

ITEM 10
MANAGER'S REPORT NO. 4
COUNCIL MEETING 1982 01 18

RE: CONTRACT #8103
GREYSTONE DRIVE/BURNWOOD AVENUE/MUNICIPAL SUBDIVISION
TIME EXTENSION
(ITEM 24, SUPPLEMENTARY REPORT NO. 35, 1981 July 27)

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation of the Director Engineering be adopted.

* * * * *

TO: MUNICIPAL MANAGER 82 01 12

FROM: DIRECTOR ENGINEERING

SUBJECT: CONTRACT #8103
GREYSTONE DRIVE/BURNWOOD AVENUE/MUNICIPAL SUBDIVISION
TIME EXTENSION

RECOMMENDATION:

1. THAT Kany Construction & Engineering Ltd. be granted a time extension of 25 working days to complete all works under Contract #8103 subject to Kany Construction & Engineering Ltd. compensating the Corporation for any additional costs which accrue as a result of the time extension.

REPORT:

Council at its meeting of 1981 July 27 approved the award of Contract #8103 to Kany Construction & Engineering Ltd. Contract #8103 encompassed:

1. Provision of Municipal services for the commercial site lying to the southwest of the Greystone/Burnwood intersection, which was sold to Bosa Bros. on the basis of being fully serviced, and,
2. Provision of Municipal services to the 56 lot Municipal subdivision lying to the northeast and northwest of the Greystone/Burnwood intersection, and,
3. Construction of Burnwood Avenue through to Curtis Street.

Under the terms of the Contract all work was required to be completed within ninety (90) consecutive working days after commencement of construction. The Contractor was also required, prior to commencement of any construction, to submit a schedule of work setting out the proposed sequence of the construction activities and their respective proposed durations. The schedule was to be in the form of a detailed diagram which illustrated the critical paths for the entire project.

- 2 -

As work progressed it became evident that the Contractor was not meeting the deadlines within his own schedule and consequently would not be able to complete the works on time. Staff met with personnel from Kany Construction & Engineering Ltd. on 81 12 08 to review progress and reschedule the outstanding works. It was agreed that an extension of time in the order of 20 - 25 working days would be required to complete the works. Kany Construction & Engineering Ltd. have subsequently written to us and requested that they be granted an extension of time of an additional 25 working days in order to complete the contracted works. At this time it should be noted that days are not counted as working days whenever the Contractor is unable to work due to any cause beyond his control. This, of course, includes inclement weather so the snow conditions which were prevalent recently are not charged against the Contractor. Kany Construction & Engineering Ltd. has indicated a willingness to complete the works as contracted and we would recommend that they be permitted to do so. However, the Corporation should not be expected to assume any additional expense which may accrue due to the fact that the Contractor was unable to complete within the time specified.

We would recommend that the Contractor be granted the necessary time to complete the works subject to the Corporation being compensated for any additional expense which it might incur. While it is difficult to anticipate definitive costs due to the time extension it can reasonably be stated that out-of-pocket costs will occur through extended contract inspection. These basic direct costs will vary depending on the volume of work in progress at any given time but could conceivably include:

- a) Project Supervisor
- b) Works Inspector
- c) Checker

The number of inspection personnel required will obviously reduce as the works near completion and the volume drops off. Administrative costs are more intangible than resident supervision, however where such expense is identifiable as directly attributable to the time extension, then such costs would be charged against the Contractor. Kany Construction & Engineering Ltd. have been advised that it is our intention to recommend an extension of their contract subject to payment of associated costs.

WCS/ch


DIRECTOR ENGINEERING