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### Section 1 – Tender Process Terms and Conditions

**Tender Call No. 197-2017 Contract No. 17EY-123TR**

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### Section 1 – Tender Process Terms and Conditions

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1. Definitions

Throughout this Tender Call, unless inconsistent with the subject matter or context,

“Addenda” or “Addendum” means a document containing additional information and/or changes to the Tender Call issued by the City prior to the Closing Date;

"Affiliate" means an affiliated body corporate as defined in the Business Corporations Act, R.S.O. 1990, c. B.16 as amended;

"Affiliated Person" means everyone related to the Bidder including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, if:

A. Directly or indirectly either one controls or has the power to control the other, or
B. A third party has the power to control both.

“Bid” means an offer submitted by a Bidder in response to a Tender Call, which includes all of the documentation necessary to satisfy the submission requirements of the Tender Call and “Bids” shall have a corresponding meaning;

“Bidder” means a legal entity, being a person, partnership or firm that submits a Bid in response to a formal Tender Call and “Bidders” shall have a corresponding meaning;

“Buyer” means the main contact person at the City for all matters related to the Tender Call process, as set out on the Tender Call Cover Page;

“Chief Purchasing Official” means the person holding the position of Director of Purchasing and Materials Management whose responsibility it is to supervise and carry out the procurement function on behalf of the City and includes her/his designate;

“City” means the City of Toronto;

"City's Policies and Legislation" means Chapter 195, Purchasing, of the Toronto Municipal Code and the related procurement policies and procedures set out on the City of Toronto website at: http://www.toronto.ca/purchasing/policies ;

“Closing Date” means the specified deadline for Bids to be submitted to the City as indicated on the Tender Call Cover Page and any subsequent Addenda;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

a) in relation to the Tender Call process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having access to information in the preparation of its Bid that is confidential to the City and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the Tender Call process including the giving of a benefit of any kind, by or on behalf
of the Bidders to anyone employed by, or otherwise connected with, the City; or
(iii) engaging in conduct that compromises or could be seen to compromise the
integrity of the open and competitive Tender Call process and render that process
non-competitive and unfair; or

b) in relation to the performance of its contractual obligations in the City contract, the
Contractor's other commitments, relationships or financial interests (i) could or
could be seen to exercise an improper influence over the objective, unbiased and
impartial exercise of its independent judgement; or (ii) could or could be seen to
compromise, impair or be incompatible with the effective performance of its
contractual obligations;

“Contract” means the Contract Execution Package duly executed by the Successful Bidder
and the City with respect to the Work contemplated by this Tender Call, and shall be
deemed to include all terms and conditions set out in this Tender Call;

“Contract Administrator” means the main contact person at the City for all matters relating
to the project. The reference to “Project Manager” means the same;

“Contractor” means the Successful Bidder of the Tender Call with whom the City enters
into a Contract with to perform the Work;

“Council” means City Council;

"Diverse Supplier" means any business or enterprise that is certified by a Supplier
Certification Organization to be:

- More than 51% (majority) owned, managed and controlled by persons belonging
to an equity-seeking community, or
- A social purpose enterprise whose primary purpose is to create social,
environmental or cultural value and impact, and where more than 50% of the
persons who are full-time equivalent employees or are participating in, or have
completed, transitional employment training, experience economic disadvantage.

“Equity-seeking Community" means a group that experiences discrimination or barriers
to equal opportunity, including women, Aboriginal People, persons with disabilities,
newcomers/new immigrants, LGBTQ+ people, visible minorities/racialized people, and
other groups the City identifies as historically underrepresented.

“MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act
R.S.O. 1990, Chapter M.56, as amended, or any successor or replacement legislation;

“Subcontractor” means a person, partnership or corporation undertaking the execution of
a part of the Work by virtue of an agreement with the Contractor;

“Successful Bidder” means the Bidder that has been selected to perform the Work;

"Supplier Certification Organization" means a non-profit organization recognized by the
City of Toronto that certifies businesses and enterprises as Diverse Suppliers by
Section 1 – Tender Process Terms and Conditions
Tender Call No. 197-2017 Contract No. 17EY-123TR

assessing them using established, consistent criteria. Recognized Supplier Certification Organizations include:

- Canadian Aboriginal and Minority Supplier Council
- Canadian Gay and Lesbian Chamber of Commerce
- Social Purchasing Project
- Women Business Enterprise Canada
- Canadian Council for Aboriginal Business

"Supplier Code of Conduct" means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code;

“Tender Call” means this Tender Call package in its entirety, inclusive of all appendices and Addenda/Addendum that may be issued by the City;

“Work” means all services and deliverables to be provided by a Contractor as described in this Tender Call.

"Workforce Development" means a relatively wide range of activities, policies and programs to create, sustain and retain a viable workforce that can support current and future business and industry. It is an approach that integrates career exploration, industry–driven education and training, employment, and career advancement strategies, facilitated by the collaboration between employers, training and education institutions, government, and communities.

2. Bidder’s Responsibility

It shall be the responsibility of each Bidder:

a) to acquire, from online or other sources as specified, any document (including any applicable copyright seal) that is referenced or mentioned in this Tender Call which is not physically attached herein;

b) to examine all the components of this Tender Call, including all reference documents, appendices, forms and addenda;

c) to become familiar and comply with all of the terms and conditions contained in this Tender Call and the City’s Policies and Legislation set out on the City of Toronto website at: http://www.toronto.ca/purchasing/policies

The failure of any Bidder to acquire, receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Bid or any purchase order issued based on its Bid.

3. Tender Submission Package

To submit a valid Bid, Bidders must complete, in ink, all the applicable forms in Section 3, and complete, sign and seal the Tender Call Cover Page.

As a means of facilitating the announcement of the Bid amounts, the Bidder is to complete the Tender Call Cover Page, including filling in the “Amount of Bid” in the space provided.
This insertion is to facilitate the conduct of the Public Opening meeting only. For lump sum tenders, in the event of any discrepancy between the information so inserted on the front cover and the amount set out in the Pricing Form in Section 3, the Pricing Form total shall govern. For unit price tenders, where any discrepancy exists between the total price and the unit price, the unit price shall prevail and the total price shall be adjusted accordingly.

4. Bid Bond

Every Bid shall be accompanied by a Bid Bond to secure the execution of the form of Contract by the Bidder. The Bid Bond shall be in the form provided and the amount specified in the Tender Submission Package. The Bid Bond shall be signed and sealed by the Bidder and by a guarantee surety company, authorized by law to carry on business in the Province of Ontario, and having a place of business in Ontario, and shall otherwise be acceptable to the City of Toronto Treasurer.

Failure of a Bidder to submit a fully completed Bid Bond in the form enclosed in Section 3 - Tender Submission Package, shall result in the Bid being rejected as non-compliant. Submitting a photocopy of the Bid Bond is not acceptable.

5. Site Meetings

Mandatory Site Meetings

If a mandatory site meeting has been indicated in the Tender Call, then interested Bidders MUST attend the site meeting to familiarize themselves with the project and ascertain the full extent of the Work required. Bidders must sign in with the City’s Representative at the Mandatory Site Meeting during the designated date and time for their Bid to be considered. Bids submitted by Bidders that do not attend the mandatory site meeting SHALL be declared non-compliant.

Optional Site meetings

If a mandatory site meeting is not required, interested Bidders may be invited to attend an optional site meeting as indicated on the Tender Call Cover Page to familiarize themselves with the project and ascertain the full extent of the work required. Any information available at the optional site meeting will be issued by an Addendum to the list of Bidders who purchased the Tender from the City.

6. Fair Wage Policy

The Bidder agrees to abide by the Fair Wage Policy as found in Section 7 – City Policies and pay its workers the appropriate wage as set out in the applicable Fair Wage Schedule(s). The Fair Wage Schedule(s) applicable to this Tender Call is/are set out in Section 2 – Information for Bidders.

As per the Fair Wage Policy, in the case of a jurisdictional dispute or disputes as to rate of wages to be paid under the Contract or to the amount to be paid to any worker, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.

Failure to comply with the Fair Wage Policy, or being in violation of the Fair Wage Policy without paying restitution as set out in the Fair Wage Policy (Chapter 67 – Fair Wage –
**Section 1 – Tender Process Terms and Conditions**

Tender Call No. 197-2017 Contract No. 17EY-123TR

*Schedule A Fair Wage Policy § 67-A8D) may result in the Bid being declared non-compliant.*

7. **The City of Toronto Social Procurement Program**

The goal of the City of Toronto Social Procurement Program which is to drive inclusive economic growth in Toronto by improving access to the City's supply chain for certified diverse suppliers and leverage employment, apprenticeship and training opportunities for people experiencing economic disadvantage, including those from equity-seeking communities. The City of Toronto expects its Bidders to embrace and support the City of Toronto Social Procurement Program and its respective goals. Social procurement creates social value for the City in addition to the delivery of efficient goods, services, and works. The City of Toronto Social Procurement Program consists of two components: Supplier Diversity and Workforce Development.

For more information on the City of Toronto Social Procurement Program, visit: [http://www.toronto.ca/purchasing/socialprocurement](http://www.toronto.ca/purchasing/socialprocurement)

a. **Supplier Diversity Requirements**

The goal of supplier diversity is to increase the diversity of the City's supply chain by providing diverse suppliers with equitable access to competitive procurement processes.

As part of the Social Procurement Program, the City encourages Bidders to develop or implement and active supplier diversity policy. This policy may demonstrate its commitment to diversity by (but not limited to):

- Describing the Bidder's commitment to providing equitable access to subcontracting opportunities for diverse suppliers;
- Describing the Bidder's commitment to a proactive employment diversity program, including providing the company approved employee diversity policy;
- Obtaining diverse supplier certification from a City-endorsed Supplier Certification Organization.

For reporting purposes, the City may ask Bidders to indicate whether they are developing or are implementing a company-approved supplier diversity policy.

b. **Workforce Development**

The goal of Workforce Development (WD) is to increase the number of employment, apprenticeship and training opportunities leveraged for people experiencing economic disadvantage, including those from equity-seeking communities.

As part of the Social Procurement Program, the City may require Bidders to implement a Workforce Development Plan (WD Plan). If required, Section 2-5 –
Social Procurement Program – Workforce Development Requirement will detail the specifics of one or more Workforce Development Strategies (WD Strategy) to be implemented. The WD Plan will comprise one (1) or more of the following WD Strategies, with the details specific to each individual tender:

i. Customized Recruitment

Customized recruitment initiatives involve working with City-endorsed workforce development programs to source qualified employment candidates for available jobs in conjunction with existing hiring methods.

ii. Training and Work-based Learning Skills Development

Training includes programming that allows candidates to formally gain the skills required to compete for emerging job opportunities. This may include but is not limited to supporting the attainment of professional certifications or licensing for specific candidate groups (e.g., Newcomer professionals, youth, etc.).

Work-based learning includes but is not limited to activities that emphasize learning in a real work environment and through practice on the job. Activities range from shorter and less formal workplace exposure (e.g., workplace tours and job shadowing) to longer term and more intensive opportunities (e.g., paid internships with specific skill development objectives).

iii. Opportunities for Registered Apprenticeships during Construction

Identify opportunities to hire, directly and/or through subcontractors, registered apprentices through City-endorsed apprenticeship training programs that provide candidates with access to the skilled trades.

iv. Use of Social Enterprise in the Supply Chain

Identify opportunities to subcontract components of work or services to social enterprises. Social Enterprises are enterprises that employ business methods and practices to create employment or training opportunities for low income or marginalized individuals.

v. Other Employment-Related Activities

Any other appropriate activities that will provide employment-related opportunities to workforce development candidates will also be considered. Other Employment-related activities that qualify under this category may include but are not limited to the following:

- Participating in sector/industry career information sharing, learning and networking events
- Providing mentoring through established mentorship programs
- Supporting pre-employment workshops such as resume and interview skills development
8. Questions

All questions concerning this Tender Call should be directed in writing to the Buyer as designated on the Tender Call Cover Page.

No other City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this Tender Call, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder’s own risk.

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the Tender Call process may be grounds for rejection of its Bid.

