

TENDER CLOSING DATE IS 11:30:00 A.M. LOCAL (TORONTO) TIME: MAY 21, 2021

TENDER FOR **Structure**

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

AT HWY. 567

8.3 km South of Highway 11B (Site 47X-0316/C0) 16.7 km South of
Highway 11B (Site 47X-0315/C0)

0.4 km

Northeastern Region

UNDER CONTRACT NO. 2021-5056

- (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

Bonds

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	0599-0100 SP	Performance Bond	lump sum	100 %		
2	0599-0110 SP	Labour and Material Payment Bond	lump sum	100 %		

Grading - Latour Creek

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
3	0703-0020	Small Signs, Ground Mounted, New	each (P)	2		
4	0706-0015	Temporary Traffic Control Signs	lump sum	100 %		

Latour Creek Culvert, Site 47X-0315/C0

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
5	0517-0010 SP	Dewatering System	lump sum	100 %		
6	0517-0020 SP	Temporary Flow Passage System	lump sum	100 %		
7	0904-0015 SP	Concrete in Culverts	m3 (P)	31.5		
8	0999-9192 SP	Shear Connectors	each (P)	528		

Grading - Unnamed

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
9	0314-0200	Granular B, Type II (End Area Method)	m3	7		
10	0511-0145	Rip-Rap	m2 (P)	18		
11	0703-0020	Small Signs, Ground Mounted, New	each (P)	2		
12	0706-0015	Temporary Traffic Control Signs	lump sum	100 %		
13	0825-0060 SP	Waterbody Aggregate, WB-750	m3 (P)	52		

Unnamed Creek Culvert, Site 47X-0316/C0

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
14	0517-0010 SP	Dewatering System	lump sum	100 %		
15	0517-0020 SP	Temporary Flow Passage System	lump sum	100 %		
16	0902-0010	Earth Excavation for Structure	m3 (P)	2		
17	0904-0015 SP	Concrete in Culverts	m3 (P)	31.5		
18	0930-0151	Concrete Patches, Form and Pump	m3	0.2		
19	0999-0165 SP	Dowels into Concrete	each (P)	280		
20	0999-9192 SP	Shear Connectors	each (P)	260		

		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 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. 2021-5056**

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

A. SPECIAL PROVISIONS

- a) SPECIAL PROVISIONS FOR CONTRACT NO. 2021-5056 ATTACHED
- b) SPECIAL PROVISIONS FOR LABOUR CONDITIONS ATTACHED
- c) LIQUIDATED DAMAGES FOR CONTRACT NO. 2021-5056 ATTACHED

B. PLANS

Contract Drawing Book(s), Foundation Investigation Report.

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	0812.0100	Nov 2006
0984.1010	Nov 2014						

MTOD

N / A

SSD

N / A

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

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

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.

- 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	Jan 2021	100S15	May 2017	100S17	Mar 2018
100S19	Jan 2020	100S55	Jan 2020	100S59	Nov 2016
100F68	Aug 2019	100S69	Aug 2019	101S04	Jan 2017
101S18	Apr 1994	101F21	Nov 2014	101F23	Jun 2020
103S05	Aug 2019	109S18	Oct 2020	110S06	Jun 2020
110F10	Sep 2001	110S17	Jan 2020	113S03	Dec 2004
199F01	Aug 2019	199F14	Oct 2020	199F33	Jan 2020
199S38	Mar 2017	199S54	Feb 2018	199S55	May 2004
199S56	Sep 2005	199F57	Dec 2017	199F59	Dec 2017
199S60	Oct 2009	199S64	Oct 2020	199S65	Dec 2016
199S66	Aug 2019				

E. ITEM SPECIFIC SPECIAL PROVISIONS

Special No.	Date	Item No.
517F01	Jul 2017	5, 6, 14, 15
599S05	Oct 2020	1, 2
825S01	Jan 2020	13
999F29M	Mar 2018	19

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

- 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.

