

TENDER CLOSING DATE IS 09/24/2019 11:00:00 A.M. LOCAL (TORONTO) TIME

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**TENDER** FOR **Structural Rehabilitation**

- (A) **NECESSARY AVAILABLE FINANCIAL RATING IS \$ 1,000,000.00 (ST)**  
**NECESSARY AVAILABLE MAXIMUM WORKLOAD RATING IS \$ 1,000,000.00 (ST)**

AT HWY. 417

Rideau Canal Bridge (Site No. 03X-0067/B1)

0.1 km

Eastern Region

**UNDER CONTRACT NO. 2018-4262**

- (B) **THIS CONTRACT IS APPLICABLE TO QUALIFIED CONTRACTORS ONLY**

BY

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NAME OF FIRM OR INDIVIDUAL (HEREAFTER REFERRED TO AS "CONTRACT CONTRACTOR")

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ADDRESS

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NAME OF PERSON SIGNING FOR FIRM

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OFFICE OF PERSON SIGNING FOR FIRM

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**TENDER ITEM LIST**

**Grading**

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	0706-0015 SP	Temporary Traffic Control Signs	lump sum	100 %		

**Structural**

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
2	0906-0011 SP	Fabrication of Structural Steel	lump sum	100 %		
3	0906-0020 SP	Delivery of Structural Steel	lump sum	100 %		
4	0906-0030 SP	Erection of Structural Steel	lump sum	100 %		
5	0911-0012 SP	Coating New Structural Steel	lump sum	100 %		
6	0922-0010 SP	Bearings	lump sum	100 %		
7	0928-0055 SP	Access to Work Area, Work Platform and Scaffolding	lump sum	100 %		
8	0928-0065 SP	Concrete Removal - Partial Depth - Type B	m3	0.5		
9	0928-0070 SP	Concrete Removal - Partial Depth - Type C	m3	14.0		
10	0929-0030	Abrasive Blast Cleaning of Reinforcing Steel	m2	109		
11	0930-0151 SP	Concrete Patches, Form and Pump	m3	14.4		

		<b>Grand Total:</b>				
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## INSTRUCTIONS TO BIDDERS

### 1.0 DEFINITIONS

**Bidder** means a person, sole proprietorship, firm, partnership, corporation, or any other business venture that submits a Bid to the Ministry.

**Bonds** means both the Contract Bonds and the Statutory Bonds prescribed in the Tender Documents.

**Business Day** means any Day which is not: a) A Saturday or a Sunday or b) A Day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable to the Province of Ontario.

**Contract Bonds** means the surety bonds executed by the Contactor and its Surety prescribed in the Tender Documents, but does not include Statutory Bonds.

**Contractor Registration Form or CRF** means the Ministry approved form supplied by the Ministry and completed by the Bidder to submit information in support of a contractor's basic financial rating.

**Contract Tender Form or CTF** means the Ministry approved form detailing the contract tender information for an advertised contract.

**Day** means a calendar day.

**Itemized Bid Form** means the Ministry approved form that the Bidder is to use to price the items specified in the tender documents to perform the Work.

**Late Bid** means a Bid received by the Ministry's Service Provider after the Tender Closing.

**Late Bid Notification** is a statement sent by the Ministry's Service Provider to a Bidder notifying the Bidder that their Bid is a Late Bid and will not be considered and is rejected.

**MERX** means the company engaged by the Ministry to provide electronic tendering services in respect of this Bid, which is a subsidiary of Mediagrif Interactive Technologies Inc.

**No Bid Statement** means a 'No Bid' selection on a Summary Bid Submission Form submitted to the Ministry's Service Provider from a Bidder who has an approved Tender Registration Form, but who does not intend on submitting a Summary Bid Submission Form containing a summary Bid prior to the Tender Closing, or intends to withdraw a summary Bid submitted on a Summary Bid Submission Form submitted to the Ministry prior to Tender Opening.

**Non-Rated Contractor** means a Contractor who does not have a basic financial rating or maximum workload rating in accordance with the Ministry's Qualification Procedures for Contractors.

**Non-Resident Contractor** means any Contractor residing outside of the Province of Ontario and with respect to a corporate contractor, not being incorporated pursuant to the laws of Ontario and who has not maintained a permanent place of business in Ontario continuously for twelve months prior to Tender Closing.

**Non-Qualified Tender Registration Form (NQ-TRF)** means the Ministry approved form supplied by the Ministry completed by the Bidder to notify the Ministry of its intention to submit a Bid on a contract in accordance with the Instructions to Bidders.

**Qualified Contract** means a contract that is tendered in accordance with the Ministry's Qualification Procedures for Contractors.

**Qualification Procedures for Contractors** means the administrative routine established by the Ministry to determine that contractors have the financial, managerial, and technical capability to perform the work in accordance with the contract.

**RAQS** is an abbreviation for Registry Appraisal and Qualification System.

**RAQS/MERX** is an abbreviation for the Ministry's tendering system replacing RAQS.

**Rated Contractor** means a contractor who has been granted a basic financial rating or maximum workload rating in accordance with the Ministry's Qualification Procedures for Contractors.

**Service Provider** means the person appointed by the Ministry to provide electronic tendering services on behalf of the Ministry.

**Statutory Bonds** means the surety bonds executed by the Contractor and its Surety and required to be furnished by Part XI.1 of the Construction Act, R.S.O. 1990, c.30, as amended.

**Summary Bid Submission Form** means the electronic form obtained from the Ministry's Service Provider prior to Tender Closing that the Bidder is to use to summarize the lump sum offer to perform the Work.

**Tender or Bid** can be used interchangeably and means the offer submitted by a Bidder to perform the work required of the Tender Documents at the prices set out in the offer, which offer shall be set out in the forms approved by the Ministry and in accordance with the procedures more particularly described in these Instructions to Bidders. More particularly, the forms shall include, among other things, the Summary Bid Submission Form and the Itemized Bid Form.

**Tender Closing** or **Tender Opening** can be used interchangeably and mean the last date and time that the Ministry will receive Bids.

**Tender Documents** means the Tender, MTO General Conditions of Contract, Standard Specifications and Drawings, Special Provisions, Contract Drawings, Addenda incorporated into any aforementioned document, and documents referenced in the aforementioned documents, but excludes the Qualification Procedures for Contractors.

**Tender Registration Form (TRF)** means the Ministry approved form supplied by the Ministry completed by Bidders to pre-qualify for Qualified Contracts in accordance with the procedures set out in the Qualification Procedures for Contractors.

**Unbalanced Bid** means a Bid containing a lump sum or unit prices, which does not reflect reasonable actual costs to do the work as described in the Tender Documents, plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the work.

## **2.0 COMPLIANCE WITH INSTRUCTIONS**

- 2.1 Bidders must comply with these Instructions to Bidders and those failing to do so may have their Bid rejected, unless otherwise stated.

## **3.0 ENQUIRIES DURING TENDERING PERIOD**

- 3.1 Enquiries are to be submitted electronically through the RAQS/MERX website. All public enquiries and responses to enquiries will be posted through the RAQS/MERX website.
- 3.2 Unless addressed through an addendum to the Tender Documents issued by the Ministry, all responses to Bid enquiries shall not be incorporated as part of the Contract or in any way change the Contract.

## **4.0 JOINT VENTURES**

- 4.1 Rated Contractors are permitted to Bid on tenders as a joint venture. Joint ventures are defined as persons or corporations not associated or related by common ownership. All joint ventures must, on a joint and several bases, absolutely, unconditionally and irrevocably be responsible for all obligations described in the Tender Documents. If the joint venture does not form a corporation, all the joint venture entities must sign the contract upon award of the Tender.
- 4.2 Rated Contractors shall in accordance with the Ministry's Qualification Procedures for Contractors notify the Ministry of their intent to form a joint venture. Upon approval by the ministry, the lead contractor must submit the TRF on behalf of the joint venture.

## **5.0 TENDER REGISTRATION**

- 5.1 An approved Non-Qualified Tender Registration Form (NQ-TRF) or Tender Registration Form (TRF) is required for the submission of a Bid in respect of the work anticipated by the Tender Documents.
- 5.2 A Non-Rated Contractor must have a Ministry approved NQ-TRF for the submission of a Bid.
- 5.3 A Rated Contractor must have either a Ministry approved NQ-TRF or a TRF in the case of a Qualified Contract for the submission of a Bid.
- 5.4 Qualified Contracts are applicable to Rated Contractors only and require an approved TRF for the submission of a Bid.

## **6.0 STATUTORY BONDS**

- 6.1 If the Total Bid Price is **\$500,000.00 or more** the Contractor shall furnish the Ministry with the Statutory Bonds in the prescribed form that satisfies the requirements of the Construction Act, R.S.O. 1990, c.C.30, as amended. In this regard, the Contractor shall deliver and maintain a labour and material payment bond using Form 31 and a performance bond using Form 32 prescribed by the Construction Act from a surety company that is an insurer licensed under the Insurance Act to write

surety and fidelity insurance. Such bonds shall name Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation as an obligee. Each such bond shall have a coverage limit of at least 50 per cent of the tender price.

## **7.0 ELECTRONIC BID SUBMISSION PROCEDURES**

- 7.1 All Bidders must have a valid user ID and password to access the RAQS/MERX website and must have a Ministry approved CRF and a Ministry approved TRF for Qualified Contracts or Ministry approved NQ-TRF for all other contracts for the submission of a Bid in respect of this Tender. Failure to obtain either an approved TRF or NQ-TRF will disallow the Bidder from submitting a Bid on the basis of failing to comply with the Instructions to Bidders without any consideration by the Ministry.
- 7.2 The Bidder's TRF or NQ-TRF must be completed as of the date specified on the contract tender form. The Ministry will not approve any TRF's or NQ-TRF's received after 12:00 noon of the last Business day of the preceding week prior to the Tender Closing (generally, the Friday before Tender Closing).
- 7.3 Bidders must complete an on-line Summary Bid Submission Form. Only a Bidder with an approved TRF or NQ-TRF for the advertised Tender is able to complete and submit a Summary Bid Submission Form to the Ministry.
- 7.4 All Bids must be received by the Ministry before the Tender Closing date and time specified in the Tender Documents.
- 7.5 Bidders may submit a revised on-line Summary Bid Submission Form up until Tender Closing. The Ministry will only consider the last Summary Bid Submission Form received by the Ministry prior to Tender Closing. A No Bid Statement may be received from any Bidder on-line up until Tender Closing.
- 7.6 Upon successfully submitting an on-line Summary Bid Submission Form, Bidders will receive an on-line notification for information purposes that the Ministry has received their Summary Bid Submission Form.
- 7.7 The Itemized Bid Form will be available to pre-qualified Bidders for on-line data entry 24 hours prior to Tender Closing.
- 7.8 After Tender Closing, Bidders will receive an electronic notification from the Ministry's Service Provider, advising them that Tender Opening has occurred.
- 7.9 The Ministry's Service Provider will notify all Bidders electronically and will publish a Bidders list showing tender results on the RAQS/MERX website.
- 7.10 The three lowest Bidders will be advised to submit the Itemized Bid Form within 24 hours after the Bids are published. Failure to submit the Itemized Bid Form within the specified time may result in rejection of the Bid and/or may be referred to the Qualification Committee. The Itemized Bid Form shall not be changed once submitted.



## **8.0 COMPUTER SYSTEM FAILURE**

- 8.1 The Ministry will only accept Bids submitted electronically through RAQS/MERX. Any Bid received through any other format will not be considered and is deemed rejected without consideration.
- 8.2 The Ministry accepts no responsibility for any reason whatsoever, including computer system failures of either the Bidder or the Ministry Service Provider, if the Bidder is unable to submit its Bid before Tender Closing and the Bidder agrees that the Ministry shall have no liability for delays caused by internet/network traffic, degraded operation or failure of any computer system element, including, but not limited to: any computer system, power supply, telephone or data connection or system or software or browser of any type whatsoever.
- 8.3 It is the sole responsibility of the Bidder to ensure that it can access and exchange data with the Ministry Service Provider's computer systems electronically and that it allows sufficient time to successfully access and share data with the Ministry Service Provider's computer systems, having regard to the possibility of delays caused by internet/network traffic. Bidders are solely responsible to ensure that they plan their access to the Ministry Service Provider's computer/servers, so that the Bidders can reach the Ministry Service Provider's computers/servers before Tender Closing.

## **9.0 UNBALANCED TENDERS AND DISCREPANCIES**

- 9.1 Bidders that submit Tenders that contain a lump sum or unit prices that appear to be an Unbalanced Bid may be referred to the Ministry's Qualification Committee and any Tenders that are so Unbalanced to the potential detriment of the Ministry, may be rejected.
- 9.2 The Ministry will not allow any Bidder to adjust the total Tender amount after Tender Closing.
- 9.3 In the event of a mathematical error or discrepancy in the Itemized Bid Form, the Ministry may request the Bidder to resubmit the Itemized Bid Form without changing the total Tender amount.

## **10.0 ACCEPTANCE OR REJECTIONS OF TENDERS**

- 10.1 The Ministry reserves the right to reject any or all Tenders, and to waive formalities as the interests of the Ministry may require without stating reasons, therefore, the lowest or any Tender may not necessarily be accepted.
- 10.2 The Ministry shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Ministry of any Tender, or by reason of any delay in the acceptance of a Tender, except as provided in the Tender Documents.
- 10.3 The Tender shall be irrevocable for a period of 30 days following the date of Tender Opening.

## **11.0 CONTRACT AWARD PROCEDURES**

- 11.1 The Ministry will notify a Bidder that the Tender has been accepted within 30 days of the Tender Opening.

- 11.2 Immediately after the notification, the Ministry will send the standard form contract agreement and other such forms and documents as are necessary to the selected Bidder for execution by the Bidder.
- 11.3 The selected Bidder shall fully execute and return the contract agreement and other such forms and documents, including the required bonds, if applicable, required certificates and declarations as directed in the notification of acceptance of Tender within seven Business days of the date the documents are received.
- 11.4 Following receipt of all properly executed forms and documentation, the Bidder will receive written authority to proceed with the work.

**12.0 FAILURE TO PROVIDE DOCUMENTS OR ENTER INTO CONTRACT**

- 12.1 If the Bidder is a Rated Contractor and fails to return the applicable documents as directed in the notification of acceptance of Tender, within seven Business days of receipt of such notification, the Ministry may reject the Bid on written notice to the Bidder and refer the matter to the Ministry's Qualification Committee without prejudice to any right or remedy the Ministry may have in law.
- 12.2 If the Bidder is a Rated Contractor and fails for any reason to enter into the contract within the specified time, then it shall not be allowed to work on the contract as a subcontractor or be allowed to supply any material, equipment or labour to the contract and the matter shall be referred to the Ministry's Qualification Committee without prejudice to any right or remedy the Ministry may have in law.
- 12.3 If the Bidder is a Non-Rated Contractor and fails to return the applicable documents as directed in the notification of acceptance of Tender, within seven Business days of receipt, the Ministry may reject the Bid, on written notice to the Bidder without prejudice to any right or remedy the Ministry may have in law, and the Ministry may revoke the Bidder's bidding privileges with the Ministry on future Ministry contracts for a period of up to 2 years.
- 12.4 If the Bidder is a Non-Rated Contractor and fails for any reason to enter into the contract within the specified time, then it shall not be allowed to work on the contract as a subcontractor or be allowed to supply any material, equipment or labour to the contract and the Ministry may revoke the Bidder's bidding privileges on future Ministry contracts for a period of up to 2 years without prejudice to any right or remedy the Ministry may have in law.

