

TENDER CLOSING DATE IS 02-April-2020 11:00:00 A.M. LOCAL (TORONTO) TIME

TENDER FOR **Grading, Structural Rehabilitation**

- (A) **NECESSARY AVAILABLE FINANCIAL RATING IS \$ 500,000.00 (S)**
NECESSARY AVAILABLE MAXIMUM WORKLOAD RATING IS \$ 500,000.00 (S)

AT HWY. 417

Highway 417-416 E/S Ramp (Site No. 03X-0532/B0)

km

Eastern Region

UNDER CONTRACT NO. 2020-4006

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

BY

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

ADDRESS

NAME OF PERSON SIGNING FOR FIRM

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	Temporary Traffic Control Signs	lump sum	100 %		
2	0706-0045	Road Closing/Restriction Notice Signs (TC-64)	each (P)	2		
3	0723-4105 SP	Energy Attenuator - Temporary, Narrow	each (P)	1		
4	0741-0051 SP	Temporary Construction Barrier, Category I	m (P)	144		

ES Ramp (03X-0532/B0)

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
5	0905-0010	Reinforcing Steel Bar	lump sum	100 %		
6	0911-0010 SP	Coating Existing Structural Steel	lump sum	100 %		
7	0922-0010	Bearings	lump sum	100 %		
8	0928-0055 SP	Access to Work Area, Work Platform and Scaffolding	lump sum	100 %		
9	0928-0070 SP	Concrete Removal - Partial Depth - Type C	m3	1.1		
10	0929-0030 SP	Abrasive Blast Cleaning of Reinforcing Steel	m2	4		
11	0930-0146 SP	Concrete Patches, Formed Surface	m3	1.1		
12	0999-0165 SP	Dowels into Concrete	each (P)	6		
13	0999-9220 SP	Jacking of Superstructure	lump sum	100 %		

		Grand Total:				
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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 Contactor 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

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

The work specified in the Contract shall be performed in strict accordance with the following Provisions, Contract Plans, Specifications and Conditions for **CONTRACT NO. 2020-4006**

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

A. SPECIAL PROVISIONS

- a) SPECIAL PROVISIONS FOR CONTRACT NO. 2020-4006 ATTACHED
- b) SPECIAL PROVISIONS FOR LABOUR CONDITIONS ATTACHED
- c) LIQUIDATED DAMAGES FOR CONTRACT NO. 2020-4006 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	0911.1350	Nov 2015
0911.1500	Nov 2013	0911.1510	Nov 2013	0911.1600	Nov 2013	0911.1610	Nov 2013
0911.1800	Nov 2013	0911.1810	Nov 2013	0912.4800	Nov 2008	0923.1840	Nov 2011
0923.1880	Nov 2011	0923.1920	Nov 2015	0923.2800	Nov 2011	0923.3840	Nov 2011
0923.3880	Nov 2011	0923.3900	Nov 2011	0923.4800	Nov 2017	0984.2030	Nov 2010

MTOD

Dwg No.	Issue Date	Dwg No.	Issue Date	Dwg No.	Issue Date	Dwg No.	Issue Date
0911.1900	Feb 2018	0911.1910	Feb 2018	0911.1920	Feb 2018	0911.1930	Dec 2017
0911.1940	Apr 2018	0911.1950	Feb 2018	0911.1960	Feb 2018	0911.1970	Jul 2018
0911.1980	Feb 2018	0911.1990	Jul 2018	0911.2000	Jul 2018	0911.2320	Jan 2018
0911.2330	Jan 2018	0911.2340	May 2019	0911.2350	May 2019	0911.5100	May 2019
0911.5110	May 2019	0911.5120	May 2019	0911.5200	May 2019	0911.5210	May 2019
0911.5300	May 2019	0911.5310	May 2019	0911.5320	May 2019	0911.5400	May 2019
0911.5410	May 2019	0911.5500	Aug 2019	0911.5510	May 2019	0911.5520	May 2019
0911.5530	May 2019	0911.5600	Jun 2019	0923.1960	Apr 2019	0923.3960	Apr 2019

SSD

Dwg No.	Issue Date	Dwg No.	Issue Date	Dwg No.	Issue Date	Dwg No.	Issue Date
0012.0001	Sep 2016						

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.

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 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	100S15	May 2017	100S17	Mar 2018
100S19	May 2019	100S59	Nov 2016	100F68	Aug 2019
100S69	Aug 2019	101S04	Jan 2017	101S18	Apr 1994
101F21	Nov 2014	107S04	Feb 2013	107S06	May 2019
109S04	Aug 2018	109S12	Aug 2018	109S17	Feb 2019
109S18	Aug 2018	109S28	Mar 2018	109F30	Oct 2018
109S32	Mar 2018	110F10	Sep 2001	113S03	Dec 2004
113S09	Feb 2013	113S11	Feb 2019	114S06	Jun 2017
199F01	Aug 2019	199F33	Jun 2013	199S54	Feb 2018
199S55	May 2004	199S56	Sep 2005	199F57	Dec 2017
199F59	Dec 2017	199S60	Oct 2009	199S64	Jul 2016
199S65	Dec 2016	199S66	Aug 2019		

E. ITEM SPECIFIC SPECIAL PROVISIONS

Special No.	Date	Item No.
723S03	May 2019	3
741S03	Aug 2019	4
799S05	May 2019	3
911F10	May 2016	6
999F29	Mar 2018	12
999F30M	Oct 2018	13

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 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	0741	Nov 2014	0906	Nov 2012	0919	Nov 2011

OPSS - Provincial

No.	Date	No.	Date	No.	Date	No.	Date
0100	Nov 2016	0106	Apr 2017	0120	Nov 2014	0127	Apr 2018
0180	Nov 2016	0182	Apr 2019	0706	Nov 2016	0723	Nov 2015
0905	Nov 2014	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	Prov	Nov 2019	0610	Prov	Nov 2016	0611	Prov	Nov 2019
0614	Prov	Nov 2019	0615	Prov	Apr 2017	0616	Prov	Apr 2018
0617	Prov	Nov 2019	0620	Prov	Apr 2017	0621	Prov	Nov 2018
0622	Prov	Apr 2017	0623	Prov	Nov 2018	0630	Prov	Nov 2016
0631	Prov	Nov 2019	0703	Prov	Nov 2019	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
0825	Prov	Nov 2019	0830	Prov	Apr 2017	0831	Prov	Apr 2019
0832	Prov	Apr 2019	0902	Prov	Nov 2019	0903	Prov	Apr 2016
0904	Prov	Nov 2019	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	Prov	Nov 2019	1001	Prov	Nov 2018	1002	Prov	Apr 2018
1003	Prov	Nov 2017	1004	Prov	Nov 2012	1005	Prov	Nov 2019
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 2019
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	Nov 2019	2001	Comm	Nov 2014
2301	Prov	Nov 2014	2401	Prov	Nov 2018	2409	Prov	Nov 2018
2410	Prov	Nov 2017	2414	Prov	Nov 2019	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 2019
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.

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 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. 2020-4006**

NOTICE TO CONTRACTOR – Fairness in Procurement

Special Provision No. CMOB0007

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.

OPERATIONAL CONSTRAINT – Notification to EMS & Transportation Providers

Special Provision

The Contractor shall notify the following service providers at least two weeks in advance of construction start regarding the construction schedule. The Contractor shall also notify the following service providers at least two business days in advance of any changes to traffic flow including the schedule of any lane closure. This notification shall be in writing and copied to the Contract Administrator.

EMS/Ambulance:

City of Ottawa – Chief of Paramedic Services
2465 Don Reid Drive
Ottawa, Ontario, K1H 1E2
613-580-4771

City of Ottawa – General Manager of Emergency and Protective Services
110 Laurier Avenue West
Ottawa, Ontario, K1P 1J1
613-580-2424 ext. 22458

Fire

City of Ottawa - Fire Chief
1445 Carling Avenue
Ottawa, Ontario, K1Z 7L9
613-580-2424 ext. 15371

Police:

Ottawa Police Services
P.O. Box 9634 Station T
Ottawa, Ontario, K1G 6H5
613-236-1222

OPP- Ottawa Detachment
P.O. Box 13490
1921 Provincial Police Lane
Ottawa, Ontario, K2K 1X6
613-592-2982

OPP - Russell County Detachment
411 New York Central Avenue
Embrun, Ontario, K0A 1W1
613-443-5051

School Transportation:

Ottawa Carleton District School Board
133 Greenbank Road
Ottawa, Ontario, K2H 6L3
613-596-8211 ext. 8490

Ottawa Catholic District School Board
570 West Hunt Club Road
Ottawa, Ontario, K2G 3R4
613-224-4455 ext. 2272

Conseil des écoles publiques de l'Est de l'Ontario
2445 St. Laurent Boulevard
Ottawa, Ontario, K1G 6C3
613-742-8960

Conseil des écoles catholiques du Centre-Est
4000 Labelle Street
Ottawa, Ontario, K1J 1A1
1-888-230-5131

Ottawa Student Transportation Authority
1645 Woodroffe Avenue, Room 102
Nepean, Ontario, K2G 1W2
613-224-880 ext. 2380

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

OC Transpo

Daniel Richardson
Team Lead- Transportation Services Department
613-580-2424 ext 52119

OPERATIONAL CONSTRAINT – Notification to Utilities Companies and Working around Utilities

Special Provision

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 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 within the limits of construction activities. 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.

AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016 - Adjudication / Dispute Resolution Process (DRP)

Special Provision No. CMOB0010

GC 1.07 Definitions

Subsection GC 1.07 of the MTO General Conditions of Contract is amended by the deletion of the following definitions:

Notice of Protest, Referee, and Referee Roster Administrator.

Subsection GC 1.07 of the MTO General Conditions of Contract is further amended by deleting “**Claim**” in its entirety and replacing it with the following:

Claim means the submission of a dispute for review under the clause GC 3.15.01 Claim Review Process.

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

Adjudication means as defined under Part II.1 of the *Construction Act*.

Compensation Request means a request submitted to the Contract Administrator, in writing, for a modification in payment and/or Contract Time from the original tender.

Decision means a written response to a Compensation Request or a Claim issued to the Contractor, that includes the Rationale and any quantum.

Information Request means a request submitted to the Contract Administrator, in writing, seeking clarification of or information regarding the Contract Documents.

Notice of Adjudication means as defined under Part II.1 of the *Construction Act*.

Rationale means the reason(s) given to explain a Decision, response, or action.

GC 3.06 Extension of Contract Time or Interim Completion Dates

Paragraph GC 3.06.01 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 An application for an extension of Contract Time or interim completion dates shall be made in writing by the Contractor on the Owner standard form PH-CC-756, Compensation Request, to the Contract Administrator, as soon as the need for such extension becomes evident. The application for an extension of Contract Time shall enumerate the reasons and impact on the critical path schedule and state the length of extension required.