Commencing from the issue date of this Tender Call until the time of any ensuing Award and execution of the final form of contract, no communication shall be made by any person, including potential Bidders, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Bid or oppose any competing Bid, nor shall any potential Bidder, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss this Tender or its Bid with any City staff, City officials or Council member(s), other than a communication with the Buyer as identified on the Tender Call Cover Page.

Communications in relation to this Tender Call outside of those permitted by the applicable procurement policies and this Tender Call document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of $25,000.00 on a first conviction and $100,000.00 on each subsequent conviction. In addition, the City's Supplier Code of Conduct provides that any Bidder found in breach of the policy may be subject to disqualification from the call or suspended from future call or calls at the discretion of the Chief Purchasing Official or Council.

Notwithstanding anything to the contrary set out in this document, the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140 shall apply. The links to the City's Supplier Code of Conduct (Article 13 of the Purchasing By-law) Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement are as follows:


9. Addenda

If the City, for any reason, determines that it is necessary to provide additional information relating to this Tender Call, such information will be communicated to all Bidders by Addenda. Each Addendum shall form an integral part of this Tender Call. Such Addenda may contain important information, including significant changes to this Tender Call. Bidders are responsible for obtaining all addenda issued by the City.
All Bidders must acknowledge receipt of all Addenda in the space provided on the Tender Submission Form.

The City’s Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Closing Date.

If any Addendum is issued after the deadline for issuing Addenda, the City may at its discretion extend the Closing Date for a reasonable amount of time.

10. Omissions, Discrepancies and Interpretations
A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the Tender Call documentation or who is in doubt as to the meaning or has a dispute respecting any part of the Tender Call should notify the Buyer in writing not later than three (3) working days before the Closing Date. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the Tender Call documents.

11. Bidders Shall Bear Their Own Costs
Bidders shall bear all costs associated with or incurred by the Bidder in the preparation and presentation of its Bid including, if applicable, costs incurred for samples, interviews or demonstrations.

12. Limitation of Liability
The City 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 City of any Bid, or by reason of any delay in the acceptance of a Bid, except as provided in the Tender documents.

13. Post-Submission Adjustments
No unilateral adjustments by Bidders to submitted Bids will be permitted.

14. Withdrawal of Bids
A) Prior to the Closing Date
A Bid may be withdrawn at any time prior to the Closing Date by delivering a written notice, signed by a person who has authority to bind the Bidder, to the City of Toronto Purchasing and Materials Management Division at the address specified on the Tender Call Cover Page. The notice shall identify the Bidder and, if more than one Bid has been submitted by that Bidder, the particular Bid(s) to be withdrawn. Any Bids that are properly withdrawn will not be opened or evaluated for the purpose of the Tender Call, but shall be retained for the City's record retention purposes.
15. Irrevocability

After the Closing Date, each submitted Bid shall be irrevocable and binding on Bidders for a minimum period of 90 days.

16. Acceptance of Bids

A. The City shall not be obliged to accept any Bid in response to this Tender Call.

B. The City may modify and/or cancel this Tender Call prior to accepting any Bid.

C. Bids may be accepted or rejected in total or in part.

D. The lowest quoted price may not necessarily be accepted by the City.

E. In determining which Bid provides the best value to the City, consideration may be given to the past performance of any Bidder. Bidders and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.

F. The City reserves the right to verify the validity of information submitted in the Bid and may reject any Bid where, in the City’s sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.

G. If the City makes a request to a Bidder for clarification of its Bid, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Bid.

H. The City reserves the right to assess the ability of the Bidder to perform the Contract and may reject any Bid where, in the City’s sole estimation, the personnel and/or resources of the Bidder are insufficient.

I. The City may reject a bid as non-compliant if it determines, in its sole discretion, that the Bid is materially unbalanced.

A bid is materially unbalanced when:

(1) it is based on prices which are significantly less than the cost for some items of work and prices which are significantly overstated in relation to the cost for other items of work; and

(2) the City had determined that the Bid may not result in the lowest overall cost to the City even though it may be the lowest submitted Bid; or

(3) it is so unbalanced as to be tantamount to allowing an advance payment on the contract.

17. Non-compliant Bids

The City reserves the right to waive minor irregularities in any Bid.
The chart below lists irregularities and the respective action that will be taken by the Chief Purchasing Official, in determining whether a Bid is non-compliant. The Chief Purchasing Official is not limited to the following list for reasons to declare a Bid non-compliant. Bidders are reminded to read the entire Tender Call document, as failure to comply with other requirements may or shall result in a Bid being declared non-compliant.

<table>
<thead>
<tr>
<th>NO.</th>
<th>IRREGULARITY</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Late Response</td>
<td>Automatic Rejection, not received, or if received, not read publicly, returned unopened to the bidder or proponent</td>
</tr>
<tr>
<td>2</td>
<td>Unsealed Envelope(s) or package(s)</td>
<td>Automatic Rejection, not received, or if received, not read publicly, returned to the bidder or proponent</td>
</tr>
<tr>
<td>3</td>
<td><strong>BID SECURITY – EXECUTION</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No bid security; Cheque not certified; or,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Not an original bid security (e.g. a photocopy or a facsimile of a bid bond)</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Insufficient bid security</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Does not name &quot;City of Toronto&quot;</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Bid bond missing bidder's seal</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Bid bond missing SURETY seal</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Bid bond missing authorized signature of bonding company</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Bid bond missing authorized signature of bidder</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td>4</td>
<td><strong>RESPONSE DOCUMENT – EXECUTION</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original response not completed in non-erasable medium and signed in ink</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Response not in English</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Response document missing signature of bidder</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Response document(s) in which all addenda issued have not been acknowledged</td>
<td>Automatic Rejection, unless in the opinion of the Purchasing Manager, the addenda do not significantly impact the response in which case the bidder will be given 2 business days after official notification to formally acknowledge the addenda, with no change permitted to the original bid</td>
</tr>
<tr>
<td>5</td>
<td><strong>INCOMPLETE RESPONSE</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>An incomplete response (partial bids, all required items not bid)</td>
<td>Automatic Rejection, unless in the opinion of the Purchasing Manager the matter is trivial or insignificant and does not impact the ability to conduct a fair, competitive evaluation</td>
</tr>
</tbody>
</table>
### QUALIFIED RESPONSE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Response qualified or restricted by a written statement, either</td>
<td>Automatic Rejection, unless in the opinion of the Purchasing</td>
</tr>
<tr>
<td></td>
<td>within the form of response document or included as an attachment</td>
<td>Manager, the qualification or restriction is trivial or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>insignificant</td>
</tr>
</tbody>
</table>

### PRICE FORM

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Price form received on documents other than those provided by</td>
<td>Automatic Rejection, unless in the opinion of the Purchasing</td>
</tr>
<tr>
<td></td>
<td>the City</td>
<td>Manager, the irregularity is trivial or insignificant</td>
</tr>
<tr>
<td>8</td>
<td>Price form which contains additions, erasures or alterations</td>
<td>Automatic Rejection, unless in the opinion of the Purchasing</td>
</tr>
<tr>
<td></td>
<td>of any kind</td>
<td>Manager, the irregularity is trivial or insignificant</td>
</tr>
<tr>
<td></td>
<td>Price form containing clerical error(s) (Un-initialed</td>
<td>Two (2) business days to correct after official notification</td>
</tr>
<tr>
<td></td>
<td>erasures, overwriting, or strike-outs,)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Un-initialed changes to unit prices in the response document</td>
<td>Two (2) business days to correct after official notification</td>
</tr>
<tr>
<td></td>
<td>and the contract totals are consistent with the prices as</td>
<td></td>
</tr>
<tr>
<td></td>
<td>amended</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Unit price missing (pricing form)</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Lump sum missing (pricing form)</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>Extension error based on quantity provided in bid document</td>
<td>Corrected by the Purchasing Manager</td>
</tr>
<tr>
<td></td>
<td>and unit rate provided by bidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Un-initialed changes to unit prices in the price form and the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>base bid is not consistent with the price as amended</td>
<td>Automatic Rejection</td>
</tr>
</tbody>
</table>

### BID EXECUTION FORM

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>The Tender Call Cover page is not submitted or does not contain</td>
<td>Automatic Rejection</td>
</tr>
<tr>
<td></td>
<td>an authorized signature</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Contents of City Policy Submission Form are incomplete (</td>
<td>Two (2) business days to correct after official notification</td>
</tr>
<tr>
<td></td>
<td>partially submitted or submitted but not completed in full)</td>
<td></td>
</tr>
</tbody>
</table>

### OTHER IRREGULARITIES

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Other Irregularities</td>
<td>The Purchasing Manager shall have the authority to waive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>irregularities deemed to be minor</td>
</tr>
</tbody>
</table>
18. **Execute Contract**

The Successful Bidder will be required to execute the Contract by taking the following steps within ten (10) working days, not including Saturday, Sunday or a legal holiday, after being notified by the City that the Contract is ready for signature:

- execute four (4) (or such number as requested by the City) original copies of the Form of Agreement;
- obtain and furnish four (4) (or such number as requested by the City) original copies of a Performance Bond and a Payment Bond all signed and sealed by itself and its surety;
- arrange for two (2) original copies of the City's form of insurance certificate to be completed and signed (including stamp of insurance broker) as required;
- complete and sign the City's WSIB & Tax Statutory Declaration Form;
- complete the Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy Form; and
- complete and sign the Supplementary Statutory Declaration if required.

Should the Successful Bidder fail or refuse to execute the Contract by taking the steps outlined in this section within ten (10) working days after being requested by the City, it will be considered that the Successful Bidder has abandoned all rights and interests in the award and the City will call on the Bid Bond.

19. **Offers to Agencies and Corporations (Piggyback Option) - NOT APPLICABLE**

After award, the Successful Bidder acknowledges that the City may inform its Agencies and Corporations of the Successful Bidder's Contract with the City. If the Successful Bidder wishes to provide the same Deliverables to the City's Agencies and Corporations, it shall use commercially reasonable efforts to negotiate for the purpose of entering into separate and distinct contracts with the City's Agencies and Corporations based on the same or comparable terms (including price and duration) as are set out in the City's Contract with the Successful Bidder. The Successful Bidder further acknowledges that the City shall not be liable for any separate contracts negotiated with the City's Agencies and Corporations by the Successful Bidder.

20. **Failure or Default of Bidder**

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the Tender Call, the City may:

- disqualified the Bidder from the Tender Call and/or from competing for future Tender Calls issued by the City for a period of one (1) year; and
- require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder’s failure or default.

The Bidder shall be ineligible to submit a new Bid for any Call that the City is required to reissue as a result of the Bidder’s failure or default or where the City deems that the Bidder has abandoned the Agreement.
21. Currency
Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

22. Tied Bids
In the event that the City receives two (2) or more Bids identical in price, the City reserves the right to select one of the tied Bids as set out in the Tied Bid procedure under the Purchasing Procurement Processes Policy. The Tied Bid procedure allows for first to consider whether any of the bidders are a Diverse Supplier as defined in the Social Procurement Policy to break the tie. If no bidder is a Diverse Supplier then the tie will be broken by way of coin toss or lottery.

23. Mathematical Errors
In the event of mathematical errors found in the pricing pages of the Bid, the unit prices quoted shall prevail. Extensions and totals may be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

24. Ownership and Confidentiality of City-Provided Data
All correspondence, documentation and information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this Tender Call, the Work or the acceptance of any Bid:

a) is and shall remain the property of the City;

b) must be treated by Bidders and prospective Bidders as confidential;

c) must not be used for any purpose other than for replying to this Tender Call, and for fulfillment of any related subsequent agreement.

25. Ownership and Disclosure of Bid Documentation
The documentation comprising any Bid submitted in response to this Tender Call, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this Tender Call, once received by the City:

a) shall become the property of the City;

b) shall become subject to MFIPPA, and may be released, pursuant to that Act.

Because of MFIPPA, prospective Bidders are advised to identify in their Bid material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder’s name and total bid price shall be made public. Bids will be made available to members of Council on a confidential basis and may be released to members of the public pursuant to MFIPPA.
26. **Intellectual Property Rights**

Each Bidder warrants that the information contained in its Bid does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Bid.