**13.0 NON-RESIDENT CONTRACTORS REQUIREMENTS**

- 13.1 Non-resident Contractors must provide a retail sales tax "Letter of Compliance" from the Ministry of Finance, failing which the non-resident Contractor shall satisfy the Retail Sales Tax Act and its regulations (as amended from time to time) in lieu therefore.
- 13.2 Non-resident Contractors must provide a copy of their approved Workplace Safety and Insurance Board registration form titled "Registration of Constructors and Employers Engaged in Construction" with their executed documents.

**CONFLICT OF INTEREST**

1. Each bidder must include in its bid submissions confirmation of the following:
  - 1.1 That the bidder does not and will not have any conflict of interest (actual or potential) in submitting its bid or, if selected, with the contractual obligations of the bidder as supplier/consultant under the Contract. Where applicable, a Bidder must declare in its bid any situation that may be a conflict of interest in submitting its bid or, if selected, with the contractual obligations of the bidder as supplier/consultant under the Contract; and
  - 1.2 That the bidder neither has nor has had, access to any Confidential Information as defined below;  
  
"Confidential Information" refers to the confidential information of the Crown (other than confidential information which is disclosed to the bidders in the normal course of the Tender); the Confidential Information is relevant to the Services required by the Tender, or their pricing and the disclosure for which could result in prejudice to the Crown or an unfair advantage to the Bidder.
2. In addition, each Bid shall include the following information:
  - 2.1 A list of the names, addresses and telephone number of the persons who participated in the development of the bid; and
  - 2.2 A list of the names of any former employees of the Ontario Public Service, their job classifications and the particular ministries where these individuals were working immediately prior to their leaving the Crown that the bidder has either appointed to its Board of Directors or employed since April 23, 1997.

The submission of any bidder may be disqualified where the bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, the Minister shall have the right to rescind any contract with the selected bidder in the event that the Minister at his/her sole discretion determines that the selected bidder has made a misrepresentation regarding any of the above, in addition to or in lieu of any other remedies that the Minister has in law or in equity.

**PART 1(a)**

**CERTIFICATION - CONFLICT OF INTEREST  
(Complete Part 1(a) or 1(b) - Do Not Complete Both)**

I/we hereby certify that there is not nor was there any actual or potential conflict of interest or unfair advantage in our submitting the Bid or performing the Work/Services required by the Contract.

In submitting the Bid, our company has no knowledge of or the ability to avail ourselves of confidential information of the Crown (other than confidential information which may be been disclosed by the Minister to the Bidders in the normal course of the Tender) where the confidential information would be relevant to the Work/Services, their pricing or the Tender evaluation process.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

The person who signs this declaration must be an authorised representative of the Tenderer and must have authority to bind the Tenderer.

**PART 1(b)**

**CERTIFICATION - CONFLICT OF INTEREST  
(Complete Part 1(a) or 1(b) - Do Not Complete Both)**

In submitting our Bid, the Bidder declares that the attached is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our company submitting the Bid or performing the contractual obligations of the Supplier/Consultant under the Contract. **(Strike out Paragraph if not Applicable)**

In submitting the Bid, our company has/has no **(Strike out the inapplicable portion)** knowledge of or the ability to avail ourselves of confidential information of the Crown (other than confidential information which may have been disclosed by the Minister to the Bidders in the normal course of the Tender) where the confidential information would be relevant to the Work/Services, their pricing, or the Tender evaluation process and where access to such additional information may prejudice the Crown or be an unfair advantage to the Bidder.

*(If declaring that the Bidder has access to additional information that may be confidential, other than confidential information which may be disclosed by the Minister to the Bidders in the normal course of the Tender, please attach an explanation describing the additional information and how you access to it.)*

With the exception of those situations and/or access to additional information disclosed on the list attached, I/we hereby certify that there is not nor was there any other actual or potential conflict of interest or unfair advantage in our submitting the Bid or performing the Work/Services required by the Contract.

I/We hereby acknowledge that the Minister at his/her sole discretion shall have the right to determine whether or not the declared situations do constitute an actual or potential conflict of interest or whether access to additional confidential information does constitute an unfair advantage over other bidders.

I/We acknowledge that in the event that the Minister finds the situations to be a conflict of interest or access to the additional confidential information to be an unfair advantage that our Bid may be rejected.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

The person who signs this declaration must be an authorised representative of the Tenderer and must have authority to bind the Tenderer.

**PART 2**

**DISCLOSURE - CONFLICT OF INTEREST**

<b>PERSONS WHO PARTICIPATED IN THE PREPARATION OF THE TENDER</b>			
<b>NAME:</b>	<b>ADDRESS:</b>	<b>TELEPHONE NUMBER:</b>	<b>CONTRIBUTION OR % OF WORK:</b>

The work specified in the Contract shall be performed in strict accordance with the following Provisions, Contract Plans, Specifications and Conditions for **CONTRACT NO. 2018-4262**

**SCHEDULE OF PROVISIONS, CONTRACT PLANS, STANDARD DRAWINGS, SPECIFICATIONS AND GENERAL CONDITIONS**

**A. SPECIAL PROVISIONS**

- a) SPECIAL PROVISIONS FOR CONTRACT NO. 2018-4262 ATTACHED
- b) SPECIAL PROVISIONS FOR LABOUR CONDITIONS ATTACHED
- c) LIQUIDATED DAMAGES FOR CONTRACT NO. 2018-4262 ATTACHED

**B. PLANS**

Contract Drawing Book(s).

**C. STANDARD DRAWINGS**

**OPSD**

Dwg No.	Issue Date	Dwg No.	Issue Date	Dwg No.	Issue Date	Dwg No.	Issue Date
0100.0100	Nov 2009	0100.0110	Nov 2006	0100.0120	Nov 2009	0100.0130	Nov 2009
0100.0140	Nov 2002	0100.0500	Nov 2006	0100.0600	Nov 2006	0101.0100	Nov 2006
0101.0110	Nov 2006	0101.0120	Nov 2006	0101.0130	Nov 2006	0101.0140	Nov 2006
0101.0150	Nov 2006	0101.0160	Nov 2006	0101.0170	Nov 2007	0102.0100	Nov 2006
0103.0100	Nov 2006	0103.0110	Nov 2006	0104.0100	Nov 2007		

**MTOD**

N / A

**SSD**

N / A

**The following notes refer to Standard Drawing numbers in Section C above.**

1. OPSDs are available for viewing and download from the Technical Publications website at [www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage](http://www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage).

OPSDs that do not coincide with the most recent version published by OPS can be found in the archives section by selecting the “Go to Archives” tab.

2. MTODs are available for viewing and download from the Technical Publications website at [www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage](http://www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage) under the applicable tabs located to the left of the screen.

MTODs that do not coincide with the most recent version published by MTO can be found in the archives section of the above noted locations by selecting the “Go to Archives” tab.

3. Copies of all applicable Structural Standard Drawings (SSDs) are contained within the Contract Documents.

**D. GENERAL SPECIAL PROVISIONS**

Special No.	Issue Date	Special No.	Issue Date	Special No.	Issue Date
100S02	Mar 2018	100F08M	Jun 2017	100S15	May 2017
100S17	Mar 2018	100F18	Apr 2018	100S19	May 2019
100F28	Nov 2016	100S59	Nov 2016	101S04	Jan 2017
101S18	Apr 1994	101F21	Nov 2014	109S17	Feb 2019
109S18	Aug 2018	109S32	Mar 2018	110F10	Sep 2001
110S17	May 2019	112S10	Dec 2017	113S10	May 2019
113S11	Feb 2019	114S06	Jun 2017	199F14	Aug 2018
199S18	Jun 1992	199F33	Jun 2013	199F43	Mar 2018
199S54	Feb 2018	199S55	May 2004	199S56	Sep 2005
199F57	Dec 2017	199F59	Dec 2017	199S60	Oct 2009
199F63	Mar 2012	199S64	Jul 2016	199S65	Dec 2016
199S66	Mar 2018				

**E. ITEM SPECIFIC SPECIAL PROVISIONS**

Special No.	Date	Item No.
911F10M	May 2016	5
922F01M	Nov 2016	6

The following notes refer to Standard Special Provision (SSP) numbers in Sections D and E above.

1. Special Provisions with an “S” identifier are available for viewing and download from the Technical Publications website at [www.raqs.mto.gov.on.ca/techpubs/cdedsp.nsf](http://www.raqs.mto.gov.on.ca/techpubs/cdedsp.nsf) under the applicable tabs located to the left of the screen.

Special Provisions with an “S” identifier, that do not coincide with the most recent version published by MTO can be found in the archives section of the above noted locations by selecting the “Go to Archives” tab.

2. Special Provisions with an “F” identifier signifies that additional fill-in information has been added to the standard published version of the Special Provision. The entire text of fill-in Special Provisions shall be obtained directly from Section “A” of the Contract Documents.
3. Special Provisions with an “M” identifier signifies that the standard published version of the Special Provision has been modified. The entire text of modified Special Provisions shall be obtained directly from Section “A” of the Contract Documents.

**F. STANDARD SPECIFICATIONS**

**OPSS**



No.	Date	No.	Date	No.	Date	No.	Date
0102	Oct 1992	0906	Nov 2012				

**OPSS - Provincial**

No.	Date	No.	Date	No.	Date	No.	Date
0706	Nov 2016	0911	Nov 2014	0922	Nov 2016	0928	Apr 2012
0929	Nov 2017	0930	Nov 2014				

**G. REFERENCED STANDARD SPECIFICATIONS**

The standard OPS specifications in the following list are applicable to the Contract when referenced by the Contract Documents.

No.	Type	Date	No.	Type	Date	No.	Type	Date
0100	Prov	Nov 2016	0102	Comm	Oct 1992	0106	Prov	Apr 2017
0120	Prov	Nov 2014	0127	Prov	Apr 2018	0180	Prov	Nov 2016
0182	Prov	Apr 2019	0201	Prov	Apr 2019	0202	Prov	Nov 2013
0203	Prov	Nov 2014	0206	Prov	Nov 2014	0209	Prov	Nov 2014
0212	Prov	Nov 2013	0220	Prov	Nov 2014	0301	Prov	Nov 2018
0304	Comm	Nov 2006	0305	Prov	Nov 2016	0307	Prov	Nov 2017
0308	Prov	Apr 2012	0311	Comm	Sep 1988	0312	Prov	Apr 2018
0313	Prov	Nov 2016	0314	Prov	Nov 2015	0316	Prov	Nov 2018
0320	Prov	Nov 2018	0330	Prov	Nov 2014	0331	Prov	Nov 2015
0332	Prov	Nov 2016	0333	Prov	Nov 2015	0335	Prov	Nov 2015
0336	Prov	Nov 2018	0337	Prov	Nov 2017	0341	Prov	Apr 2018
0342	Prov	Nov 2015	0350	Comm	Mar 1998	0351	Comm	Nov 2015
0353	Comm	Sep 1996	0355	Prov	Nov 2014	0363	Prov	Nov 2014
0365	Prov	Nov 2014	0366	Prov	Apr 2017	0369	Comm	Nov 2008
0401	Prov	Nov 2015	0402	Prov	Apr 2017	0403	Prov	Apr 2017
0404	Prov	Nov 2017	0405	Prov	Nov 2017	0407	MTC	Mar 1984
0409	Prov	Nov 2017	0410	Prov	Nov 2015	0415	Comm	Feb 1990
0416	Comm	Feb 1990	0421	Prov	Nov 2015	0422	Comm	Apr 2004
0441	Prov	Apr 2017	0490	Prov	Nov 2018	0491	Prov	Nov 2017
0492	Prov	Nov 2018	0493	Comm	Nov 2009	0501	Prov	Nov 2014
0510	Prov	Nov 2014	0511	Prov	Nov 2018	0512	Prov	Nov 2014
0517	Prov	Nov 2016	0539	Prov	Nov 2014	0578	Prov	Apr 2017
0602	Prov	Nov 2017	0603	Prov	Nov 2017	0604	Prov	Nov 2017
0609	Comm	Nov 2012	0610	Prov	Nov 2016	0611	Comm	Nov 2013
0614	Comm	Nov 2012	0615	Prov	Apr 2017	0616	Prov	Apr 2018
0617	Comm	Nov 2013	0620	Prov	Apr 2017	0621	Prov	Nov 2018
0622	Prov	Apr 2017	0623	Prov	Nov 2018	0630	Prov	Nov 2016
0631	Comm	Nov 2015	0703	Comm	Nov 2014	0704	Comm	Nov 2014
0705	Comm	Nov 2014	0706	Prov	Nov 2016	0707	Comm	Nov 2015
0708	Prov	Nov 2016	0709	Prov	Nov 2018	0710	Comm	Nov 2010

0721	Prov	Nov 2015	0723	Prov	Nov 2015	0732	Prov	Apr 2016
0733	Prov	Nov 2017	0740	Comm	Nov 2010	0741	Comm	Nov 2014
0753	Comm	Nov 2013	0760	Comm	Nov 2014	0771	Prov	Nov 2017
0772	Prov	Nov 2017	0791	Comm	Nov 2014	0801	Comm	Nov 2010
0802	Comm	Nov 2010	0803	Prov	Apr 2018	0804	Prov	Nov 2014
0805	Prov	Nov 2018	0810	Prov	Apr 2017	0811	Prov	Apr 2017
0812	Prov	Apr 2017	0820	Prov	Apr 2017	0821	Prov	Apr 2017
0822	Prov	Apr 2017	0823	Prov	Apr 2017	0824	Prov	Apr 2017
0830	Prov	Apr 2017	0831	Prov	Apr 2019	0832	Prov	Apr 2019
0902	Comm	Nov 2010	0903	Prov	Apr 2016	0904	Prov	Nov 2014
0905	Prov	Nov 2014	0906	Comm	Nov 2012	0907	Comm	Apr 2011
0908	Prov	Nov 2014	0909	Prov	Nov 2016	0910	Prov	Apr 2008
0911	Prov	Nov 2014	0913	Prov	Nov 2017	0914	Prov	Nov 2014
0915	Prov	Nov 2014	0918	Prov	Apr 2017	0919	Comm	Nov 2011
0920	Prov	Nov 2016	0922	Prov	Nov 2016	0928	Prov	Apr 2012
0929	Prov	Nov 2017	0930	Prov	Nov 2014	0931	Comm	May 1994
0932	Comm	Nov 2009	0935	Prov	Nov 2014	0942	Comm	Nov 2009
1001	Prov	Nov 2018	1002	Prov	Apr 2018	1003	Prov	Nov 2017
1004	Prov	Nov 2012	1005	Prov	Apr 2017	1006	Prov	Apr 2017
1010	Prov	Apr 2013	1101	Prov	Nov 2014	1102	Prov	Apr 2017
1103	Prov	Nov 2016	1151	Prov	Nov 2016	1152	Prov	Nov 2016
1153	Prov	Nov 2016	1202	Prov	Nov 2016	1203	Prov	Nov 2016
1204	Comm	Nov 2003	1205	Prov	Apr 2015	1210	Prov	Nov 2016
1212	Comm	Nov 2003	1213	Comm	Mar 1998	1215	Comm	Mar 1998
1301	Comm	Sep 1996	1302	Comm	Sep 1996	1303	Prov	Nov 2014
1305	Prov	Apr 2019	1306	Prov	Apr 2019	1308	Comm	Nov 2003
1315	Comm	Sep 1996	1350	Prov	Nov 2016	1351	Comm	Nov 2004
1352	Comm	Nov 1989	1430	Prov	Nov 2017	1440	Prov	Nov 2014
1441	Prov	Nov 2017	1442	Comm	May 1994	1443	Comm	May 1994
1503	Comm	Nov 2010	1504	Prov	Apr 2017	1505	Prov	Apr 2017
1540	Prov	Nov 2017	1541	Prov	Nov 2017	1601	Prov	Nov 2014
1605	Prov	Nov 2018	1704	Prov	Nov 2014	1712	Comm	Feb 1991
1713	Comm	Feb 1991	1714	Comm	Feb 1991	1715	Comm	Feb 1991
1716	Comm	Feb 1991	1750	Comm	Dec 1983	1801	Prov	Apr 2018
1802	Prov	Apr 2018	1820	Prov	Nov 2014	1821	Comm	May 1993
1840	Prov	Nov 2018	1841	Prov	Nov 2018	1842	Prov	Nov 2018
1843	Prov	Apr 2018	1850	Prov	Apr 2018	1854	Prov	Apr 2018
1860	Prov	Apr 2018	2001	Comm	Nov 2014	2301	Prov	Nov 2014
2401	Prov	Nov 2018	2409	Prov	Nov 2018	2410	Prov	Nov 2017
2414	Comm	Nov 2014	2420	Prov	Nov 2018	2421	Prov	Nov 2017
2422	Prov	Nov 2016	2423	Prov	Apr 2017	2426	Prov	Nov 2017
2428	Prov	Nov 2017	2432	Prov	Nov 2017	2434	Prov	Nov 2016

2452	Prov	Nov 2018	2453	Prov	Nov 2016	2460	Prov	Nov 2018
2461	Prov	Apr 2017	2471	Prov	Nov 2016	2474	Prov	Nov 2016
2475	Prov	Apr 2017	2476	Prov	Apr 2019	2479	Prov	Nov 2017
2485	Prov	Nov 2017	2502	Prov	Apr 2017	2510	Prov	Nov 2017

The following notes refer to Ontario Provincial Standard Specification (OPSS) numbers in Sections F and G above.

