# GENERAL

## General

### Any alterations, extras, deductions, claims and the evaluation of any variations to the Contract Documents shall be brought about as stated in the General Conditions.

### Definitions

#### Work Change Directive – Work change directed by the Region where the final price has not been agreed to or where the Work is to be paid for on a time and materials basis.

#### Change Order – Work change that results in a change in the Contract in terms of Contract Price and/or Contract Time as agreed to between the Region and the Contractor.

#### Field Order –Instructions issued by the Consultant that do not change the Contract Price or Contract Time.

## Measurement and Payment

### The work of this Section will not be measured separately for payment. The work outlined in this Section shall be included in the Contract Price.

## Proposal Request

### Where the Region cannot ascertain the cost of a proposed change, the Region may, in anticipation of ordering an addition, deletion, or revision to the Work, request that the Contractor prepare a detailed proposal of the cost and time required to perform the proposed change.

### Proposal requests should include a reference number for tracking purposes and a detailed description of, and reason for, the proposed change, and such additional information as appropriate and as may be required for the Contractor to accurately estimate the cost and time impact on the Contract.

### Proposal requests are for information only; the Contractor is neither authorized to execute the proposed change nor to stop the Work in progress as result of such request.

### The Contractor’s written proposal shall be transmitted to the Consultant promptly, but not later than 14 Days after the Contractor’s receipt of the Region’s written request. The proposal shall remain firm for a minimum period of 45 Days after receipt by the Consultant.

### The Region’s request for proposal or the Contractor’s failure to submit such proposal within the required time period will not justify a claim for an adjustment in the Contract Price or Contract Time (or any applicable Contract milestone dates).

## Claims

### The Contractor shall notify the Consultant or the Region of any claim or dispute , including claim for abnormal inclement weather days, in writing within 5 Working Days after the commencement of the work giving rise to the claim or dispute in accordance with GC 8 – Claims and Disputes. Refer to GC 8 for additional requirements.

### Notice of a claim or dispute shall include, at a minimum:

#### Specific references including (i) Drawing numbers, (ii) Specification Section and subsection/paragraph number, and (iii) Submittal type, Submittal number, date reviewed, any Consultant’s comments, as applicable, with appropriate attachments.

#### Stipulated facts and pertinent documents, including photographs and statements.

#### Interpretations of the Contract Documents relied upon.

#### Description of (i) the nature and extent of the claim, (ii) who or what caused the situation, (iii) impact to the Work and the work of Other Contractors, and (iv) a discussion of the claimant’s justification for requesting a change to the Contract Price or Contract Time or both.

#### The estimated adjustment in the Contract Price that the claimant believes it is entitled to with full documentation and justification.

#### Requested Change in Contract Time: Include at a minimum (i) updated baselined detailed schedule showing a logic diagram for the request, (ii) documentation that float times available for the Work have been used, and (iii) revised schedule logic with durations including any interrelated schedule impacts, as appropriate.

#### Any documentation which may be necessary as set forth below for the Work Change Directive, and as the Consultant may otherwise require.

## Work Change Directives

### Refer to GC 15 – Changes in the Work and GC 16 – Valuation and Certification of Changes in the Work, of the General Conditions.

### Procedures:

#### The Consultant will:

##### Initiate the Work change, including a description of the Work involved and any attachments.

##### Make a formal written recommendation to the Region on the Work change

##### Transmit an electronic copy to the Region for authorization.

#### The Region will:

##### Affix its signature, demonstrating its approval of the changes involved.

##### Return an electronic copy to the Consultant, who will retain a copy, send an electronic copy to the Region’s project representative or other field representative, and forward an electronic copy to the Contractor.

#### When changes to the Contract Time and/or Contract Price have been determined, the Contractor shall submit documentation for inclusion in a Change Order.

#### The Contractor’s documentation shall include, but not be limited to:

##### Appropriately detailed records of the Work performed to enable a determination of the value of the Work.

##### Full information required to substantiate any resulting changes in the Contract Time and/or Contract Price. Upon the request of the Consultant, provide any additional data necessary to support the documentation provided.