27. **Notification to Other Bidders**

Once the Successful Bidder is notified of their selection for an award, the other Bidders will be notified by the City in writing of the outcome of the Tender process.

28. **Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to the City Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the Tender process.

29. **Bid Protest Procedure**

A) **Pre-award bid disputes.**

Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this Tender process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.

B) **Post-award bid disputes.**

Any dispute to the outcome of this Tender process must be received in writing by the City Contact no later than ten (10) days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over $100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the Treasurer or their designate(s) for an impartial review, based on the following information:

A. A specific description of each act or omission alleged to have materially breached the procurement process;

B. A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;

C. A precise statement of the relevant facts;
D. An identification of the issues to be resolved;
E. The Bidder’s arguments, including any relevant supporting documentation; and
F. The Bidder’s requested remedial action.

The Treasurer or their designate(s), in consultation with the City Solicitor, may:
A. Dismiss the dispute;
B. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

For more information, see the Pre-Award and Post-Award Bid Dispute Process under Article 10 of Chapter 195, Purchasing, of the Toronto Municipal Code.

30. Supplier Code of Conduct

A. Honesty and Good Faith

Bidders must respond to the City’s Tender Call in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the Tender Call. Bidders shall submit a Bid only if they know they can satisfactorily perform all obligations of the contract in good faith. Bidders shall alert the Buyer to any factual errors, omissions and ambiguities that they discover in the Tender Call as early as possible in the process to avoid the Tender Call being cancelled.

B. Confidentiality and Disclosure

Bidders must maintain confidentiality of any confidential City information disclosed to the Bidder as part of the Tender Call.

C. Conflicts of Interest and Unfair Advantage

Bidders must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Bidder foresees an actual or potential conflict of interest in the performance of the contract.

D. Collusion or Unethical Bidding Practices

No Bidder may discuss or communicate, directly or indirectly, with any other Bidder or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same work. Bidders shall disclose to the Buyer any affiliations or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

E. Illegality

A Bidder shall disclose to the Buyer any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.
F. Interference Prohibited
No Bidder may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their procurement duties. No Bidder may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Bidder to bid for a City contract or to perform any contract awarded by the City.

G. Gifts of Favours Prohibited
No Bidder shall offer gifts, favours or inducements of any kind to City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the Tender Call or management of a contract.

H. Misrepresentations Prohibited
Bidders are prohibited from misrepresenting their relevant experience and qualifications in relation to the Tender Call and acknowledge that the City's process of evaluation may include information provided by the Bidder's references as well as records of past performance on previous contracts with the City or other public bodies.

I. Prohibited Communications
No Bidder, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the Tender Call to the award and execution of final form of contract, unless such communication is with the Buyer and is in compliance with Chapter 140, Lobbying of the Municipal Code.

J. Failure to Honour Bid
Bidders shall honour their Bid, except where they are permitted to withdraw their bid in accordance with the process described in the Tender Call. Bidders shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by the City.

K. Bidder Performance
Bidders shall fully perform their contracts with the City and follow any reasonable direction from the City to cure any default. Bidders shall maintain a satisfactory performance rating on their Contracts with the City and other public bodies to be qualified to be awarded similar contracts.

L. Disqualification for Non-Compliance with Supplier Code of Conduct
Bidders shall be required to certify compliance with the Supplier Code of Conduct in the Submission Form (Section 3), with their Bid and verify compliance, upon request from the Buyer, prior to award. Any contravention of the Supplier Code of Conduct by a Bidder, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for the Chief Purchasing Official to disqualify a Bidder from the Tender Call and suspend the Bidder from future procurements.
31. Governing Law and Interpretation

The Terms and Conditions of the Tender Call are to be governed by and construed in accordance with the laws of the province of Ontario, including the City's Policies and Legislation.
1. General Information

Section 1 – Tender Process Terms and Conditions sets out the terms and conditions that will be used during the process of the Tender Call. Each Bidder should review the terms and conditions to understand the rules related to the Tender Call process.

Section 2 – Information for Bidders contains general information and instructions for Bidders in relation to filling out this Tender Call.

Section 3 – Tender Submission Package contains the forms that must be filled out and returned to form a complete Bid. Please see below for instructions.

Section 4 – Scope of Work contains the scope of work for the Tender Call, the specifications that must be abided by for the Tender Call and any related drawings to understanding the work required. Bidders should review this section in detail to fully understand what the Bidder is bidding on.

Section 5 – General Conditions of Contract contain the City of Toronto's general conditions of Contract that set out the responsibilities of the Contractor and the City. This forms part of the Contract that will be awarded to the lowest compliant Bidder. The Bidder should review these terms to understand the Contract being entered into with the City.

Section 5A – Specific Conditions of Contract, if included, contains additional terms for the Contract that supersedes or adds to the General Conditions of Contract. The Bidder should review these terms to understand the Contract being entered into with the City.

Section 6 – Contract Execution Package contains examples of the Contract, Performance/Payment Bonds, Insurance Certificate and various Statutory Declarations that will be completed by the winning Bidder after the award and notification by the City is made. These forms do not have to be submitted for the Bid to be valid. Please see Section 1, article 18 for additional information on the execution of the Contract.

Section 7 – City Policies contains specific policies related to the Tender Call. It is the responsibility of the Bidder to review all of the City Policies located in Section 7 and as found on the City’s website at: http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=6281a73f0243b510VgnVCM10000071d60f89RCRD

This Section document contains a copy of the Contractor Performance Evaluation Form. The Form helps to summarize and quantify performance. It provides guidance to City staff on creating and maintaining an evaluative record of a Contractor's performance on City projects for the purpose of Contract management and future purchasing decisions. Further information concerning the City's Contractor Performance Procedure can be found on the City's website at: CPE Procedure

Section 8 – City Led / City Endorsed Workforce Development Programs, if included, contains examples of City Workforce development programs for the Bidders reference.
2. Mandatory Site Meeting

Not Required

Optional Site Meeting

Not Required

3. Deadline for Questions

All questions concerning this Tender Call should be directed in writing to the Buyer indicated on the Tender Call Cover Page. The last day for questions with respect to this Tender Call is three (3) working days before closing time and date.

4. Fair Wage Schedule Information

The Fair Wage Schedule that is applicable to this Tender Call is the:

“ROAD BUILDING WORK”

Please review a copy of the Fair Wage Schedule applicable to this Tender Call. The Fair Wage Schedules can be found at the following website:

http://www.toronto.ca/fairwage

In the event that other Fair Wage Schedules may overlap the work covered by this Contract or if you have any questions with respect to the Fair Wage Policy or the Fair Wage Schedules please contact the Fair Wage Office by:

- Tel: (416) 392-7300
- Fax: (416) 392-0801
- E-Mail: fairwage@toronto.ca
5. Social Procurement Program – Workforce Development Requirement

   NOT APPLICABLE

6. Certificate of Recognition (COR™) Requirement Information

Where the value of the Bid meets or exceeds the applicable amount in the year of tender as listed below, Bidders must possess and maintain a valid Certificate of Recognition (COR™) or an Equivalent OHS Certification for the duration of the Contract. The Successful Bidder shall provide a copy of a valid Certificate of Recognition (COR™) or Equivalent OHS Certification in the legal name of the entity submitting the tender within five (5) working days upon being contacted by the City prior to award.

<table>
<thead>
<tr>
<th>Year of Tender</th>
<th>Value of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$25,000,000.00</td>
</tr>
<tr>
<td>2018</td>
<td>$10,000,000.00</td>
</tr>
<tr>
<td>2019</td>
<td>$0</td>
</tr>
</tbody>
</table>

"Certificate of Recognition (COR™)" means the nationally recognized occupational health and safety certification granted to qualifying firms by the Infrastructure Health and Safety Association (IHSA) of Ontario or its successor.

"Equivalent OHS Certification" means an occupational health and safety certification issued to qualifying firms by an independent third-party organization and accepted by the City (in the City's sole discretion) as equivalent to the Certificate of Recognition (COR™).

7. City of Toronto - Invoice/Billing Requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. If billing information is missing from an invoice it will result in a payment delays.

It is the vendor’s responsibility to submit accurate invoices for goods /services delivered to the City of Toronto divisions. If an inaccurate invoice (i.e. but not limited to, pricing, quantity or services provided) is submitted, the vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

7.1 Standard Invoices:

1) Original hardcopy vendor invoices must be addressed and sent DIRECTLY to:

   City of Toronto
   Accounting Services Division
   Corporate Accounts Payable
   55 John Street
   14th Floor, Metro Hall
   Toronto, ON
   M5V 3C6; or
2). Electronic Invoices

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email to APinvoice@toronto.ca. Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

**Note:** Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Corporate Accounts Payable if you have submitted an electronic invoice. If you have any questions regarding this process, please contact AP Customer Service at 416-397-5235 and follow the prompts.

3) Invoice/s submitted to the City of Toronto must have complete ship to information including:

I. Name of City Division,
II. The City Division's contact name and phone number (the person ordering or picking up the goods and/or services),
III. Delivery location of goods and/or services (excluding pick-up order),
IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice).
V. Complete "Remit To" address is required on all submitted vendor invoices

A purchasing document number must be provided by City Staff at time of order for goods or services.

4) City purchases with the use of a credit card/PCard, are **NOT** to be sent to Corporate Accounts Payable. These invoices are considered paid.

5) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.

6) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

7.2 Construction Contracts & Consultant Assignments related to Capital Projects – With a Holdback only

Invoices related to an approved capital project with a holdback and managed by a Contract Administrator (CA) must be forwarded to the CA for review and approval. Billing requirement direction will be provided by the contract custodian or city divisional designate prior to the start of the contract.

1) All invoices **must be** addressed and sent **DIRECTLY** to:

   Contract Administrator
   City of Toronto
Address
Contact Info: Phone #, E-mail address

Note: Contact Information of respective CA will be provided in writing, prior to the start of the contract.

2) Invoice/s submitted to the City of Toronto Contract Administrator must have complete information including:

   I. Contract/Project Number
   II. Name of City Division and Contract Administrator
   III. Vendor Number
   IV. Vendor Name and address
   V. The City Division’s contact name and phone number (the person ordering or picking up the goods and/or services),
   VI. Description of work/ Project Name
   VII. Location of work
   VIII. Bill through Dates (Work Done): from and to
   IX. Invoice Date
   X. Sub-total Amount: Excluding all taxes
   XI. Total Invoice Amount; Including all taxes
   XII. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)

7.3 Billing Requirements

1) Original vendor invoices must be addressed and sent DIRECTLY to:

   City of Toronto
   Accounting Services Division
   Corporate Accounts Payable
   55 John Street
   14th Floor, Metro Hall
   Toronto, ON
   M5V 3C6

2) Invoice/s submitted to the City of Toronto must have complete ship to information including:

   XIII. Name of City Division,
   XIV. The City Division’s contact name and phone number (the person ordering or picking up the goods and/or services),
   XV. Delivery location of goods and/or services (excluding pick-up order),
   XVI. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), or Schedule "A" must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)
Invoices that do not contain the required billing information may be returned without payment to the vendor for correction.

3) City purchases with the use of a credit card/PCard, are **NOT** to be sent to Corporate Accounts Payable. These invoices are considered paid.

4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.

5) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

**7.4 Contract Release Order for Contract Purchases**

A request for delivery in the form of a Contract Release Order (CRO) will be issued for each purchase against a contract.

All invoices submitted for payment of contract goods/services must contain:

I. **Blanket Contract Number**

II. **Contract Release Order Number (CRO)**

Under no circumstances are Contract Release Orders to be filled for commodities or services that are not included on a Contract.

The total value estimated on a Contract including all charges, excluding any applicable taxes, is not to be exceeded without authorization.

A Contract shall not be valid once the specified period has elapsed unless an extension has been requested by the City.

The City, in its sole discretion, has the right to terminate a contract prior to the expiration of the term without cause or penalty, provided the Total Value Estimated as specified on the Contract Order has been reached.

**7.5 Payment Terms**

Unless otherwise specified on the invoice, the City will assign payment terms of Net 30 days. Payment terms "Due Upon Receipt" are considered Net 30 days.