1. OPSSs are available for viewing and download from the Technical Publications website at [www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage](http://www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage).

OPSSs that do not coincide with the most recent version published by OPS can be found in the archives section by selecting the “Go to Archives” tab.

## H. GENERAL CONDITIONS

OPSS.PROV 100, MTO General Conditions of Contract, November 2016

This document is available for viewing and download from the Technical Publications website at [www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage](http://www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage) under the heading OPS Volume 5 – MTO General Conditions of Contract and General & Construction Specifications.

**SIGNED STATEMENT BY BIDDER THAT THE BID IS PREPARED AND SUBMITTED WITHOUT COLLUSION OR DECEIT**

The Bidder expressly warrants that the prices contained in his tender whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person or partnership or corporation.

The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Ministry into accepting his tender as a truly competitive tender whether to the prejudice, injury or benefit of the Ministry.

**THE CONTRACTOR BY THIS TENDER OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE PRICES QUOTED AND TERMS CONTAINED HERE IN.**

**Tax Compliance Declaration**

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, bidders are advised that any contract with the Ontario Government will require a declaration from the successful bidder that his/her company's provincial taxes are in good standing.

In order for a company to be considered for a contract award, the bidder must submit the following statement of the company's tax compliance status:

I/we hereby certify that \_\_\_\_\_ at the time of  
(legal name of company)

submitting this bid, is in full compliance with all tax status administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(An authorized signing officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

**SECTION A  
SPECIAL PROVISIONS  
FOR  
CONTRACT NO. 2018-4262**

**AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016**

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Special Provision No. CMO 0001

January 23, 2018

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**Use of WBCMS for Administering the Contract**

**GC 1.07 Definitions**

Subsection GC 1.07 of the MTO General Conditions of Contract is amended by the addition of the following definition:

**Web-Based Contract Management Services (WBCMS)** means a browser based solution that provides an electronic means to record, collect, transmit and store Contract data.

**GC 1.09 Interpretation of Certain Words**

Subsection GC 1.09 of the MTO General Conditions of Contract is amended by the addition of the following:

03. Any reference in the Contract Documents to “Owner Standard Form” or “PH-CC” shall be deemed to mean the electronic equivalent of that form within WBCMS.
- .04 The words “write”, “notify”, “submit”, “issue”, “provide”, “execute”, “report”, “give”, “furnish”, “return”, “apply” and their variations, and other words referring to a communication from the Contractor to the Contract Administrator, or from the Contract Administrator to the Contractor, shall mean the word “electronically using WBCMS” (e.g., “writing electronically using WBCMS”, “notify electronically using WBCMS”).
- .05 When administering Contract data, references to the term “Service Provider” in WBCMS shall mean the “Contractor”.

**GC 3.0 ADMINISTRATION OF THE CONTRACT**

Section GC 3.0 of the MTO General Conditions of Contract, is amended by the addition of the following subsection:

**GC 3.15 Use of WBCMS**

- .01 WBCMS shall be used to administer Contract data. After Contract award, submissions shall only be accepted by the Ministry through WBCMS.
- .02 WBCMS is replacing paper copies therefore it is mandatory to fill the electronic records with all necessary data and attaching a scanned paper version is not acceptable.
- .03 The Owner shall provide subscription information to the Contractor, including purchasing instructions, at the time of Contract award. The following requirements shall apply:
  - a) The Work shall not commence until WBCMS subscriptions have been purchased.

- b) The Contractor shall ensure that a subscription is in place for each role within 5 Business Days of notification and maintained until issuance of the Contract Completion Certificate.
  - c) The Contractor shall agree to the WBCMS terms of service at the time of purchasing subscriptions, and abide by the terms and conditions for the duration of the Contract.
  - d) The Contractor shall purchase an annual subscription for each user in a role for each awarded Contract.
  - e) The Contractor shall maintain 1 Approval Role subscription until receipt of the Release from Warranty Certificate.
  - f) Subscriptions cost \$1350 plus HST per user, per role, per year, and are valid for one year from the date of purchase. There shall be no additional costs to the Owner for using or accessing WBCMS.
  - g) It is the sole responsibility of the Contractor to ensure that internet access is continuously available to all their users at the work location during construction operations. There shall be no additional costs to the Owner for ensuring internet services are available at the work location.
  - h) The Contractor shall use Microsoft Internet Explorer 11 (IE11) as this is the Ministry supported browser.
  - i) The Contractor shall record all activities using WBCMS and the information must be entered on a daily basis. There shall be no additional costs to the Owner for using or accessing WBCMS.
- .04 The roles and responsibilities within WBCMS are defined as;
- a) Company User Administrator - Administers subscriptions, user profiles and assigns staff roles. This role does not require an annual subscription and cannot enter or review Contract data.
  - b) Field Role - Enters Contract data at the work location.
  - c) Office Role - Enters and reviews Contract data.
  - d) Approval Role - Reviews and approves field and office data. Any user in this role has the ability to bind the Contractor.
- .05 When the Contract Documents require the submission of multiple copies of a document, and the document is to be submitted using WBCMS, then only the electronic submission is required.
- .06 A document signed and sealed by one or more Engineer, Ontario Land Surveyor, Professional Geoscientist, or other professional licenced according to federal or provincial legislation shall be submitted electronically using WBCMS. In addition to the electronic submission, within 5 Business Days of the electronic submission using WBCMS, an original signed and sealed copy of the document shall be submitted by hand or by mail to the Contract Administrator.
- .07 Submission of records using WBCMS shall be the legal equivalent of a delivery of original signed documents or information by hand by an authorized representative of the Contractor or the Contract Administrator.

**NOTICE TO CONTRACTOR – MTO Owned Electrical**

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Special Provision

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The Contractor is advised that the Ministry of Transportation (MTO) does not subscribe to the Ontario One Call System. For locates related to all MTO underground infrastructure, the MTO District Office shall be contacted. The contacts are as follows:

MTO Electrical Co-ordinator  
Ottawa/Kingston Operations  
Office: 613-748-5291  
Cell: 613-720-2164

Communications Centre Supervisor  
Ottawa COMPASS Traffic Operations Centre  
Office: 613-742-5319

Once this information is provided by the Ministry, it is the Contractor's responsibility to safeguard the information provided by the Ministry. The costs for any further locates required due to lost information by the Contractor shall be borne by the Contractor.

**NOTICE TO CONTRACTOR – Re-application of By-Law Exemption**

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Special Provision

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A Noise By-law Exemption has been granted by the City of Ottawa. This exemption is valid for 90 days. The Contractor shall re-apply for the exemption from the City of Ottawa every 90 days until completion of work.

The Contractor shall submit Noise By-law Exemption requests to the City of Ottawa a minimum of three (3) weeks in advance of the expiration of the current exemption.

The Contractor shall also include the deadline to submit exemption requests and the exemption expiration dates as milestones on the project schedule submitted to the Contract Administrator.

**NOTICE TO CONTRACTOR**

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Special Provision No. CMOB0007

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**Fairness in Procurement**

Contractors shall adhere to the Fairness in Procurement Act, 2018 and Suppliers from New York Regulation which set out specific mandatory requirements related to the Fairness in Procurement regulation.



Any structural iron used or supplied in the performance of this Contract and permanently incorporated in the surface road or bridge shall be fabricated in a jurisdiction other than New York.

**Structural Iron** means a product that is made of either wrought iron or cast iron or both and that is designed to carry a load, but does not include a product that contains any form of steel.

WARRANT: All contracts with an estimated value greater than \$1,000,000.00 USD.

CUSTODIAN: Finlay Buchanan, Construction Contracts.

**OPERATIONAL CONSTRAINT – Notification to Utilities Companies and Working around Utilities**

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Special Provision

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The Contractor shall determine the location of existing Utilities throughout the contract limits by contacting all applicable Utilities companies. The Contractor shall notify all Utilities companies in writing two (2) weeks prior to the commencement of any construction activities to obtain the location of the Utilities plant.

The Contractor is advised that high voltage underground Hydro One plant exists within the limits of the Contract. The Contractor shall prove the location of the existing Utilities and shall be responsible for providing adequate protection from damage. The Contractor shall exercise extreme caution when working around existing Utilities. Any damage to the existing Utilities plant as a result of the Contractor's construction activities shall be the sole responsibility of the Contractor with no additional cost to the Ministry.

The Contractor shall provide the Contract Administrator with staked layouts for inspection prior to installing any equipment.

**OPERATIONAL CONSTRAINTS – Sidewalk Closures**

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Special Provision

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The lower multi-use pathways adjacent to the Canal shall remain open at all times during construction, excluding for a maximum of five (5) Calendar Days. During the closure of the multi-use pathways, a detour must be in place for cyclists and pedestrians, as detailed in the Contract Drawings.

The upper sidewalk adjacent to Queen Elizabeth Dr. and Colonel By Dr. can be closed for the duration of construction except for during the maximum five (5) Calendar Days when the lower multi-use pathway may be closed as noted above.

Advance notification signs shall be in place two (2) weeks prior to any multi-use pathway or sidewalk impacts, as detailed elsewhere in the Contract documents.

The Contractor shall schedule their operations to comply with the above restrictions.

**OPERATIONAL CONSTRAINT – Illumination for Night Work**

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Special Provision

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Floodlighting used for night work operations shall be adjusted so as to not interfere with the vision of drivers on the affected or opposing lane and also so as to not directed towards residences adjacent to the roadway.

**OPERATIONAL CONSTRAINT – Access to Entrances and Roads**

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Special Provision

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Access to all entrances and roads shall be maintained in a safe and usable condition at all times, as detailed in the Contract documents.

The Contractor shall provide, in writing, notification to the property owner(s)/occupants 48 hours in advance of any temporary impacts.

**OPERATIONAL CONSTRAINT – Notification to Affected Agencies**

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Special Provision

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The Contractor shall notify the following service providers at least two weeks in advance of construction start regarding the construction schedule and changes to traffic flow.

Affected Agencies Contract Information is provided below:

**EMS:**

Paramedic Services, City of Ottawa:  
2475 Don Reid Rd  
Ottawa, ON K1H 1E2  
Ambulance dispatch non-emergency: 613-739-1918  
Customer Services (24 hours): 613-580-4771

Chief, Paramedic Services, City of Ottawa  
110 Laurier Avenue West  
Ottawa, ON K1P 1J1  
613-580-2424 x12895

Director, Ottawa Central Ambulance Communications Centre  
2475 Don Reid Dr.  
Ottawa, ON K1H 1E2  
613-580-2424 x27833

**School Board and School Bus:**

Conseil des écoles publique de l'Est de l'Ontario  
2445, St-Laurent Blvd  
Ottawa, ON K1G 6C3  
613-742-8960, x2256

Conseil scolaire de district catholique du Centre-Est de l'Ontario  
4000 Labelle rue  
Ottawa, ON K1J 1A1  
613-744-2555  
1-888-230-5131

Ottawa Catholic District School Board  
570 West Hunt Club Rd.  
Nepean, ON K2G 3R4  
613-224-4455, x2272

Ottawa-Carleton District School Board  
PO Box 380, 133 Greenbank Road  
Ottawa, ON K2H 6L3  
613-596-8211, x8490

Ottawa Student Transportation Authority  
Confederation Education Centre  
1645 Woodroffe Avenue, Room 102  
Nepean, ON K2G 1W2

Consortium de transport scolaire d'Ottawa  
700, Avenue Industriel, Suite 210  
Ottawa, ON K1G 0Y9  
613-746-3654

**Fire:**

Ottawa Fire Services Headquarters  
1445 Carling Ave.  
Ottawa, ON K1Z 7L9  
613-580-2860

**Local Police:**

City of Ottawa Police Services  
PO Box 9634, Station T  
Ottawa, ON K1G 6H5  
613-236-1222, x5590

Ottawa Provincial Police  
Ottawa Detachment  
PO Box 13490  
1921 Provincial Police Lane  
Kanata, ON K2K 1X6  
613-270-9171

**Federal:**

Nation Capitol Commission  
202-40 Elgin Street  
Ottawa, ON K1P 1C7  
613-239-5000 or 1-800-465-1867

**Parks Canada:**

34 Beckwith Street South  
Smith Falls, ON, K7A 2A8  
613-283-7199 x284

**Municipality:**

City of Ottawa  
City Clerk & Solicitor  
110 Laurier Avenue West  
Ottawa, ON K1P 1J1  
613-580-2424, x21215

City of Ottawa  
General Manager, Emergency & Protective Services  
110 Laurier Avenue West  
Ottawa, ON K1P 1J1  
613-580-2424, x22458

City of Ottawa  
General Manager, Transit Services  
1500 St. Laurent Blvd.  
Ottawa, ON K1G 0Z8  
613-842-3636, x2111

City of Ottawa  
Traffic Incident Management Group  
100 Constellation Dr. 5<sup>th</sup> Floor West  
Ottawa, ON K2G 6J8  
613-580-2424, x23894

City of Ottawa  
Maintenance Supervisor  
Moodie Depot  
613-580-2424, x21040

City of Ottawa  
Project Manager – Signal & Street Lighting Design and Construction Coordination  
613-580-2424, x23179

City of Ottawa  
Supervisor – Traffic Signal Design, Specifications, Inspection  
613-580-2424, x28722

**OPERATIONAL CONSTRAINT – Structural Steel Dimensions**

Special Provision

Prior to ordering structural steel for the girder support system the Contractor shall verify all dimensions and notify the Contract Administrator of and discrepancies.