GC 3.10.01 Changes in the Work

Paragraph GC 3.10.01.03 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .03 If the Changes in the Work relate solely to quantities, payment for the work shall be made according to the conditions specified in clause GC 8.01.02, Variations in Tender Quantities. If the Changes in the Work do not solely relate to quantities, then the Owner or the Contractor shall negotiate upwards or downwards the adjustment of the Contract price in respect of the Changes in the Work, or payment may be made according to subsection GC 8.03, Payment on a Time and Material Basis.

Paragraph GC 3.10.01.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .04 A Change Order price negotiation which remains unresolved more than 10 Days after the Contractor's submission of the detailed cost estimate for the Work described in the Change Order shall be resolved by the Contractor submitting a Compensation Request according to subsection GC 3.14, Compensation Request.
- .05 The undisputed value of Work performed as a result of a Change Order is eligible to be included in the progress payment certificate. The Owner shall compensate the Contractor for the direct cost of labour, Materials, Equipment and subcontracts. The interim payment shall be based on a mutually agreed lump sum pro-rated for the percentage of Work completed. In the case of a failure to reach agreement on the lump sum payment, the interim payment shall be calculated according to subsection GC 8.03, Payment on a Time and Material Basis.

GC 3.10.04 Work Directive

Clause GC 3.10.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 When there is a dispute respecting a proposed Change in the Work, and the Contractor does not proceed with the Work, the Owner may issue an Owner standard form PH-CC-857, Work Directive. Upon

receipt of a Work Directive the Contractor shall proceed with the Work. The Contractor may pursue resolution of the dispute according to subsection GC 3.15, Dispute Resolution.

GC 3.14 Clarification and Claims

Subsection GC 3.14 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

GC 3.14 Compensation Request

- .01 The Contractor shall submit a Compensation Request, to the Contract Administrator, on the Owner standard form PH-CC-756, when the Contractor becomes aware of or ought to be aware of any of the following:
 - a) A Change in the Work;
 - b) A need for an extension of Contract Time, according to GC 3.06, Extension of Contract Time or Interim Completion Dates;
 - c) An unresolved Change Order price negotiation according to GC 3.10.01, Changes in the Work; or
 - d) Other compensation matters.
- .02 Notwithstanding that the Compensation Request is not resolved; the Contractor shall proceed with the Work in accordance with GC 7.01.08.01.
- .03 The Compensation Request shall include a description of the matter with specific references to the Contract Documents including the impacts to the Contractor.
- .04 If a Compensation Request relates to a submitted Information Request, the original Information Request shall be included with the Compensation Request submission.
- .05 If a Compensation Request is submitted as the result of an unresolved Change Order price agreement negotiation, the original Change Order shall be provided with the Compensation Request submission.
- .06 After the Compensation Request is submitted, the Contractor shall immediately:
 - a) Begin to keep Daily Work Records relating to the Compensation Request as the Work is performed, according to clause GC 8.03.02, Daily Work Records.
 - b) Limit such Daily Work Records to the Work directly impacted by the Compensation Request.
 - c) Keep separate Daily Work Records for each individual Compensation Request.
- .07 The keeping of Daily Work Records by the Contractor and any process to review or comment on those records shall not be construed to be the Owner's acceptance of the Compensation Request to which the Daily Work Records relate.
- .08 Prior to the expiry of 60 Days from the date of receipt of the Compensation Request, the Contract Administrator shall issue a Decision.

- .09 If the Owner requests additional information from the Contractor to justify a Compensation Request, then the calculation of time set out to render a Decision shall cease from the date of the request, until the Contractor has provided the information or a statement that it does not intend to provide the information. This waiting period is limited to 10 Days. If no further information is received within that time frame, the Owner shall proceed with the review and issue the Decision; with the Contractor accepting the risk of the Owner making an adverse Decision by reason of the lack of the requested information.
- .10 If both parties mutually agree before the expiry of any time period specified for issuing a Decision, then the parties may extend such time to issue a Decision.
- .11 Where a Compensation Request Decision is not issued within the specified time period as may be extended by mutual agreement, the matter shall be assumed to be concluded, whereupon the Contractor may proceed to subsection GC 3.15, Dispute Resolution.
- .12 Upon receipt of a Compensation Request Decision, the matter shall be considered concluded, whereupon the Contractor may either accept the Decision or proceed to subsection GC 3.15, Dispute Resolution.
- .13 If the Contractor does not accept the Compensation Request Decision and elects to proceed to subsection GC 3.15.01, Claims Review Process, the Compensation Request Decision becomes null and void for the purpose of the claim review process.

GC 3.0 SECTION 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 Dispute Resolution

GC 3.15.01 Claim Review Process

- .01 In the event that a matter remains unresolved and the Contractor wishes to pursue a Claim through the claim review process, within 10 Days of receipt of the Contract Administrator's Decision regarding a Compensation Request, the Contractor shall provide a written notice of its intent to submit a Claim to the Manager, Contract Claims Office, Provincial Highways Management, which notice shall be referred to as the "initial notice".
- .02 Within five Days of receipt of the "initial notice" of Claim, the Manager, Contract Claims Office, Provincial Highways Management, shall either begin the review of the Claim or submit a Notice of Adjudication.
- .03 Both parties shall conduct, without prejudice, negotiations as part of the claim review process, and they agree not to disclose in any subsequent legal proceeding, any statements made, and documents or information obtained during the process that is not otherwise required to be disclosed by law.
- .04 Notwithstanding the use of the claim review process to resolve a dispute, the Contractor shall proceed with the Work to completion with due diligence and in an expeditious manner and such action shall not prejudice the Contractor in respect of the Claim. The Contractor is not relieved from complying with any direction, order, Change Order, or Work Directive that relates to the Claim.

- .05 In the event that a Compensation Request Decision is not accepted, and the Contractor wishes to pursue a Claim review, then within 20 Days of receipt of the Compensation Request Decision, the Contractor shall submit a notice of claim to the Manager, Contract Claims Office, Provincial Highways Management.
- .06 The notice of claim shall contain, as a minimum, enough information under the headings described below to permit a detailed review by the Contract Claims Office, Provincial Highway Management:
- a) Date on which the circumstances arose that gave rise to the Claim.
 - b) Detailed description of the nature of the Claim with dates, location, Materials, and Equipment involved and any other items relevant to the Claim.
 - c) Relevant provisions of the Contract which support the Claim and the reasons these provisions are relevant, including work affected by the Claim, areas of work incurring additional costs and the change from the tendered Contract.
 - d) Originally submitted Compensation Request and any additional information that was submitted in response to Contract Administrator requests.
 - e) A detailed summary of critical path schedule impacts shall be included along with supporting critical path schedule updates that have been previously submitted.
 - f) Summary of proven actual or estimated additional costs, including direct labour, Material, Equipment and Subcontractor costs.
 - g) Summary of proven indirect costs or estimated indirect costs, including standby, site overhead, and impact costs.
 - h) Copies of all supporting documentation and records of the Contractor applicable to the Claim, including:
 - i. Instruction notices
 - ii. Change Orders
 - iii. Daily Work Records as set out in clause GC 8.03.02, Daily Work Records
 - iv. Email correspondence between the Contract Administrator/Owner and the Contractor
 - v. Production rates
 - vi. Minutes of meetings
 - i) Any other information deemed necessary or appropriate by the Contractor.
- .07 After the Contractor has filed the notice of claim, they shall be permitted to submit the following:
- a) Additional information that supports the Claim.
 - b) Updated, actual or additional cost information of items contained in the original notice of claim as those costs become available during the Claim review.
- .08 When the Contractor completes the work associated with the Claim and the Claim remains unresolved, then the Contractor shall provide details of the actual costing of the items detailed in the notice of claim in writing to the Manager, Contract Claims Office, Provincial Highways Management within 30 Days after completion of the affected work.

- .09 The Contractor is solely responsible for providing all the information required in the notice of claim.
- .10 The Contractor's failure to provide any notices as required shall result in the waiver of any Claim and the loss of compensation to the Contractor in respect of such Claim. However, if the Contractor provides the Owner with an explanation for the delay in providing this notice, which the Owner, in its sole discretion, can accept or reject for any reason, then, if the explanation is accepted, the Owner shall review the Claim according to the procedures set out herein. This provision shall not be interpreted so as to compel the Owner to review every Claim of the Contractor or any other person that does not comply with the requirements of the Contract, but rather is intended to allow the Owner the ability to consider those Claims that have failed to comply with the procedures and where the Owner, at its sole discretion, desires to consider such a Claim.
- .11 If the Manager, Contract Claims Office, Provincial Highways Management, elects to review the Claim then prior to the expiry of 75 Days from the receipt of a complete notice of claim, the Manager, Contract Claims Office, Provincial Highways Management, shall provide the Contractor with a written Decision.
- .12 If the Owner requests additional information from the Contractor to justify a Claim, then the calculation of time set out to render a Decision shall cease from the date of the request, until the Contractor has provided the information or a statement that it does not intend to provide the information. This waiting period is limited to 10 Days. If no further information is received within that time frame, the Owner shall proceed with the review and issue the Decision; with the Contractor accepting the risk of the Owner making an adverse Decision by reason of the lack of the requested information.
- .13 If both parties mutually agree before the expiry of any time period specified for issuing a Decision, then the parties may extend such time to issue a Decision.
- .14 Where a Decision is not issued within the specified time period as may be extended by mutual agreement, the matter shall be assumed to be denied, whereupon the dispute may proceed to Adjudication.
- .15 Upon receipt of the Claim Decision, the Contractor shall provide its written response to the Owner within 10 Days signifying a clear intention that they accept the Decision, disagree with the Decision and intend to pursue Adjudication or disagree with the Decision and intend to pursue further avenues of dispute resolution.

GC 3.15.02 Adjudication

- .01 The parties agree that for the purpose of section 13.5(1) (1.) (2.) and (7.) of the *Construction Act*, a dispute does not arise in respect of those matters, and therefore a Notice of Adjudication shall not be given, until:
 - a) A Decision has been issued on a Compensation Request or;
 - b) Time to issue the Decision on the Compensation Request has expired.
- .02 If the contractor initiated the claim review process after receipt of the Compensation Request Decision, the parties agree that the contractor shall not give a Notice of Adjudication until:
 - a) A Decision has been issued on a Claim or;

b) Time to issue the Decision on the Claim has expired.

.03 Pursuant to Section 13.7 of the *Construction Act*, a Notice of Adjudication to be given to the Owner shall be given to the Contract Administrator, the Manager, Regional Operations Office and the Manager, Contract Claims Office, Provincial Highway Management.