**7.6 Discount Terms**

The City will consider offers of early payment discount terms. If correct billing information has been indicated on the invoice, it is the City’s policy to pay within vendor’s discount terms from the receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.

Early Payment terms should be clearly indicated on the invoice.
Section 2 – Information for Bidders  
Tender Call No. 197-2017 Contract No. 17EY-123TR

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Corporate Accounts Payable unit.

7.7 Direct Deposit

City of Toronto offers secure electronic deposit payments directly to your bank account through our “Direct Deposit” program. For more information and/or to enrol for this payment option, please email us at FASPDD@toronto.ca or contact AP Customer Service at 416-397-5235 and follow the prompts. Effective January 1, 2014, all new contracts for existing or new vendors must be enrolled in the Direct Deposit program.

8. Instructions for Section 3 - Tender Submission Package

8.1 Mandatory Bid Submission Requirements

The following must be completed in its entirety and submitted with your Bid at the time of closing. Failure to submit SHALL result in the Bid being rejected as non-compliant.

A. Tender Call Cover Page

Bidder must fill in all information as requested in ink. Remember to have the cover signed and sealed by an authorized signing officer, if a corporation. If not a corporation, have the cover signed by an authorized signing officer.

Remember to indicate the receipt of all addenda.

B. Bid Bond and other Security

Every Bidder shall submit with their Bid a Bid Bond in the amount of 10% of the Bid amount and will agree to provide a Performance Bond and a Labour and Material Bond for the due and proper performance of the Work, each in the amount of 50% of the Contract amount including an extended 24 month warranty period. The Bonds will be issued by a licensed surety company authorized to transact business in the Province of Ontario and shall be maintained in good standing until the fulfilment of the Contract.

Failure of a Bidder to submit a fully completed Bid Bond, in the form enclosed in the Tender Submission Package SHALL result in the Bid being rejected as non-compliant.

Should the Bidder fail or refuse to execute the Form of Contract within ten (10) working days after being requested by the City, it will be considered that the Bidder has abandoned all rights and interests in the award and the City will call on the Bid Bond.

C. City Policies Submission Form

The Policy Submission Form contains statements from different City of Toronto Policies. The complete text of these policies can be found on the City’s website.
The Bidder shall answer the questions posed and include the signed submission form with the completed Tender Submission Package.

D. Pricing Form

All instructions to fill out the Pricing Form can be found on the first page of the Pricing Form in Section 3.

In the event of any discrepancy between the information provided by the Bidder on the Tender Call Cover Page and the amount set out in the Pricing Form, the Pricing Form shall govern.

In the event of any discrepancy between the total price and the unit price, the unit price shall prevail and the total price may be adjusted and verified according to the City's Mathematical Errors Procedure.

E. Experience and Qualifications Form

The Bidder must have the following experience in order to be considered for award:

Must have completed a minimum of two (2) but preferably three (3) similar projects in the past five (5) years. At least one of these projects must include municipality type work including coordination with operations including tie in with existing systems.

In order to prove they have the required experience, the Bidder must complete and submit the Experience and Qualifications Form as contained in Section 3, Tender Submission Package as part of their Tender submission and provide the following information:

- Project description, i.e. location, scope of work, project value and contract number;
- Approval authority contact along with telephone or e-mail information;
- Owner contact information;
- Consultant contact information (if applicable) and;

In providing this information, the Bidder gives the City and/or the Consultant consent to contact these individuals to confirm the information. Failure to provide the required information listed on the Experience and Qualifications Form shall render the Bid non-compliant. If required, the City will make its own arrangements in contacting the references. If, at the City’s sole discretion, the references do not confirm the Bidder’s ability to undertake the Work associated with the requirements stated in this Tender Call, the Bid will be declared non-compliant and will not be considered for award.

The City reserves the right to verify whether Bidders are relying upon past experience of an Affiliated Person including the nature of the corporate relationship and its relevance to this project. If, at the City's sole discretion, it is determined that a Bidder is relying on an Affiliated Person's past experience and a transfer of the Affiliated Person's experience cannot be demonstrated as relevant to this project then the Bid will be declared non-compliant and not be considered for award.
Section 2 – Information for Bidders
Tender Call No. 197-2017 Contract No. 17EY-123TR

The City reserves the right to verify past performance of the Bidder or its Affiliated Persons with its performance records on relevant City projects (including the City’s Agencies, Boards, Commissions and Corporations).

8.2 Mandatory Submission Requirements Prior to Award

The Bidder must submit the following documents within five (5) working days upon being contacted by the City. Failure to submit the documents within this time limit will result in disqualification of the Bid.

A. Experience and Qualifications Form
The Bidder must have the following experience in order to be considered for award:

Must have completed a minimum of two (2) but preferably three (3) similar projects in the past five (5) years. At least one of these projects must include municipality type work including coordination with operations including tie in with existing systems.

In order to prove they have the required experience, the Bidder must complete and submit the Experience and Qualifications Form as contained in Section 3, Tender Submission Package as part of their Tender submission and provide the following information:

- Project description, i.e. location, scope of work, project value and contract number;
- Approval authority contact along with telephone or e-mail information;
- Owner contact information;
- Consultant contact information (if applicable) and;

In providing this information, the Bidder gives the City and/or the Consultant consent to contact these individuals to confirm the information. Failure to provide the required information listed on the Experience and Qualifications Form shall render the Bid non-compliant. If required, the City will make its own arrangements in contacting the references. If, at the City’s sole discretion, the references do not confirm the Bidder’s ability to undertake the Work associated with the requirements stated in this Tender Call, the Bid will be declared non-compliant and will not be considered for award.

The City reserves the right to verify whether Bidders are relying upon past experience of an Affiliated Person including the nature of the corporate relationship and its relevance to this project. If, at the City’s sole discretion, it is determined that a Bidder is relying on an Affiliated Person’s past experience and a transfer of the Affiliated Person’s experience cannot be demonstrated as relevant to this project then the Bid will be declared non-compliant and not be considered for award.

The City reserves the right to verify past performance of the Bidder or its Affiliated Persons with its performance records on relevant City projects (including the City’s Agencies, Boards, Commissions and Corporations).

B. Statutory Declaration for the Occupational Health and Safety Act
Section 2 – Information for Bidders
Tender Call No. 197-2017 Contract No. 17EY-123TR

It is the Bidder’s responsibility as "Constructor" under the provisions of the Occupational Health and Safety Act of Ontario, R.S.O. 1990, c. O.1, as may be amended (hereinafter “OHSA”), to co-ordinate the activities of all employees and workers under the Bidder’s control operating within the Contract limits to ensure that the requirements of the OHSA are satisfied.

To that end, the Bidder must complete the Statutory Declaration found in Section 3 indicating whether they comply with the OHSA. This Statutory Declaration must be signed and declared before a Commissioner of Oaths. The Statutory Declaration states that:

i) the Bidder and all Sub-Contractors have in place safety programs according to the requirements of the OHSA;

ii) all employees of the Bidder and Sub-Contractors have received training in occupational safety in accordance with the requirements of the OHSA; and

iii) a representative of the Bidder, whom it shall designate and name in the required Statutory Declaration, with responsibility for supervising the Contract's implementation is qualified as a "Competent Person" as defined in the OHSA.

In the case where the Bidder has indicated "HAVE NOT" in either or both of sub-clauses 3(A) or 3(B) of the Statutory Declaration submitted with its Bid and has been awarded the Contract, the Bidder will be required to submit a Supplementary Statutory Declaration after award of the Contract in the form provided in Section 6 entitled “Supplementary Statutory Declaration” to the effect that the requisite training and programmes are in place. The Bidder will bear full responsibility for all consequences, financial or otherwise, of any failure or delay by the Bidder in submitting the Supplementary Statutory Declaration.

C. Certificate of Recognition (COR™) Requirement (NOT APPLICABLE)

Upon request the Bidder will be required to provide a copy of a valid Certificate of Recognition (COR™) or Equivalent OHS Certification in the legal name of the entity submitting the tender.

Bidders must possess and maintain a valid Certificate of Recognition (COR™) or an Equivalent OHS Certification for the duration of the Contract. (See Section 2 (6) of this tender for further details)

In the event that a copy of the valid Certificate cannot be produced within five (5) working days of the City contacting the Bidder, the Bidder must provide a valid Certificate number. The City may refuse to award a contract to any Bidder, where the requested COR™ information cannot be verified within five (5) working days of the City contacting the Bidder.

D. List of Subcontractors Form

Upon request, the Bidder will be required to provide a list of Subcontractors and associated work types to the City for its review and approval prior to award.

Bidders must not include companies under suspension by the City on their list of Subcontractors.

If a Bidder proposes to subcontract with a competing Bidder on this Tender Call, the Bidder must declare that proposed subcontracting arrangement in accordance with the Supplier
Section 2 – Information for Bidders
Tender Call No. 197-2017 Contract No. 17EY-123TR

Code of Conduct provisions of the City Policies Submission Form Schedule at or prior to the Closing Date.

Where union affiliation is required pursuant to the City’s “Labour Trades Contractual Obligations in the Construction Industry” (more particularly described in the document attached to the Applicable City Policies section) for the Work or any part thereof, the Contractor (and any Subcontractor performing any part of such Work) must be affiliated with the applicable collective bargaining agency and the Bidder shall submit proof of such affiliation of the Contractor prior to an award of contract.

The Contractor will not be permitted to change any named Subcontractor without the written approval of the Contract Administrator. Any request for changing a named Subcontractor must be submitted in writing.

The Contractor acknowledges that upon receipt of such a request by the City, the review and approval process could take a time to complete. Any delay in the commencement of the Work or in the performance of the Work or in the Contractor’s performance of its obligations under the Contract related to or arising from the City’s consideration of the Contractor’s request for a Subcontractor change shall be solely borne by the Contractor.

E. Corporate Profile Report

Upon request, the Contractor will be required to provide a copy of the Contractor’s and/or any of the Contractor’s Affiliated Person’s Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority.

The City also reserves the right to require the Contractor to provide a copy of the Corporate Profile Report or equivalent official record for all of the Contractor’s affiliated or related legal entities.

The Corporate Profile Report(s) must have been issued not more than ten (10) working days prior to the date that the City requests the report. The City reserves the right to confirm the accuracy of the information contained in the Corporate Profile Report, and to require additional information from the contractor as necessary.

In the event that a request for a Corporate Profile Report or equivalent official record cannot be processed by the appropriate government office within five (5) working days of the City contacting the contractor, the contractor must provide proof that the request has been made and provide an indication as to when the information is expected to be received. The City may refuse to award a contract to any contractor, including the lowest bidder, where the requested information has not been received within five (5) working days of the City contacting the contractor.

9. Electrical Items

Only pre-qualified electrical contractors approved per Request for Pre-qualification No. 1201-14-5054 are eligible to perform the following categories of electrical work on this Contract.

A. Electrical Traffic Control Devices
Work in this area may include the laying and placement of duct, installation and removal of electrical hand wells and electrical maintenance holes, installation and removal of pole and traffic signal controller footings, installation of ground rods and ground plates, installation and removal of traffic poles, installation and removal of traffic signal controller cabinets, installation and removal of traffic cable, installation of vehicle detector loops, installation of electrical services, and installation and removal of traffic signal, pedestrian crossover and flashing beacon hardware and accessories.

The following are the pre-qualified contractors for electrical traffic control device works:

- Tristar Electric Inc.
- Beacon Utility Contractors Limited
- Black & McDonald Ltd
- Fellmore Electrical Contractors Limited
- Guild Electric Limited
- TM3 Inc.
- Weinmann Limited

B. Electrical Management Devices

Work in this area may include the laying and placement of duct, installation and removal of electrical handwells and electrical maintenance holes, installation and removal of power and communication cables, installation of multi-strand single mode/multi-mode fibre optic communication cables, installation and modification of CCTV cameras, changeable message signs, digital/analog data/control video/audio communication networks, installation of vehicle detector loops and installation of electrical services.