**OPERATIONAL CONSTRAINT ENVIRONMENTAL – Erosion and Sedimentation Control**

Special Provision

Unless otherwise specified in Table M, the time interval between commencement and completion of any work that disturbs earth surfaces shall be a maximum of 45 calendar days. Commencement of such work shall be considered to have occurred when the original stabilizing ground cover has been removed, including grubbing, or has been covered with fill material. Completion of such work shall be considered to have occurred when the specified cover material (seed and mulch, seed and erosion control blanket, sod, riprap, etc.) has been applied.

Unless otherwise specified in Table M, the period in which the time interval is permitted shall be determined by the Contract Administrator. In addition, this period shall be in compliance with any timing constraints specified elsewhere in the Contract for the application of the specified cover.

Table M

AREA #	AREA BOUNDED BY			TIMING CONSTRAINTS	
	STATION	OFFSET LEFT	OFFSET RIGHT	TIME INTERVAL IN CALENDAR DAYS FROM COMMENCEMENT TO COMPLETION	PERMITTED PERIOD FOR TIME INTERVAL BETWEEN COMMENCEMENT & COMPLETION
<b>No Exceptions For This Contract</b>					

These timing constraints apply regardless of timing of Contract award.

Where interceptor ditches or subsurface drains are specified in the Contract, they shall be constructed before commencement of any related cut or fill.

Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.

Where dewatering is required, and where culverts are cleaned by hydraulic means, effluent shall be discharged so as to prevent entry of sediment to watercourses.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Contract Administrator.

A 200 m stand-by supply of prefabricated silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

Silt fence geotextile shall be a woven, Class I geotextile, having a width of 1 m minimum. It shall have a filtration opening size (FOS) of 840 micrometres maximum, meeting CAN/CGSB 148.1, Method 10.2

**OPERATIONAL CONSTRAINT (ENVIRONMENTAL) - General Environmental Protection Requirements**

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Special Provision

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The Contractor is responsible for protection of people, property and the natural environment from environmental impacts and damage that may result from this contract.

Environmental protection during construction shall:

- a) comply with commitments and conditions of environmental approvals, permits, exemptions, agreements, reports, and clearances provided by the owner;
- b) comply with any other formal environmental approvals, permits, exemptions, agreements, reports and clearances that must be procured by the contractor in order to perform the work; and,
- c) be integrated with environmental and other requirements specified in the contract.

Environmental protection shall include, but not be restricted to the control of materials, equipment and construction operations in order to avoid and minimize:

- a) direct physical damage;
- b) sediment, noise, vibration, dust, chemical, and other emissions; and,
- c) interference with local use, access and passage.

Such control shall include but not be restricted to selection and management of:

- a) materials, including the management of excess and contaminated materials;
- b) equipment, including maintenance of refuelling;
- c) method of construction;
- d) construction site disturbance limits; construction site access, detours and haul roads earth aggregate and rock borrow areas; material storage and disposal areas; equipment storage areas; construction yards; and,
- e) timing, duration and staging of work

All materials used in the construction of temporary physical environmental protection measures shall remain the property of the Contractor.

**OPERATIONAL CONSTRAINT (ENVIRONMENTAL) – Equipment Refueling, Maintenance and Washing**

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Special Provision

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All activities, including equipment maintenance, refueling and concrete truck washing shall be controlled to prevent entry of petroleum products (e.g. gasoline, oils, lubricants), primers, grout, bonding adhesives or other hazardous or deleterious substances including any debris, waste, rubble or concrete materials in all water courses and water bodies within the project limits unless otherwise specified in the contract. Substances are to be stored and mixed on protected surfaces away from the water courses and water bodies within the project limits in order to prevent contamination of soils and waters. Any such material which advertently enters the water courses or water bodies within the project limits shall be removed by the Contractor, at his own expense, in a manner satisfactory to the Contract Administrator.

For mobile equipment and vehicles, maintenance, refueling and truck washing shall be conducted no closer than 30 metres from the water courses and water bodies within the project limits in order to prevent water contamination due to accidental spills.

All large equipment working in or near the water courses and water bodies within the project limits shall be well maintained to avoid contaminant leakage, shall be free of excess surface oil or grease and shall be equipped with spill kits deemed acceptable by the Contract Administrator.

**OPERATIONAL CONSTRAINT (ENVIRONMENTAL) - Prevention of Wildlife Harassment**

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Special Provision

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The Contractor shall not harass or kill any wildlife encountered during construction.

The Contractor shall not block or prohibit wildlife access to culverts. Passage for wildlife through culverts must be maintained throughout construction.

No Additional compensation shall be made for work delays as a result of encounters with wildlife.



**OPERATIONAL CONSTRAINT (ENVIRONMENTAL) – Protection of Species at Risk**

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Special Provision No. ENVR0007

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**Protection of Species at Risk**

Species at Risk (SAR) listed as endangered or threatened under the provincial Endangered Species Act, 2007 or the federal Species at Risk Act, 2002 and identified in Table A to be present within the contract limits shall be protected by implementing the corresponding mitigation measures specified in Table A.

**TABLE A**

<b>SAR</b>	<b>Mitigation Measures</b>	<b>Related OPSS/SP/ Tender Item Code</b>	<b>Location of Mitigation Measures</b>
All SAR: (Blanding's Turtle)	Fact sheets and identification training shall be provided to all onsite personnel for the identification of species at risk which may be encountered within or directly adjacent to the work area.  Blanding's Turtle <a href="https://www.ontario.ca/page/blandings-turtle">https://www.ontario.ca/page/blandings-turtle</a>	Operational Constraint (Environmental) – Prevention of Wildlife Harassment	Throughout project limits
	Daily site inspections/sweeps are required prior to commencing work activities to ensure no species at risk have entered or nested in the construction area for the duration of all project works.	Operational Constraint (Environmental) – Prevention of Wildlife Harassment	
	If SAR are encountered, work must be temporarily suspended until the animal is out of harm's way and the Contract Administrator shall be notified immediately.	Operational Constraint (Environmental) – Prevention of Wildlife Harassment	
	SAR which are encountered within the work zone shall be allowed a reasonable amount of time to leave the work area.	Operational Constraint (Environmental) – Prevention of Wildlife Harassment	
	All exposed soils (e.g. recently disturbed soils) stockpiled topsoil, sand and gravel shall be encircled with silt fence or completely covered with geotextile OR isolated by temporary turtle exclusion barriers to prevent turtles from nesting in the materials between May 15th and July 15 of any year.	N/A	Throughout project limits
	If turtle eggs are encountered or unearthed during the construction activities all operations must immediately stop within 5 m of the turtle eggs;  If a turtle is encountered that has already begun to nest, (i.e., digging and/or sitting in a nest pit), construction activities should stop within 5 m of the turtle, and the turtle be allowed to finish nesting and leave the area of its own accord; and  The Contract Administrator shall be notified immediately if turtle eggs or nests are encountered during construction	N/A	Throughout project limits

Where Table A specifies that a Qualified Person is required, the name of the person shall be provided to the Contract Administrator a minimum of 10 Business Days prior to the commencement of work.

Unless specified elsewhere in the Contract Documents, a record shall be kept of all encounters with SAR that includes the date, location (GPS coordinates preferred), species, a photo of the species encountered, if possible, and any actions taken to protect SAR including but not limited to measures identified in Table A. A copy of the record shall be provided to the Contract Administrator upon contract completion.

**OPERATIONAL CONSTRAINT (ENVIRONMENTAL) - Spill Prevention and Response Contingency Plan**

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Special Provision

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General

This contract involves construction activities adjacent to environmentally sensitive areas within at Rideau Canal.

The Contractor shall have a Spill Prevention and Response Contingency Plan.

Submission

This plan will address procedures for preventing and responding to spills, and equipment and resources that will be available to prevent and/or respond to all potential discharges resulting from the Contractor's operations in this contract.

Emergency spill kit requirements shall be detailed as part of this plan.

The plan shall be submitted to the Contract Administrator no less than seven (7) days in advance of start of construction activities.

**Operational Constraint (ENVIRONMENTAL) – Concrete Removal Control Measures**

**Special Provision**

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**Control Measures During Removal of Concrete/Structure and Structure Repair/Construction**

This special provision describes the requirements for control measures during removal of concrete/structure and structure repair/construction at the Rideau Canal Bridge.

The requirements of this special provision are in addition to those which may be specified elsewhere in the Contract.

The Contractor shall take such measures and provide such protection system or systems to prevent entry of the following materials to watercourse(s):

- (a) materials resulting from concrete/structure removal;
  - (b) materials resulting from structure removal pair/construction;
- and
- (c) effluent from concrete sawcutting.

The following work shall not commence until the Contract Administrator has given permission to proceed in writing.

- (a) removal of concrete/structure and imposition of construction loading on existing structure;
- (b) structure repair/construction; and
- (c) concrete sawcutting

The Contractor shall give the Contract Administrator written notice a minimum of 21 calendar days prior to the date that permission is required to proceed with either of the above work operations. The notice shall include six copies of written descriptions, working drawings and schedules that provide the following:

- (a) the sequence and method of control measures during:
  - (i) removal of concrete/structure;
  - (ii) structure repair/construction; and
  - (iii) concrete sawcutting.
- (b) the details of any construction loads imposed on the existing structure by the control measures.

Permission to proceed with the above will be provided if the Contract Administrator determines that the details of the notice meet the requirements of this special provision.

Where loads are imposed on the existing structure, the drawings will be stamped by the Authority with the words: "Checked only for loads imposed on the bridge, not checked for design of scaffolds and work platforms".

Excess materials resulting from concrete/structure removal and structure repair/construction, and effluent from concrete cutting shall be managed as specified elsewhere in the Contract.

At the conclusion of the work, the control measures shall be removed from the right-of-way.

**OPERATIONAL CONSTRAINTS (ENVIRONMENTAL) – Management of Effluent from Concrete Cutting/Grinding**

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Special Provision

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**1. SCOPE**

This special provision describes the requirements for management of effluent resulting from concrete cutting/grinding, that either:

- (a) runs off the concrete surfaces that are cut/ground, or off any immediately adjacent road surface, before such runoff can dry/ evaporate on the concrete or immediately adjacent road surface;

or

- (b) accumulates/ponds on the concrete that is cut/ground, on any road surface, or in any other location.

These requirements are in addition to those specified elsewhere in the contract and do not relieve the Contractor of obligations imposed by the Contractor's Certificate of Approval for a Waste Management System.

## 2. DEFINITIONS

**Construction Area:** means the road allowance, right-of-way, and property with a boundary common to the road allowance or right-of-way within the contract limits.

**Effluent:** means liquid that is a direct result of concrete cutting or grinding. Effluent includes any stormwater, or surface drainage that becomes mixed with this material. Effluent is classified as liquid industrial waste Class 146 (L).

**Manifest:** means a Regulation 347 Form 1 manifest.

**Receiving Site:** means certified waste processing facility, and certified waste disposal site.

## 3. SUBMISSION AND DESIGN REQUIREMENTS

Where the Contractor's operations will result in effluent from concrete cutting or grinding, that is as specified in Section 1 of this special provision, written agreement of the operator of the receiving site to accept the effluent, shall be submitted to the Contract Administrator a minimum of two weeks prior to commencement of the work.

At the completion of the work, a copy of a release signed by the same receiving site operator or property owner shall be provided to the Contract Administrator.

A copy of the contractor's Certificate of Approval for a Waste Management System shall be provided to the Contract Administrator prior to the commencement of the work.

## 4. CONSTRUCTION

### 4.1 General

Effluent from concrete cutting and grinding operations, that is as specified in Section 1 of this special provision, shall be captured and contained for management in compliance with this special provision.

It is the Contractor's responsibility to obtain any approvals, releases, and agreements, and conditions of same, that are required to implement the Contractor's strategy for the management of effluent.

Effluent resulting from concrete cutting and grinding operations shall be transported to one of the following receiving sites:

- (a) a waste disposal site with a Certificate of Approval for a Waste Disposal Site valid for liquid industrial waste Class 146 (L);
- (b) a waste processing facility with Certificate of Approval for a Waste Disposal Site (Processing) valid for liquid industrial waste Class 146 (L).

For each shipment of effluent from the construction area to any certified receiving site:

- (a) the carrier shall have a Certificate of Approval for a Waste Management System valid for liquid industrial waste Class 146 (L), and shall comply with Sections 4.2 and 4.3 of this special provision; and
- (b) the shipment shall be manifested as specified in Section 4.4 of this special provision.

#### **4.2 Carrier Certification**

The carrier shall have a Certificate of Approval as specified in Sections 4.1 of this special provision. Responsibilities of certified carriers shall include, but not be limited to, the following:

- a) transportation of waste materials produced by the work in accordance with the Certificate of Approval;
- b) carrier responsibilities for waste materials including, but not restricted to, manifesting of liquid industrial waste.

#### **4.3 Certificate of Approval**

The contractors Certificate of Approval for a Waste Management System and the receivers Certificate of Approval for a Waste Disposal Site shall be valid for all of the following:

- (a) the entire period of the work;
- (b) the entire area within the limits of the work and the entire haul route; and
- (c) the equipment to be utilized; and

- (d) waste classification 146 (L).

#### **4.4 Manifesting**

Manifesting shall be as specified in Section 4.1 of this special provision. The carrier shall present a Regulation 347 Form 1 manifest for "Part A" completion by the Contract Administrator. The Contract Administrator shall be notified a minimum of two weeks prior to the first shipment requiring manifesting, and a minimum of 24 hours notice prior to each subsequent shipment requiring manifesting.

### **PROTECTION OF PUBLIC TRAFFIC**

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Special Provision No. 100F08M

June 2017

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#### **Open Excavations**

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non Working Days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations each day.

#### **Location and Storage of Materials and Equipment**

Materials shall not be stored within 4 m of the traveled portion of any roadway except in the medians where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard or obstruction to maintenance operations.

#### **Delivery and Trucking**

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic according to the sections entitled "Restrictions on Construction Operations" and "Permitted Times for Lane and Ramp Closures". This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

Access to and from the highway right-of-way will be restricted to ramps at the interchanges unless otherwise provided for in the Contract.

Median cross-overs shall not be used except where single axle vehicles are entering a passing lane that is closed to traffic.

The Contractor shall obtain the Contract Administrator's prior approval for the location of any "slip-off" or "slip-ons". The Contract Administrator reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

**Restrictions on Construction Operations**

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on days identified under the section entitled "Holiday Restrictions", or during the following periods:

Location	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
Hwy. 417 EBL	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Queen Elizabeth Drive	06:00 – 10:00 15:00 – 19:00	06:00 – 10:00 15:00 – 19:00	06:00 – 10:00 15:00 – 23:59	Not Permitted	00:00 – 19:00
Colonel By Drive	06:00 – 10:00 15:00 – 19:00	06:00 – 10:00 15:00 – 19:00	06:00 – 10:00 15:00 – 23:59	Not Permitted	00:00 – 19:00

**Holiday Restrictions**

The use of construction accesses, shoulder closures, lane closures, ramp closures, and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on the following Canadian or U.S. Statutory/Civic Holidays; or when applicable, after noon on days immediately preceding a Holiday, as shown in the following table:

Name of Holiday	Date	After Noon on the Following Date Preceding the Holiday
Canada Day	Monday, July 1, 2019	Friday, June 28, 2019
Civic Holiday	Monday, August 5, 2019	Friday, August 2, 2019
Labour Day	Monday, September 2, 2019	Friday, August 30, 2019
Thanksgiving	Monday, October 14, 2019	Friday, October 11, 2019
Remembrance Day	Monday, November 11, 2019	Friday, November 8, 2019
Christmas Day	Wednesday, December 25, 2019	Monday, December 23, 2019
Boxing Day	Thursday, December 26, 2019	Monday, December 23, 2019

**Permitted Times for Lane and Ramp Closures**

Lane closures and ramp closures for construction will only be allowed during the following times, subject to the additional restrictions covered under the section entitled "Holiday Restrictions":

**Lane Closures**



**Section Description:** Queen Elizabeth Drive Northbound

Closure	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
One Lane	00:00 – 06:00 10:00 – 15:00 19:00 – 23:59	00:00 – 06:00 10:00 – 15:00 19:00 – 23:59	00:00 – 06:00 10:00 – 15:00	Not Permitted	19:00 – 23:59
Two Lane or Full	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted

**Section Description:** Colonel By Drive Southbound

Closure	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
One Lane	00:00 – 06:00 10:00 – 15:00 19:00 – 23:59	00:00 – 06:00 10:00 – 15:00 19:00 – 23:59	00:00 – 06:00 10:00 – 15:00	Not Permitted	19:00 – 23:59
Two Lane or Full	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted

Full mainline closures will be permitted for installation of overhead sign structures, bridge girders, hydro wire installations/modifications and removal of concrete panels during bridge demolition by saw cutting methods only. The installation over the traveled portion of the highway will require the stoppage of traffic across the full width of the affected set of traffic lanes as well as the closure of the adjacent lane on the other side of the median where applicable.

