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| Version | Date | Description of Revisions |
| 1 | August 30, 2006 | Approved final document. |
| 2 | November 5, 2007 | Minor revisions by Legal Services |
| 3 | September 27, 2010 | Minor revisions |
| 4 | May 27, 2011 | Minor revisions |
| 5 | March 19, 2012 | Addition of References and Replacement Parts Sections on this page. |
| 6 | July 5, 2012 | Change tab settings for page 1-6. |
| 7 | April 9, 2015 | General Formatting |
| 8 | December 11, 2015 | Minor clarifications based on comments by Legal Department. AAM |
| 9 | March 31, 2017 | Clarified submission of schedule of prices, added clause for provisional Items (AAM) |
| 10 | November 28, 2017 | Updated reference to Section 01310 – Construction Schedules (AAM) |
| 11 | December 09, 2020 | Updated throughout for the Construction Act  1.3 Section revised  1.5 Section revised  1.8 Section added (BM) |

NOTE:

This is a CONTROLLED Document. Any documents appearing in paper form are not controlled and should be checked against the on-line file version prior to use.

**Notice:** This Document hardcopy must be used for reference purpose only.

**The on-line copy is the current version of the document.**

# GENERAL

* 1. Related Sections

[Under "Related Sections", identify other Sections that are related to, and/or dependent on, the work results or information specified elsewhere. The list should be limited to Sections with specific information that the reader might expect to find in this Section, but is specified elsewhere. For example, if hardware for aluminum entrances is specified in the aluminum entrance Section, a cross-reference would be appropriate in the finish hardware Section. The purpose of this cross-referencing is for information only, to aid in finding those other requirements—not to define the scope of the Section.

Cross-referencing here may also be used to coordinate assemblies or systems whose components may span multiple Sections and which must meet certain performance requirements as an assembly or system.

Contractor is responsible for coordination of the Work. Contractor is responsible for being familiar with and incorporating all required elements of cross-referenced Specifications cited.

This Section is to be completed/updated during the design development by the Consultant. If it is not applicable to the section for the specific project it may be deleted.]

[List Sections specifying installation of products supplied but not installed under this Section and indicate specific items.]

### Section [\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_]: Execution requirements for

### ... [Item]... specified under this Section.

[List Sections specifying products installed but not supplied under this Section and indicate specific items.]

### Section [\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_]: Product requirements for

### ... [Item]... for installation under this Section.

[List Sections specifying related requirements.]

### Section [\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_]: [Optional short phrase indicating relationship].

#### Sections:

##### Section 01300 – Submittals

##### Section 01310 – Construction Schedules

##### Section 01810 – Equipment Testing and Facility Commissioning

##### *Product requirements for [item]... for installation under this Section.*

## Submittals

### Informational:

#### Breakdown of Lump Sum Prices: Include a breakdown of each lump sum item in the Schedule of Prices to permit interim payments during the progress of the Work.

### Proper Invoice.

### Final Proper Invoice.

## Breakdown of Lump Sum Prices

### The Contractor shall prepare and submit a breakdown for each lump sum item for measurement and payment of the Work within 28 Days from the Commencement Date. The first payment will not be made until this breakdown is available and is satisfactory to the Region. This breakdown shall include, at a minimum such items as:

#### Cost for Major Items of Work and equipment, as defined in Section 1.8.1.

### An unbalanced or front-end loaded breakdown will not be acceptable.

### The Region may adjust any unbalanced items, but the total price shall equal the lump sum price for that item of the Schedule of Prices.

### The Contractor shall submit the complete breakdown of lump prices electronically, in a spreadsheet compatible with the latest version of Microsoft Excel.

## Provisional Items

### The purpose of Provisional Items in the Bid Form is to cover the cost of work should it be deemed necessary by the Region. The Contractor shall not be entitled to expend these items unless the Contractor has received prior written approval from the Region. Each provisional item may be used at the sole discretion of the Region.