The following are the pre-qualified electrical contractors for electrical management device works:

- Tristar Electric Inc.
- Black & McDonald Limited
- Guild Electric Limited
- Weinmann Limited.
Section 3 – Tender Submission Package
Bid Bond
Tender Call No. 197-2017 Contract No. 17EY-123TR

BOND NO: ________________

KNOW ALL MEN BY THESE PRESENTS that we

herein called the "Principal"

- and -

herein called the "Surety"

are jointly and severally held and firmly bound unto the City of Toronto, hereinafter called the "City", each, in the penal sum of

10% of Total Bid Price

of lawful money of Canada, to be paid to the City or to its successors or assigns for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our several and respective executors, administrators, successors and assigns and every of them forever firmly by these presents.

SEALED with our several and respective seals.

DATED this _____ day of ______________ 20___

WHEREAS the said Principal is herewith submitting to the City its Tender for

TENDER CALL NO. 197-2017
CONTRACT NO. 17EY-123TR

and the said Tender provides that it is to continue open to acceptance and to be irrevocable until the formal contract is executed by the successful Bidder.
NOW the condition of this obligation is such that if, on acceptance of the Tender of the aforesaid Principal in accordance with the terms and conditions of said Tender within 90 days from the closing date of the Tender, the said Principal shall, within the time required, enter into a formal contract and give good and sufficient bonds required by the said Tender to secure

(i) the performance of the terms and conditions of the contract, and

(ii) payment for certain labour and materials,

both in the forms required by the City then this obligation shall be void; otherwise the Principal and Surety will pay unto the City the difference in money between the total amount of the Tender of the said Principal and the sums of the amount for which the City legally contracts with another party to perform the work and for which the City of Toronto may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders if the latter sums of the amount be in excess of the former; but in no event shall the Surety’s liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

SEALED AND DELIVERED )

in the presence of )

) )

) )

) )

) )

) )

) )

) )

) )

) )

Principal

Surety
DOMINION OF CANADA

PROVINCE OF ONTARIO

JUDICIAL DISTRICT

OF YORK;

TO WIT:

as hereinbefore described on the first page of the TENDER CALL.

I/we ________________________________
of the city / town / village of ________________________________
in the province of ________________________________ do solemnly declare as follows:

IF AN INDIVIDUAL

1. I am ________________
   (If an incorporated Company, state "President", "Secretary", or as the case may be)
of ________________________________
   (State Firm Name)
   the Bidder herein.

IF AN INDIVIDUAL
CARRYING ON
A BUSINESS UNDER
A FIRM NAME, USE
THE FOLLOWING
PARAGRAPH

I am the Bidder herein and I carry on business at ________________________________
under the name of ________________________________ and
   (State Firm Name)
   there is no other person associated with me in partnership.

IF A
PARTNERSHIP,
USE THE
FOLLOWING
PARAGRAPH

We are the Bidders herein and we carry on business at ____________
in partnership,
under the name of ________________________________ and
   (State Firm Name)
   we are the only members of such partnership.
Section 3 – Tender Submission Package  
Statutory Declaration Form for Occupational Health and Safety  
Tender Call No. 197-2017  Contract No. 17EY-123TR

2. I/we have a health and safety policy and a programme to implement such policy as required by clause 25 (2) (j) of the Occupational Health and Safety Act. R.S.O., 1990, c. o.1, as may be amended (hereinafter “OHSA”), and the said policy does not conflict with the health and safety policy of the City of Toronto.

3. With respect to the goods and services contemplated in the above Contract, the Bidder and its proposed Subcontractors
   a) HAVE/HAVE NOT YET ** conducted training for all personnel to be involved in providing such goods and services as required by the OHSA and all regulations thereunder, including those with respect to the workplace hazardous materials information system, industrial establishments, construction projects and designated substances.
   b) HAVE/HAVE NOT YET ** put into effect all programmes relating to designated substances as required by the regulations under the OHSA.
   c) The Bidder designates *** ____________________________, a representative of the Contractor who shall be assigned to a supervisory role over the work of the Contract and who has received training in the provisions of the OHSA which qualifies him/her to act as a "competent person" as defined in the OHSA, in order to have him/her act in an informed and responsible manner in complying with the OHSA and the Contractor’s role as employer under the terms of this Contract and the OHSA.
   d) In the case where “HAVE NOT YET” has been indicated in either or both of (a) or (b), the Bidder undertakes to provide to the Contract Administrator of the respective division a “Supplementary Statutory Declaration of Bidder” on the form provided following award of the Contract that the requisite training and/or programmes have been completed in order that a written order to commence work may be issued by the Contract Administrator, and undertakes that no claim for delay or extension of contract will be made for failure by the bidder to comply with this requirement.

** EITHER “HAVE” OR "HAVE NOT YET" TO BE STRUCK OUT AND INITIALLED

*** BIDDER TO WRITE IN THE NAME OF THE DESIGNATED “ COMPETENT PERSON ”
4. I/we have carefully read through the foregoing Tender Call Package, and to the best of my/our information, knowledge and belief the several matters stated in the said Bid are in all respects correct and true.

5. I am/we are each of the full age of twenty-one years or over.

And I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "the Canada Evidence Act".

SEVERALLY DECLARED before me at the

_________________________ of ________________ in ____________
the Province of Ontario

this ______________________________ day ____________ Signing Officer of Company

of ____________________________ 20

A Commissioner, etc.
POLICIES

The Bidder has read, understood and agrees to comply with the terms and conditions contained in this Tender Call and the City’s Policies and Legislation set out on the City of Toronto website at: http://www.toronto.ca/purchasing/policies

DECLARATION OF COMPLIANCE WITH THE CITY’S SUPPLIER CODE OF CONDUCT

By signing this form, the Bidder acknowledges that it has read and understands its obligations under the Supplier Code of Conduct and further certifies that the Bidder, and any of its proposed subcontractors, will provide the services in compliance with the Supplier Code of Conduct.

Refer to the Supplier Code of Conduct in Article 13 of Chapter 195, Purchasing, of the Toronto Municipal Code.

PROHIBITION AGAINST COLLUSION AND UNETHICAL BIDDING

If the box below is left blank, the Bidder will be deemed to declare that it had no affiliation or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships. If the Bidder declares an affiliation or other relationship with other Bidders that might be seen to compromise the principle of fair competition, the Bidder must set out the details below:

Refer to the Supplier Code of Conduct mentioned above.
PROHIBITION AGAINST ILLEGALITY

If the box below is left blank, the Bidder will be deemed to declare that is has no previous convictions of itself or affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, or other similar behaviors or practices prohibited under the Criminal Code, the Competition Act, or other applicable law, for which the Bidder has not received a pardon.
If the Bidder declares that it has previous convictions of itself or affiliated persons, the Bidder must set out the details below:

Refer to the Supplier Code of Conduct mentioned above.

CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its Bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this Tender Call.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

(1) Engaging current or former City employees or public office holders to take any part in the preparation of the Bid or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ or public office of the City;
(2) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
(3) Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
(4) Prior access to confidential City information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Bidders; or
(5) The Bidder or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous contract.

If the Bidder has an actual or potential Conflict of Interest, the Bidder should bring this to the attention of the Buyer as early as possible in the Tender Call process, and must set out the details in writing below:
The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Bid; **AND** (b) were employees of the City and have ceased that employment within twenty four (24) months prior to the Closing date:

<table>
<thead>
<tr>
<th>Name of Individual:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Classification:</td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td></td>
</tr>
<tr>
<td>Last Date of Employment with the City:</td>
<td></td>
</tr>
<tr>
<td>Name of Last Supervisor:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Individual’s Job Functions:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Nature of Individual’s Participation in the Preparation of the Bid:</td>
<td></td>
</tr>
</tbody>
</table>

(Repeat above for each identified individual. Bidders may include this information on a separate sheet if more space is required)

The Bidder agrees that, upon request, the Bidder shall provide the City with additional information from each individual identified above in a form prescribed by the City.

**PURCHASE OF PRODUCTS MANUFACTURED IN FACTORIES WHERE CHILDREN ARE USED AS SLAVE LABOUR OR OTHER EXPLOITIVE CIRCUMSTANCES WHICH IMPEDES CHILD DEVELOPMENT (if applicable)**

**Purpose:**
To advise suppliers that the City of Toronto does not wish to encourage the use of products manufactured in factories where children are used as slave labour or other exploitive circumstances which impedes child development.

**Policy:**
Bidders must state where the products offered have been made. City Council does not wish to see products used that have been made in factories in countries where children are used as slave labour or other exploitive circumstances, which impedes child development. Therefore, preference will be given to bidders that obtain products from any country other than the aforementioned, but this criteria will not be used to disqualify any bidder.

- Bidders must state where the products offered have been made: ___________________________ (Specify)
- Bidders to state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development: ___________________________ (Specify)

This policy will be considered in the evaluation of all Bids received.
ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT (if applicable)

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, please download a copy of the Policy at http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf

State if environmentally preferred products/service is being offered: YES______ NO______

State briefly the environmental benefit of the product/service offered:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this
Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES STANDARDS

The Bidder acknowledges that it shall deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. Bidders are also required to comply with the City’s accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables. The accessible customer service training requirements which are applicable to the Deliverables may be reviewed at: https://www.ontario.ca/laws/regulation/110191

DISCLOSURE OF BID INFORMATION

The Bidder hereby agrees that any information provided in this Bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Bid by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this Bid.

The Bidder shall provide the City with ongoing disclosure, should the Bidder be awarded a contract and any of the information or representations provided in this form no longer be accurate.

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the Bidder and attest to the accuracy of the information provided in this Bid

THIS FORM IS A MANDATORY SUBMISSION REQUIREMENT
The Bidder must provide the rate and the amount for each Tender item, the total for each part / subsection, the grand total, HST amount and the total amount of Tender on the forms in the ensuing pages. Bidders that do not fully complete these forms (such as leaving lines blank), or have unclear answers (such as "n/a", "-", "tba" or "included" etc.) will be declared non-compliant. Prices that are intended to be zero cost/no charge to the city are to be submitted in the space provided in the price schedule as "$0.00" or "zero".

All spaces for the aforementioned information must be completed in ink ensuring the printing is clear and legible.

Where included, the Alternative Prices, and Supplementary List of Prices Required for Extra Work Forms must also be completed.

The total amount of the bid is the sum of all unit price extensions, including any lump sum and allowance items. The quantities in this Price Form are estimated and may vary. The Unit Prices and actual quantities will form the basis of the Contract Price, subject to the City’s reserved rights not to award to any Bidder.