Closure of a full set of lanes shall only be carried out as follows:

- Ontario Provincial Police must be employed to perform the full closures;
  - The closure shall take place between the hours of 1:00 and 4:00;
- The duration of nightly closures is restricted to fifteen (15) minutes per any 1 hour period or until the end of the traffic queue passes.

**Ramp Closures**

**Ramp Description:** Highway 417 S-E Ramp Metcalfe St. to Nicholas St.

Closure	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
One Lane*	00:00 – 06:00 10:00 – 14:30 22:00 – 23:59	00:00 – 06:00 10:00 – 14:30 22:00 – 23:59	00:00 – 06:00 10:00 – 14:00 23:00 – 23:59	00:00 – 10:00 22:00 – 23:59	00:00 – 10:00 21:00 – 23:59
Two Lane or Full	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted

\* A maximum of two (2) closures are permitted to assist with the delivery/installation of structural steel.

The following ramps shall not be closed at the same time: No two successive on or off ramps shall be closed at the same time.

**Penalty for Early Closing**

On each occasion when the Contractor closes lanes to traffic earlier than the specified times, the Contract Administrator will assess the Contractor an initial penalty of \$1000.00.

Thereafter, a further penalty of \$100.00 per minute will be assessed against the Contractor for every minute outside the permitted closure window that the traffic lanes are not open to traffic. The Contract Administrator will be the sole judge of the length of time of the delay.

**Penalty for Late Opening**

On each occasion when the Contractor fails to reopen the traffic lanes by the specified time, the Contract Administrator will assess the Contractor an initial penalty of \$1000.00.

If traffic lanes are not open within 15 minutes of the specified time, a further penalty of \$1000.00 will be assessed against the Contractor.

Thereafter, a further penalty of \$100.00 per minute will be assessed against the Contractor for every minute that the traffic lanes are not open to traffic. The Contract Administrator will be the sole judge of the length of time of the delay.

**Closure Notification**

Prior to the Contractor closing lanes and/or shoulders, the Contractor shall:

1. Inform the Contract Administrator of any closure, 1 week prior to the start date of the closure.
2. Inform the Contract Administrator of any closure lasting more than one week, at least 2 weeks prior to the start date of the closure.
3. Inform the Contract Administrator of emergency closures as soon as any details are known.
4. Obtain a Closure Notification Number from the Contract Administrator for each closure.

5. Inform the Contract Administrator of any closure that is being canceled subsequent to 1. and 2. above.
6. Notify the MTO Compass Operations Centre by phone (613-748-5296) immediately prior to the set-up of any closure stating the Closure Notification Number and details of the closure.
7. Notify the MTO Compass Operations Centre immediately of any changes to the closure or anticipated problems that may delay the opening time, stating the Closure Notification Number and details of the changes to and/or problems with the closure.
8. Notify the MTO Compass Operations Centre immediately upon removing the closure stating the Closure Notification Number and details of the closure.

**Lane Closures and Speed Control by OPP Officers (Paid Duty)**

It is estimated that zero (0) OPP-assisted lane closures will be required to execute the Work.

It is estimated that zero (0) Days of OPP speed control activities will be required to execute the Work.

**Basis of Payment**

Section 706.10 of OPSS 706 is amended in that payment for all costs associated with the number of lane closures and the number of days of speed control activities stipulated above is deemed to be included in the Temporary Traffic Control Signs item and no additional payment will be made.

Any additional OPP-assisted lane closures and speed control activities that result from the Contractor's chosen sequence and/or method of operation are deemed to be included in the Temporary Traffic Control Signs item and no additional payment will be made.

If an authorized third party stipulates that additional OPP-assisted lane closures or speed control activities are required, the Owner will compensate the Contractor for the cost of the OPP services as a Change in the Work.

**AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016**

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Special Provision No. 100F18

April 2018

**Addition of Other Authorities**

**GC 6.02 Indemnification**

Clause GC 6.02.01 of the MTO General Conditions of Contract is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Contractor shall indemnify and hold harmless the Owner, the Contract Administrator and National Capital Commission (NCC), and their agents, officers, and employees, from and against all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are:

**GC 6.03.02 Commercial General Liability Insurance**

Clause GC 6.03.02.01 of the MTO General Conditions of Contract is amended by deleting point a) in its entirety and replacing it with the following:

- a) The Owner, the Contract Administrator and National Capital Commission (NCC) as additional insureds with respect to liability arising in the course of performance of the Contractor’s obligations under or otherwise in connection with the Contract Documents.

**AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016 - Property; Aircraft and Watercraft; Boiler; and Contractor’s Equipment Insurance**

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Special Provision No. 100F28

November 2016

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**CG 6.03 Contractor’s Insurance**

Subsection GC 6.03 of the MTO General Conditions of Contract is amended by the addition of the following:

**Aircraft and Watercraft Liability Insurance**

Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than five million dollars (\$5,000,000) for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than thirty (30) days' written notice in advance of cancellation, change or amendment restricting coverage.

**OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE**

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Special Provision No. 101F21

October 2018

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**List of Designated Substances**

In accordance with the *Occupational Health and Safety Act, R.S.O. 1990, c. 0.1*, the Contractor is advised of the presence of the following Designated Substance(s):

Substance	Location
Arsenic	None Detected

Substance	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	None Detected
Silica	Assumed present in all concrete, concrete products, and mortar
Benzene	Assumed to be present in asphalt surface
Vinyl Chloride, Coke Oven Emissions, Ethylene Oxide, Acrylonitrile and Isocyanates	None Identified
Mercury	None Identified
Lead	On abutments and girders

**USE OF AIR COOLED IRON BLAST FURNACE SLAG AS GRANULAR MATERIAL**

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Special Provision No. 110F10

September 2001

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**SCOPE**

This special provision covers the requirements for the use of air cooled iron blast furnace slag as granular material in road construction.

**DEFINITIONS**

**Slag:** means air cooled iron blast furnace slag.

**CONSTRUCTION**

**General Operational Constraints**

For those applications permitted in this special provision, it is the Contractor's responsibility to notify the District Manager of the local District Office of the Ministry of the Environment (MOE), of the locations where slag will be utilized.

The Contractor shall prepare a contingency plan that specifically addresses management by the Contractor, during construction, of any odour and leachate which may be generated by the slag material. The plan shall include but not be limited to the following:

- a. a strategy for containment, cleanup and disposal of leachate to ensure a quick and comprehensive response to any escape of leachate from the construction site;
- b. a strategy for communicating with MOE and other regulatory authorities in the event of any escape of leachate;

- c. a strategy to identify the project specific causes of leachate problems as well as a commitment to developing short and long term corrections; and
- d. a strategy for dealing with public complaints about odour problems which may occur.

**Restrictions On the Use of Slag**

- a. Slag is prohibited for any application below top of subgrade.
- b. Slag may be applied above subgrade with the following exceptions:  
N/A
- c. During construction, water shall not be directed, through means such as channelized flow or dewatering effluent, to areas where slag has been placed.
- d. When placing slag, the Contractor shall ensure that the material is graded and placed in a manner which ensures free drainage and prevents ponding on, within or against the material.

**SUBMISSION AND DESIGN REQUIREMENTS**

**Notification of Sites Intended to be Used for the Placement of Slag**

Three weeks prior to receipt of the slag material at the job site, a completed Notification of Intended Placement of Slag Form, included in this special provision, shall be submitted to the attention of the District Manager of the appropriate local District Office of the Ministry of the Environment. The notification shall include a copy of this special provision and a copy of the contingency plan required by this special provision.

Three weeks prior to receipt of the slag material on the job site, copies of the completed Notification of Intended Placement of Slag Form and the Contractor's contingency plan for the use of slag material shall be supplied to the Contract Administrator, and to the Manager/Supervisor of the MTO Regional Environmental Office/Unit.

**Notification of Intended Placement of Air Cooled Iron Blast Furnace Slag Form**

Highway: \_\_\_\_\_ MTO Contract No. \_\_\_\_\_

Location of Contract: \_\_\_\_\_

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Construction Administrator: \_\_\_\_\_

The following describes the Contractor's intended locations for placement of slag on the noted MTO Contract currently under construction. By signing this form the noted Contractor acknowledges to the Ministry of the Environment that all locations proposed to be used by the Contractor for the placement of slag meet the requirements of the special provision attached.

**1. Source of Slag**

The material source is as follows:

Name and address of the commercial source;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Site Description**

The site description includes the following:

An identification of the location of the work project including a map reference;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Location for Placement of Slag**

Attach descriptions (including station numbers) detailing the following:

- a) use and location of the slag, including a detailed plan of the material placement site (and typical cross section if necessary); and
- b) quantities/volume of material to be placed at the location specified.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Name of Construction Company

**INFORMATION TO BIDDERS REGARDING AGGREGATE SOURCES**

Special Provision No. 199F14

August 2018

**General**

The Contractor must demonstrate the ability of aggregate sources to produce aggregate that satisfies the requirements of the Contract Documents.

During tendering, a request for approval for use of an MTO/Crown source not listed on an Aggregate Sources List (ASL) shall be made through the bid enquiry process. Any MTO/Crown sources not listed on an ASL may be used, subject to the approval of the Head, Regional Geotechnical Section. If approval is granted, the ministry’s ASL Conditions of Information shall apply.

For enquiries related to Crown sources or sources under permit to MTO, Contractors may contact the appropriate Regional Geotechnical Section to request available Mineral Aggregate Inventory Data Bank (MAIDB) information.

For enquiries related to a specific commercial and/or private source, the Contractor may contact the Aggregate Unit of the appropriate Regional Geotechnical Section to access available Mineral Aggregate Inventory Data Bank (MAIDB) information provided they have written consent from the source owner.

Regional Geotechnical Section offices are located in:

Location/Office	Region	Telephone #	Fax #
Kingston	East	(613) 545-4794	(613) 540-5106
North Bay	Northeast	(705) 497-5478	(705) 497-5499
Thunder Bay	Northwest	(807) 473-2090	(807) 473-2022

For aggregate related enquiries for sources located in Central Region or West Region, please contact:

Location/Office	Region	Telephone #	Fax #
Materials Engineering and Research Office, Soils and Aggregates Section	Central	(416) 235-3736	(416) 235-4101
	West		

Access to the information in MAIDB is provided for the convenience of the Contractor only. Since MAIDB information is dated and subject to interpretation, the information is not guaranteed.

For Contracts that include concrete items, Structural Concrete Aggregate Source Lists and Concrete Base/Pavement Aggregate Source Lists, as applicable, are available on the RAQS/MERX website: [www.raqs.merx.com/public/bulletin/bulletin.jsf](http://www.raqs.merx.com/public/bulletin/bulletin.jsf)



**Earth Borrow, Rock Supply, Granular Base, and Conventional Hot Mix Aggregates**

This contract includes an Aggregate Sources List (ASL) for earth borrow, rock supply, granular base, and conventional hot mix aggregates as applicable. This ASL provides information on Wayside, Crown, Letter of Approval, or Permit/Lease to Extract Aggregates from Indian Reserve Lands sources as applicable. The ASL for this contract does not provide information on commercial sources. A commercial source (pit, quarry, or both) means a place where aggregate or a product containing aggregate is made available for sale.

Commercial sources include:

- a) a licensed source; or
- b) a private source on Crown land, under an Aggregate Permit; or
- c) an established private source on private land, subject to compliance with municipal by-laws and zoning, including a legal non-conforming use, in an area of the province not designated by the Aggregate Resources Act; or
- d) established private sources in unorganized territory.

For information regarding commercial sources, Contractors may refer to the following sources of information:

- a) Commercial Aggregate and Membership Directory, available through Ontario Stone, Sand & Gravel Association (OSSGA);
- b) Aggregate License/Permit List, available through the Ministry of Natural Resources and Forestry (MNR); [www.ontario.ca/environment-and-energy/find-pits-and-quarries](http://www.ontario.ca/environment-and-energy/find-pits-and-quarries), and
- c) Aggregate Resources Inventory Papers (ARIPs), available through the Ministry of Northern Development and Mines (MNDM). [www.geologyontario.mndm.gov.on.ca/index.html](http://www.geologyontario.mndm.gov.on.ca/index.html)

**CONSTRUCTION NOISE CONSTRAINTS**

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Special Provision No. 199F33

June 2013

**Noise Sensitive Areas**

This Special Provision covers the requirements for control of construction noise produced by the Contractor's operations. With the exception of any exemptions from municipal noise control bylaws that may be specified

in the Contract Documents, these requirements do not relieve the Contractor of other obligations imposed by statute or by municipal bylaw.

Noise constraints in noise sensitive areas are as follows:

**Noise Sensitive Area # 1**

<b>Noise Sensitive Area Limits</b>	
Throughout Contract Limits	
<b>Constraint</b>	<b>Constraint Details</b>
Equipment Maintenance	Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to non-defective muffler systems, properly secured components, and the lubrication of moving parts.
Equipment Operation	Idling of equipment shall be restricted to the minimum necessary to perform the specified work.

**OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT**

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Special Provision No. 199F43	March 2018
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Other work may be in progress within or adjacent to the limits of this contract.

The Contractor shall coordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time, or adversely affect each other’s work.

The Contractor shall ensure that a minimum separation of 500 m is maintained between the operation included in this contract and the work within and/or adjacent to this project, done by others.

The Contractor shall provide a written submission to the Contract Administrator explaining how the work with other Contractors will be coordinated.

The following work is ongoing:

- Contract 2018-4025, Highway 417 Nicholas Street Underpass Replacement
- Contract 2018-4024, Hwy 417/O-Train Overpass Replacement

- Contract 2018-4278, MTO Electrical work at Pretoria and Bronson
- City of Ottawa Project, Elgin Street Renewal

**GENERAL REQUIREMENTS OF SAMPLES FOR QUALITY ASSURANCE, REFEREE AND OTHER TESTING BY THE OWNER OR THE OWNER'S AGENT**

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Special Provision No. 199F57

December 2017

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**Scope**

This Special Provision covers the minimum requirements for the handling, identification, and delivery of samples to a laboratory for quality assurance, referee and other testing by the Owner or the Owner's agent.

**Sampling and Identification**

All samples shall be obtained and packaged by the Contractor, in the presence of the Contract Administrator or a designated representative. All samples shall be provided with a unique number by the Contract Administrator for identification purposes.