### If the Region requests that a provisional item be expended, the Contractor shall consult with the Consultant and/or Region in the selection of the Products, services and/or vendors required to carry out the work under the provisional item, and shall obtain the Region’s approval for the selection of Products, services and/or vendor(s) in relation to the provisional item.

### The Contractor shall submit, with the Proper Invoice, an invoice showing the date of purchase/service, the work included in the service, the price including all applicable taxes and any supporting documentation to evaluate the invoice as requested by the Region.

### Provisional item payments will only be made with the written authorization of the Region and shall not include any markups whatsoever. The Contractor shall have no claim on any unused portion of any provisional items, including any claims for loss of anticipated profits.

### Provisional item payments will be made according to the service or work invoiced approved by the Region and/or Consultant.

## Cash Allowances

### The purpose of the Cash Allowances in the Bid Form is to cover the cost of work that typically cannot be priced at the time of bidding. The Contractor shall not be entitled to expend these items unless the Contractor has received prior written approval from the Region. Each cash allowance may be used at the sole discretion of the Region. If the Region requests that a Cash Allowance be expended, the Contractor shall consult with the Consultant and/or Region in the selection of the Products, services and/or vendor(s) required to carry out the work under the Cash Allowance, and shall obtain the Region’s approval for the selection of Products, services and/or vendor(s) in relation to the Cash Allowance.

### If required by the Region, the Contractor shall obtain bids from a minimum of three vendors in relation to a Cash Allowance item, and submit the bids received to the Region and/or Consultant for approval.

### The Contractor shall submit, with the Proper Invoice, an invoice showing the date of purchase, the vendor from which the purchase was made, the date of delivery of the Product or service, and the price, including delivery to the Site and all applicable taxes.

### Cash Allowance payments will only be made with the written authorization of the Region. The Contractor shall have no claim on any unused portion of any Cash Allowance item.

### Where the Cash Allowance is to be carried out by a Subcontractor or service provider and has received approval prior to the commencement of such work, the Region will pay the Contractor the cost of the work under the Cash Allowance, plus a mark-up calculated as follows:

#### 20% of the first $3,000;

#### 15% of the portion from $3,000 to $10,000; and

#### 5% of the portion in excess of $10,000.

### The Contractor shall not be entitled to any additional payment for the Work in excess of the mark-up.

## Measurement - General

### [This is a lump sum Contract and therefore measurement for payment of individual components of the Work will not be made for final payment, except for the unit price items as listed.] Measurement may be made for interim payments where measurement will be used to substantiate the percentage of Work completed.

### Weighing, measuring, and metering devices used to measure the quantity of materials for the Work shall be suitable for the purpose intended and shall conform to the tolerances and specifications as specified in the Government of Canada Weights and Measures Act and Regulations.

### Whenever pay quantities for material are determined by weight, the material shall be weighed on scales furnished by the Contractor and certified to be accurate by the federal or provincial agency responsible. A weight or load slip shall be obtained from the weigher and delivered to the Region’s representative at the point of delivery of the material.

### If material is shipped by rail, car weights will be accepted provided that the actual weight of the material only will be paid for and not the minimum car weight used for assessing the freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.

### Vehicles used to haul material being paid for by weight shall be weighed empty on a daily basis and at such additional times as required by the Consultant. Each vehicle shall bear a plainly legible identification mark.

### Materials that are specified for measurement by the cubic metre measured in the vehicle shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of a uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to their water level capacity at a minimum. Loads hauled in vehicles not meeting the above requirements, or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.

### Quantities Based on Profile Elevations: Existing ground profiles shown on the Drawings were taken from a topographic map drawn with contour intervals of 500 mm with supplementary spot elevations to the nearest 100 mm*. [Delete if not applicable or amend to suit].*

### Quantities will be based on the ground profiles shown on the Contract Drawings. Field surveys will not be made to confirm the accuracy of these elevations.

### Where the measurement of quantities depends on the elevation of the existing ground, elevations obtained during construction will be compared to those shown on the Drawings. Variations of 300 mm or less will be ignored, and profiles shown on the Drawings will be used for determining quantities.