.04 The parties agree that:

- a) Further to Section 13.5 of the *Construction Act* the expiry of the Adjudication period shall be three months after Contract Completion.
- b) Further to Section 13.11 of the *Construction Act*, the documents for Adjudication shall include the Compensation Request and the Decision on the request, and if applicable, the notice of claim and the Claim Decision. Any offer of settlement made after the Decision shall be made on a confidential and without prejudice basis and shall be excluded from the documents for Adjudication and any further dispute resolution or legal proceedings.
- c) Further to Section 13.13 of the *Construction Act*, the deadline for the adjudicator's determination shall be extended by 20 Days.

GC 3.15.03 Further Avenues of Dispute Resolution

.01 If the parties fail in their efforts to resolve the Claim then the parties agree that prior to resorting to litigation they may explore further alternative dispute resolution methods that are acceptable to the Owner. The Contractor shall provide written notice to the Manager, Contract Claims Office, Provincial Highways Management, of the desire to explore further alternative dispute resolution methods within 20 Days of a Decision on a Claim. The parties agree to explore all avenues of alternative dispute resolution and shall attempt to negotiate the method and the terms for the alternative dispute resolution in an effort to settle the Claim before resorting to litigation. If the parties are unable to agree upon an alternative dispute resolution method and its terms within 75 Days of the request to explore alternative dispute resolution, then either party may resort to litigation.

GC 7.01.08 Errors Relating to the Contract

Clause GC 7.01.08 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 Where the Contractor finds any errors, inconsistency, or omissions relating to the Contract, the Contractor shall not proceed with the activity affected until receiving direction from the Contract Administrator.
- .02 The Contractor shall promptly report by an Information Request to the Contract Administrator on Owner standard form PH-CC-755, Information Request as soon as the Contractor becomes aware of the need for information or clarification of the following:
 - a) A situation that is different than represented in the Contract Documents;
 - b) A situation where the Contractor requires additional information; or
 - c) A situation where the Contractor believes the Contract Documents to be ambiguous.

- .03 The Information Request shall include a clear description of the situation with specific references to the Contract Documents.
- .04 Notwithstanding the submission of an Information Request, the Contractor shall proceed with the Work according to subsection GC 7.01.08.01.
- .05 Prior to the expiry of 20 Days from the date of receipt of the Information Request or such longer time as the Contractor and the Owner may mutually agree, the Contract Administrator shall provide a written response to the Contractor.

GC 8.02.04.05 Certificate of Substantial Performance

Paragraph GC 8.02.04.05.01 of the MTO General Conditions of Contract is amended by deleting point b) in its entirety and replacing it with the following:

- b) A release, on Owner standard form PH-CC-817, Application for Substantial Performance/Contract Completion, by the Contractor releasing the Owner from all further claims related to the Contract qualified by stated exceptions such as outstanding work or matter arising out of subsection GC 3.14, Compensation Request, or subsection GC 3.15, Dispute Resolution.

GC 8.02.04.07 Certificate of Contract Completion

Paragraph GC 8.02.04.07.01 of the MTO General Conditions of Contract is amended by deleting point b) in its entirety and replacing it with the following:

- b) A release, on the Owner standard form PH-CC-817, Application for Substantial Performance/Contract Completion, by the Contractor to the Contract Administrator releasing the Owner from all further claims related to the Contract qualified by stated exceptions (e.g., outstanding submissions or matters arising out of subsection GC 3.14, Compensation Request, or subsection GC 3.15, Dispute Resolution).

GC 8.03.03 Payment for Work

Paragraph GC 8.03.03.02 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .02 Payment for labour, rented Equipment, and operated rented Equipment intended for use on other Work but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis shall be negotiated according to subsection GC 3.14, Compensation Request. Consideration shall be given to removing the labour and Equipment from the site until the idled Work can be resumed.

CUSTODIAN: Kevin English, CMOB - Contract Claims.

**AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016 -
Construction Act Changes**

Special Provision No. CMOB0011

GC 1.07 Definitions

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

Basic Holdback means the statutory holdback, equal to 10% of the services or materials as they are supplied under the Contract, required to be retained pursuant to the *Construction Act*.

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

Construction Act means the *Construction Act*, R.S.O. 1990, c.C.30, as amended.

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

Finishing Holdback means the statutory holdback, equal to 10% of the Finishing Work, required to be retained pursuant to the *Construction Act*.

Finishing Work means the Work to be completed after certification of Substantial Performance and prior to and necessary to be supplied or performed to complete the Contract.

Finishing Work Deficiency List means a list of deficiencies and Work yet to be completed identified, independently, by the Contractor and the Contract Administrator.

Proper Invoice means as defined in the *Construction Act*, supported by quantity of Work completed sheets, and that complies with the requirements of the Contract Documents.

Rate of Interest means the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act*.

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*.

Total Bid Price means the price submitted by the Contractor at tender closing.

Written Notice of Lien means a written notice of lien in the prescribed form pursuant to the *Construction Act*, given by a person with a lien that identifies the payer and identifies the premises, and states the amount that the person has not been paid and is owed to the person by the payer.

GC 1.08 Substantial Performance

Paragraph GC 1.08.01 of the MTO General Conditions of Contract is amended by deleting point b) in its entirety and replacing it with the following:

- b) When the Work to be performed under the Contract is capable of completion or, where there is a known defect, correction, at a cost of not more than:
 - i. 3% of the first \$1,000,000 of the Contract price,
 - ii. 2% of the next \$1,000,000 of the Contract price, and
 - iii. 1% of the balance of the Contract price

Paragraph GC 1.08.02 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .02 For the purposes of this Contract, when the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the Owner and the Contractor agree not to complete the Work expeditiously, the price of the services or Materials remaining to be supplied and required to complete the Work shall be deducted from the Contract price in determining substantial performance.

GC 1.10 Liens

Subsection GC 1.10 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 A lien is preserved when the claimant has given the Owner a copy of the claim for lien before the lien has expired pursuant to the *Construction Act*.
- .02 A preserved lien is perfected when the claimant commences an action in the courts to enforce the lien prior to the end of the period specified in Section 36 of the *Construction Act*.
- .03 A preserved lien becomes a perfected lien by sheltering under a perfected lien in accordance with the rules of sheltering specified in Subsection 36(4) of the *Construction Act*.
- .04 The Owner shall retain an amount sufficient to satisfy the amount of a lien set out in a written notice of lien Form 1 of Ontario Regulation 303/18 of the *Construction Act* in accordance with Subsection 24(2) of the *Construction Act*.

GC 4.10 Termination of the Contract

Subsection GC 4.10 of the MTO General Conditions of Contract is amended by the addition of the following paragraph:

- .03 If the Contract is terminated, the Owner shall publish the statutory notice of termination prescribed by Form 8 of Ontario Regulation 303/18 of the *Construction Act*, in the *Daily Commercial News*, and the date of the termination of the Contract shall be the date specified in the statutory notice of termination for the Contract.

GC 4.12 Use of Performance Bond

Subsection GC 4.12 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

GC 4.12 Use of Performance Bonds

- .01 If the Contractor is in default of the Contract and the Contractor has provided a performance bond, the Owner may rely upon the performance bond and its conditions along with the Contract Documents.

GC 4.13 Owner Audit

Paragraph GC 4.13.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .04 Upon agreement with the results, any monies payable to the Contractor will be payable within 28 Days. Interest back to the time the amount became payable shall not be paid.

Paragraph GC 4.13.05 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .05 Upon agreement with the audit results, any monies due to the Owner shall be payable within 28 Days together with interest due from the time the amount was over paid.

GC 6.02 Indemnification

Paragraph GC 6.02.01 of the MTO General Conditions of Contract is amended by deleting point c) in its entirety and replacing it with the following:

- c) Made in writing within a period of six years from the date of Substantial Performance of the Work as set out in Certificate of Substantial Performance or, where so specified in the Contract, from the date of the Contract Completion Certificate.

GC 6.04 Bonding

Subsection GC 6.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

GC 6.04.01 General

- .01 If the Total Bid Price is \$500,000 or more, the Contractor shall furnish the Owner with Statutory Bonds, being a performance bond and labour and material payment bond in accordance with the *Construction Act*.
- .02 Such Statutory Bonds shall be obtained from a surety company or companies that is an insurer licenced under the *Insurance Act* to write surety and fidelity insurance.
- .03 The Contractor shall furnish the Owner with Contract Bonds as prescribed in the Tender Documents and satisfactory to the Owner.
- .04 Such Contract Bonds shall be obtained from a surety company or companies that is an insurer licenced under the *Insurance Act* to write surety and fidelity insurance.

GC 6.04.02 Performance Bond

- .01 With respect to the Statutory Bond for a performance bond, the Contractor shall furnish a performance bond using Form 32 of Ontario Regulation 303/18 of the *Construction Act* that is conditioned on the due performance of the terms of the Contract for the amount of 50% of the Total Bid Price.

GC 6.04.03 Labour and Material Payment Bond

- .01 With respect to the Statutory Bond, the Contractor shall furnish a labour and material payment bond using Form 31 of Ontario Regulation 303/18 of the *Construction Act* that extends or guarantees payment protections to the Subcontractor and persons supplying labour and Material to the Contract for the amount of 50% of the Total Bid Price.

GC 7.01.06 Assistance to the Contract Administrator

Clause GC 7.01.06 of the MTO General Conditions of Contract is amended by the addition of the following paragraph:

- .02 The Contractor shall submit quantities of Work completed by tender item to the Contract Administrator on a weekly basis to facilitate reconciliation of quantities of Work completed.

GC 7.12 Contractor's Right to Stop the Work or Terminate the Contract

Paragraph GC 7.12.03 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations, if the Owner fails to comply with the requirements of the Contract to a substantial degree.

GC 7.19 Accounts Payable

Paragraph GC 7.19.01 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 The Contractor shall pay the Rate of Interest after 28 Days on accounts payable to the Owner at the Rate of Interest.

GC 8.02.04.01 Progress Payment Certificate

Clause GC 8.02.04.01 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 The Contractor shall submit an application for progress payment monthly after starting the Work on the Contract. The application for progress payment shall be for Work completed at the agreed to monthly cut-off date.

Within seven Days following the agreed to monthly cut-off dates, the Contractor shall submit an updated application to the Contract Administrator.

The updated application shall contain two parts as follows:

Part 1 - A Proper Invoice which shall contain:

- a) Contractor's name and address;
- b) Date of the Proper Invoice and the period for Work performed;

- c) Information identifying the Owner and Contract number for Work performed;
- d) A description, including quantity where appropriate, of Work performed;
- e) The amount payable for the Work performed, and the payment terms;
- f) The name, title, telephone number and mailing address of the person to whom payment is to be sent, and;
- g) Tender item numbers, description, unit of measurement, original tender quantity, agreed upon changes to the tender quantity, total quantity completed to date, quantity completed previous Proper Invoice, quantity completed this period, unit price, dollars this period, and total dollars to date.