##### Support data for the Work performed on a unit price or on a time and materials basis with additional information such as:

1. Dates upon which the Work was performed, and by whom.

2. Time records, wage rates paid (including overhead and payroll burden), and equipment rental rates.

3. Invoices and receipts for materials, equipment, and Subcontractors, all similarly documented.

### The effective date of the Work Change Directive shall be the date of signature by the Region, unless otherwise indicated thereon.

## Change Orders or Written Amendments

### Refer to GC Clause 15 – Changes in the Work and GC 16 – Valuation and Certification of Changes in the Work, of the General Conditions.

### Procedures:

#### The Consultant will prepare an electronic copy of a proposed Change Order or written amendment and transmit such with the Consultant’s written recommendation (Change Order only) and request to the Contractor for signature.

#### The Contractor shall, within 5 Working Days of receipt of the proposed Change Order, either: (i) promptly sign the copy and return it to the Consultant for execution by the Region, or (ii) return the unsigned copy with a written justification for not executing the Change Order.

#### The Consultant will, within 5 Working Days of receipt of the signed copies from the Contractor, promptly forward the Consultant’s written recommendation and partially executed copy for the Region’s signature, or if the Contractor fails to execute the Change Order or written amendment, the Consultant will promptly so notify the Region and transmit the Contractor’s justification to the Region.

#### Upon receipt of the Contractor-executed Change Order or written amendment, the Region will, within 5 Working Days of receipt, either:

##### Execute the Change Order or written amendment return a signed copy to the Consultant, or

##### Return to the Consultant the unsigned copy with a written justification for not executing the Change Order or written amendment.

#### Upon receipt of the Region-executed Change Order or written amendment, the Consultant will transmit an electronic copy to the Contractor, the Region’s project representative or other field representative, and retain one copy, or if the Region fails to execute the Change Order or written amendment, the Consultant will promptly so notify the Contractor and transmit the Region’s justification to the Contractor.

#### Upon receipt of the Region-executed Change Order, the Contractor shall promptly:

##### Perform the item(s) of Work covered by the Change Order.

##### Revise the Detailed Schedule of Prices to adjust the Contract Price and submit it with the next Application for Payment.

##### Revise the progress schedule to reflect the changes in the Contract Time, if any, and to adjust the times for any other items of Work affected by the change.

##### Enter changes in the As-Built documents after completion of the change related work.

### In signing a Change Order or written amendment, the Region and Contractor acknowledge and agree that:

#### The stipulated compensation (Contract Price or Contract Time, or both) set forth includes payment for (i) the cost of the Work covered by the Change Order, (ii) the Contractor’s fees for overhead and profit, (iii) the cost of additional maintenance holdback, (iv) any interruptions to the progress schedule, (v) any delays and impacts, including cumulative impacts, on other Work under the Contract Documents, and (vi) any extended overhead costs.

#### The Change Order or written amendment constitutes the complete agreement of the parties with respect to any changes to the Contract Price and Contract Time for that particular change to the Work, and any payments and/or extension of Contract Time under the Change Order shall be deemed to be full and final compensation in respect of these items;

#### Unless otherwise stated in the Change Order or written amendment, all requirements of the original Contract Documents apply to the Work covered by the Change Order or written amendment.

## Cost of the Work

### In determining the rental rates for machinery and heavy equipment, standby rates will only be paid if the equipment cannot be used for other work at the same time that the extra Work is being performed.

### Rental of construction equipment and machinery and the parts thereof having a replacement value in excess of $10,000, whether owned by the Contractor or rented or leased from others, shall meet the following requirements:

#### Full rental costs for rented or leased equipment and machinery shall not exceed the rates listed in Ontario Provincial Standard Specification OPSS 127, Schedule of Rental Rates for Construction Equipment Including Model and Specification Reference. The most recent published edition in effect upon commencement of actual equipment use shall be used.