Sampling, handling, and storage of samples shall be as specified in the Contract Documents. Notwithstanding, the Owner may take samples for its own purposes at any time from any location. The Contractor shall furnish all reasonable assistance to the Owner and shall require its Subcontractors and suppliers to do the same.

The Contractor shall supply sample containers and all relevant Material Safety Data Sheets or Safety Data Sheets. All containers used for samples of materials controlled under the Workplace Hazardous Materials Information System shall be appropriate for the materials and shall be labelled and accompanied with the relevant Material Safety Data Sheets or Safety Data Sheets.

The Contractor shall package all samples to minimize risk of damage or contamination during transport. Once packaging is complete, the Contractor shall inspect all samples and confirm each sample and packaging is acceptable to the Contract Administrator for delivery.

After inspecting and determining that each sample is acceptable for delivery, the Contractor shall enter the sample data information. Upon the Contractor submitting the sample data information, the Contractor accepts responsibility that the information entered is accurate.

The Contractor shall place bags or containers of samples into clear polyethylene security bags supplied by the Owner when instructed by the Contract Administrator. At this point, the Contract Administrator shall take possession of, and assume responsibility for the samples. The Contract Administrator or his representative may apply security seals.

The Contractor shall be responsible for all costs associated with obtaining new samples if the original samples did not conform to the sampling requirements (e.g. weight and size) and were deemed unsuitable for testing by the laboratory or the Owner.

### **Sample Delivery by the Contractor**

The Contractor shall be responsible for the delivery of concrete cylinders for strength and grout cubes for strength determination, and bridge bearing pads, to the laboratory designated by the Owner. All other samples shall be delivered by the Contract Administrator.

Samples delivered by the Contractor shall be within the time limits and locations specified in the Contract Documents. The Contractor shall normally deliver samples during normal business hours. Normal business hours are deemed to be from 8:00 a.m. to 5:00 p.m., each Business Day. Where a sample has to be delivered outside these hours, the Contractor shall give the laboratory one full Business Day notice. If the time limits or locations or both for delivering samples are not specified in the Contract Documents, then the sample shall be delivered by the Contractor no later than 2 Business Day(s) from the date of sampling to the regional quality assurance laboratory located within a 150 km radius of the Contract limits.

For all samples delivered by the Contractor, the Contractor shall maintain a record of the date and time of delivery, and the printed name and signature of the authorized individual receiving the sample. The Contractor shall sign the laboratory's records to confirm the date and time of delivery.

The Contractor shall be responsible for all costs associated with obtaining new samples if the original samples delivered by the Contractor are lost or deemed unsuitable for testing by the laboratory or the Owner.

The regional quality assurance laboratory shall be designated by the Owner.

## **NATIONAL ENERGY BOARD (NEB) REGULATED PIPELINES**

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Special Provision No. 199F59

December 2017

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### **1.0 SCOPE**

The Contractor shall comply with regulations pursuant to Section 112 of the National Energy Board Act when using power-operated equipment or explosives within the prescribed area.

The NEB Act and Regulations referenced below must be read in conjunction with and are intended to supplement the general requirements of the Ontario Occupational Health and Safety Act and Regulations for Construction Projects, specifically Section 228, Precautions Concerning Services.

### **2.0 REFERENCES**

This Special Provision refers to the following publications:

National Energy Board Act 112(1) and 112(2)  
NEB Pipeline Damage Prevention Regulations - Authorizations  
NEB Pipeline Damage Prevention Regulations - Obligations of Pipeline Companies  
NEB Pipeline Damage Prevention - Ground Disturbance, Construction and Vehicle Crossings

**3.0 DEFINITIONS**

For the purpose of this specification, the following definitions apply:

**Prescribed Area** means a strip of land measured 30 metres perpendicularly on each side from the centreline of a pipe controlled by the NEB.

**Ground Disturbance** means any activity that may disturb the ground within the prescribed area.

**4.0 COMPLIANCE MEASURES**

The Contractor shall contact all pipeline owners listed below and request from them a copy of their technical guidelines for work adjacent to their pipelines.

Pipeline Owner	Contact Information
N/A	N/A

Activities requiring permission from the pipeline owner include;

- Construction of a facility across, on, along, or under a pipeline, including the pipeline right of way;
- Ground disturbance activities in the prescribed area;
- Ground disturbance using explosives or mechanical equipment within the prescribed area;
- Operation of a vehicle or mobile equipment across a prescribed area, outside the travelled portion of a highway or public road, or;
- Seismic/vibration activity within the prescribed area.

The Contractor shall submit a written application to the pipeline owner in accordance with the requirements of the pipeline owner, seeking permission to perform the work under this Contract.

The Contractor shall immediately submit a copy of the approved application to the Contract Administrator once received from the pipeline owner.

The Contractor shall comply with all conditions, requirements and procedures of the pipeline owner and not proceed with the work until written permission has been received.

Once the pipeline owner has given its permission, the Contractor shall comply with the following:

- Initiate a locate request at least three Working Days before the day on which the construction or ground disturbance activity is planned in the prescribed area, by calling Ontario One Call, or by calling the pipeline company where there is no Ontario One Call centre, to have the pipe located and marked.
- Witness the pipe being located and marked and become familiar with the meaning of the pipeline markings.

- Review NEB requirements with all persons working on your behalf and keep a copy of the approved application on site.
- Expose the pipe by hand digging or other acceptable excavation techniques approved by the pipeline company prior to any mechanical excavation within three metres of the pipe.
- Notify the pipeline company 24 hours prior to backfilling over the pipe or facilities, where the pipe or facilities have been exposed.
- Follow the instructions of the pipeline company's authorized field representative.
- Immediately notify the pipeline company if any contact is made with the pipe or its coating.

The Contractor shall comply with the following rules for ground disturbance within three metres of the pipe. Ground disturbance using mechanical equipment is not permitted within three metres of the pipe except under the following conditions:

- a) When the excavation runs parallel to the pipe and;
  - i. the pipe has been exposed by hand at sufficient intervals to confirm the pipe's location or;
  - ii. the pipeline company has used a method that would permit it to confirm the pipe's exact location and has informed the person of that location.
- b) When the excavation crosses the pipe and;
  - i. the pipe has been exposed by hand at the point of crossing or;
  - ii. the pipeline company has used a method that would permit it to confirm the pipe's exact location, has informed the person of that location and has confirmed that the pipe is at least 60 cm deeper than the proposed excavation.

And

- c) When the ground conditions render it impractical to locate the pipe using any of the methods set out in (a) and (b), the pipeline company directly supervises any excavation.

The Contractor shall not move or alter the pipe or its fittings, or in any other way interfere with the pipe without the written consent of the pipeline owner.

**NAVIGABLE WATERS PROTECTION**

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Special Provision No. 199F63

March 2012

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As part of the work to be performed at the contract price for the appropriate tender items, the Contractor shall supply all labour, Equipment and Materials to provide temporary lighting and warning signals upstream and downstream of the construction to clearly illuminate the construction for river traffic at night, and ensure that the channel is not constricted by construction operations and is adequately marked by standard yellow warning lights during construction.

Additional Requirements:

A 30 m wide navigational channel, centred in the Canal, shall be maintained at all times. The existing vertical clearance/opening within the 30m wide navigation channel shall be maintained at all times.

**TEMPORARY TRAFFIC CONTROL SIGNS - Item No. 1**

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Special Provision

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**AMENDMENT to OPSS 706, November 2016**

**706.01 SCOPE**

Section 706.01 of OPSS 706 is amended by the addition of the following:

The supply, installation, relocation and removal of all regulatory and warning signs required for staging, as well as the temporary signs required for Canal signage, as detailed in the Contract Drawings

**FABRICATION OF STRUCTURAL STEEL - Item No. 2**

**DELIVERY OF STRUCTURAL STEEL - Item No. 3**

**ERECTION OF STRUCTURAL STEEL - Item No. 4**

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Special Provision

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**Amendment to OPSS 906, November 2012**

**906.01 SCOPE**

Subsection 906.01 of OPSS 906 is amended by the addition of the following:

The work in these items includes the fabrication, delivery and erection of structural steel, including by not limited to:

For Rideau Canal (EBL) Bridge, Site No. 03x-0067/B1:

- All structural steel beams, HSS sections, bracing, anchor plates, stiffeners, bolts, welding, etc;
- Bearing plates and pintles;
- Williams B7 Threaded Rod Ties, complete with bearing plates, washers and nuts; and
- Coring concrete pier cap to receive Williams Anchor Rods and filling with dowel adhesive

All work is shown on the Contract Drawings.

**906.05 MATERIALS**

**906.05.02 High Strength Bolts, Nuts, and Washers**

Subsection 906.05.02 of OPSS 906 is amended by the addition of the following:

High Strength Nuts for Williams B7 UNC (High Impact Threaded Bar) shall be in accordance with ASTM 194 Grade 2H.

**Subsection 906.05 of OPSS 906 is amended by the addition of the following clause:**

**906.05.07 Threaded Rods**

All steel bars/anchors shall be Williams B7 UNC (High Impact Threaded Bar), in accordance with ASTM A193, with a minimum yield stress and ultimate stress of 720MPa and 860MPa, respectively.

**906.07 CONSTRUCTION**

**906.07.01 Fabrication**

**906.07.01.01 General**

Subsection 906.07.01.01 of OPSS 906 is amended by the addition of the following:

The Contractor shall ensure no damage to existing bridge and/or new structural steel while executing any of the work specified herein. Any damage to structural components to remain caused by the Contractor's removal methods shall be made good at the Contractor's expense. The Contractor shall submit a proposal to the Contract Administrator prior to undertaking remedial work.

All Williams B7 UNC (High Impact Threaded Bar), washers, nuts and bearing plates shall come from the same manufacturer.

**COATING NEW STRUCTURAL STEEL - Item No. 5**



**Supplemental Instructions to Bidders**

Bidders may conduct trial blasting methods as required but subject to the same requirements as specified in the Contract Documents to ascertain effectiveness and rate of production of equipment and abrasive material intended to be employed.

Bidders may select, subject to Owner approval, any area of structural steelwork within the identified contract limits.

Bidders must inform the Regional Manager of Operations of their testing intentions and obtain approval for a specific time framework.

All materials, labour and equipment deemed necessary for the trial operation, shall be supplied at the bidder's expense.

The site shall be cleaned after the trial period so that it is returned to a state equivalent to the original state.

**Amendment to OPSS 911, November 2014**

**911.07 CONSTRUCTION**

**911.07.01 General**

Subsection 911.07.01 of OPSS 911 is amended by addition of the following:

The surfaces of existing structural steel to be cleaned and coated are as follows:

N/A

The coatings previously applied to the existing structural steel are:

N/A

The coatings previously applied to the existing steel railing system are:

N/A

**911.07.03.07 Surface Preparation of Areas Difficult to Access**

Clause 911.07.03.07 of OPSS 911 is amended by the addition of the following:

Areas that are difficult to access during surface preparation are described below:

N/A

**911.07.04 Application of Coating**

**911.07.04.02 Paint Coating Systems**

**911.07.04.02.02 New Structural Steel**

Clause 911.07.04.02.02 of OPSS 911 is amended by the addition of the following:

The coating system to be used is:

- Epoxy-zinc /epoxy/polyurethane Low VOC system

The colour of the coating shall be 16307 Grey according to Federal Standard 595B

**911.07.04.02.03 Existing Structural Steel**

Clause 911.07.04.02.03 of OPSS 911 is amended by the addition of the following at the end of the second paragraph:

The coating system to be used is:

N/A

**911.07.04.04 Coating of Areas Difficult to Access**

Clause 911.07.04.04 of OPSS 911 is amended by the addition of the following:

Areas that are difficult to access for coating application are described below:

N/A

**BEARINGS - Item No. 6**

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Special Provision No. 922F01

November 2016

**Amendment to OPSS 922, November 2016**

**906.05 MATERIALS**

**922.05.02 Grout**

Subsection 922.05.02 of OPSS 922 is amended by the addition of the following sentence:

Grout under the base plates of the top and bottom cross-beams shall be cement based, non-shrink, non-staining, and approved by the Owner. Grout shall have a minimum 7-Day compressive strength of 35MPa.

**922.07 CONSTRUCTION**

**922.07.05 Grouting**

Subsection 922.07.05 of OPSS 922 is amended by deleting the second paragraph in its entirety and replacing it with the following:

The thickness of the grout bedding under base plates shall be a minimum of 25mm. The substrate shall be roughened by bush hammering, cleaned, and prewetted prior to grouting. Cross-beams shall not be allowed until the grout has reached a minimum strength of 35 MPa. Cold weather protection for grout installation shall be as per manufactures recommendations.

**922.07.11 Sampling for Quality Assurance Testing**

**922.07.11.01 Sampling of Bearings**

Clause 922.07.11.01 of OPSS 922 is amended by the addition of the following:

The following elastomeric bearings shall be provided as test samples for destructive testing purposes, as noted in Table 1. These bearings are in addition to those required for installation on the Contract.

**TABLE 1  
Elastomeric Bearing Test Samples for Destructive Testing**

Number of Samples to be Tested	Dimensions	Plain or Laminated	Number of Bearings Represented by Sample	Structure Identification	Bearings Location Represented by Test Sample
1	600x300x60	Laminated	4	Rideau Canal	At East & West Pier under temporary support

**922.10 BASIS OF PAYMENT**

**922.10.02.01 Elastomeric Bearings with Steel Laminates**

Clause 922.10.02.01 of OPSS 922 is amended by the addition of the following to the third paragraph.

For the purpose of administering this payment adjustment, where rotational bearings are included in this tender item Bearings, the total value of all elastomeric laminated bearings shall be considered to be one half of the total value of this tender item. Where only elastomeric bearings are included in this tender item, the total value of all elastomeric laminated bearings shall be considered the total value of this tender item.

**ACCESS TO WORK AREA, WORK PLATFORM AND SCAFFOLDING - Item No. 7**

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Special Provision

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**Amendment to OPSS 928**

**928.01 SCOPE**

Section 928.01 of OPSS 928 is amended by the addition of the following:

Under the above-noted tender item, the Contractor shall:

- a) Provide access to the work area(s), suitable work platform(s) to accommodate the work in the Contract.
- b) Provide containment systems to prevent materials, debris and effluent arising from the work from falling into roadway below; and
- c) Remove work platforms and containment systems upon completion of the work.

**928.04 DESIGN AND SUBMISSION REQUIREMENTS**

Section 928.04 of OPSS 928 is amended by the addition of the following:

All temporary platforms and containment systems shall be designed in accordance with CSA S269.1-1975 (R1988), Occupational Health and Safety Act, the latest edition of the CHBDC, all regulations pertaining to the work, and other relevant standards for materials proposed to be used by the Contractor. The temporary platforms shall be capable of sustaining all loads arising from workmen, materials, and equipment as well as concrete debris, and impact forces.

Debris platform and containment system design shall be according to CSA S6. The debris containment system shall satisfy all OHS requirements.

**The debris platform shall extend a minimum of three (3) metres beyond the edge of travelled lanes.**

**928.04.03 Submission Requirements**

**928.04.03.01 Access to Work Areas, Platforms, and Scaffolding**

Section 928.04.03.01 of OPSS 928 is amended by the addition of the following:

The Contractor shall submit three (3) sets of debris platform Working Drawings to the Contract Administrator at least 7 days prior to commencement of removals, for information purposes only. Prior to making a submission, the seals and signatures of a design Engineer and a design-checking Engineer shall be affixed on the Working Drawings verifying that the drawings are consistent with the Contract Documents.

