



## ONTARIO ASSOCIATION OF FOUNDATION SPECIALISTS

### General Conditions Applicable to this Tender and to the Agreement between the Tenderer and the Client

Issued February 1, 2011

Page 1 of 2

<b>Tenderer – the OAFS Member submitting this Tender</b>		
<b>Client – the Entity to Whom this Tender is submitted</b>		
1.	Acceptance Period	The tender is subject to revision or withdrawal if not accepted within 30 days.
2.	Bonding	The cost of bonds is not included in the tender.
3.	H.S.T./G.S.T.	H.S.T. and G.S.T. are not included in the tender.
4.	Inclusion of General Conditions of CCDC 2 or Subcontract Conditions of CCA 1	If the Client is the owner or the agent of the owner of the project, then the General Conditions of the current version of the CCDC 2 Stipulated Price Contract shall apply to the tender and to the Agreement between the Tenderer and the Client (“the Agreement”). If the Client is not the owner, or the agent of the owner of the project, then the Subcontract Conditions of the current version of the CCA 1 Stipulated Price Subcontract shall apply. The OAFS General Conditions shall take priority over the CCDC 2 General Conditions and the CCA 1 Subcontract Conditions.
5.	Priority of Documents	The Tender Letter followed by these General Conditions have priority over all other documents.
6.	Terms of Payment	90% of monthly progress invoices for all work performed including extras, shall be paid by the Client to the Tenderer without deduction, within 30 days of invoice date. Holdback shall be paid 45 days after substantial performance of the Tenderer’s work.
7.	Work Schedule	Unless otherwise stated in the tender, the tender price is based on (i) one mobilization by the Tenderer, (ii) sufficient access to the work site being provided to the Tenderer and (iii) the readiness of the site for the Tenderer’s work to enable it, once mobilized, to work continuously and without interruption and to complete its work based on the sequence of operations determined by it, failing which the Client shall pay for its additional expenses at Standard Rates.
8.	Delays	The Tenderer is not responsible for delays due to strikes, fire, flood, accident or causes beyond its control. For delays caused by the Client, the Client shall pay the Tenderer for its additional expenses as extra work at Standard Rates.
9.	Hours of Work	Unless otherwise stated in the tender, the tender price is based upon the performance of the Tenderer’s work using only day shift labour charged at normal straight time hours of work, in accordance with its collective agreements.
10.	Contaminated or Hazardous Materials	Unless otherwise stated in the tender, the Tenderer will not locate, handle, remove or dispose of on or off site, any contaminated or hazardous soils, water or other such materials. The Tenderer shall not be responsible for associated costs.
11.	Insurance	The Tenderer has \$5,000,000.00 in liability and property damage insurance. Any insurance policy issued to the Tenderer, in which others are named as additional insureds, is effective only with respect to liability arising out of the Tenderer’s negligence.
12.	Vibrations	The Tenderer shall not be responsible for damage, disruption or displacement of or to existing properties, structures, facilities or services, caused or contributed to by vibrations caused by it, and the Client shall indemnify and hold the Tenderer harmless for all claims relating thereto.
13.	Extra Work	All work not clearly identified as the Tenderer’s work in the Tenderer’s submission is extra work for which the Client shall pay at Standard Rates. The Client shall review and confirm the accuracy of the Tenderer’s work records daily.
14.	Caisson Cleaning and Inspection	The Ontario Association of Foundation Specialists does not recommend the practice of hand cleaning and visual inspection of the base of caissons. Where such work is specified, entry into the caisson excavation will be carried out under Confined Space procedures and only where naturally occurring atmospheric conditions continuously meet the acceptable limits specified in the Ontario Construction Regulations 628/05, Section 221.2. Hand cleaning and visual inspection of the base of caissons shall be limited to caissons 900 mm in diameter and larger.
15.	Caisson Work Exclusions	Hand cleaning of caisson tops, including the removal of laitance, cleaning of reinforcing steel, protection of caissons and reinforcing steel after concrete is poured, forming above grade and the supply or placing of anchor bolts, dowels, caisson caps and pile caps is not included in the tender.
16.	Temporary Shoring	The Client shall carry out its work expeditiously in order to minimize the working life of temporary shoring systems. The Tenderer shall not be responsible for the condition or performance of temporary shoring systems remaining in use for more than six months after installation and the Client shall indemnify and hold the Tenderer harmless for all claims relating thereto.
17.	Obstructions	Work performed by the Tenderer to remove surface and subsurface obstructions, known or unknown, including boulders and limestone, that interfere with or increase the cost of its work is extra work for which the Client shall pay at Standard Rates.