Subtotals shall be detailed for tender items, approved Change Orders and payment adjustments as defined elsewhere in the Contract Documents.

The tender item information appearing on the Proper Invoice shall conform exactly with those as shown in the bid tender document.

Part 2 - Quantity of Work Completed Sheets detailing:

- a) Tender item numbers, sub-item numbers, unit of measurement, location description, original tender quantity, agreed upon changes to the quantity, total quantity completed to date, quantity completed previous Proper Invoice, quantity completed this period and supporting reconciliation documentation.

The tender item information appearing on the quantity of Work completed sheets shall conform exactly with those provided in the bid tender document. The quantity of Work completed sheet information shall be sufficient to allow the Contract Administrator to verify and confirm the Work on the Proper Invoice for payment.

Proper Invoices and quantity of Work completed sheets shall be submitted in hard-copy or digital format. For payment purposes, the Contract Administrator shall review the updated application for progress payment within seven days of receipt for completeness and to verify the quantities of Work have been completed in accordance with the Contract Documents.

Applications for progress payments containing deficiencies, errors, or non-compliance with the Contract Documents shall be deemed to contain an invoice that does not meet the requirements of a Proper Invoice and shall be returned to the Contractor for correction.

The Owner will pay the Proper Invoice no later than 28 Days after receiving the Proper Invoice.

GC 8.02.04.02 Payment Adjustment for Changes in the Fuel Price Index

Paragraph GC 8.02.04.02.01 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 The Owner shall adjust the payment to the Contractor based on changes to the Owner's fuel price index. The fuel price index shall be calculated by the Ontario Ministry of Energy, Northern Development and Mines and shall be based on the rack price, including taxes, of diesel fuel. The fuel price index shall be

published monthly in the Owner's Contract Bulletin for each calendar month and shall reflect the previous month's prices. The Contractor shall use this index when calculating flow through to truckers, Subcontractors, and shippers and suppliers.

GC 8.02.04.03 Certification of Subcontract Completion

Paragraph GC 8.02.04.03.02 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .02 The Contract Administrator shall determine if the subcontract has been satisfactorily completed with all required inspections and testing required for the subcontract work and, if the Contract Administrator so determines, shall certify completion using Owner standard form PH-CC-797, Certificate of Completion of Subcontract.

GC 8.02.04.04 Subcontract Statutory Holdback Release Certificate and Payment

Clause GC 8.02.04.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 At the time of issuance of the Certificate of Completion of Subcontract, the Contract Administrator shall:
 - a) Prepare a subcontract completion payment certificate showing:
 - i. The final prices for items;
 - ii. The amount of holdback monies;
 - iii. The amount due the Contractor.
 - b) Provide to the Contractor, the subcontract completion payment certificate within 10 Days of the date the subcontract was certified complete, for the Contractor to sign and return within five further Days. The Contract Administrator shall release to the Subcontractor through the Contractor the 10% holdback retained by the Owner in respect of the work covered by the said subcontract after being certified completed and providing that all lien claims that may be claimed against the holdback for the subcontract work have been expired or been satisfied or discharged, or otherwise provided for under the *Construction Act*, and providing that the Contractor has furnished to the Contract Administrator a statutory declaration in a form supplied by the Owner that the said Subcontractor has discharged all liabilities incurred by the Subcontractor in carrying out the said subcontract.
- .02 The Contractor shall make payment of the said subcontract to the Subcontractor concerned pursuant to the *Construction Act*.
- .03 Release of holdback monies by the Owner in respect of a subcontract according to the foregoing shall not relieve the Contractor or the Contractor's Surety of any of their responsibilities.
- .04 Payment for subcontracts certified complete pursuant to the Contract and the *Construction Act*, including the payment of the statutory holdback, shall be made no later than 120 Days of the date on which the Work was certified complete, when all the liens have been satisfied in accordance with Section 25 of the *Construction Act*.

GC 8.02.04.05 Certificate of Substantial Performance

Paragraph GC 8.02.04.05.02 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .02 Upon written application by the Contractor for Substantial Performance, the Contract Administrator shall conduct an inspection of the Work to determine if the Work is substantially performed and the date for Substantial Performance. The Contractor's application shall detail non-conformances, defects to be rectified, and Work yet to be completed. After inspection, the Contract Administrator shall provide a list of deficiencies and Work yet to be completed in addition to the Contractor's list. The Contractor's list of non-conformances, defects, and Work yet to be completed together with the Contract Administrator's list of same shall be combined and referred to as Finishing Work. All deficiencies and Work to be completed from the Finishing Work Deficiency List shall be completed prior to Contract Completion. Any additional defects and deficiencies for Work previously accepted as substantially performed shall be completed within 60 Days of Contract Completion, unless prevented by winter weather conditions; in such case, the defects and deficiencies shall be corrected by June 15th of the following year. Defects and deficiencies on Work completed after Substantial Performance shall be completed prior to Contract Completion.

Paragraph GC 8.02.04.05.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall arrange to have the certificate published in the *Daily Commercial News* and the Contractor shall provide to the Contract Administrator proof that the certificate was published. Where the Contractor fails to publish a Certificate of Substantial Performance within seven Days of receiving the certificate, the Owner shall publish the certificate in the *Daily Commercial News* and charge the Contractor \$1,000 for the costs of advertising and administration. Subject to the *Construction Act*, the 60-Day lien period shall start on the date the Certificate of Substantial Performance is published in the *Daily Commercial News*.

Paragraph GC 8.02.04.05.05 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .05 Except as otherwise provided for in Section 31 of the *Construction Act*, the 60-Day lien period prior to the payment of statutory holdback shall commence from the date of publication of the Certificate of Substantial Performance as provided for in paragraph GC 8.02.04.05.04.

GC 8.02.04.06 Substantial Performance Payment and Statutory Holdback Release Payment Certificates

Clause GC 8.02.04.06 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

GC 8.02.04.06 Substantial Performance Payment and Statutory Holdback Release Payment

- .01 Upon receipt of the application for payment at Substantial Performance, the Contract Administrator shall check the application and advise the Contractor of any discrepancies. Any of these discrepancies that are unresolved prior to the expiry of the lien period shall be treated as set-offs.

- .02 Subject to any outstanding liens and permissible set-offs, the Owner will issue payment, including the release of the Basic Holdback on the Work completed, within 28 Days, where all the liens have expired or been satisfied, discharged or otherwise provided for pursuant to the *Construction Act*.
- .03 In addition to any permissible set-offs, Finishing Holdback shall be retained at the rate of 10%, on all Work performed after the date of the Certificate of Substantial Performance.
- .04 If the Contract provides for a completion schedule that is longer than one year, Total Bid Price is greater than \$10,000,000 and there are no outstanding liens, the Contractor may request payment of the retained Basic Holdback on an annual basis. When a request is received, the Owner shall issue payment to reduce the holdback on work done from 10% to 2½%, plus the amount of the Owner's set-offs, provided that the Contract had not been substantially performed and the estimated value of the work performed is greater than 60% of the original tender value for a contract having an expected duration of two construction seasons or less, or 40% for a Contract having an expected duration of more than two construction seasons.
- .05 The holdback may not be released to the Contractor within the timeline under GC 8.02.04.06 when Form 6 of Ontario Regulation 303/18 of the *Construction Act* is provided to the Contractor to indicate notice of non-payment of holdback and published by the Owner in the *Daily Commercial News* as provided in Section 27.1 of the *Construction Act*. The Contract Administrator shall notify the Contractor, in writing, of its publication no later than three Days after the publication of the notice of non-payment.
- .06 Within three Days after receiving Form 6 of Ontario Regulation 303/18 of the *Construction Act* from the Contract Administrator, the Contractor shall notify the affected Subcontractor(s) providing a copy of the notice.
- .07 Payments for Work certified as substantially performed, including release of holdback, shall be made no later than 135 Days of the date of publication of substantial performance. The Owner shall release the holdback at the end of the 60-Day lien period providing all liens are expired or been satisfied, discharged or otherwise provided under the *Construction Act*. This payment shall be made within 28 Days of the expiry of the 60-Day lien period and subject to Subsection 26.1 of the *Construction Act*.

GC 8.02.04.07 Certificate of Contract Completion

Paragraph GC 8.02.04.07.03 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .03 If the Contractor has not applied for or received a Certificate of Substantial Performance, upon receipt of a copy of the Certificate of Contract Completion and the Certificate of Substantial Performance, the Contractor shall arrange to have the Certificate of Substantial Performance published in the *Daily Commercial News* and the Contractor shall provide to the Contract Administrator proof that the certificate was published. Where the Contractor fails to publish a Certificate of Substantial Performance within 7 Days of receiving the certificate, the Owner shall publish the certificate in the *Daily Commercial News* and charge the Contractor \$1,000 for the costs of advertising and administration. Subject to the *Construction Act*, the 60-Day lien period shall start on the date the certificate is published in the *Daily Commercial News*.

Paragraph GC 8.02.04.07.05 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .05 Upon receipt of the application for payment at Contract Completion, the Contract Administrator shall check the application and advise the Contractor of any discrepancies. Any of these discrepancies that are unresolved prior to the expiry of the 60-Day lien period shall be treated as a set-off.

Paragraph GC 8.02.04.07.06 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .06 Subject to any outstanding liens and permissible set-offs, the Owner will issue payment, including the release of any Finishing Holdback on the Work completed, within 28 Days, where all the liens have expired or been satisfied, discharged or otherwise provided for pursuant to the *Construction Act*.

GC 8.02.04.09 Interest for Late Payment

Clause GC 8.02.04.09.01 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 When the Contractor has complied with the requirements of the Contract and when payment by the Owner to the Contractor for Work performed, monies to be paid upon the determination resulting from an Adjudication, or for release of the statutory holdback is delayed by the Owner, then the Contractor shall be entitled to interest upon the late payment for Work performed or for the release of the statutory holdback at the Rate of Interest.

GC 8.02.04.10 Interest for Clarifications and Claims

Clause GC 8.02.04.10 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

GC 8.02.04.10 Interest for Compensation Requests and Claims

- .01 Where a Compensation Request and any subsequent Claims are submitted according to the time limits and/or procedure described by section GC 3.14, Compensation Request, and GC 3.15, Dispute Resolution, the Owner will pay the Contractor the Rate of Interest on the amount of the agreed upon price for the Work or on the amount of the settled Claim. The Rate of Interest shall commence from a date 28 Days following the established cut-off date which immediately follows the completion of the Work to which the negotiation applies.