- 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.
- 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						

OPSS - Provincial

No.	Date	No.	Date	No.	Date	No.	Date
0100	Nov 2016	0106	Nov 2019	0120	Nov 2014	0127	Jan 2021
0180	Nov 2016	0182	Apr 2020	0314	Nov 2015	0511	Nov 2018
0517	Nov 2016	0703	Nov 2019	0706	Nov 2016	0825	Nov 2019
0902	Nov 2019	0904	Nov 2019	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	Nov 2019
0120	Prov	Nov 2014	0127	Prov	Jan 2021	0180	Prov	Nov 2016
0182	Prov	Apr 2020	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 2020	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 2020	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	0411	Prov	Nov 2020
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	Nov 2020
0804	Prov	Nov 2020	0805	Prov	Nov 2020	0810	Prov	Apr 2017
0811	Prov	Apr 2017	0812	Prov	Apr 2020	0820	Prov	Apr 2020
0821	Prov	Apr 2020	0822	Prov	Apr 2020	0823	Prov	Apr 2020
0824	Prov	Apr 2020	0825	Prov	Nov 2019	0832	Prov	Apr 2019
0902	Prov	Nov 2019	0903	Prov	Apr 2016	0904	Prov	Nov 2019
0905	Prov	Apr 2020	0906	Prov	Nov 2020	0907	Comm	Apr 2011
0908	Prov	Nov 2014	0909	Prov	Nov 2016	0910	Prov	Apr 2008
0911	Prov	Nov 2014	0912	Prov	Nov 2020	0913	Prov	Nov 2017
0914	Prov	Nov 2014	0915	Prov	Nov 2014	0918	Prov	Apr 2017
0919	Comm	Nov 2011	0920	Prov	Nov 2020	0921	Prov	Nov 2020
0922	Prov	Nov 2020	0928	Prov	Apr 2012	0929	Prov	Nov 2017
0930	Prov	Nov 2014	0931	Prov	Apr 2020	0932	Prov	Nov 2020
0935	Prov	Nov 2014	0942	Prov	Apr 2020	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 2020	1102	Prov	Apr 2017	1103	Prov	Nov 2016
1151	Prov	Nov 2016	1152	Prov	Nov 2016	1153	Prov	Nov 2016
1202	Prov	Nov 2020	1203	Prov	Nov 2020	1204	Comm	Nov 2003
1205	Prov	Apr 2015	1210	Prov	Nov 2020	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	Apr 2020	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. 2021-5056**

NOTICE TO CONTRACTOR

Special Provision No. CONS0002

Address Change

On February 15, 2021, materials delivered in the past to the Ministry’s testing laboratory at 145 Sir William Hearst Avenue (previously, 1201 Wilson Avenue), shall be delivered to the updated address.

Any advance notifications or other requirements in conjunction with the material delivery shall be according to the Contract Documents.

Past Address	Updated Address
Room 15, 145 Sir William Hearst Avenue Downsview, Ontario, M3M 0B6	95 Arrow Road, Shipping Entrance Toronto, Ontario, M9M 2L4 Phone: (416) 235-3698 Email: Shipping.EMO@ontario.ca
Room 15, Building C, 1201 Wilson Avenue Downsview, ON M3M 1J8	
Materials Engineering and Research Office, Ministry of Transportation of Ontario, Room 233, 145 Sir William Hearst Avenue Downsview, Ontario, M3M 0B6	Engineering Materials Office Ministry of Transportation 95 Arrow Road Toronto, Ontario, M9M 2L4
Ministry’s Material Engineering and Research Office, 1201 Wilson Avenue, Downsview, Ontario, M3M 1J8	
Concrete Section, Ministry of Transportation of Ontario, Room 235, 145 Sir William Hearst Avenue Downsview, Ontario, M3M 0B6	Concrete Section, Engineering Materials Office Ministry of Transportation 95 Arrow Road Toronto, Ontario, M9M 2L4
Concrete Section Ministry of Transportation of Ontario 1201 Wilson Avenue Downsview, Ontario, M3M 1J8	
Purchasing and Supply Office Ministry of Transportation, 1201 Wilson Avenue, Downsview, Ontario, M3M 1J8	
Bituminous Section Ontario Ministry of Transportation Room 15, 145 Sir William Hearst Avenue Downsview, Ontario M3M 0B6	
Bituminous Section Ontario Ministry of Transportation Room 15, 145 Sir William Hearst Avenue Downsview, Ontario M3M 0B6	Bituminous Section, Engineering Materials Office Ministry of Transportation 95 Arrow Road Toronto, Ontario, M9M 2L4