The lowest Bidder will be determined solely from the Total Base Bid, subject to the City’s reserved rights not to award to any Bidder.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Bid Price</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>Supply, place and compact HL1 asphalt with spreader including PGAC 64-28.</td>
<td>Mg</td>
<td>NOT USED</td>
<td>NOT USED</td>
<td>NOT USED</td>
</tr>
<tr>
<td></td>
<td>TS3.20, TS310, TS1150, TS1003, OPSS1212, AASHTO MP1, AASHTO PP6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00002</td>
<td>Supply, place and compact HL3 asphalt with spreader, including padding for various thickness including PGAC 58-28.</td>
<td>Mg</td>
<td>NOT USED</td>
<td>NOT USED</td>
<td>NOT USED</td>
</tr>
<tr>
<td></td>
<td>TS3.20, TS310, TS1150, TS1003, OPSS1212, AASHTO MP1, AASHTO PP6</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>00003</td>
<td>Remove, supply, place and compact a combination of two (2) layers of asphalt for boulevards and driveways as follows:</td>
<td>m²</td>
<td>2,900</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>a) 40 mm of HL8 , and</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>b) 40 mm of HL3, or HL3 (Fine), or HL3 Modified, including AASHTO PGAC 58-28.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TS3.20, TS 3.30, TS310, TS1150, TS1003, OPSS1212, AASHTO MP1, AASHTO PP6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00004 - 00008</td>
<td></td>
<td>Mg</td>
<td>NOT USED</td>
<td>NOT USED</td>
<td>NOT USED</td>
</tr>
<tr>
<td>00009</td>
<td>Remove and replace concrete curb, 32 MPa, All Types.</td>
<td>m</td>
<td>310</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS3.50, TS1350, T-600.11-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00010</td>
<td>Remove and replace concrete curb and gutter, 32 MPa.</td>
<td>m</td>
<td>170</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS3.50, TS1350, T-600.05-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00011</td>
<td>Remove and replace concrete sidewalk, driveways, and pads 130 mm to 180 mm thickness, 32 MPa. Pro-rated from 130 mm.</td>
<td>m²</td>
<td>8,600</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS3.70, TS1350,</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>00012</td>
<td>Remove and replace monolithic concrete curb and sidewalk 150 mm to 200 mm thickness, 32 MPa. Pro-rated from 150 mm.</td>
<td>m³</td>
<td>190</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS3.70, TS1350,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00013</td>
<td>Remove and dispose existing materials off site and supply and place 12 bag mix concrete road base Pro-rated from 200 mm.</td>
<td>m³</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS 3.40, TS 3.45</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>00014</td>
<td>Adjust maintenance hole, catchbasins or valve chamber castings.</td>
<td>ea.</td>
<td>8</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Pro-rated from 450 mm.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>TS3.45, TS4.50, TS310</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>00015</td>
<td>Supply and place maintenance chambers, valve chambers and catchbasins castings (measured from top of grate). Including the removal and disposal of existing material offsite. Pro-rated from 450mm.</td>
<td>ea.</td>
<td>12</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS3.45, TS4.50, TS310, OPSD 400.070, OPSD 401.01 A+B, OPSD 402.01</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>00016</td>
<td>Remove, salvage and reinstall precast concrete/wooden curbs, all types within road allowance.</td>
<td>m</td>
<td>40</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TS3.80</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Unit</td>
<td>(A) Quantity</td>
<td>(B) Unit Bid Price</td>
<td>Total Bid Price (A x B)</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>00017</td>
<td>Remove, store and replace existing &amp; new (on sand bedding, with dry joints), interlock brick, unit pavers, precast slabs, granite setts, flagstone etc. Not including the supply of pavers. TS3.80</td>
<td>m³</td>
<td>60</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>00018</td>
<td>General excavation. TS 2.10</td>
<td>m³</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>00019</td>
<td>Supply and place and Compact Granular “A” material in roadways, driveways, boulevards, traffic islands, sidewalks, curb and curb and gutter. TS501, TS1010</td>
<td>Mg</td>
<td>225</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>00020</td>
<td>Supply and place approved nursery sod including 125mm of tripelmix topsoil (including stakes). TS5.00, TS5.10</td>
<td>m²</td>
<td>120</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>00021 - 00024</td>
<td></td>
<td>m</td>
<td>NOT USED</td>
<td>NOT USED</td>
<td>NOT USED</td>
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<tr>
<td>00025</td>
<td>Contingency</td>
<td>PS</td>
<td>20,000</td>
<td>$ 1.00</td>
<td>$ 20,000.00</td>
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- Miscellaneous Items -

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>(A) Quantity</th>
<th>(B) Unit Bid Price</th>
<th>Total Bid Price (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00026 - 00029</td>
<td></td>
<td>hr</td>
<td>NOT USED</td>
<td>NOT USED</td>
<td>NOT USED</td>
</tr>
<tr>
<td>00030</td>
<td>Remove and dispose existing materials off site and supply, place and compact 40 mm HL3 &amp; 40 mm HL8 (HS) asphalt including PGAC M8-28 on all Local Roads. Pro-rated from 80 mm: TS 310, QPSS 1212, AASHTO MP1, AASHTO PP6</td>
<td>m²</td>
<td>460</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>00031</td>
<td>Supply and Install rectangular or radial cast iron Tactile Walking Surface Indicator Plates as per standard TS3.70 [including but not limited to sub section 3.70.05.05, 3.70.07.15, 3.70.07.15.01 and 3.70.10.03]</td>
<td>m</td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Bid Price (Excluding HST) (sum of items 1-31) $__________________

HST Amount (13%) $__________________

Total Amount of Bid (Including HST) $__________________

(Please bring this Total Amount of Tender Call forward to Tender Cover Page)

Company HST Registration number: ________________________________________

Note: *(B) Unit Prices-Exclusive of Taxes
Supplementary List Of Prices Required For Extra Day Work.

****FAILURE TO COMPLETE THIS FORM WILL RENDER THIS TENDER NON-COMPLIANT****

Please indicate the appropriate hourly base rate. Base Labour rates to exclude Union Benefits, Administration Costs, Payroll Burden and profits. Labour rates to be compliant with the Fair Wage Schedule and to include all annual increments.

Bricklayer $ NOT USED /hr.
Finisher $____________/hr.
Foreman $____________/hr.
Formsetter $____________/hr.
Labourer $____________/hr.
Operator $____________/hr.
Rakeman $____________/hr.
Traffic Control Person $____________/hr.
Truck Driver $____________/hr.

All labour rates submitted above are subject to verification by the City of Toronto’s Fair Wage Office and should be comparable to labour rates as stipulated in labour collective agreements.

Further information can be obtained through the City of Toronto’s Fair Wage Office;
Web: www.toronto.ca/fairwage
Tel: 416-392-7300
Email: fairwage@toronto.ca
Upon request, the Bidder shall provide the subcontractor’s name for each work type indicated in the table below or indicate “OWN FORCES” in the “Subcontractor Name” column if a subcontractor will not be used for the work type indicated. The names of all subcontractors to be used for each work type indicated must be provided.

The Contractor will not be permitted to change any named Subcontractor without the written approval of the Contract Administrator. Any request for changing a named Subcontractor must be submitted in writing.

The Contractor acknowledges that upon receipt of such a request by the City, the review and approval process could take a time to complete. Any delay in the commencement of the Work or in the performance of the Work or in the Contractor’s performance of its obligations under the Contract related to or arising from the City’s consideration of the Contractor’s request for a Subcontractor change shall be solely borne by the Contractor.

Where union affiliation is required pursuant to the City’s “Labour Trades Contractual Obligations in the Construction Industry” (more particularly described in the document attached to the Applicable City Policies section) for the Work or any part thereof, the Contractor (and any Subcontractor performing any part of such Work) must be affiliated with the applicable collective bargaining agency and the Bidder shall submit proof of such affiliation of the Contractor prior to an award of contract.

List of Subcontractors

Name of Bidder: ________________________________

Date: ________________________________

The Bidder may attach separate sheet(s) to this Form if additional space is needed. Indicate the number of sheets, if attached: __________

<table>
<thead>
<tr>
<th>Work Types</th>
<th>Subcontractor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
1. Project Experience / Comparable Projects

The Bidder must provide a minimum of two (2) but preferably three (3) reference projects completed within the past five (5) years, for the purpose of confirming the Bidder’s experience and track record of success as per Section 2, Item 8.1 E. **Failure to provide verifiable experience will result in the bid being declared non-compliant.** Bidders may attach a separate sheet if more space is required.

<table>
<thead>
<tr>
<th>Project 1</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Project Title</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Scope of Work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Value</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Owner Contact</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Consultant Contact</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Was Work Performed by the same Legal Entity as the Bidder (Yes/No).</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>If no State name of the affiliated/related Entity that performed the work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>If Work Performed by Legal Entity other than the Bidder state relationship to the Entity Listed</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project 2</th>
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</thead>
<tbody>
<tr>
<td><strong>Project Title</strong></td>
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<tr>
<td><strong>Year</strong></td>
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<tr>
<td><strong>Scope of Work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Value</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Owner Contact</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Contact</td>
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<tr>
<td>Was Work Performed by the same Legal Entity as the Bidder (Yes/No).</td>
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</tr>
<tr>
<td>If no State name of the affiliated/related Entity that performed the work</td>
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</tr>
<tr>
<td>If Work Performed by Legal Entity other than the Bidder state relationship to the Entity Listed</td>
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</table>

**Project 3**

<table>
<thead>
<tr>
<th>Project Title</th>
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<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>Scope of Work</td>
</tr>
<tr>
<td>Project Value</td>
</tr>
<tr>
<td>Owner Contact</td>
</tr>
<tr>
<td>Consultant Contact</td>
</tr>
<tr>
<td>Was Work Performed by the same Legal Entity as the Bidder (Yes/No).</td>
</tr>
<tr>
<td>If no State name of the affiliated/related Entity that performed the work</td>
</tr>
<tr>
<td>If Work Performed by Legal Entity other than the Bidder state relationship to the Entity Listed</td>
</tr>
</tbody>
</table>
### SECTION 4 – Scope of Work
Tender Call No. 197-2017   Contract No. 17EY-123TR

1. PROJECT TITLE ................................................................................................. 2
2. PROJECT LOCATION AND WARD NUMBER(S) ...................................................... 2
3. PROJECT DESCRIPTION ......................................................................................... 2
4. COMPLETION DATE ............................................................................................... 2
5. CONSTRUCTION STAGING AND PHASING ............................................................. 2
6. LIST OF LOCATIONS .............................................................................................. 3
7. STANDARD SPECIFICATIONS & DRAWINGS ......................................................... 3
8. MEETINGS AND COORDINATION ....................................................................... 4
9. MAP ....................................................................................................................... 5
SECTION 4 – Scope of Work

Tender Call No. 197-2017 Contract No. 17EY-123TR

1. PROJECT TITLE

REPAIRS TO ROADS AND SIDEWALKS IN ETOBICOKE YORK DISTRICT.

2. PROJECT LOCATION AND WARD NUMBER(S)

Work under this contract will be within the following district and wards:
ETOBICOKE YORK DISTRICT, WARDS 3, 4, & 5. Work is not limited exclusively to the above-mentioned Wards, at the discretion of the Contract Administrator it may be deemed necessary to schedule work in other Wards of the City of Toronto.
The awarding of this contract is subject to funds availability and/or City of Toronto Council approval.

3. PROJECT DESCRIPTION

The work in this contract includes repairs to roads and sidewalks and may include but is not limited to repairs to roadways, sink holes, adjustments (catchbasins, maintenance holes, etc.) sidewalk accessibility ramps, sidewalks, curbs, concrete curb cutting, and driveway repairs as it occurs throughout the season, and also work as directed by the Contract Administration. This work encompasses various local and arterial roads in Etobicoke York District Wards 3, 4, & 5.

4. COMPLETION DATE

The anticipated start date is September 11, 2017 subject to obtaining all required approvals.
The Contractor agrees to complete the entire work comprising the contract within a time period of 60 working days from the date of the written order to commence work. Completion date will be determined after 60 working days from the actual start date. Clean up and rectification of any and all deficiencies shall be completed no later than December 15, 2017.

5. CONSTRUCTION STAGING AND PHASING

The Contractor should realize that the actual areas to be repaired may be changed, added to or deleted and the quantities given are approximate only and the Contract Administrator will entertain no claims for additional compensation caused by discrepancies in quantities tendered, nor will consider any changes to the unit prices bid in the Contract.

If the City of Toronto finds it necessary to terminate the work, the Contractor shall be notified in writing and this contract shall be terminated upon the giving of such notice, whereupon the Contractor shall have no claim against the City of Toronto except for work undertaken before the termination of the contract.
6. LIST OF LOCATIONS

Contractor will receive the first locations list to be repaired under this contract, a general map of the wards locations are included in the tender document.

The Contract Administrator reserves the right to change the order, alter, add to, or delete locations on the lists as it may become necessary throughout the life of the contract.

In order to assist the Contractor, an estimate of the areas to be repaired has been made. The Contract Administrator may add or delete additional repair areas to the list as the work proceeds.