GC 8.02.04.11 Owner's Set-Off

Clause GC 8.02.04.11 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 Subject to Section 26 and Subsection 27.1 of the *Construction Act* and pursuant to Section 12 of the *Construction Act*, the Owner shall retain from monies owing to the Contractor under the Contract an amount sufficient to cover all debts, claims or damages related to the Contract, any outstanding or disputed liabilities the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner under paragraph GC 8.01.02, a), and any assessment due the Workplace Safety and Insurance Board.
- .02 Under these circumstances the Owner shall give the Contractor notice.

GC 8.02.04.12 Contract Completion and Statutory Holdback Release Payments

Clause GC 8.02.04.12 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

GC 8.02.04.12 Contract Completion, Statutory Holdback Release and Final Payment

- .01 The Owner shall release the statutory holdback so as to discharge all claims in respect of the statutory holdback where all liens that may be claimed against the Finishing Holdback have expired or been satisfied, discharged or otherwise provided under the *Construction Act*.
- .02 Final payment including payment of statutory holdback shall be made no later than 120 Days from the date of Contract Completion upon the expiry of all liens or upon the liens being satisfied, discharged or otherwise provided for pursuant to the *Construction Act*.

GC 8.02.04.13 Liens Filed Late

Clause GC 8.02.04.13 of the MTO General Conditions of Contract is deleted in its entirety.

GC 8.06 Taxes and Duties

Paragraph GC 8.06.05 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .05 The Contractor shall add the HST to all invoices and Proper Invoices.

CUSTODIAN: Finlay Buchanan, CMOB - Construction Contracts.

OPERATIONAL CONSTRAINT (ENVIRONMENTAL) - Management of Effluent from Concrete Cutting/Grinding

Special Provision

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.

OPERATIONAL CONSTRAINT (ENVIRONMENTAL) – Control Measures During Removal of Concrete/Structure and Structure Repair/Construction

Special Provision

This special provision describes the requirements for control measures during removal of concrete/structure and structure repair/construction at the Highway 417-416 E/S Ramp.

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 repair/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:

- d) the sequence and method of control measures during:
 - i. removal of concrete/structure;
 - ii. structure repair/construction; and
 - iii. concrete sawcutting.
- e) 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 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
No Exceptions for this Contract					

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

Special Provision

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.

All contracts

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

Special Provision

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

Special Provision

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 - Migratory Bird Protection – General

Special Provision

The Contractor shall not destroy the active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered, the ministry's Contract Administrator must be contacted.

East-South Ramp over Highway 417 Underpass (Site No. 3-532)

Vegetation removal operations shall be prohibited between April 15 and August 15 of any year in any calendar year.

If a migratory bird nest is encountered during the breeding season (i.e., as listed above), works should not

continue in the location of the nest until:

- After it has been determined by an avian specialist that the young have fledged and vacated the nest and work area;

OR

- An avian specialist determines a suitable buffer distance at which work may continue to prevent disturbance of the bird(s), and
- Where a buffer distance has been implemented, an avian specialist must undertake monitor during construction to ensure migratory birds and their eggs are not disturbed, destroyed or taken.

In the event that vegetation removal must occur within the above window, the Contractor must retain a Qualified Avian Biologist to conduct a nesting survey and ensure migratory birds are not actively nesting within the proposed area of vegetation removal prior to clearing activities.

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

Special Provision

General

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) – Management of Excess Earth with Salt Impacts

Special Provision No. ENVR0001

The Contractor shall note that excess earth from highway construction projects may contain elevated concentrations of chloride and sodium and may have elevated values for Electrical Conductivity and Sodium

Adsorption Ratio. For the purpose of this Contract, excess earth with salt impacts is not considered to be “contaminated” within the meaning of Table 1 in OPSS 180.

Where the Contractor manages excess earth as disposable fill, the Contractor shall take into account the possibility of salt impacts and ensure that the material is managed responsibly and in an environmentally appropriate manner. Where the Contractor intends to manage the excess earth that may be salt impacted on private property, the Contractor shall make the Property Owner aware that it may be salt impacted by using the attached Property Owner’s Release in place of MTO form PH-CC-183.

The Contractor is responsible for conducting such sampling and testing as may be necessary to comply with any requirements imposed by the Property Owner as a condition of accepting the excess earth.

PROPERTY OWNER’S RELEASE

Contract No: _____

Work Description: _____

I/We being the owner(s) of Lot _____, Concession _____, Township of _____, and County/Region/District of _____, verify that the Contractor for the above noted work has placed excess material from the above noted Contract on my/our property with my/our permission. I/We have signed together with the Contractor MTO forms PH-CC-181, Site Selection Notification for Stockpiling Materials Managed Through Re-Use, or PH-CC-182, Site Selection Notification for Material Managed as Disposable Fill, or both, that describe Conditions on Management, and have been assured by the Contractor that these conditions have been met.

Where materials are managed as disposable fill, I/we understand that excess earth from a highway project may contain elevated concentrations of chloride and sodium and may have elevated values for Electrical Conductivity and Sodium Adsorption Ratio and I/we agree to be responsible for any subsequent relocation and management of the material so placed.

Where materials are to be stockpiled, I/we agree that the stockpile(s) will be removed by the date(s) herein noted.

I/We hereby release the Owner and the Contractor in respect of the activities of the Contractor carried out in accordance with this release.

Dated this _____ day of _____ 20____

Property Owner’s Signature

Print Contractor’s Name & Field Representative’s Name

Contractor’s Field Representative Signature

cc: Contract Administrator, Property Owner(s), Contractor

**AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016 -
Conditions of the Working Area, and Maintaining Roadways and Detours**

Special Provision No. 100F68

August 2019

GC 7.07 Condition of the Working Area

Clause GC 7.07 of the MTO General Conditions of Contract is amended by the addition of the following:

.04 Materials or Equipment shall not be stored adjacent to the edge of lanes carrying traffic within:

- a) 10 m, on roadways with a posted speed equal to or greater than 70 km/h, or within
- b) 7 m, on roadways with a posted speed of less than 70 km/h.

Upon permission from the Contract Administrator, the distances specified above may be reduced to a minimum of 2.5 m in medians only, and 4 m in all other areas.

.05 The Contractor shall at no additional cost to the Owner, remove any vehicle, equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard or obstruction to maintenance operations.

GC 7.08 Maintaining Roadways and Detours

Clause GC 7.08 of the MTO General Conditions of Contract is amended by the addition of the following:

.08 The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and/or on non-Working Days, except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation.

Open excavations adjacent to the edge of lanes carrying traffic within:

- a) 4 m, on roadways with a posted speed equal to or greater than 70 km/h, or within
- b) 4 m, on roadways with a posted speed of less than 70 km/h,

shall be backfilled and compacted as specified to provide a continuous surface from the travelled way, prior to closing down operations each day.

OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

Special Provision No. 101F21

November 2014

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
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	None Identified
Lead	Present in bearing plate paint
Silica	Assumed present in all concrete, concrete products, aggregate and asphalt
Benzene	Assumed present in asphalt road surface
Vinyl Chloride, Coke Oven Emissions, Ethylene Oxide, Acrylonitrile and Isocyanates	None Identified
Mercury	None Detected

Refer to *Designated Substance Survey – East-South Ramp Over Highway 417 Underpass (Site 3-532)* (McIntosh Perry, 2018) for recommendations during construction.

AMENDMENT TO OPSS 922, NOVEMBER 2016

Special Provision No. 109F30

October 2018

922.03 DEFINITIONS

Section 922.03 of OPSS 922 is amended by the deletion of the definitions for **Certificate of Conformance** and **Quality Verification Engineer**.

922.07 CONSTRUCTION

922.07.08 Permission to Proceed

Subsection 922.07.08 of OPSS 922 is deleted in its entirety.

922.07.12 Certificate of Conformance

Subsection 922.07.12 of OPSS 922 is deleted in its entirety and replaced with the following:

922.07.12 Inspection after Installation of the Bearings

A Request to Proceed shall be submitted to the Contract Administrator upon completion of the bearing installation and lowering of the bridge onto the new bearings.

Any operations identified in the Contract Documents that depend upon the completion of jacking and bearing replacement shall not proceed until a Notice to Proceed has been received from the Contract Administrator.

USE OF AIR COOLED IRON BLAST FURNACE SLAG AS GRANULAR MATERIAL

Special Provision No. 110F10

September 2001

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

TEMPORARY ROADWAY CLOSURES

Special Provision No. 199F01

August 2019

1.0 HOLIDAY / SPECIAL EVENT RESTRICTIONS

Closures for mobilization of equipment and materials and construction operations shall not be permitted on the holidays / special events specified below; and when applicable, after noon on the date preceding and/or before noon on the date following, as specified below.

Name of Holiday/Special Event	Date that Closures are Not Permitted	Date that Closures are Not Permitted After Noon	Date that Closures are Not Permitted Before Noon
Family Day	February 17, 2020	February 14, 2020	N/A
Good Friday	April 10, 2020	April 9, 2020	N/A
Easter Monday	April 13, 2020	N/A	N/A
Victoria Day	May 18, 2020	May 15, 2020	N/A
Canada Day	July 1, 2020	June 30, 2020	N/A
Civic Holiday	August 3, 2020	July 31, 2020	N/A
Labour Day	September 7, 2020	September 4, 2020	N/A
Remembrance Day	November 11, 2020	November 10, 2020	N/A
Thanksgiving Day	October 12, 2020	October 9, 2020	N/A
Christmas Day	December 25, 2020	December 24, 2020	N/A
Boxing Day	December 28, 2020	N/A	N/A

Notes:

2.0 CLOSURES FOR MOBILIZATION OF EQUIPMENT AND MATERIALS

The use of construction accesses, shoulder closures, lane closures, and ramp closures for mobilization of equipment and materials (i.e., loading and unloading of materials and construction equipment onto and from the travelled portion of the highway) shall only be permitted during the times specified below, subject to restrictions as noted, when applicable.

Location/Description: Highway 417 Eastbound Lanes

Monday	Tues to Thurs	Friday	Saturday	Sunday
0:00 to 6:00 8:00 to 23:59	0:00 to 6:00 8:00 to 23:59	0:00 to 6:00 8:00 to 14:00	0:00 to 23:59	20:00 – 23:59

Notes:

2.1 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. 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.

3.0 CLOSURES FOR CONSTRUCTION OPERATIONS

3.1 Shoulder Closures

Shoulder closures for construction operations shall only be permitted during the times specified below, subject to restrictions as noted.

Shoulder Location/Description: Highway 417 Eastbound Shoulders

Monday	Tues to Thurs	Friday	Saturday	Sunday
00:00 – 23:59	00:00 – 23:59	00:00 – 23:59	00:00 – 23:59	00:00 – 23:59
Notes: The proposed 24hr shoulder closures times are only permitted when temporary construction barrier (TCB) is installed (as per the contract drawings).				