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Page 2 of 2

18.	Pile obstructions	Pre-augering, jetting and pre-excavation to remove obstructions to advance driven piles is extra work for which the Client shall pay at Standard Rates.
19.	Unacceptable Piles	Work performed by the Tenderer to drive piles that are damaged or exceed specified tolerances due to obstructions or other conditions beyond its control and that are determined to be unacceptable by a qualified inspector, shall be paid for by the Client as if the piles were completed. Work performed and expenses incurred by the Tenderer, including standby time, to drive additional or replacement piles or to take other remedial measures is extra work for which the Client shall pay at Standard Rates.
20.	Retapping Piles	The tender includes retapping piles up to 10% of the driven piles. Additional pile retapping work performed by the Tenderer is extra work for which the Client shall pay at Standard Rates.
21.	Load Testing	Unless otherwise stated in the tender, the Tenderer will not perform dynamic or static load testing of foundation elements.
22.	Pile Cut-offs	If the Tenderer agrees to perform pile cut-offs, then its obligation to do so shall terminate once it has left the site.
23.	Noise and Exhaust	Unless otherwise stated in the tender, the Tenderer shall not be required to minimize or control noise from its operations or exhaust emissions from its equipment.
24.	Standard Rates	Standard Rates for payment to the Tenderer for all extra work and standby time shall be the rates provided by the Tenderer for equipment, labour and materials and which are to be incorporated into the agreement between the Tenderer and the Client.
<b>ITEMS 25 TO 40 WILL BE PROVIDED BY THE CLIENT AT ITS OWN EXPENSE</b>		
25.	Supervision	On-site supervision.
26.	Site Conditions	Site preparation, continuous site maintenance and continuous site access to enable the Tenderer to perform its work, including the installation, operation and removal of its equipment and vehicles. Dry, stable and level working surfaces, including ramps and benches. Demolition of existing structures required for the performance of the Tenderer's work.
27.	Storage Area	Secure on-site storage areas suitably located for the Tenderer's materials, tools and equipment.
28.	Site Protection and Maintenance	Site protection and maintenance, traffic and pedestrian control, barricades, fences, hoarding, site security, site cleaning, street cleaning, snow removal, dust control and flagpersons.
29.	Utilities, etc.	Copies of certified locates and test pit information in accordance with TSSA and CSA requirements prior to the Tenderer's mobilization. The location, exposure, protection, removal, diversion and repair of and to underground, surface, above-ground and overhead services and utilities before the Tenderer requires access to these areas of the site.
30.	Permits, etc.	All permits, licences, fees and rights, including rights to encroachment.
31.	Survey & Layout	All survey and layout work (including benchmarks, lines and levels), pile locations, as-built drawings and records.
32.	Site Dewatering and Unwatering	All site dewatering and unwatering including ground water and surface water.
33.	Inspection, etc.	Inspection, analysis, reporting, testing (including concrete testing), pre-construction surveying, shoring system monitoring, vibration monitoring and QVE certification. Verification and approval of founding materials and elevations.
34.	Drill Spoil	On-site handling, containment, stockpiling, removal and disposal of drill spoil, including water and fluids, from the drilling locations so as not to impede the Tenderer's operations.
35.	Lagging Excavation	All excavation shall be carried out neatly by machine to the back face of the lagging in maximum 1.2m lifts, and as required by the Tenderer to suit its shoring installation sequence. Lagging through unstable or wet soils, if performed by the Tenderer, shall be extra work.
36.	Detailed Excavation	Removal of ground heave and backfilling of voids resulting from pile driving in a manner that does not hinder the Tenderer's operations. Trimming of caisson walls in a manner that does not compromise their integrity. Excavation for raker footings. Excavation of berms.
37.	Weather Protection	Cold weather, frost and erosion protection of exposed shoring, backslopes, piles, caissons and adjacent footings.
38.	Removal of Shoring	Removal and disposal of any part of the shoring system, including destressing of tiebacks.
39.	Potable Water	An adequate supply of potable water to meet the Tenderer's drilling and grouting requirements.
40.	Other Services	Electricity, night floodlighting, portable toilets, sanitary services and hand wash facilities.