NOTICE TO CONTRACTOR – Latour Creek Culvert Shallow Bedrock

Special Provision

At the Latour Creek culvert, the Contractor shall be alerted to the presence of shallow bedrock. Consideration of the presence of the bedrock must be made in the selection of the Temporary Flow Passage System.

OPERATIONAL CONSTRAINT – Spring Load Restrictions

Special Provision

The Contractor is advised that spring load restrictions apply to Highway 567.

OPERATIONAL CONSTRAINT – Maintenance Of Traffic / Single Lane Closures

Special Provision

Maintenance of Traffic

Operations shall be scheduled on Highway 567 such that one lane of traffic in each direction, is restored to its original location prior to the end of each day's work.

Single Lane Closures

A maximum of one (1) daytime single lane closures not exceeding 200 m will be permitted within the contract limits.

OPERATIONAL CONSTRAINT – No Night Work

Special Provision

No work shall occur between sunset and sunrise for the entire duration of the Contract.

OPERATIONAL CONSTRAINT (ENVIRONMENTAL) – Migratory Bird Protection - General

Special Provision

The Contractor shall not destroy active nests of protected migratory birds. When these nests are encountered the ministry's contract administrator must be contacted.

OPERATIONAL CONSTRAINT (ENVIRONMENTAL) - Areas used for the Management of Excess Materials:

Special Provision

Should the contractor choose to establish excess material management areas for the purpose of disposing of tops, stumps, roots and other excess materials resulting from his grading operations, the following conditions shall apply in addition to the requirements of OPSS 180:

1. The Contract Administrator shall be notified of the areas selected prior to any disposal activity.
2. The area selected shall be cleared of standing vegetation.
3. The natural wood shall be top-covered with a minimum of 0.5m of earth or swamp materials.
4. The area shall be contour graded.
5. The area shall be seeded and mulched.
6. The permission of landowners, including MNR for Crown lands shall be obtained prior to the use or clearing of any site.

No separate payment will be made for any of the above work.

OPERATIONAL CONSTRAINT (ENVIRONMENTAL) - Erosion and Sedimentation Control

Special Provision

The time interval between commencement and completion of any work that disturbs earth surfaces shall be a maximum of 20 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 cover material (seed and mulch, seed and erosion control blanket, sod, rip-rap, etc.) has been applied.

Where the timing of the operation results in a conflict with the application requirements of the specified cover, the Contractor shall determine appropriate interim measures that afford temporary protection until such a time as final cover can be applied.

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 to prevent entry of sediment to watercourses.

A 200m stand-by supply of prefabricated light duty 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.

OPERATIONAL CONSTRAINT (ENVIRONMENTAL) – General – Erosion and Sedimentation Control

Special Provision

The erosion and sedimentation control items detailed in the Contract address the requirements of regulatory authorities needed to obtain authorizations, permits and/or approvals in order to proceed to construction, and erosion and sedimentation controls not related to contractor construction methods and operations such as final slopes and final ditches.

The Contractor shall, as part of the Contract price, control erosion and sediment caused by their construction methods and operations including but not limited to incomplete earth slopes, ditches and designated disposal areas, stockpiles, access and service roads, storage and work areas, and non-designated disposal areas so as to meet all legislative requirements, to prevent entry of sediments into watercourses and environmentally sensitive areas and to prevent damage to property inside or outside of the right-of-way.