#### The rates shall apply to equipment in good working condition. Equipment which is not in good condition, or which is larger than required, may be rejected by the Consultant or accepted at reduced rates.

#### Rented or Leased Equipment: For equipment leased or rented in arm’s length transactions from third party vendors, maximum rates shall be determined by the applicable hourly rate.

#### Arm’s length rental and lease transactions are those in which the firm involved in the rental or lease of the equipment is not associated with, owned by, have common management, directorship, facilities and/or shareholders with the firm renting the equipment.

#### Rented or Leased Equipment in Use: Actual equipment use time documented by the Consultant shall be the basis that equipment was on and utilized at the Site. In addition to the rental rates above, equipment operational costs shall be paid at hourly operating cost rates acceptable to the Consultant if not already included in the lease rate. Hours of operation shall be based upon the actual equipment usage to the nearest quarter hour, as recorded by the Consultant.

#### Rented or Leased Equipment When Idle (Standby): Idle or standby equipment is equipment on Site or in transit to and from the Site and which is necessary to perform the Work under the change, but not in actual use. Idle equipment time, as documented by the Consultant, shall be paid at the leasing rate determined above, excluding operational costs.

#### Owned and Other Equipment in Use: Equipment rates for owned equipment or equipment provided in other than arm’s length transactions shall be acceptable to the Consultant. This total hourly rate will be paid for each hour that the equipment actually performs work. Hours of operation shall be based upon the actual equipment usage as recorded by the Consultant. This rate shall represent payment in full for the Contractor’s direct costs.

#### Owned and Other Equipment When Idle (Standby): Equipment necessary to be on Site in order to perform the Work, but not utilized, shall be paid for at the ownership hourly expense rate, provided that its presence and necessity on Site has been documented and agreed to by the Consultant. Payment for idle time of portions of a normal workday, in conjunction with the original Contract Work, will not be allowed. In no event shall idle time claimed in a day for a particular piece of equipment exceed the normal Work or shift schedule established for the Contract. It is agreed that this rate shall represent payment in full for the Contractor’s direct costs. When the Consultant determines that the equipment is not needed to continuously remain at the Site, payment will be limited to actual hours in use.

#### When necessary to obtain owned equipment from sources beyond the limits of the Site, the actual cost to transfer equipment to the Site and return it to its original location will be allowed as an additional item of expense. Move in and move out allowances will not be made for equipment brought to the Site if the equipment is also used under the original Contract or related Work.

#### If the move out destination is not to the original location, payment for move out will not exceed the payment for move in.

#### If the move is made by a common carrier, the allowance will be the amount paid for the freight. If the equipment is hauled with the Contractor’s own forces, rental will be allowed for the hauling unit plus the hauling unit operator’s wage. If the equipment is transferred under its own power, the rental will be seventy-five percent (75%) of the appropriate total hourly costs for the equipment, without attachments, plus the equipment operator’s wage.

#### Charges for time utilized in servicing equipment to ready it for use prior to moving and any similar charges will not be allowed.

#### When a breakdown occurs on any piece of owned equipment, payment shall cease for that equipment and any other owned equipment idled by the breakdown.

#### If any part of the Work is shut down by the Region through no fault of the Contractor, standby time will be paid during non operating hours if the diversion of the equipment to other work is not practicable. The Consultant reserves the right to cease standby time payment when an extended shutdown is anticipated.

## Field Order Procedures

### The Consultant will issue Field Orders, with an electronic copy to the Contractor.

### The effective date of the Field Order shall be the date of signature by the Consultant, unless otherwise indicated thereon.

### The Contractor shall acknowledge receipt by signing and returning an electronic copy to the Consultant.

### Field Orders will be incorporated into subsequent Change Orders, as a no-cost change to the Contract.

# PRODUCTS (NOT USED)

# EXECUTION (NOT USED)

**END OF SECTION**