### Units of measurement for payment of the Work completed shall be as follows, unless specified otherwise in the Contract Documents.

|  |  |
| --- | --- |
| Unit | Method of Measurement |
| EA or ea | Each—Field count by the Consultant |
| h or hr | Hour |
| ha | Hectare—Field measure by the Consultant |
| kg | Kilogram—Weight measure by scale |
| L | Litre—Field measure by the Consultant |
| LS | Lump Sum—Unit is one; no measurement will be made |
| m | Linear Metre—Field measure by the Consultant |
| m2 | Square Metre—Field measure by the Consultant |
| m3 | Cubic Metre—Field measure by the Consultant within limits specified or shown in the Contract Documents |
| m3-VM | Cubic Metre—Measured in the vehicle by volume |
| t | Tonne—Weight measure by scale (1000 kg) |

### Measurement of Linear Items: Where payment will be made based on linear Work, the quantities shall be based on plan dimensions.

## Payment

### Payment for all of the Work shown or specified in the Contract Documents is included in the Contract Price. No separate measurement or payment will be made for individual items.

### Payment for unit price items covers all of the Work necessary in order to furnish and install the unit price items identified in the Bid Form.

### Payment for lump sum items covers all of the Work necessary in order to furnish and install the lump sum items identified in the Bid Form if and when directed by the Consultant.

## Variations in Contract Quantities

### Major Item means any Contract item that has a value, calculated based on its actual or estimated Contract quantity, whichever is the larger, multiplied by its Contract unit price, which is equal to or greater than the lesser of,

#### $10,000, or

#### 1% of the total Contract value calculated based on the total of all the estimated Contract quantities and the Contract unit prices.

### Where it appears that the quantity of Work to be done or Products to be supplied or both by the Contractor under a unit price Contract item may exceed or be less than the Contract quantity, the Contractor shall proceed to do the Work or supply the Products or both required to complete the Work and payment shall be made for the actual amount of Work done or Products supplied or both at the unit prices stated in the Schedule of Prices except as provided below:

#### In the case of a Major Item where the quantity of Work performed or Products supplied or both by the Contractor exceeds the Contract quantity by more than 20%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed or Products supplied or both which exceeds 120% of the Contract quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the Work or supplying the Products or both under the Contract item plus a reasonable allowance for profit and applicable overhead. In the case of a Major Item where the quantity of Work performed or Products supplied or both by the Contractor is less than 80% of the Contract quantity, the Contractor may make a written request to negotiate for the portion of the actual overhead and fixed costs applicable to the amount of the underrun in excess of 20% of the Contract quantity. For purposes of the negotiation, the overhead and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the Contract quantity for the item.

#### If required by the Region, the Contractor shall obtain quotes from a minimum of three vendors in relation to a unit price item, and submit the bids received to the Region and/or Consultant for approval.

### Written requests for compensation must be received no later than 60 Days after the issuance of the final application for payment.

## Nonpayment for Rejected or Unused Products

### Payment will not be made for the following:

#### Loading, hauling, and disposing of rejected Products.

#### Quantities of Products wasted or disposed of in a manner not called for under the Contract Documents.

#### Rejected loads of Products, including Products rejected after having been placed by reason of the failure of the Contractor to conform to the provisions of the Contract Documents.

#### Products not unloaded from the transporting vehicle.

#### Defective Work not accepted by the Region.

#### Products remaining on hand after the completion of the Work.

## Partial Payment for Stored Products and Equipment

### Partial Payment: No partial payments will be made for Products delivered to the Site but not yet incorporated into the permanent Work. Consideration may be given for Major Items on the Site, as defined in Section 1.8.1, supported by suppliers’ invoices, provided that Shop Drawings or preliminary operation and maintenance manuals are acceptable to the Consultant.

### Final Payment: Final payment will be made only for those Products incorporated into the Work. The remaining Products, for which partial payments have been made, shall remain the property and responsibility of the Contractor unless otherwise agreed upon by the Region, and any partial payments made for those items will be deducted from the final payment.

# PRODUCTS (NOT USED)

# EXECUTION (NOT USED)

**END OF SECTION**