OPERATIONAL CONSTRAINTS (ENVIRONMENTAL) - Control Measures during Removal of Concrete, Concrete Repair/Construction, and Concrete Sawcutting

Special Provision

This special provision describes the requirements for control measures during removal of concrete, concrete repair/construction, and concrete sawcutting.

The requirements of this special provision are in addition to those specified elsewhere in the contract.

For materials resulting from concrete removal, and materials resulting from concrete repair/construction, the Contractor shall take the appropriate measures and provide such protection system or systems to ensure that such materials do not.

- (a) fall into or enter the waterbody;
- (b) cause damage to any portion of the structure not designated for removal.

For concrete sawcutting, the Contractor shall take appropriate measures and provide such protection system or systems to:

- (a) contain any removed material until it is disposed of; and
- (b) minimize the escape of dust such that no visible dust reaches the waterbody, adjacent wetlands, or property outside the right-of-way limits.

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

- (a) removal of concrete / structure ; and
- (b) concrete repair/construction; and

- (c) concrete sawcutting.

The Contractor shall give the Contract Administrator written notice a minimum of 14 calendar days prior to the date that permission is required to proceed with any of the above-specified work operations. The notice shall include four copies of written descriptions, drawings and schedules that provide the following:

- (a) The sequence and method of control measures during:
 - (i) removal of concrete / structure; and
 - (ii) concrete repair/construction; and
 - (iii) concrete sawcutting.

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.

Dust from the concrete sawcutting and all other excess materials resulting from concrete removal and concrete repair/construction shall be managed as specified elsewhere in the Contract.

All material from concrete sawcutting and all other excess materials resulting from concrete removal and concrete structure repair/construction 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) - 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) - Management of Excess Earth with Salt Impacts

Special Provision

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 - Payment for Equipment

Special Provision No. CONS0001

GC 8.03.06 Payment for Equipment

GC 8.03.06.01 Working Time

Paragraph GC 8.03.06.01.01 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 The Owner shall pay the Contractor for the Working Time of all Equipment other than Rented Equipment and Operated Rented Equipment used on the Work on a Time and Material Basis at The 127 Rate.

Paragraph GC 8.03.06.01.02 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .02 The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the Rented Equipment invoice price. A Contractor shall obtain approval from the Contract Administrator prior to the use of the Rented Equipment, if 110% of the invoice price is greater than The 127 Rate.

Paragraph GC 8.03.06.01.03 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price. A Contractor shall obtain approval from the Contract Administrator prior to the use of the Operated Rented Equipment, if 110% of the invoice price is greater than The 127 Rate.

GC 8.03.06.04 Mark-Up on Work on a Time and Material Basis

Clause GC 8.03.06.04 of the MTO General Conditions of Contract is deleted in its entirety and replaced with the following:

- .01 Payment for Mark-Up on Work on a Time and Material Basis shall be made at the following rates:

- a) Contractor Mark-Up

- 15% applied to the total payment for labour, Rented Equipment, Operated Rented Equipment, and Material when the Work on a Time and Material Basis was completed by the Contractor.

- b) Subcontractor Mark-Up

- 15% applied to the total payment for labour, Rented Equipment, Operated Rented Equipment and Material when the Work on a Time and Material Basis was completed by the Subcontractor.

c) Contractor Mark-Up on Subcontractors Work on a Time and Material Basis:

10% mark-up allowed on Subcontractor's total labour, Equipment, and Material after Subcontractor Mark-Up is applied. If Work on a Time and Material Basis is assigned or sublet to an associate, as defined by the *Securities Act*, R.S.O. 1990, c. S.5, as amended, no Contractor Mark-Up is permitted.

**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) 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.

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 Identified
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	None Identified
Lead	None Identified
Silica	Assumed present throughout the working area including, but not limited to, asphalt, concrete and granular materials.
Benzene	None Identified
Vinyl Chloride, Coke Oven Emissions, Ethylene Oxide, Acrylonitrile and Isocyanates	None Identified
Mercury	None Identified

AMENDMENT TO OPSS 182, APRIL 2020

Special Provision No. 101F23

June 2020

Timing of In-Water Works, Oversight Requirements, and Measures to Avoid Harm to Fish

182.07.08.01 Timing of In-Water Works

Clause 182.07.08.01 of OPSS 182 is amended by the addition of the following:

In-water work where fish and/or fish habitat are present is permitted during times specified in Table A for each waterbody and station listed.