Where multi-discipline engineering work is depicted on the same Working Drawings and the design or design-checking Engineer or both are unable to seal and sign the Working Drawings for all aspects of the work, the drawings shall be sealed and signed by as many additional design and design-checking Engineers as necessary.

The Contractor shall have a copy of the Working Drawings at the site during debris platforms and containment systems installation.

Debris platform containment system Working Drawings shall include at least the following:

- a) Platform support details
- b) Containment system support details
- c) Method of erection
- d) Connections details
- e) Material specifications and grades
- f) Containment system details
- g) Design loads
- h) Capacity of proprietary products.

**9.28.07 CONSTRUCTION**

**9.28.07.02 Access to Work Area, Work Platform, and Scaffolding**

Section 928.07 of OPSS 928 is amended by the addition of the following:

Prior to commencement of railing removals, the Contractor shall install debris platforms, containment and collection systems to ensure that any materials as a result of removal operations, and effluent from sawcutting is managed and prevented from falling onto live traffic lanes. The debris containment and collection system shall be installed in accordance with the Working Drawings and Contract Documents. If the installation is not in accordance with the Working Drawings, as determined by the Contract Administrator, the installation shall be modified to be in accordance with the Working Drawings to the satisfaction of the Contract Administrator.

At the conclusion of the work, the debris platforms and collection systems shall be removed from the right-of-way.

**928.10 BASIS OF PAYMENT**

Section 928.10 of OPSS 928 is amended by the addition of the following:

No additional payment will be made for interim removal and re-installation of platforms, scaffolding and containment systems required by construction staging.

**CONCRETE REMOVAL - PARTIAL DEPTH - TYPE B - Item No. 8**

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Special Provision

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**Amendment to OPSS 928**

**928.01 SCOPE**

Section 928.01 of OPSS 928 is amended by the addition of the following:

Under the above-noted tender item, the Contractor shall: remove concrete, partial depth, from the following locations:

- a) Remove delaminated / deteriorated concrete from girders at temporary support locations prior to installing temporary supports;
- b) Remove delaminated / deteriorated concrete from girder soffit/facia as directed by the Contract Administrator.

All of the above shall be as shown on the Contract Drawings.

**BASIS OF PAYMENT**

Payment at the contract price for the above tender item shall include all necessary labour, materials, and equipment required to do the work.

**CONCRETE REMOVAL - PARTIAL DEPTH - TYPE C - Item No. 9**

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Special Provision

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**Amendment to OPSS 928**

**928.01 SCOPE**

Section 928.01 of OPSS 928 is amended by the addition of the following:

Under the above-noted tender item, the Contractor shall: remove concrete, partial depth, from the following locations:

- a) Remove delaminated / deteriorated concrete from pier cap at temporary supports locations, prior to installing temporary supports;
- b) Remove delaminated / deteriorated concrete from pier cap, columns, and bearing seat pedestals.

All of the above shall be as shown on the Contract Drawings.

**BASIS OF PAYMENT**

Payment at the contract price for the above tender item shall include all necessary labour, materials, and equipment required to do the work.

**CONCRETE PATCHES, FORM AND PUMP - Item No. 11**

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Special Provision

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**Amendment to OPSS 930**

**930.01 SCOPE**

Under the above-noted tender item the Contractor shall include deteriorated concrete patch repair using the form and pump placement method on the following locations (if applicable) to the limits demarcated by the Contract Administrator:

- a) Soffit and fascia of concrete girders and diaphragms;
- b) Vertical surfaces of pier cap, columns and bearing seat pedestals, and;
- c) All stainless steel screws and galvanized welded wire mesh to facilitate repairs.

All as shown on the Contract Drawings and/or as directed by the Contract Administrator.

**BASIS OF PAYMENT**

Payment at the contract price of the above tender item shall include all necessary labour, materials and equipment required to do the work.



**SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE OWNER**

Pursuant to Subsection GC 5.01, Supply of Material, this Special Provision lists all the Materials to be supplied by the Owner:

- (A) **The Owner supplies the following Materials F.O.B. haulage vehicles at a point within the Working Area. Deliveries to the Working Area shall be as requested by the Contractor but subject to the approval of the Contract Administrator:**

Nil

The Contractor shall complete Owner’s Standard Form PH-CC-765 "Contract Material Delivery Schedule", detailing the Contractor's required delivery date for each item of Material to be supplied by the Owner.

The form shall be completed in triplicate and returned to the Team Lead, Contract Tendering Section within the time limit specified by the Owner in a letter to the Contractor.

At any time following the required delivery date which the Contractor enters in Form PH-CC-765 for each item of Material, the Contractor shall either accept delivery of that Material when required by the supplier or shall make alternative arrangements satisfactory to the supplier which do not result in any additional cost to the Owner.

- (B) **The Owner supplies the following Materials as indicated below:**

<u>Material</u>	<u>Quantity</u>	<u>Supply Point</u>
Contract Information Signs	4 each	Patrol 79 - Kanata Patrol Yard, 214 Didsbury Rd, Ottawa, ON

This Special Provision shall take precedence over all other Special Provisions with respect to the supply of the above materials.

THE CONTRACTOR SHALL SUPPLY **ALL** OTHER MATERIALS FOR THIS CONTRACT.

**SECTION B  
FAIR WAGE PROGRAM**

**Labour Conditions for Road Building Contracts  
(Classifications and wage rates listed in attached schedules)**

**DEFINITIONS**

1. In these Labour conditions,
  - (1) "Contract" means a Contract between \_\_\_\_\_ (Owner) Ministry/Crown Corporation/agent \_\_\_\_\_ and the Contractor for the Work at \_\_\_\_\_ (location).
  - (2) "Contractor" refers to  
\_\_\_\_\_  
(name of business)  
\_\_\_\_\_  
(business address)  
\_\_\_\_\_  
(business phone no./fax no.)
  - (3) "Employee" means a person in the employ of the Contractor a Sub-Contractor or any other person doing or contracting to do the whole or any part of the Work contemplated by this Contract.
  - (4) "Employer" means the Contractor, and/or any of the Contractor's Sub-Contractors, who has control or direction of, or is directly or indirectly responsible for, the employment of a person therein.
  - (5) "Fair Wage" or "Fair Wage Rates" means the respective wage rates listed in the attached Schedule(s), or any revisions from time to time, for each classification of labour.
  - (6) "Owner" refers to the ministry, crown corporation or agent named in subsection (1) as one of the contracting parties of the Contract.
  - (7) "Provincial Zone" means a geographic area in the Province of Ontario which is designated by the Ontario Ministry of Labour from time to time as non-urban, for the purpose of establishing the Fair Wage Rates.
  - (8) "Regular rate" means
    - (a) the hourly rate paid to an Employee for her/his normal non-overtime work week; or

- (b) in the case of an Employee to whom clause (a) does not apply, the amount obtained by dividing her/his total earnings for the week by the number of hours he or she worked in the week;
- (9) "Sub-Contractor" means any person, firm or corporation having a Contract for the execution of a part or parts of the Work included in the Contract, or a person, firm or corporation furnishing material called for in the Contract and worked to a special design according to the Contract but does not include one who merely furnishes material not so worked.
- (10) "Urban Zone" means a geographic area in the Province of Ontario which is designated by the Ontario Ministry of Labour from time to time as urban, for the purpose of establishing the Fair Wage Rates.
- (11) "Work on roads" means the preparation, construction, finishing and construction maintenance of roads, streets, highways and parking lots and includes all work incidental thereto other than work on structures.

"Work on structures" means the construction, reconstruction, repair, alteration, remodelling, renovation or demolition of any bridge, tunnel or retaining wall and includes the preparation for and the laying of the foundation of any bridge, tunnel or retaining wall and installation of equipment and appurtenances incidental thereto.

The Ontario Minister of Labour may at his or her sole discretion determine whether any particular work is to be classified as work on roads or as work on structures and such decision may be made notwithstanding the definitions in subsection (11).

### **GENERAL**

- 2. (1) These Labour Conditions are subject to the Employment Standards Act and the regulations made thereunder.
- (2) These Labour Conditions are intended for application primarily to work on the Contract site. Work that is carried out at sites that are not in the immediate vicinity of the Contract site or that are not used exclusively for the purposes of Contracts including municipal contracts containing similar Labour Conditions will not be subject to these Labour Conditions.

### **HOURS OF WORK -- GENERAL**

- 3. (1) Subject to section 4, the regular work week for a person employed on work on roads being done under this Contract or any other Contract subject to these or similar Labour Conditions shall not exceed fifty-five hours and all time worked by such person in excess of fifty-five hours a week shall be overtime.
- (2) Subject to section 4, the regular work week for a person employed on work on structures being done under this Contract or any other Contract subject to these or similar Labour Conditions shall not exceed forty-four hours and all time worked by such person in excess of forty-four hours a week shall be overtime.

**HOURS OF WORK - PROVINCIAL ZONE**

4. (1) The regular work week for a person employed on work on roads being done in the provincial zone under this Contract or any other Contract subject to these or similar Labour Conditions shall not exceed fifty-five hours and all time worked by such person in excess of fifty-five hours a week shall be overtime, except that part of the hours of work in excess of fifty-five hours a week which, together with the hours worked in the preceding week, do not exceed fifty-five hours in that preceding week, but in no case shall the number of hours that can be included in the hours of work for that preceding week exceed twenty-two hours.
- (2) The regular work week for a person employed on work on structures being done in the provincial zone under this Contract or any other Contract subject to these or similar Labour Conditions shall not exceed fifty hours and all time worked by such person in excess of fifty hours a week shall be overtime, except that part of the hours of work in excess of fifty hours a week which, together with the hours worked in the preceding week, do not exceed fifty hours in that preceding week, but in no case shall the number of hours that can be included in the hours of work for that preceding week exceed twenty-two hours.

**WAGES AND OVERTIME PAY**

5. (1) Every person employed by the Contractor or a Sub-Contractor or other person to do any part of the work contemplated by this Contract shall be paid while employed on such work not less than the wage rate set out in the Roads and Structures Fair Wage Schedule for the appropriate classification of such work or not less than such other wage rates as, during the continuance of the work, are fixed by the Ontario Minister of Labour for hours of work that are not overtime.
  - (2) The Fair Wage rates apply to work performed under a Contract let by a ministry of the Ontario government, a corporation established under the Capital Investment Planning Act, 1993, a third party acting on behalf of the Ontario government as its agent, or a municipality receiving funding from the Ontario government for work performed in this Contract.
  - (3) The wage rates set out in the Roads and Structures Fair Wage Schedule are subject to change periodically.
  - (4) Any increase in costs incurred by a change in the wage rates referred to in subsection (3) shall be borne by the Contractor.
6. (1) For Urban Zones only, Fair Wage Rates represent 85% of the union rate established in the specific zone for the respective classification, as determined by the Ontario Ministry of Labour from time to time, plus 15% in lieu of non-statutory benefits.
  - (2) In Urban Zones, employers may pay a portion of the Fair Wage Rates, up to a maximum of 15% of the applicable Fair Wage Rate, to their Employees in non-statutory benefits, and the remainder of not less than 85% of the Fair Wage Rate shall be paid to these Employees in wages.
  - (3) In the Provincial Zone, employers shall pay their Employees the full amount (100%) of the Fair Wage Rates in wages, exclusive of non-statutory benefits.

- (4) In the event that an Employer is performing Work in an Urban Zone and it chooses to pay a portion of the Fair Wage Rates to its Employees in non-statutory benefits, the Contractor must inform the Owner, prior to commencing the Contract or the relevant sub-contract, as to the total cost of such non-statutory benefits to the Contractor, and/or its Sub-Contractor where a Sub-Contractor has elected to provide these non-statutory benefits. The cost of any non-statutory benefit paid to Employees shall be calculated in accordance with subsection (6).
  - (5) Upon informing the Owner as to its selection in accordance with subsection (2), the Contractor shall provide documentation to the Owner, prior to commencing the Contract or relevant sub-Contract, to sufficiently substantiate, in the Owner's opinion, the total cost of the all non-statutory benefits to the Contractor and/or respective Sub-Contractor.
  - (6) The cost to the Contractor, and/or a Sub-Contractor, of any non-statutory benefit shall be calculated on the basis of the total weekly cost to the Contractor/Sub-Contractor of each non-statutory benefit provided to Employees divided by forty-eight (48). The total cost of all non-statutory benefits equals the sum of the costs of each non-statutory benefit provided to Employees.
  - (7) Where the documentation is not provided to the Owner in accordance with subsections (5) and (6), the Contractor and/or relevant Sub-Contractor is responsible for paying its Employees the full amount (100%) of the Fair Wage Rates in wages, exclusive of non-statutory benefits.
  - (8) Notwithstanding subsection (7), where the Contractor fails to inform and/or provide such documentary proof to the Owner as required by subsections (4) (5) and (6) and the Contractor or any of its Sub-Contractors proceeds to pay a portion, up to a maximum of 15%, of the Fair Wage Rates in non-statutory benefits, the Owner may withhold payments under the Contract until such time as the Owner is satisfied that the Employees have received their Fair Wages.
  - (9) Once an Employer has made its selection pursuant to subsection (2), it shall continue to pay its Employees in accordance with its initial selection for the entire duration of the Contract and/or relevant sub-contract.
- 7.
- (1) Every person employed by the Contractor or a Sub-Contractor or other person to do any part of the work contemplated by this Contract shall be paid while employed on such work one and one-half times his or her regular rate for all hours of work that are overtime.
  - (2) Notwithstanding that a Contractor, Sub-Contractor, or other person pays wages in excess of the wage rates set out in the Roads and Structures Fair Wage Schedule, the Contractor, Sub-Contractor or other person shall not, in computing overtime wages payable to an Employee, set off against such overtime wages any part of the wages earned by the Employee in respect of their regular work period.
  - (3) Where a person is working on more than one Contract that is subject to these conditions, including any municipal Contract that contains similar labour conditions, the regular work week and the entitlement to overtime for that person shall be based upon the total hours worked on all such Contracts and if, on this basis, overtime is worked on this Contract the Contractor shall pay such person at the overtime rate and no waiver by that person of this entitlement to overtime wages and no interposition of a third party by way of an employment agency or as the nominal employer of that person shall relieve the Contractor of the obligation to pay that person the overtime wages.

8. Travelling time will not be subject to the Fair Wage Schedule. The hours and wages or moneys paid for travelling time are to be deleted from the wage record of an Employee in computing his or her wage entitlement.
9. The amount of room and board allowance will be negotiated between the employer and Employee, but in no case shall the amount of wages paid to an Employee net of the allowance be less than the amount the Employee would be entitled to receive if he or she was paid the minimum wage set out in the regulations under the Employment Standards Act less the amount of room and board allowance prescribed in those regulations.