3.2 Lane Closures

Lane closures for construction operations shall only be permitted during the times specified below, subject to restrictions as noted.

Lane Location/Description: Highway 417 Eastbound Lanes

Total Number of Lanes: 3

Closure Type	Monday	Tues to Thurs	Friday	Saturday	Sunday
One Lane	00:00 – 06:00 10:00 – 14:30 21:00 – 23:59	00:00 – 06:00 10:00 – 14:30 22:00 – 23:59	00:00 – 06:00 10:00 – 14:00 22:00 – 23:59	00:00 – 10:00 22:00 – 23:59	21:00 – 23:59
Full	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Notes: No lane closures are permitted from two (2) hours before until two (2) hours after a Canadian Tire Centre event.					

3.3 Ramp Closures

Ramp closures for construction operations shall only be permitted during the times specified below, subject to restrictions as noted.

**Ramp Location/Description: Highway 417 Westbound to 416 Southbound Ramp
Total Number of Lanes on Ramp: 2**

Closure Type	Monday	Tues to Thurs	Friday	Saturday	Sunday
One Lane	00:00 – 06:00 10:00 – 14:30 21:00 – 23:59	00:00 – 06:00 10:00 – 14:30 22:00 – 23:59	00:00 – 06:00 10:00 – 14:00 22:00 – 23:59	00:00 – 10:00 23:00 – 23:59	00:00 – 10:00 21:00 – 23:59
Full	01:00 – 04:00	01:00 – 04:00	01:00 – 04:00	01:00 – 04:00	01:00 – 04:00

Notes:
 1) No lane closures are permitted from two (2) hours before until two (2) hours after a Canadian Tire Centre event.
 2) Two (2) full ramp closures shall be permitted. One (1) to place the temporary supports and one (1) to remove the temporary supports.
 3) The public shall be notified of all full ramp closures through the use of TC-64 signs and Variable Message Sign (VMS).

3.3.1 Simultaneous Ramp Closures

The following ramps shall not be closed at the same time:

N/A

3.3.2 Consecutive Ramp Closures

N/A

3.4 Full Mainline Closures

A full mainline closure shall be used:

- a) When work affecting the travelled portion of an undivided highway requires the stoppage of traffic across the full width of the traffic lanes in both directions of travel.
- b) When work affecting the travelled portion of a freeway or divided highway requires the stoppage of traffic across the full width of the traffic lanes in one direction of travel. When necessary the closure of the adjacent lane on the other side of a median barrier may also be required.

Full mainline closures shall only be permitted during the times and for the work specified below, subject to restrictions as noted, when applicable.

Full mainline closures are not permitted.

4.0 CLOSURE REQUIREMENTS

4.1 Closure Notifications

Prior to all closures of lanes and/or ramps and/or shoulders for any reason, the Contractor shall:

1. Inform the Contract Administrator:
 - a) at least 1 week prior to the start date, for all closures lasting less than one week.
 - b) at least 2 weeks prior to the start date, for all closures lasting more than one week.
 - c) of all emergency closures as soon as any details are known.
2. Inform the Contract Administrator of any closure that is being canceled subsequent to 1. above.
3. Obtain a Closure Notification Number from the Contract Administrator for each closure.
4. Fill-in the Field Work Notification Form and e-mail it to EastRegion.TOC@ontario.ca or fax it to 613-748-5287, at least 24 hours prior to any closure.
5. Notify the MTO East Region Traffic Operations Centre by phone 613-748-5296:
 - a) immediately prior to the set-up of any closure.
 - b) immediately of any changes to the closure or anticipated problems that may delay the opening time, stating details of the changes to and/or problems with the closure.
 - c) immediately upon removing the closure.

4.2 Ontario Provincial Police (OPP) Assisted Closures and Speed Control

In addition to the requirements listed in Ontario Traffic Manual (OTM) Book 7, Temporary Conditions, the Contractor has the option to use OPP assisted lane closures and speed control activities to execute the work.

Mandatory use of OPP (or their designate) shall be employed for all full mainline closures.

Mandatory use of OPP (or their designate) shall also be employed for:

N/A

All costs associated with optional and/or mandatory use of OPP for closures and/or speed control activities are deemed to be included in the Temporary Traffic Control Signs tender item. No additional payment will be made to the Contractor for these operations.

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.

5.0 PAYMENT ADJUSTMENTS

5.1 Payment Adjustments for Early Closing

On each occasion when the Contractor closes lanes and/or ramps to traffic earlier than the specified times, the Contract Administrator will assess the Contractor an initial payment reduction of \$ 1000.00.

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

For progress payment purposes, payment adjustments are made on the monthly progress payment certificate for the month in which the early closing(s) occurs.

5.2 Payment Adjustments for Late Opening

On each occasion when the Contractor fails to reopen the lanes and/or ramps by the specified time, the Contract Administrator will assess the Contractor an initial payment reduction of \$ 1,000.00.

If lanes and/or ramps are not open within 15 minutes after the specified time, a further payment reduction of \$ 1,000.00 shall be assessed against the Contractor.

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

For progress payment purposes, payment adjustments are made on the monthly progress payment certificate for the month in which the late opening(s) occurs.

CONSTRUCTION NOISE CONSTRAINTS

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

Noise Sensitive Area Limits	
Throughout Contract Limits	
Constraint	Constraint Details
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.
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GENERAL REQUIREMENTS OF SAMPLES FOR QUALITY ASSURANCE, REFEREE AND OTHER TESTING BY THE OWNER OR THE OWNER’S AGENT

Special Provision No. 199F57

December 2017

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 350 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

Special Provision No. 199F59

December 2017

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
Not Applicable	Not Applicable

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.

COATING EXISTING STRUCTURAL STEEL - Item No. 6

Special Provision No. 911F10

May 2016

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:

Existing west abutment top bearing plate

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

911.07.04.02.03 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:

Epoxy-zinc /epoxy/polyurethane Low VOC system

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

ACCESS TO WORK AREA, WORK PLATFORM AND SCAFFOLDING - Item No. 8

Special Provision

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 OHSA 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 C - Item No. 9

Special Provision

Amendment to OPSS 928, April 2012

SCOPE

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

As part of the work under the above tender item the Contractor shall include the work of the following areas:

- Removal and disposal of existing bearing assembly and anchorage;
- Abutment bearing seat.

All as directed by Contract Administrator.

ABRASIVE BLAST CLEANING OF REINFORCING STEEL - Item No. 10

Special Provision

Amendment to OPSS 929, April 2012

SCOPE

Section 929.01 of OPSS 929 is amended by the addition of the following:

As part of the work under the above tender item the Contractor shall include abrasive blast cleaning of the following:

- All existing reinforcing steel to be incorporated in patched areas;
- All existing reinforcing steel to be incorporated in new concrete.

CONCRETE PATCHES, FORMED SURFACE - Item No. 11

Special Provision

Amendment to OPSS 930, May 1994

SCOPE

As part of the work under the above tender item, the Contractor shall include concrete work at the following areas:

- Abutment bearing seat.

DOWELS INTO CONCRETE - Item No. 12

Special Provision No. 999F29

March 2018

REQUIREMENTS FOR INSTALLATION OF METALLIC DOWELS INTO CONCRETE

1.0 SCOPE

This Special Provision covers the performance requirements for the installation of metallic dowels in concrete.

2.0 REFERENCES

This Special Provision refers to the following standards, specifications or publications:

Ontario Provincial Standard Specifications, Construction

OPSS 905 Steel Reinforcement for Concrete

Ontario Provincial Standard Specifications, Materials

OPSS 1440 Steel Reinforcement for Concrete

Ontario Ministry of Transportation Publications

Pull Test Guide for Testing of Metallic Dowels, of Uncoated, Coated or Stainless Steel

Designated Sources for Materials (DSM) Manual

3.0 DEFINITIONS

For the purpose of this Special Provision the following definitions apply:

Dowel Adhesive means an adhesive used to secure the dowel in concrete.

Dowel means deformed reinforcing steel bar, or stainless steel reinforcing bar, placed into a hole of specified dimensions drilled into a concrete structure and bonded to the concrete by dowel adhesive.

Dowel Type means a dowel differentiated by bar size, orientation of embedment (horizontal, vertical or other), and embedment length.

Pull Test means a test consisting of the application of a specified tensile axial load for a specified time period to installed dowels selected for testing.

4.0 DESIGN AND SUBMISSION REQUIREMENTS

Submission requirements for the certification of the manufacturer of metallic dowels shall be according to OPSS 905.

5.0 MATERIALS

5.01 Dowels

Dowels specified in the Contract Documents shall be according to OPSS 1440.

Dowels shall be new, clean, and free of deleterious material.

5.02 Dowel Adhesive

Dowel adhesive shall be a material listed in the MTO Designated Source for Materials suitable for the application.

6.0 EQUIPMENT - Not Used

7.0 CONSTRUCTION

7.01 Dowels in Concrete

Dowel holes shall be drilled to the required dimensions and depth as specified in the Contract Documents. Core drilling of the dowel holes shall not be permitted.

Holes that are started but not completed shall be cleaned and filled with a proprietary patching material from the Owner's pre-qualified products list.

The installation and removal operations shall not cause spalling, cracking, or other damage to the surrounding concrete. Any damage shall be repaired in a manner acceptable to the Contract Administrator.

Steel reinforcement and other existing embedments shall not be cut or damaged by the drilling process. Existing steel reinforcement, utility ducts, post tensioning hardware, and any unsound concrete in the vicinity of the dowel locations shall be located prior to the drilling of any holes. If any of the above is encountered during drilling operations, the Contract Administrator shall be notified immediately.

Prior to dowel installation, drill holes shall be thoroughly cleaned with compressed air. Dowels shall be positioned as specified in the Contract Documents. The dowel adhesive shall be placed according to the manufacturer's recommendations and shall completely fill the drill hole once the dowel is installed. All excess adhesive shall be struck-off flush with the concrete surface and removed from the surrounding concrete surface area.

Dowels shall be maintained in the proper position and protected from being disturbed during the setting of the dowel adhesive and loss of dowel adhesive from the holes shall be prevented.

The Contract Administrator shall be notified in writing when a lot, as defined in the Lot Size clause, or the proof of process installation, is ready for testing. Five Business Days shall be allowed for the Contract Administrator to carry out the testing.

Access to the dowels for testing shall be provided to the Contract Administrator. The Contractor shall not install formwork or attach anything to the dowels (such as steel reinforcement or utility ducts) until the pull tests have been completed and the dowel lots are accepted into the work.

7.02 Inspection for Dowel Installation

A Request to Proceed shall be submitted to the Contract Administrator after the installation of all metallic dowels in a stage and prior to placement of concrete.