**Table A
Timing of In-Water Work**

Waterbody	Station	Timing Window for When In-Water Work Can Occur
Unnamed Creek	N/A	May 16 to September 14
Latour Creek	N/A	May 16 to September 14

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:

Shall not be placed within the contract limits.
- 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
New Year’s Day	Fri Jan 1, 2021	N/A	N/A
Family Day	Mon Feb 15, 2021	Fri Feb 12, 2021	N/A
Good Friday	Fri Apr 2, 2021	Thu Apr 1, 2021	N/A
Easter Monday	Mon Apr 5, 2022	N/A	N/A
Victoria Day	Mon May 24, 2021	Fri May 21, 2021	N/A
Canada Day	Thu Jul 1, 2021	Wed Jun 30, 2021	N/A
Civic Holiday	Mon Aug 2, 2021	Fri Jul 30, 2021	N/A
Labour Day	Mon Sep 6, 2021	Fri Sep 3, 2021	N/A
Thanksgiving Day	Mon Oct 11, 2021	Fri Oct 8, 2021	N/A
Christmas Day	Sat Dec 25, 2021	Fri Dec 24, 2021	N/A
Boxing Day	Sun Dec 26, 2021	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 567 - Unnamed Creek & Latour Creek Both Directions

Monday	Tues to Thurs	Friday	Saturday	Sunday
Sunrise and Sunset	Sunrise and Sunset	Sunrise and Sunset	Not Permitted	Not Permitted
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 567 - Unnamed Creek & Latour Creek Both Directions

Monday	Tues to Thurs	Friday	Saturday	Sunday
Sunrise and Sunset	Sunrise and Sunset	Sunrise and Sunset	Not Permitted	Not Permitted
Notes:				

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 567 - Unnamed Creek & Latour Creek Both Directions

Total Number of Lanes:2

Closure Type	Monday	Tues to Thurs	Friday	Saturday	Sunday
One Lane	Sunrise - Sunset	Sunrise – Sunset	Sunrise – Sunset	Not Permitted	Not Permitted
Notes:					

3.3 Ramp Closures

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

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.

N/A

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.

4.2 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 \$500.00.

Thereafter, a further payment reduction of \$50.00 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 \$500.00.

If lanes and/or ramps are not open within 15 minutes after the specified time, a further payment reduction of \$500.00 shall be assessed against the Contractor.

Thereafter, a further payment reduction of \$50.00 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.

Information to Bidders

Special Provision No. 199F14

October 2020

Aggregate Sources

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

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

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

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

Regional Geotechnical Section offices are located in:

Location/Office	Region	Telephone #
Kingston	East	(613) 545-4794 (613) 530-5561
North Bay	Northeast	(705) 497-5478 (705) 358-4610
Thunder Bay	Northwest	(807) 473-2037 (807) 633-6222

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

Location/Office	Region	Telephone #
Engineering Materials Office, Soils and Aggregates Section	Central or West	(416) 806-2141 (416)-420-0964

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

For Contracts that include concrete items, Structural Concrete Aggregate Source Lists and Concrete Base/Pavement Aggregate Source Lists, as applicable, are available from the MTO Technical Publications website at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx> under the Construction, Qualification, and Materials heading.

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

This contract does not include an Aggregate Sources List (ASL) for earth borrow, rock supply, granular base, and conventional hot mix aggregates. For information regarding commercial sources, Contractors may refer to the following sources of information:

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

CONSTRUCTION NOISE CONSTRAINTS

Special Provision No. 199F33

January 2020

Noise Sensitive Areas

This Special Provision covers the requirements for control of construction noise produced by the Contractor's operations.

Noise constraints in noise sensitive areas are as follows:

Noise Sensitive Area # 1

Noise Sensitive Area Limits	
Area 1: 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.