### **CLASSIFICATION OF WAGE RATES**

10. For the purpose of this Contract, the following interpretations apply:
  - (1)
    - (a) Employees, other than students, learning to operate equipment are classified as "apprentice equipment operators" during their first three months operating equipment which does not require a licensed operator or during their first eighteen months operating equipment which requires a licensed operator.
    - (b) The wages for apprentice equipment operators are as follows:
      - (i) Windsor Zone - wage rate for Cement Improver;
      - (ii) Hamilton Zone - wage rate for Asphalt Raker;
      - (iii) Toronto Zone - wage rate for Asphalt Raker;
      - (iv) Ottawa Zone - wage rate for Skilled Labourer;
      - (v) Provincial Zone - wage rate for Skilled Labourer.
  - (2) Employees other than an operator are to be classified as "Pile Driver Operators" and shall be entitled to the wage rate for "Labourer - Structure Section".
  - (3) Employees engaged as Gravel and Chip Spreaders shall be paid the wage rate of Equipment and Maintenance Operator, Group "B".
  - (4) The attachment for a farm or industrial tractor must be power operated and be an integral part of the tractor.
  - (5)
    - (a) Students employed as flagpersons or watchpersons shall be entitled to the wage rate for those classifications.
    - (b) Students performing work in positions that are classified in the Fair Wage Schedule, other than flagpersons or watchpersons, shall be entitled to receive the student rate, notwithstanding the rate set out in Schedule for the classification applicable to the work.
    - (c) Students employed for more than three months in a classified position shall then be entitled to the wage rate for that classification.
    - (d) Students performing work in positions that are not classified in the Fair Wage Schedule shall be entitled to receive the student rate, regardless of the location of the Contract.

**DISCRETION OF THE MINISTER OF LABOUR**

11. (1) The Ontario Minister of Labour may decide that special circumstances exist which make it expedient for him/her to decide:
  - (a) what the current or fair and reasonable wage rates for overtime are; and/or
  - (b) the proper classification of any Work for the purposes of wages and hours.
- (2) The Contractor and Sub-Contractor(s), upon receipt of notice of any decision of the Ontario Minister of Labour, shall adjust accordingly the wage rates, hours, classification of Work so as to give effect to such decision.

**CONTRACTOR'S OBLIGATIONS**

12. The Contractor must comply with the requirements set out in these Labour Conditions.
13. (1) The Contractor shall post and keep posted these Labour Conditions, and the applicable Road and Structure Fair Wage Schedule, and any revisions thereto, in a conspicuous place on the Site.
  - (2) The Contractor shall ensure that the posted applicable Schedule includes a breakdown of the wages and non-statutory benefits paid to the Employees of the Contractor and each Sub-Contractor electing to pay the Fair Wage Rates in accordance with Section 6(2).
14. (1) The Contractor shall keep proper records showing the names, trades and addresses of all of the Contractor's Employees who perform any part of the work contemplated by this Contract and the wages paid to and time worked by them, as well as the Contractor's costs for all non-statutory benefits where the Contractor chooses to pay its Employees Fair Wages in accordance with Section 6(2).
  - (2) The records referred to in subsection (1) shall be kept separate from any records concerning Employees of the Contractor who do not perform any part of the work contemplated by this Contract.
  - (3) The records referred to in subsection (1) shall be kept in the Province of Ontario and made available for inspection by the Owner's Representative upon request, whether or not any Employee has complained that he or she is not being paid in accordance with section 6.
15. The Contractor shall deliver to the Owner's representative an affidavit or declaration attesting to the Contractor's compliance with these labour conditions accompanying the final invoice to be delivered under this Contract.

**CONTRACTOR'S OBLIGATION WITH RESPECT TO SUB-CONTRACTORS**

16. (1) The Contractor is responsible for ensuring that Sub-Contractors under the Contractor and any other persons doing or contracting to do the whole or any part of the work contemplated by this Contract under the Contractor comply with these Labour Conditions.
  - (2) The Contractor must provide all Sub-Contractors with a copy of these Labour Conditions and the applicable Schedule before any work is performed by the Sub-Contractor.

17. Without restricting the generality of Section 16(1), if any Sub-Contractor under the Contractor or any other person doing or Contracting to do the whole or any part of the work contemplated by this Contract under the Contractor fails to pay wages to an Employee of the Sub-Contractor or other person in accordance with section 6, the Contractor shall pay directly to the Employee, regardless of whether or not monies are still owed by the Contractor to the Sub-Contractor, the difference between the amount of wages that the Employee was paid by the Sub-Contractor or other person and the amount of wages that he or she would have been paid had the Sub-Contractor or other person paid wages in accordance with section 6.
18. The Contractor shall, in any Contract with a Sub-Contractor or other person doing or contracting to do the whole or any part of the work contemplated by this Contract who employs an Employee, require the sub-Contractor or other person,
- (a) to pay the Employee in accordance with section 6 of these labour conditions;
  - (b) to keep proper records showing the names, trades and addresses of all Employees who perform any part of the work contemplated by this Contract and the wages paid to and time worked by them, as well as the Sub-Contractors's costs for all non-statutory benefits where the Sub-Contractor chooses to pay its Employees Fair Wages in accordance with Section 6(2);
  - (c) to keep the records referred to in clause (b) separate from any records concerning Employees who do not perform any part of the work contemplated by this Contract;
  - (d) to keep the records referred to in clause (b) in the Province of Ontario and to make them available for inspection by the Contractor and/or the Owner's representative upon request, whether or not any Employee has complained that he or she is not being paid in accordance with section 6; and
  - (e) in any Contract with any other person doing or Contracting to do the whole or any part of the work contemplated by this Contract who employs an Employee, to require that other person to assume the same obligations in relation to his, her or its Employees as the Contractor is required by this section to require parties with whom the Contractor Contracts to assume in relation to their Employees.

### **CLAIM PROCEDURE**

19. (1) Wage claims with respect to Contracts issued by the Owner should be made directly to the Owner's Representative.
- (2) An Employee employed by the Contractor shall file his/her completed form regarding a Fair Wage complaint with the Owner's Representative at the earliest time but no later than forty-five (45) days following total completion of the Contract, as defined in the Construction Lien Act.
- (3) An Employee employed by a Sub-Contractor shall file his/her completed form regarding a Fair Wage complaint with the Owner's Representative at the earliest time but no later than forty-five (45) days following total completion of the relevant sub-contract, as defined in the Construction Lien Act.



- (4) Third parties may assert a Fair Wage complaint on the Owner's prescribed form on behalf of an Employee where it is based on specific information.
- 20. In addition to, or alternately to Section 19, an Employee may file a lien claim for wages, in respect of a failure to comply with any requirements under Section 6, under the Construction Lien Act. These lien claims must be filed directly with the Owner.
- 21. Claims made with respect to Contracts issued by municipalities should be made directly to them under the provisions of the Construction Lien Act.

**OWNER'S RIGHT TO HOLD BACK**

- 22.
  - (1) If the Owner receives a complaint that an Employee is not being paid in accordance with section 6 or if Owner finds that an Employee is not being paid in accordance with section 6, the Ministry may withhold from any money that it owes to the Contractor an amount equal to the amount that the complainant alleges is owing or that the Owner has found to be owing to the Employee.
  - (2) Subsection (1) applies even though the Employee is not the Employee of the Contractor.
  - (3) The Owner is not required to disclose the identity of a complaining Employee unless the Owner finds that the Employee has not been paid by his or her employer in accordance with section 6 and that Employee is the only Employee of the employer who has not been so paid.
  - (4) An amount withheld under subsection (1) because the Owner received a complaint that an Employee was not being paid in accordance with section 6 will be paid to the Contractor if,
    - (i) the Owner finds that the Employee was in fact being paid in accordance with section 6; or
    - (ii) the Owner finds that although the Employee was not being paid in accordance with section 6, the Employee has subsequently been paid the difference between the amount of wages that he or she had been paid and the amount of wages that he or she would have been paid had he or she been paid in accordance with section 6.
  - (5) If the Owner has found that an amount is owing to an Employee, and that amount has not been paid within 105 days of the completion of the work to be performed under this Contract, the amount withheld may be forfeited to the Crown at the discretion of the Owner in which case the entitlement of the Contractor under this Contract is reduced by the amount forfeited.

FAIR WAGE SCHEDULE  
OCCUPATION CLASSIFICATIONS  
ROAD AND HIGHWAY CONSTRUCTION

ROAD BUILDING SECTION

**LICENSED OPERATORS:** Operators of Shovels, Clams, Backhoes, Gradalls, Draglines, Piledrivers, Cranes, Mobile Truck Cranes, Derricks and Dredges.

**LICENSED MECHANICS AND WELDERS, CLASS A:**

**EQUIPMENT AND MAINTENANCE OPERATORS, GROUP A:**

- CATEGORY 1:** Operators of Bulldozers (75 Drawbar HP and over, D-4 or equivalent and over), Grader - Class A (fine grading, Front-End Loaders (1-1/2 cu. yd. and over), Overhead Loader (1-1/2 cu. yd. and over), Pitman Type (Hydra-Lift Truck Mounted Hydraulic Crane, Farm and Industrial Tractors with excavating attachments (3/8 yd. capacity and over).
- CATEGORY 2:** Operators of Concrete and Asphalt Pavers or Planers (1 cu. yd. or over), Engineers on Boilers with papers, Scrapers (self-propelled), Emcos, Trenching Machines (6' and over), Mixermen on Asphalt Plants (1 cu. yd. and over), Operators of Asphalt, Batching and Steam heating Plants.
- CATEGORY 3:** Asphalt Rollers, Portable Compressors (210 CFM and over, or two or more 110 CFM and over), pumps 6" and over, Portable Generators.

**EQUIPMENT AND MAINTENANCE OPERATORS, GROUP B:**

- CATEGORY 1:** Operators of Bulldozers (under 75 drawbar HP, D-4 or equivalent), Graders - Class B, Front-End Loaders (under 1-1/2 cu. yd.), Farm and Industrial Tractors with excavating attachments (under 3/8 yd. capacity), Concrete and Asphalt Plants (under 1 cu. yd.), Asphalt Spreaders (self-propelled), Asphalt Rollers - B, Mechanics and Welders - Class B, Trenching Machines (under 6"), Mixermen on Asphalt Plant (under 1 cu. yd.).
- CATEGORY 2:** Boiler Fireman without papers, Burnerman on Asphalt Plants, pumps under 6", Farm and Industrial Tractors with towing compaction units, Grade Rollermen (including self-propelled rubber tires), Servicemen.
- CATEGORY 3:** Oilers, Greasers, Compressors (less than 210 CFM), Operators of 5 or more Heaters.

**SKILLED LABOURERS:**

- CATEGORY 1:** Asphalt Raker, Form Setter, Curb Setters, Gutter Brick Setters, Manhole Valve Chamber and Catch Basin Constructors, Crawler type Drill Man, Wire-Mesh and Rod Reinforcing Man, Powderman.
- CATEGORY 2:** Screedmen, Puddlers, Floatmen, Concrete Saw Operators, Concrete Workers, Sheeting and Shoring Man, Pipelayer, Air and Machine Tool Operator, Guard Rail Inspectors.

**COMMON LABOURERS:** Labourers, Asphalt and Concrete Shovelers and Ironers, Asphalt and Cement Improvers, Jackhammer Breaker Operator, Fence Erectors, Heaterman (up to 5 heaters), Hopperman, Tamperman, Grouter, Scootcrete Driver, Yard and Material Men.

**TRUCK DRIVERS:**

- CATEGORY 1:** Floats (low bed, 25 tons or more).
- CATEGORY 2:** Floats (low bed, under 25 tons), Semi-Float (full-time), Semi-double Bottom Hook-up or other Semi-Combination, Tri-Axle Dump Truck, Off-Highway Rock Type Truck.
- CATEGORY 3:** Tandem Axle, Load Bearing Boom Trucks, Dumpcrete Drivers, Semi-Trailers, Tandem Axle Dump Trucks, Bulk Lift Trucks, Semi-Floats (part-time).
- CATEGORY 4:** Single Axle, Single Axle Dump Trucks, Service and Fuel Trucks, Tag Along Floats, Farm Tractor Driver, Tow Tractor Operator, Stake Trucks.

**NOTE:** Up to 15% of the above Fair Wage rates may be in the form of benefits not required by law (for example: medical, dental, pension plans) See your own employer's posted schedule for hourly Base Wage rates plus hourly Benefits = hourly Fair Wage rates.

FAIR WAGE SCHEDULE  
ROAD AND HIGHWAY CONSTRUCTION  
OTTAWA ZONE

ROAD BUILDING SECTION

Classification of Labour	Fair Wage Rate Per Hour not less than:
	Effective Date: April 1, 1995
Licensed Operators	20.28
Licensed Mechanics and Welders, Class A Category 1: Mechanics Category 2: Welders	20.02 19.04
Equipment and Maintenance Operators, Group A Category 1 Category 2 Category 3	19.47 19.47 19.19
Equipment and Maintenance Operators, Group B Category 1 Category 2 Category 3	19.19 18.89 17.97
Skilled Labourers Category 1 Category 2	19.00 18.50
Common Labourers	18.21
Truck Drivers Category 1 Category 2 Category 3 Category 4	19.80 19.68 19.68 19.52
Flagperson	11.53
Watchperson	11.53
Student (registered in day school)	9.11

STRUCTURE SECTION

Classification of Labour	Fair Wage Rate Per Hour not less than:
	Effective Date: April 1, 1995
Carpenters, Form Builders	21.16
Rodmen	21.16
Concrete Finishers	19.00
Painters	21.27
Electricians	26.76
Labourers (on structures)	18.21
Structural Steel Workers	21.16

**NOTE:** Up to 15% of the above Fair Wage rates may be in the form of benefits not required by law (for example: medical, dental, pension plans)  
See your own employer's posted schedule for hourly Base Wage rates plus hourly Benefits = hourly Fair Wage rates.

**SECTION C  
LIQUIDATED DAMAGES**

**Working Days and Charges**

**1. Time**

Time shall be of the essence for carrying out and completing the Work.

**2. Progress of the Work and Time for Completion**

The charging of Working Days shall commence on **30 Sep 2019** and the Contractor shall diligently carry out the Work on this Contract to completion on or before the expiration of **60** Working Days from the date of commencement.

If the time limit specified above is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each Day or week on a single daylight/night shift basis, it is expected that additional and/or augmented daylight and night shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

Working Days shall be charged until the Contract is complete in its entirety.

**3. Working Day**

**3.1 Definition**

The definition of "Working Day" in subsection GC 1.07, Definitions, of the MTO General Conditions of Contract, November 2016, is amended by the addition of the following:

- d) Except any day between **15 Nov 2019 to 11 May 2020** inclusive, even though the Contractor may elect to carry out any approved work as called for under this Contract during this period.
- e) Except when hot mix paving is the Controlling Operation in the fall and it is expected to remain the Controlling Operation until seasonal shutdown, the Contractor may request permission to shut down the paving operation prior to **15 Nov 2019**. The Contract Administrator will consider the circumstances at the time the request is made, including but not limited to the need to provide a safe roadway for the winter or to cover a granular grade. If permission is granted, the Contract Administrator will cease charging Working Days on the date when the Contractor shuts down the paving operation for the winter.

**3.2 Statement of Record of Working Days**

The Contract Administrator will furnish to the Contractor for the Contractor's signature a weekly "Statement of Record of Working Days". The Contractor will be allowed two weeks in which to file a written protest setting forth in what respects the said weekly statement is incorrect, otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

**4. Liquidated Damages**

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not finished or completed within the number of Working Days as set forth in the Special Provisions or as extended according to subsection GC3.06, Extension of Contract Time or Interim Completion Dates, of MTO General Conditions of Contract, November 2016, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$1,000.00** as liquidated damages for each and every Day's delay in completing the Work in excess of the number of Working Days prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed number of Working Days.

The Contractor shall incur interest on Liquidated Damages and pay such interest in accordance with GC 7.19. For greater certainty, the Owner may also retain interest charges from monies owing to the Contractor under GC 8.02.04.11 (Owner's Set-Off).

ASSISTANT DEPUTY MINISTER,  
PROVINCIAL HIGHWAYS MANAGEMENT DIVISION  
MINISTRY OF TRANSPORTATION, ONTARIO