The next operation shall not proceed until the Contract Administrator has issued to the Contractor a Notice to Proceed.

8.0 QUALITY ASSURANCE

8.01 General

Installed dowels shall be accepted based on conformance to the visual acceptance criteria and pull testing criteria.

Dowels tested in-situ will be accepted on a lot basis.

All dowels, with the exception of dowels installed in the following applications, shall be subjected to in-situ pull testing for acceptance purposes:

- a) Concrete box culvert extensions;
- b) Re-facing of all structural elements (e.g. abutments, columns, wing walls) less than 2 m in height;
- c) Widening of footings;
- d) Concrete patches;
- e) Concrete pavement repairs; and
- f) Slip-formed barrier walls.

When the Contract Administrator determines that in-situ pull testing is not possible due to insufficient clearance for proper positioning of the testing device or dowels too short to fit the testing device grips, a proof of process installation and pull testing shall be carried out in lieu of in-situ pull testing. The purpose of proof of process installation and pull testing is to demonstrate to the Contract Administrator that the dowel installation material and methods used in the work are capable of meeting the pull test requirements of the Contract Documents. The proof of process installation shall be installed at another location in the work subject to the approval of the Contract Administrator. The proof of process installation shall be carried out using the same personnel, equipment, materials and methods intended for use in the work, and shall be in the same orientation (vertical or horizontal) required for the work.

8.02 Visual Acceptance Criteria

Completed dowel installations shall be properly positioned as specified elsewhere in the Contract Documents and free of damage to the dowel or dowel coating. Excess dowel adhesive shall have been struck off flush with the concrete surface and removed from the surrounding area.

8.03 Pull Testing Criteria

8.03.01 General

Pull testing shall be carried out by the Contract Administrator according to the Pull Test Guide for Testing of Metallic Dowels, of Uncoated, Coated or Stainless Steel available from Materials Engineering and Research Office, Concrete Section.

The Contractor may be present during the testing procedure. When requested by the Contractor, the Contract Administrator shall provide documentation of equipment calibration.

An individual dowel shall not be subjected to more than one pull test.

Any spalling, cracking, or other damage to the surrounding concrete caused by the Contractor's installation or removal of dowels shall be repaired at no additional cost to the Owner and in a manner acceptable to the Contract Administrator.

8.03.02 Dowel Load Duration Time

8.03.02.01 Dowels Embedded Less than or Equal to 200 mm

Dowels with embedment depth less than or equal to 200 mm, shall be considered acceptable when they can hold the load specified in Table 1 without any change in the load for 15 seconds.

8.03.02.02 Dowels Embedded Greater Than 200 mm

Dowels with embedment depth greater than 200 mm shall be considered acceptable when they can hold the load specified in Table 1 without any change in the load for 15 seconds.

8.03.03 Lot Size - In-Situ Testing Only

A lot shall consist of no more than 200 dowels of the same type in a single stage. Where a single stage is less than 200 dowels of the same type the lot shall be the single stage.

8.03.04 In-Situ Pull Test Requirements

The Contract Administrator shall randomly select 10 dowels in each lot for testing.

Any damage to the dowel coating shall be repaired in a manner acceptable to the Contract Administrator.

If 2 or more dowels fail, the Contract Administrator shall conduct additional pull testing on 20 dowels in the lot. If 2 or more dowels fail, the lot shall be deemed unacceptable and the lot shall be removed and replaced at no additional cost to the Owner.

Replacement dowels shall be accepted by pull testing, proof of process installation, or other means, as directed by the Contract Administrator.

Additional pull testing shall be as detailed elsewhere in this Special Provision at no additional cost to the Owner.

All testing shall be completed before concrete is placed.

8.03.04.01 Replacement of Failed Dowels

Any installed dowels that fail the pull test shall be removed and replaced by the Contractor at no additional cost to the Owner. In lieu of removal, dowels can be cut off flush with the concrete surface.

The Contractor shall install the new dowel in a location approved by the Contract Administrator.

8.03.05 Proof of Process Installation

Where proof of process installation is carried out, the Contract Administrator shall select the location for proof of process installation in another area of the same structural element, or in another comparable structural element.

Dowels shall not be installed into the work until the Contract Administrator has accepted the proof of process installation procedure.

An approved proof of process installation procedure for dowel types shall be valid for the Contract for 120 days from the date of acceptance. After 120 days, proof of process installation shall be repeated using the same labour, materials, dowel type, and process to re-qualify the proof of process installation procedure.

The Contract Administrator may at any time require re-qualification of the proof of process installation procedure. When re-qualification process is required, and it has been deemed acceptable by the Contract Administrator, it shall be valid for 120 days from the date of re-qualification.

The number of dowels required for each proof of process installation shall be 5 dowels for each dowel type to be installed in the work.

Straight bars may be installed for proof of process installation.

If any dowel fails, the proof of process installation shall be considered unacceptable. The Contractor shall not be permitted to install any of the dowel types in the work until a successful proof of process installation procedure for the dowel type has been completed and accepted by the Contract Administrator.

Any installed dowels used for proof of process installation that fail the pull test shall be removed by the Contractor at no additional cost to the Owner. If directed by the Contract Administrator, remaining dowels shall be removed by the Contractor at no additional cost to the Owner. Cutting off dowels flush with the concrete surface is permitted.

Upon the successful completion of a proof of process installation procedure, the Contractor shall be permitted to install dowel types at locations specified elsewhere in the Contract Documents using the accepted installation procedure.

If the Contractor changes the accepted procedure for any dowel type from that used for the proof of process installation, the Contractor shall repeat the proof of process installation according to the changed procedures prior to incorporating any dowel types into the work.

9.0 MEASUREMENT FOR PAYMENT

For measurement purposes, a count shall be made of the number of dowels installed.

10.0 BASIS OF PAYMENT

10.01 Dowels Into Concrete - Item

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment, and Material to do the work, except that payment for the reinforcing steel bars or stainless steel reinforcing bars used as the dowels shall be according to OPSS 905.

No payment shall be made for dowels that fail the pull test.

The cost of additional pull testing shall be at no additional cost to the Owner and shall be a lump sum of \$1,000 per mobilization to the contract with an additional cost of \$50 per dowel.

TABLE 1
Pull Test Loads

Dowel Size	Test Loads kN	
	Embedment Depth Less Than or Equal to 200 mm	Embedment Depth Greater Than 200 mm
10M	20	30
15M	40	60
20M	60	90
25M	100	150
30M	140	210
35M	190	285

JACKING OF SUPERSTRUCTURE - Item No. 13

Special Provision No. 999F30

October 2018

REQUIREMENTS FOR JACKING OF BRIDGE SUPERSTRUCTURE

1.0 SCOPE

This specification covers the requirements for raising and lowering a bridge superstructure by the use of jacks.

2.0 REFERENCES

This Special Provision refers to the following standards, specifications or publications:

Ontario Provincial Standard Specifications, Construction

OPSS 906 Structural Steel for Bridges
 OPSS 919 Formwork and Falsework
 OPSS 922 Installation of Bearings

Ontario Ministry of Transportation Publications

Structural Manual
 Designated Sources for Materials (DSM) Manual

CSA Standards

G40.20-013/G40.21-13 General Requirements for rolled or welded structural quality steel / Structural quality steel.

ASTM International

A 563M-15 Standard Specification for Carbon and Alloy Steel Nuts
F 436M-16 Standard Specification for Hardened Steel Washers
F 3125M-15a Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 830MPa and 1040MPa Minimum Tensile Strength [Metric]

3.0 DEFINITIONS

For the purpose of this Special Provision the following definitions apply:

Jacking Design Engineer means an Engineer retained by the Contractor qualified to provide the services specified in the Contract Documents to both design and certify the provided jacking equipment and jacking methodologies will facilitate the jacking and lowering of the bridge in conformance with the Contract Documents.

Jacking System means all components required to perform the lifting and temporary support of the bridge superstructure. This includes but is not limited to; jacks, hydraulic hoses and fluid, valves, sensors, jacking systems, shims, temporary support systems, and all related appurtenances.

Survey means precise and detailed measurements and elevations taken, recorded, documented and certified by an Ontario Land Surveyor or an Engineer.

4.0 DESIGN AND SUBMISSION REQUIREMENTS

4.01 Design Requirements

4.01.01 General

Unless a detailed jacking system design is provided in the Contract Documents, the Contractor shall be responsible for the design of the jacking system. When certain aspects of a jacking system are provided in the Contract Documents, the Contractor shall incorporate these aspects into the design of the jacking system.

When jacking locations are provided in the Contract Documents, they shall be incorporated into the design of the Contractor's proposed jacking system and shall not be changed.

Where the replacement of bearings is called for in the Contract Documents, the design shall take into account the possible difference in bearings size between the new and the original and ensure that the placement of the temporary supports does not interfere with the proper placing of bearings.

The design shall account for the structural work and condition of the structure at the time of jacking, and the stages that may interfere with temporary supports or jacking locations. It shall take into account any deterioration and/or removals prior to and during the duration of the jacking and remedial work. The design of temporary supports shall account for articulation of the superstructure including thermal movements, as well as any potential slip in supports. Jack and support locations shall account for conflicts between structural work and temporary works designed by the contractor.

The Contractor shall be responsible for determining an appropriate amount of pre-loading to be applied to the jacks prior to the start of displacement controlled jacking. The pre-loading amount shall be no less than 15% of the specified jacking load and shall be sufficient to account for decompression of bearings, gaps between shims (if used) and any other geometric imperfections in the proposed jacking system.

Shims and blocking used to support the jacks shall also be designed for no less than 200% of the jacking loads specified on the Contract Drawings.

4.02 Submission Requirements

4.02.01 Jacking Drawings and Calculations

The Contractor shall submit three (3) sets of the jacking drawings and calculations and a digital PDF format copy shall be submitted to the Contract Administrator 7 Days prior to the commencement of the jacking operations, for information purposes only. Submissions shall bear the seals and signatures of the jacking design Engineer and a design checking Engineer.

The jacking drawings and calculations shall include the following:

- a) Jacking methodology and sequence.
- b) Location, number, type and capacity of the jacks to be used.
- c) Description of the control system, complete with all design, schematics and equipment to be used.
- d) Location and material to be used for temporary blocking and shimming.
- e) Proposed pre-loading to be applied to jacks.
- f) Schematic showing the configuration of all jacks, stop valves, gauges, manifolds and hydraulic pumps.
- g) Current calibration certificates for all jacks, gauges, and lifting/lowering controller.
- h) Full details of the temporary support system including forces to be transmitted and method of transferring the loads to the substructure or founding strata, including considerations for thermal expansion and contraction.
- i) Strengthening of the existing structure where necessary.
- j) Restrictions on traffic and construction traffic.