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 275 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	

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.

DEWATERING SYSTEM - Item No. 5, 14
TEMPORARY FLOW PASSAGE SYSTEM - Item No. 6, 15

Special Provision No. 517F01

July 2017

Amendment to OPSS 517, November 2016

Design Storm Return Period and Preconstruction Survey Distance

517.01 SCOPE

Section 517.01 of OPSS 517 is deleted in its entirety and replaced with the following:

This specification covers the requirements for the design, operation, and removal of a dewatering or temporary flow passage system or both to control water during construction, and the control of the water prior to discharge to the natural environment and sewer systems.

517.04 DESIGN AND SUBMISSION REQUIREMENTS

517.04.01 Design Requirements

Subsection 517.04.01 of OPSS 517 is amended by deleting the first paragraph in its entirety and replacing it with the following:

A dewatering or temporary flow passage system or both shall be designed to control water at the locations specified in the Contract Documents and at any other location where a system is necessary to complete the work. The design of the system shall be sufficient to permit the work at each location to be carried out as specified in the Contract Documents.

Subsection 517.04.01 of OPSS 517 is further amended by deleting the second last paragraph in its entirety and replacing it with the following:

Temporary flow passage systems shall be designed, as a minimum, for a 2 year design storm return period and groundwater discharge, except for the work specified in Table A. For the work specified in Table A, the

temporary flow passage system shall be designed, as a minimum, for the design storm return period specified in Table A and groundwater discharge. A longer return period shall be used when determined appropriate for the work.

Intensity-Duration Factor (IDF) curve location, site specific minimum return period, return period flow estimates, and other information is provided in Table A. The IDF information can be accessed through the MTO IDF Curve Look up Tool on the Drainage and Hydrology page of MTO’s website. The return period flow estimates do not include flow volumes from groundwater discharge. The Owner specifically excludes these flow estimates from the warranty in the Reliance on Contract Documents subsection of OPSS 100, MTO General Conditions of Contract.

Table A

IDF Curve Location (47X-0315/C0)	Latitude: 47.312500	Longitude: -79.529167				
IDF Curve Location (47X-0316/C0)	Latitude: 47.379167	Longitude: -79.579167				
Temporary Flow Passage Systems						
Site Name / Station Reference	Minimum Return Period (Years)	Return Period Flow Estimates (m ³ /s)				Design Engineer Requirements (Note 1)
		2 Year	5 Year	10 Year	25 Year	
Site 47X-0315/C0 Latour Creek Culvert Rehabilitation	2	10.2	N/A	27.2	34.3	N/A
Site 47X-0316/C0 Unnamed Creek Culvert Rehabilitation	2	3.7	N/A	7.5	9.7	N/A
Note:						
1. “Yes” means the design Engineer and design-checking Engineer shall have a minimum of 5 years of experience in designing systems of similar nature and scope to the required work. “No” means a minimum experience level is not required for the design Engineer and design-checking Engineer.						
2. “N/A” indicates a preconstruction survey is not required.						

CONCRETE IN CULVERTS - Item No. 7, 17

Special Provision

Amendment to OPSS 904, November 2019

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

As part of the work under the above tender items the Contractor shall include the installation of a cast-in place concrete liner including reinforcing steel, for the structural reinforcement, corrosion protection, and sealing of the following existing culvert:

- Latour Creek Culvert, Site No. 47X-0315/C0

And,

the installation of a cast-in place concrete liner and concrete cut-off wall, including reinforcing steel, for the structural reinforcement, corrosion protection, and sealing of the following existing culvert:

- Unnamed Creek Culvert, Site No. 47X-0316/C0

All as indicated on the Contract drawings.

904.04 DESIGN AND SUBMISSION REQUIREMENTS

Section 904.04 of OPSS 904 is amended by the addition of the following:

904.04.02 Pre-Construction Survey

Prior to the commencement of culvert rehabilitation, the existing culvert shall be in a clean condition with all sediment and debris completely removed. The Contractor shall survey the cross-sectional dimensions along the length of the existing culvert and make note of any unusual inward projections and/or damage, to verify that the proposed rehabilitation accounts for all structural cement mortaring as required. The existing culvert shall be dewatered in order to properly inspect the existing culvert in the dry.