7. STANDARD SPECIFICATIONS & DRAWINGS

The Contractor shall abide by the following standards;

OPS Volume 1 - General and Construction Specifications
OPS Volume 2 - Material Specifications
OPS Volume 3 - Drawings for Roads, Barriers, Drainage, Sanitary Sewers, Watermains and Structures
OPS Volume 4 - Drawings for Electrical Work
OPS Volume 7 – OPS General Conditions of Contract and General & Construction Specifications
OPS Volume 8 – Material Specifications

8. MEETINGS AND COORDINATION

The Contractor shall attend regular meetings with the City of Toronto, Utility Companies such as Toronto Hydro, Toronto Transit Commission, and others as may be required by the Contract Administrator to co-ordinate services affected by the Contract and to monitor on-going administration and progress of the contract which includes, but not limited to:

1. Pre-Construction Meetings.
2. Progress Meetings.

8.1 PRE-CONSTRUCTION MEETING

After award of Contract, a meeting of all parties in the Contract shall be held to discuss and resolve administrative procedures and responsibilities. Representatives of the City, Consultant, Contractor, major Subcontractors, and construction review personnel will attend. The City shall establish a time and location of the meeting and notify parties concerned three (3) days prior to meeting.
The Agenda to include the following:

I. Appointment of official representatives of participants of the Work.
II. Schedule of Work, progress scheduling.
III. Requirements of site signage, construction notices, traffic restrictions, provision of access to adjacent properties, maintenance of pedestrian access, hoarding, dust protection, etc.
IV. Site security.
V. Contemplated change orders, procedures, approvals required.
VI. Deficiencies, acceptance, and warranties.
VII. Inspection and testing arrangements
VIII. Health and Safety

8.2 PROGRESS MEETINGS

During the course of work, the City shall schedule progress meetings monthly. Further progress meetings may be scheduled by the Contract Administrator as needed; and the Contractor, Subcontractors and Suppliers involved in the Work, shall be required to attend the meetings with no additional cost to City of Toronto.

The Agenda to include the following:

I. Review, approval of minutes of previous meeting.
II. Review of Work progress since previous meeting.
III. Field observations, problems which impede construction schedule, conflicts.
IV. Progress, schedule during succeeding work period.
V. Corrective measures and procedures to regain projected schedule.
VI. Revisions to construction schedule, if needed.
VII. Health and safety
VIII. Maintenance of quality standards.
IX. Pending changes and substitutions, Notices of Proposed Change, Change Orders.
X. Review proposed changes effect on construction schedule and on completion date.
XI. Other business.

8.3 ADMINISTRATION OF PROJECT MEETINGS

1. The City shall preside at meetings.
   I. A representative of the City shall record the minutes, include significant
proceedings and decisions, and identify "action by" parties.

II. The City shall reproduce and distribute copies of minutes to meeting participants, and to affected parties not in attendance.

2. The City shall:
   I. Schedule and administer project meetings unless otherwise noted.
   II. Prepare agenda for meetings.
   III. Distribute written notice of each unscheduled meeting three (3) days in advance of meeting date to Contractor, and relevant Subcontractors.
   IV. Require that, only authorized representatives of Contractor, Subcontractors and suppliers attend the meetings.

9. MAP
Section 4A– Special Specifications
Tender Call No.197-2017 Contract No. 17EY-123TR

SS.1. PRE-CONSTRUCTION MEETING .................................................................................. 3
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SS.1. PRE-CONSTRUCTION MEETING

Prior to start up of any work in this contract, the Contractor, or their representative, shall attend a pre-construction meeting as advised by the Contract Administrator. Confirmation of attendance is required within 48 hrs of receiving notice. Documents required as part of the meeting are:

- Notice of Project
- Street Occupation Permit including location
- WSIB Clearance Certificate
- Your company’s “Smog Prevention/Plans Policy”.
- Your company’s “Health & Safety Policy” along with the minutes of the last Health and Safety meeting.
- Propane Certificate (If propane is used in this contract).
- Name and telephone numbers of the “On site non working Project Coordinator/Supervisor” and “Health and Safety Representative”.
- A list, including names, addresses and telephone numbers, of any Sub-Contractor(s) to be used under the contract.
- Material Mix Designs
- OTM (Ontario Traffic Manual) Book 7 (latest version) training record of the contractor and subcontractor(s)

The above items along with the approved mix designs shall form part of this contract and must be submitted within seven (7) business days following the pre-construction meeting, before any work may commence. There shall be no additional cost to the City of Toronto for expenses incurred by the Contractor to attend these meetings and/or provide the above noted documents. These meetings and documents are critical requirements of this Contract.

SS.2. OCCUPATION PERMIT

Upon award of the Contract and before commencement of work, the Contractor shall apply for a Street Occupation Permit at the Transportation Services, Right of Way Management, 399 The West Mall, Toronto, Ontario, M9C 2Y2, or apply via e-mail or fax to Marianne Zagar (E-mail: mazagar@toronto.ca Fax: 416 394 8942)

SS.3. QUANTITIES – VARIATION IN TENDER QUANTITIES

General Conditions Clause G.C.8.01.02, of “Section 5 – General Conditions of Contract” is hereby deleted from this contract, and replaced by the following:

Quantities provided under this contract are approximate and are based on initial field measurements only. Quantities may vary due to restrictions beyond the control of the
Contract Administrator. Any such variations may require certain work locations to be added or deleted.

Quantities are to be priced on a unit basis as described in the “Pricing Form” of Section 3 – Tender Submission Package of this contract. Unit prices in the “Pricing Form” will not be adjusted for any variances in quantities. Final quantities for which payment will be made shall be measured and agreed upon as the work proceeds.

At around 80% progress level, the Contract Administrator at his/her own discretion, may request the Contractor to stop working on further locations for up to two (2) weeks. During this time, an assessment will be made on the remainder of the works to be done under the contract and the Contract Administrator will advise the contractor accordingly. Upon advice by the Contract Administrator, the Contractor must resume works within five (5) working days and continue until completion of the contract. Such stoppage of work will qualify for time extension to the Contract Period but no financial compensation will be entertained by the City.

SS.4. WORK CREWS

The Contractor will be required to have a minimum of (2) concrete crews, and in addition, one (1) asphalt crew available five (5) days a week to work and shall be maintained as required during the entire duration of the contract to ensure that the work proceeds in a continuous manner.

In the event the Contractor wishes to deploy additional concrete and/or asphalt crews, prior written permission must be obtained from the Contract Administrator. Further, when considered essential by the Contract Administrator, the Contractor shall provide additional crews within one (1) week of written notification by the City.

The minimum crew for concrete work shall be comprised of: one (1) Foreman, one (1) Operator, one (1) Truck Driver, one (1) Formsetter, one (1) Labourer, and two (2) Traffic Control Persons.

The minimum crew for asphalt work shall be comprised of: one (1) Foreman, one (1) Operator, one (1) Truck Driver, one (1) Rakeman, one (1) Labourer and two (2) Traffic Control Persons.

All crews shall be capable of carrying out the work in accordance with the terms of this Contract and the City of Toronto Standards and Specifications.

The Contractor will be required to have a non working Project Co-ordinator/Supervisor on site at all times when the crew(s) are working. The non working Project Co-ordinator/Supervisor shall schedule the work of the crews, ensure compliance of health and safety of the workers, implement the traffic control plan, confirm validity and compliance of stake-outs and coordinate delivery of materials. The Project Coordinator/Supervisor shall be equipped with a mobile telephone exclusively dedicated to respond to any inquiries from City representatives, relating to this
contract within one (1) hour of the original call. The time of the Project Coordinator/Supervisor shall be evenly divided between crew(s) listed in this contract and no consideration will be given for minimum number of work hours in a given day. Failure to comply with this may result in the work being suspended by the City without compensation.

SS.5. TRAFFIC CONTROL

The traffic control measures required to facilitate the work performed under this Contract will vary with staging of the work.

The Contractor shall be responsible for all signing and traffic control required as outlined in Toronto Specification TS 1.00 and for maintaining an up to date Traffic Control Plan on site at all times.

Signage requirements, other than specified herein, shall be in accordance with the latest edition of the Ministry of Transportation (MTO) Book 7 Manual “Traffic Control Manual for Roadway Work Operations”.

The Contract Administrator reserves the right to require the Contractor to replace any signage found to be unsafe, defaced, lost or damaged without delay and without cost to the City of Toronto. Failure to adhere to the above conditions will result, in a written warning on the first incident. Subsequent incidents will result in a total shut down of work, without compensation until all conditions are met, or to the satisfaction of the Contract Administrator.

The contractor shall submit a Road Disruption Activity Reporting System Notification (RoDARS) and coordinate the working hours with the Work zone Traffic Coordinator for all work carried out on all roads. A copy must be submitted to the contract administrator.

SS.6. PROJECT INFORMATION SIGN

Project Information signs shall be placed on every job site location and maintained in good order and in conspicuous places during all phases of work until the required work is completed. Under no circumstances shall signage obstruct traffic flow, driver vision, or pedestrian traffic.

The Contract Administrator reserves the right to require the Contractor to replace any signage found to be unsafe, defaced, lost or damaged without delay and without cost to the City of Toronto. Failure to adhere to the above conditions will result in a written warning on the first incident. Subsequent incidents will result in a total shut down of work, without compensation until all conditions are met, or to the satisfaction of the Contract Administrator.
SS.7. SCHOOL AREAS

For work being undertaken within the immediate vicinity of schools, the Contractor may be required to make the provision for an additional competent Traffic Control Person(s) to continuously monitor the movement of mobile construction equipment in order to ensure the safety of children passing within the immediate vicinity of the work. The Contractor will also be required to inform the school authority of the nature of work, duration, impacts if any and the contact phone number, prior to the start of the work. The hours of work in the school zone will be from 9:00am to 3:00pm or as directed by the Contract Administrator.

SS.8. POLICE SERVICES FOR TRAFFIC CONTROL

The Contractor shall be responsible for traffic control requirements at the construction site and shall follow *TS 1.00 Construction Specification for Maintenance of Traffic “Table 1: Deployment of Traffic Control in Road Construction Activities”*:

Table 1: Deployment of Traffic Control in Road Construction Activities

<table>
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<tr>
<th>Conditions under which Traffic Control may be required</th>
<th>Normal regulatory posted speed 60 km/h or lower, one lane or reduced to one lane</th>
<th>Normal regulatory posted speed 70 km/h to 90 km/h, one lane or reduced to one lane</th>
<th>Any speed, more than one lane in each direction</th>
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<tr>
<td>To protect workers on public way</td>
<td>Traffic Control Persons (TCP) can be used</td>
<td>TCP can be used</td>
<td>Police presence is required</td>
</tr>
<tr>
<td>To protect construction vehicles crossing roadway</td>
<td>TCP can be used</td>
<td>TCP can direct construction traffic only, not public traffic</td>
<td>Police presence is required</td>
</tr>
<tr>
<td>To protect construction vehicles entering a roadway</td>
<td>TCP can be used</td>
<td>TCP can direct construction traffic only, not public traffic</td>
<td>Police presence is required</td>
</tr>
<tr>
<td>Electrical contractor work on traffic control signals</td>
<td>Police presence is required if there is an absence of traffic control device display and/or if the vehicle/pedestrian indication(s) are to display conflicting movement. If not, follow Ontario Traffic Manual Book 7 -Table 6 Deployment of Traffic Control Persons (TCP). If the TCP conditions are not met, then police presence is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction, Surface Maintenance, Utilities, Toronto Water</td>
<td>Follow Ontario Traffic Manual Book 7 -Table 6 -Deployment of Traffic Control Persons (TCP). If the TCP conditions are not met, then police presence is required.</td>
<td></td>
<td></td>
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Note 1: Table 1 is a modified version of OTM Book 7 -Table 6: Deployment of Traffic Control Persons (TCP) that takes into consideration City of Toronto Operational Guidelines.

Note 3: If conditions under Ontario Traffic Manual Book 7 -Table 6 -Deployment of Traffic Control Persons (TCP) are satisfied, the TCP(s) must be positioned in a manner which will not conflict with the traffic control device operation. If this is not possible, police presence is required.

Note 4: For City of Toronto employees, Contractors, and sub-Contractors, traffic control work is performed in compliance with the provisions of: The City’s Traffic Control policy and its guidelines; the Regulations for Construction Projects (sections 67-69, 104-106, and 186-187); the Ontario Traffic Manual for Temporary Conditions (OTM Book 7 and Field Edition); and the Handbook for Construction Traffic Control Persons.

Note 5: In reviewing traffic control measures related to road construction activities, Transportation Services, Toronto Police Services and the applicant must ensure that the safety of all road users is preserved.

Contractor must submit a written request for Paid Duty Officer to the Central Paid Duty Office as per guidelines in the following link:

http://www.torontopolice.on.ca/paidduty/

Please be advised paid duty requests received with less than required notice to Police Central Pay Duty office may not be filled. In such cases, the Central Paid Duty Office will not be notifying Contractor the night before the event if their duty is not filled.