Any required modifications to accommodate the proposed jacking system that may affect the final configuration of the bridge shall be submitted as a written proposal to the Contract Administrator prior to commencing jacking operations.

The Contractor shall have a copy of the signed and sealed jacking drawings at the site during jacking setup and operations.

4.02.02 Revised Submissions

When jacking design considerations or field conditions necessitate amendments to the jacking drawings, revised jacking drawings shall be submitted according to the Jacking Drawings and Calculations subsection.

5.0 MATERIALS

5.01 Structural Steel

All structural steel shall be according to CSA G40.20/G40.21.

5.02 High Strength Bolts, Nuts and Washers

High strength bolts shall be according to ASTM F 3125M.

High strength nuts, and hardened washers shall be suitable for use with the types of bolts being specified and shall be according to ASTM A 563M, and ASTM F 436M.

The nuts, bolts, and washers shall be shipped together as an assembly from the manufacturer. The requirements outlined in the Test Reports for Fasteners clause found in OPSS 906 shall apply.

5.03 Mechanical and/or Adhesive Anchors

Mechanical and/or adhesive anchors shall be suitable for dynamic loads and shall be installed according to the manufacturer's recommendations.

5.04 Grout

Cement based non-shrink grout shall be supplied from sources named in the DSM manual.

6.0 EQUIPMENT

6.01 Synchronized Jacking System

A synchronized jacking system shall consist of either a Programmable Logic Controller (PLC) controlled system or a volumetric controlled system. The system shall be capable of adjusting pressures and hydraulic volumes in order to achieve a uniform lift and/or lowering to a tolerance of not more than 1.0 mm from the leading to lagging cylinders.

6.01.01 Programmable Logic Controlled Jacking System

A PLC controlled system shall include a central unit which continuously monitors the relative and absolute position of each individual jacking point.

6.01.02 Volumetric Controlled Jacking System

A volumetric controlled jacking system shall be fully calibrated and designed to precisely deliver the same volume of hydraulic oil to each individual jack at the same time when the same make and model of jacks are used at all locations.

When different makes and models of jacks are used, the system shall be capable of adjusting for differing amounts of fluid required at different jacks in order to comply with the specified lifting and lowering tolerances.

6.02 Displacement Sensors

The synchronized jacking system shall display real-time data for each jack location showing vertical displacement, hydraulic pressure, and applied force for monitoring purposes during the jacking operation. The data shall be automatically recorded at 1 second intervals in a data log file for the entire duration of the jacking/lowering operation(s) and stop only after the bridge is firmly on the temporary supports or permanent bearings.

Each jacking location shall have either a digital displacement sensor or linear transducer accurate to 0.1mm to monitor displacements. The displacement sensors can be either integrated into the jacking system or independently monitored such that displacement sensors, stroke sensors or calibrated volumetric control system is capable of achieving the relative lift/lowering tolerances specified in the Contract Documents. For jacks supported on temporary fixtures (such as jacking corbels), independent displacement sensors shall be used, and measurements shall be made relative to a fixed location on the adjacent bearing seat.

A data log file shall be submitted to the Contract Administrator within 7 days of any jacking operation in Microsoft Excel format (or Approved equivalent). Data log file format is to be in a table with individual columns representing each displacement sensor reading in millimetres, hydraulic pressure, and applied force at each jacking location. Individual rows shall represent the time in Hr:Min:Sec format.

7.0 CONSTRUCTION

7.01 Pre-Construction Surveys

Prior to the start of any work related to the jacking operation, the Contractor shall carry out field measurements of all components of the existing structure that might impact the installation of the jacking system and ensure that any necessary adjustments to the jacking drawings and calculations based on these field measurements are made accordingly. The jacking design Engineer and the design checking Engineer shall then determine whether any adjustments to the jacking system based on the field measurements will be required. If adjustments to the jacking drawings and calculations are required, the jacking drawings and calculations shall be resubmitted to the Contract Administrator along with a request for approval.

The Contractor shall take measurements of the underside of deck or girders at bearing locations prior to jacking the structure as part of this detailed survey and shall be relative to an adjacent fixed point on the substructure which will not move during construction. This shall include a minimum of one local fixed marking on the abutment or pier immediately adjacent to each lift point and bearing location. This marking must be located such that it will not be moved or compromised by the construction operations. Measurements to the underside of each girder and lifting point shall be made relative to the corresponding fixed marking, which shall be recorded accurate to 1mm.

The Contractor shall submit these measurements to the Contract Administrator prior to jacking.

7.01.01 Detailed Survey

Prior to the start of any work related to the jacking operation, the Contractor shall perform a detailed survey to establish geodetic elevations of the existing bridge deck, curb, and crown along deck joints to remain, as well

as the existing orientation of the bearings to be replaced. The survey shall be in addition to the pre-construction survey, and the Contractor shall submit the results to the Contract Administrator prior to jacking.

The need for a detailed survey for each structure shall be as follows:

Site No. and Structure Name	Detailed Survey Required
03X-0532/B0 – ES Ramp Underpass	YES

7.02 Structural Steel

All structural steel fabrication, delivery and erection shall be according to OPSS 906.

7.03 Formwork and Falsework

All formwork and falsework shall be according to OPSS 919.

7.04 Installation of Bearings

When jacking is required for the installation, replacement or adjustment of bearings, the requirements of OPSS 922 shall apply. The orientation of the new bearings shall match the existing bearings.

7.05 Jacking

7.05.01 General

The Contractor shall ensure that all existing expansion joints are free to move vertically prior to jacking. Bolts securing the handrail posts to the parapet walls, if present, shall be loosened to permit jacking without damaging the handrails.

Upon completion of the fabrication and installation of the components of the temporary works and prior to jacking, the jacking design Engineer shall conduct an inspection to verify that the fabrication and installation of the temporary works has been carried out according to the jacking drawings.

Traffic shall be allowed on or below each bridge during jacking as follows:

Site No. and Structure Name	Traffic Permitted on Bridge During Jacking	Traffic Permitted Under Bridge During Jacking
03X-0532/B0 – ES Ramp Underpass	NO	YES

7.05.02 Jacking Points and Loads

Jacks shall only be placed at the jacking points specified in the Contract Documents. Jacks with a rated capacity of no less than 200% of the jacking loads specified on the Contract Drawings shall be used.

At no point shall the applied jacking loads exceed 200% of the jacking loads specified on the Contract Drawings.

7.05.03 Inspection Prior to the Commencement of the Jacking Operation

A Certificate of Conformance shall be submitted to the Contract Administrator prior to commencing each jacking operation.

7.05.04 Jacking Operations

The Contractor shall inform the Contract Administrator in writing at least 3 Days prior to the commencement of the jacking operations.

The lifting or lowering of the entire width of the structure shall be carried out in one uniform and synchronized operation using a synchronized jacking system. At no time during the lifting or lowering of the structure shall the elevation difference between any jacking points exceed 1.0 mm as measured at the centre line of the bearings.

Jacking operations shall be carried out under the direct supervision of the jacking design Engineer. Prior to the commencement of jacking operations, the accuracy of all transducer read-outs, relative to manual measurements shall be demonstrated to the Contract Administrator.

The lift and/or lowering at each jacking point shall be monitored continuously during the jacking operation from a centralized location by remote sensors or calibrated jacking system. The maximum lift for all jacking points shall be sufficient to decompress the bearings and stop 3 mm above the final jacking elevation, unless otherwise specified in the Contract Documents.

7.05.05 Temporary Supports

The bridge superstructure shall not be supported on hydraulic jacks for a period longer than permitted on the jacking drawings and in no case longer than 12 hours.

When the required lift for all jacking points has been achieved and the bearings have been released, temporary supports (such as blocking and shimming) shall be placed to support the bridge. The jacks shall then be lowered in one synchronized operation while maintaining the maximum allowable difference between any two jacking points of 1.0 mm.

The jacking loads shall be transferred to the temporary supports and then the jacks released prior to the commencement of bearing removal and bearing seat reconstruction or bearing replacement work.

Unless otherwise specified in the Contract Drawings, temporary supports shall be located at the jacking points.

The superstructure shall not be left on temporary supports for more than 30 Days or as specified in the Contract Documents.

7.05.05.01 Post-Jacking Survey

Immediately after the structure has been placed on temporary supports and prior to the bearing seats being reconstructed (if applicable), the underside of the superstructure that will be in contact with the new bearings shall be surveyed. The survey shall include the four corners in contact with the bearings and at least one point in the middle of the bearing area. Data from the survey shall be forwarded to the Contract Administrator to determine if adjustments to the design are required.

7.05.06 Lowering of the Superstructure

Where jacking of the superstructure is accompanied by rehabilitation of bearing seats, the superstructure may be jacked again for the removal of the temporary supports only after the concrete in the bearing seats has reached 75% of its design strength. The jacks shall then be lowered in one synchronized operation, while maintaining the maximum allowable difference between any two jacking points of 1.0 mm, and the superstructure shall be placed onto the bearings.

7.05.06.01 Bearing Contact

The bearings shall have uniform and full contact at top and bottom. The requirements for bearing full contact as specified in OPSS 922 shall be met. The jacking system shall remain in place until full contact of bearings is achieved.

7.05.07 Reinstatement of Structure and Components

The bridge deck and girders shall be reinstated to the original elevations unless new elevations are specified in the Contract Documents or as otherwise directed by the Contract Administrator.

A final continuous and smooth riding surface not exceeding 3 mm in difference across all joints, approaches and adjacent spans where bearings are replaced shall be provided. The pre-jacking elevations, proposed new elevations, new bearing thickness, elastic compression of new bearings from the manufacturer, and any other new components installed shall be assessed as part of the Work in meeting this requirement.

The Contractor shall notify the Contract Administrator when any existing conditions or components will affect the ability to meet the above requirement.

Anchor holes shall be filled with non-shrink grout finished flush with the surrounding concrete with matching color; no metal components of the jacking system shall be embedded permanently in concrete with less than 40 mm of cover.

All expansion joint and handrail components removed or loosened to facilitate jacking shall be reinstated.

7.06 Inspection after Completion of the Jacking Operation

A Certificate of Conformance shall be submitted to the Contract Administrator upon completion of each jacking operation.

7.07 Management of Excess Material

Management of excess material shall be according to the Contract Documents.

8.0 QUALITY ASSURANCE - Not Used

9.0 MEASUREMENT FOR PAYMENT - Not Used

10.0 BASIS OF PAYMENT

10.01 Jacking of Superstructure - Item

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment and Materials 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 (message to be supplied by owner)	2 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 **20 Apr 2020** and the Contractor shall diligently carry out the Work on this Contract to completion on or before the expiration of **35** 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 **06 Nov 2020 to 14 May 2021** 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 **06 Nov 2020**. 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 **\$1,500.00** 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