The Contractor shall also review the external working area noting obstructions that may limit the rehabilitation methods, staging platform, and available material storage area.

It is the Contractor's responsibility to visit the sites prior to submitting bid price.

904.04.03 Installation Procedures and Shop Drawings

A minimum of seven (7) days prior to commencement of the work the contractor shall submit the proposed details of the method of installation, materials, and equipment, for the work to the Contract Administrator for information purposes.

The submission shall include as a minimum, the following;

- A work plan outlining the schedule, procedures, materials, equipment and work site details;

- Culvert cleanout method;

All submissions shall bear the seal and signature of a professional engineer who is licensed in the Province of Ontario.

904.07 CONSTRUCTION

904.07.05 Placing of Concrete

Section 904.07.05 Placing of Concrete of OPSS 904 is amended by the addition of the following:

The Contract Administrator shall be notified at least 48 hours in advance of the lining work commencing.

All required equipment shall be on-site and in satisfactory working order prior to commencing the construction of the invert liner.

The contractor shall have all environmental sedimentation control barriers in place with dewatering and flow by-pass measures functioning prior to commencing culvert lining.

The Contractor shall clean the host culvert with a high-pressure water-blast sufficient to remove all laitance and loose material, and flush debris from the pipe to the satisfaction of the Contract Administrator in accordance with the environmental protection procedures. Upon final inspection the pipe shall be free of sand, dirt and all other laitance that may impede the placement of the lining material. During the cleanout operation, any culvert defect that the Contractor becomes aware of shall immediately be reported to the Contract Administrator.

The Contractor shall maintain all dewatering and flow by-pass measures for a minimum 72-hour after placement of liner concrete.

SHEAR CONNECTORS - Item No. 8, 20

Special Provision

1.0 SCOPE

Work under this item comprises the provision, delivery, and installation of shear connectors on the top corrugations as shown on the Contract drawings.

2.0 REFERENCES

- OPSS 906 - Construction Specification for Structural Steel for Bridges
- CSA W59-03 - Welded Steel Construction

3.0 DEFINITIONS (Not Used)

4.0 DESIGN AND SUBMISSIONS (Not Used)

5.0 MATERIALS

All shear connectors shall conform to CSA Standard W59-03, Appendix H. Only studs of Type B shall be used.

6.0 EQUIPMENT (Not Used)

7.0 CONSTRUCTION

All work for the shear connectors shall comply with OPSS 906. All welding shall comply with CSA W59-03 and shall be carried out by welders certified to Division 1 or 2, CSA W47.1.

Prior to welding, the area to receive the shear connectors shall be free of scale, rust, moisture, or other injurious material, to the extent necessary to obtain satisfactory welds, and shall be suitably cleaned by abrasive blast cleaning, wire brushing, scaling, grinding, or other suitable methods to ensure compliance with the surface preparation requirements of CSA W59-03.

All studs shall be free from rust, rust pits, oil, or other deleterious matter that would affect the welding operation, and the stud base shall not be altered by painting, galvanizing, or cadmium-plating.

The Contractor's work shall not cause any damage to the existing steel. Any damage to existing steel shall be made good to the satisfaction of the Contract Administrator at the Contractor's expense.

8.0 QUALITY ASSURANCE

The Contractor shall employ a Quality Verification Engineer (QVE) to test the installed studs as follows:

- a) Visually inspect all shear studs for full peripheral flash
- b) Sounding test with a hammer for at least 50% of the studs
- c) Bending test for 1% of the installed studs in accordance with CSA W59-03

A copy of the test reports, stamped and signed by the QVE, shall be submitted to the Contract Administrator for information and record within two (2) working days after the test, and prior to the construction of concrete deck slab on top of the girders. The test report shall identify any deficient materials and /or workmanship reveal by the tests, together with propose corrective actions for remedy of the defective work and for prevention of re-occurrence of the defective work.

Work shall not proceed until the proposed corrective actions are accepted, request to proceed is issued by contractor and notice to proceed is issued by the Contract Administrator.

9.0 MEASUREMENT FOR PAYMENT

Measurement of shear connectors shall be by each.

10.0 BASIS OF PAYMENT

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

WATERBODY AGGREGATE, WB-750 - Item No. 13

Special Provision

Amendment to OPSS 825, November 2019

825.07 CONSTRUCTION

825.07.01 Waterbody Bed Excavation

Section 825.07.01 of OPSS 825 is deleted in its entirety and replaced with the following:

Waterbody beds shall be excavated to allow for the placement of the Waterbody Aggregate and Granular bedding as indicated in the Contract Documents. The placement locations shall be graded to a uniform and even surface prior to material placement.

DOWELS INTO CONCRETE - Item No. 19

Special Provision No. 999F29M

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;
- f) Slip-formed barrier walls; and

g) Cast-In-Place Concrete Lining.

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	N/A
15M	40	N/A
20M	60	N/A
25M	100	N/A
30M	140	N/A
35M	190	N/A

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>
Ground Mounted Signs	4 each	Patrol Yard 110 Golf Club Rd. North Bay, Gilles Robert 705-495-7120

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
ROADS AND STRUCTURES CONSTRUCTION, ONTARIO
PROVINCIAL ZONE

ROAD BUILDING SECTION

CLASSIFICATION OF LABOUR	Fair Wage Rate Per Hour not less than:
	Effective Date: April 1, 1995
LICENSED OPERATORS	\$13.83
LICENSED MECHANICS AND WELDERS, CLASS "A"	12.99
EQUIPMENT AND MAINTENANCE OPERATORS, GROUP "A"	12.85
EQUIPMENT AND MAINTENANCE OPERATORS, GROUP "B"	12.20
SKILLED LABOURERS	11.69
TRUCK DRIVERS - Tow Tractor Operators - Rollermen (Grade)	11.48
LABOURERS	11.19
FLAGPERSON	9.40
WATCHPERSON	9.40
STUDENTS (registered in day school)	9.04

STRUCTURE SECTION

CARPENTERS, FORM BUILDERS	13.83
RODMEN, CONCRETE FINISHERS, PAINTERS	12.69
STRUCTURE LABOUR OPERATIONS	11.34
STRUCTURAL TRAINEES	11.48

CLASSIFICATION DEFINITIONS:

Licensed Operators: Includes Shovel, Clam, Gradall, Backhoe, Dragline, Piledriver Operator.

Equipment and Maintenance Operators, Group A: Includes Mechanic and Welder, Class B, Rollerman - Asphalt, Burnerman, Powerman, Boiler Engineer (with papers). Float Driver (over 25 tons), Concrete Paver (over 1 cu. yd.), Bulldozer (75 Drawbar HP and over), Grader, Class A (Finished Grading), Front End Loader (1-1/2 yds. and over), Scraper, Crusher, Asphalt Spreader Operator.

Equipment and Maintenance Operators, Group B: Includes Boiler Fireman, Mixerman, Float Driver (25 tons and under), Front End Loader (under 1-1/2 yds.) Grader, Class B (Gravel and other Grading), Farm and Industrial Tractor with Power Attachments, Driller (Air Track), Bulldozer (under 75 Drawbar HP) Operator.

Skilled Labourers: Includes Air Tool Operator, Asphalt Raker, Form Setter, Pipe Layer, Screedman.

Structure Labour Operations: Includes Labourers on Structures.

Structural Trainee: Means an Employee who is enrolled in the Ontario Road Builders Association Pilot Training Programme.

**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 **03 Aug 2021** and the Contractor shall diligently carry out the Work on this Contract to completion on or before the expiration of **30** 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 **22 Nov 2021 to 27 May 2022** 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 **22 Nov 2021**. 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 **\$2,250.00** 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