Should the Contractor fail to submit the request for a Paid Duty Officer as per the requirements of the Central Pay Duty Office, and the duty is not filled, then any resulting delay of contract, shall not be grounds for extension of the completion date of contract.

Payment for Police Services will only be accepted and will be paid under contingency item upon receipt of a completed City of Toronto, “Receipt for Police Services” order. Police Chits will not be accepted for payment. The Contractor shall supply to the Contract Administrator, at no cost to the City, a copy of the requisition, each time they make the requisition for Police Services.

SS.9. ACCESS TO SITE

Contractor shall maintain pedestrian access to adjacent properties at all times including installation of temporary ramps for store entrances. The Contractor’s work and operations shall allow for the conditions and constraints specific to the site as described in the Contract Documents.

The Contractor shall be responsible for all re-grading of existing roads, fencing, guard rails, landscaping and access routes to suit his purposes for site access. He shall also be responsible for the restoration of all existing roads, fencing, guardrails, and
landscaping to preconstruction conditions or better. Any damage to trees or other property caused by the Contractor's site access shall be corrected to the Contract Administrator's satisfaction at the Contractor's expense.

Unlicensed vehicles and construction equipment shall not travel, work or stop within 4 m of a lane carrying traffic.

Materials shall be stored in areas so designated. Equipment shall not be stored within 4 m of the traveled portion of any roadway or pathway. Equipment and materials shall also not be stored in tree protection zones and/or tree pits.

Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or material, which in the Contract Administrator’s opinion, constitute a hazard to traffic or pedestrians.

The Contractor shall plan and schedule the routes of construction and delivery vehicles to, from and within the job site, so that vehicular movements are accommodated with minimum interference and interruptions to public traffic. Access routes shall be established to allow vehicles to merge with public traffic to avoid crossing traffic lanes.

The Contractor shall obtain the Contract Administrator's prior approval for the location of any construction access points not shown on the drawings. 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 location and proper use of the access points.

The Contractor is advised that no construction equipment or vehicles will be permitted on the adjacent lands unless the Contractor has obtained written permission from the owners. All areas used by the Contractor for access or storage are to be restored to their original condition at the Contractor's expense.

No separate measurement or payment will be made for any additional expense to the Contractor as a result of complying with the requirements and carrying out the work described above.

## SS.10. WORKING RESTRICTIONS

The Contractor’s standard working hours shall be from 7:00 am to 7:00 pm unless otherwise approved by the Contract Administrator.

The Contractor shall not interfere with traffic on any of the City of Toronto roads in the Etobicoke York District during peak periods.

The Contractor shall note that the work on major arterial, minor arterial, collector and some local roads shall be undertaken in the off peak periods direction only.

The time restrictions shall be based on the posted rush period restrictions, unless otherwise directed by the Contract Administrator.
Interlocking pedestrian barriers, as per TS 1.00, shall be used at all times when vehicular traffic lanes are used to accommodate pedestrians in the construction areas.

The contractor shall work on one side of the street at a time and include signage for the safety of pedestrians and cyclists.

These restrictions apply to all of the above road classifications within the Etobicoke York District and/or as posted on the street.

Failure to comply with the above time restrictions (e.g. starting earlier than 7:00 a.m., continue to work after 7:00 pm) without the explicit authorization of the Contract Administrator may result in a Stop-Work Order which will be issued by the Contract Administrator. Work performed during a contravention of the above restrictions or during a stop-work order will NOT be paid, and no claims to the City can be made for any associated costs. Furthermore, work days will continue to count against the schedule with no compensation to the Contractor whatsoever until they comply fully with the restriction as described above.

The contractor shall be responsible for parking infractions of their own work vehicles. The parking infraction tickets in the construction work zone shall not be the responsibility of the City.

SS.11. INSPECTION AND TESTS

All testing and inspection of materials will be arranged by the Contract Administrator unless otherwise specified in the Contract Documents.

The cost of all testing and inspection of materials will be borne by the City of Toronto, unless otherwise specified in the Contract Documents.

The Contractor shall supply, at their own cost, to the Contract Administrator such materials, labour and other assistance as may be required to procure, package and ship any test samples if required.

The Contractor shall make known to the Contract Administrator the source of material at least one week prior to the time he proposes to use such material, unless otherwise specified in the Contract Documents.

All costs arising from the above requirements shall be included in the bid prices for the appropriate bid items.

If the tests show that the desired level of performance is not achieved, the Contractor must remove and/or reconstruct the rejected work as applicable and at no additional cost to the City. All subsequent testing shall be at the Contractor’s expense.

SS.12. GENERAL EXCAVATION

General excavation shall be in accordance with TS 2.10.

It includes saw cutting, the removal of all materials (earth, asphalt, concrete, etc.) for the excavation of soft spots and void areas, impressed concrete, concrete walkways,
asphalt in boulevard, the construction of ditches and any necessary ditching required to improve existing drainage. Also included is the excavation for roadway failure and restoration including grading and saw cutting. All materials shall be loaded, hauled and disposed of, off the site, as directed. All costs to dispose material off site will be at the Contractor’s expense.

The temporary repair material shall be excavated to a depth in accordance with the existing concrete road base or granular material. All costs for excavating the temporary asphalt pavement and backfill material (including Granular Materials as required) and compacting the sub-base material shall be included in the price bid for the supply and placement of HL8 (HS) Asphalts.

Where the existing pavement structure has been overlaid several times, resulting in excessive thicknesses, the Contractor shall excavate the temporary repair material to a maximum depth of 350 mm (millimetres) for composite pavements and 300 mm deep strength pavements.

Payment

Payment will be made at the unit price bid for these items and will be compensated in full for all labour, equipment and materials necessary to do the work as specified herein.

SS.13. MATERIAL HANDLING

Excavated material and debris shall be transported and disposed of at the Contractor’s expense.

When hauling excavated material, a tarpaulin shall be used for covering trucks that haul excavated material in accordance with Section 4 of By-Law No. 20298 (the Garbage By-Law).

The Contractor may choose to use a disposal box on site where sufficient space exists or use daily haulage. Sites are to remain free of litter and construction debris.

The Contractor will at all times provide sufficient equipment and/or labour to remove all material being excavated simultaneously with the excavation thereof, and equipment for this purpose will be restricted to operate only from or on the roadway proper. Materials and equipment must be confined to one side of the street only and stored so as not to interfere with visibility and/or corner movements of traffic.

SS.14. DUST AND MUD CONTROL

Close control must be employed to keep dust from forming and blowing. Where conditions are such that mud is tracked onto existing pavement or onto adjacent streets, the Contractor will be required to clean all fouled pavement daily as directed by and to the satisfaction of the Contract Administrator. The cost of all such cleaning measures shall be borne by the Contractor.
SS.15. SITE CONDITIONS AFTER HOURS

The Contractor shall:

- Ensure deep milling areas (50 mm and more) are paved the same day with HL8 / HL8(HS);
- Complete the placement of concrete on Arterial and Collector Roads before 12:01 pm to allow the full opening of lanes for rush hour traffic.
- Top all areas with HL1 on Arterial and Collector Roads and HL3 on Local Roads the same week in which the work was carried out, such that all milling areas and patch repairs are topped before the weekend.
- Top all catch basins, maintenance chambers, curb and gutter and pavement failure areas. All areas shall be topped off in the same week in which the work was carried out.
- Apply and maintain reflective paint to all exposed vertical edges in the roadway, that are up to 40 mm high, to ensure visibility. Ramping shall be done for vertical edges greater than 40 mm at no additional cost to the City.

SS.16. STEEL PLATES

At the sole discretion of the Contract Administrator, steel plates may be used when conditions prevent the reopening of any part of the road during peak hours. The Contractor may use steel plates ramped with asphalt for one (1) night temporary accommodation for each site to allow setting of the cement mortar. The cost of any temporary accommodations is included in the unit bid prices.

SS.17. WORK RECORDS

Material packing slips shall be submitted daily.

All work records shall be prepared by a representative of the Contract Administrator and shall report all applicable measurements, dimensions, tonnages and any other items for payment on the relevant forms. Such forms must be reconciled with and signed by the Contractor’s representative.

SS.18. CONTINGENCY

This Provisional Sum is included in the Contract to cover the cost of any extra work required as directed by the Contract Administrator. This item will only cover work that is not covered by a Bid Item in the Pricing Form. All other work will be done on a cost-plus basis as outlined in G.C.8.02.04 of the General Conditions, and under the Labour rates submitted with the Pricing Form. All extra work must be pre-approved by the Contract Administrator before undertaking the work and for authorization of payment.
SS.19. PARKING METERS, TRAFFIC POSTS & SIGNS, ETC.

The Contractor shall reinstall all parking meters, traffic posts & signs, etc. during the construction of curbs and sidewalks. Any parking meters, traffic posts & signs, etc. that have been removed by the Contractor during the construction shall be the responsibility of the Contractor (to remove, collect, store, and safe-keep) until such time as the reinstallation of same is complete.

Litter containers, Toronto Parking Authority Pay Display ticket dispensers, and any other street furniture must not be removed by the Contractor unless advised otherwise by the Contract Administrator.

Costs incurred as a result of theft, damage or any other incident involving all or part of the above-noted hardware will be deducted from the Contractor's Progress Payment Certificate.

Payment for the re-installation of all parking meters, traffic posts & signs, etc. shall be made at the unit price listed for which the work was carried out in the Pricing Form. Such payment shall be full compensation for all labour, equipment and materials necessary to complete the work as specified herein.

SS.20. DELIVERY OF NOTIFICATION CARDS/LETTERS

Prior to the initiation of work on any street, the Contractor shall notify ALL residents who will be affected by the upcoming construction. Copies of the Information Bulletin and the Construction Notice will be supplied by the City and shall be distributed by the Contractor's forces. The Information Bulletin must be distributed 14 days prior to the actual start of work in each street. The Construction Notice must be distributed at least two (2) working days prior to starting various phases of work. The Contractor shall provide written confirmation to the Contract Administrator of compliance with these stipulations within two (2) days of the delivery.

SS.21. NIGHT, WEEKEND OR STATUTORY HOLIDAY WORK

The Contract Administrator reserves the right to direct that any work on main thoroughfares may have to be carried out at night between the hours of 7:00 p.m. and 7:00 a.m. during weekends or on statutory holidays with due regard to Hospitals, Hotels, Business places and Residential Areas.

The Contract Administrator will determine whether works will be undertaken on days, nights, weekends or on statutory holidays. Should such work be required, the Contractor will be compensated for the shift premium for the labour costs only. The compensation shall be 50% of the cost of the labour for the required work and shall be based on the labour rates submitted within the Pricing Form of the contract. All weekend, night or statutory works will be paid under the appropriate item in the Contract and as such, no additional payment will be made for nights, weekend or statutory holiday work for Material and Equipment.
The Contractor will also be paid a Plant Opening Fee, when applicable, provided that the original invoice is submitted. All Plant Opening Fees shall be reviewed and approved by the Contract Administrator, prior to commencement of work.

Should the Contractor use their own material Plants, then, the cost for plant opening shall be limited to the incremental costs incurred by the Contractor to open the plant during off hours.

**SS.22. ROADSIDE RESTORATION - Sodding and Paving**

The Contractor shall replace sod on lawns within five (5) working days and asphalt paving on driveways, roadways, etc., within seven (7) working days of the completion of the sidewalk and curb at any particular location, unless otherwise instructed or approved.

**SS.23. IDENTIFICATION STAMP**

The Contractor shall mark with an approved stamp at each end of the work, at each tenth bay for sidewalks and on curbs as per City Specifications, and all other places directed by the Contract Administrator. The stamp shall be legible and located on the center of the bay parallel to a transverse joint.

The stamp shall identify the Contractor's name and the year of construction in accordance with Toronto Standard Drawing T-310.010-7. Where the Contractor has named a Sub-Contractor, the stamp shall bear the Contractor's name and year of construction. Repaired work bearing the Sub-Contractor's name or no identification stamp shall be replaced at the Contractor's expense.

**SS.24. COLD WEATHER PRECAUTIONS**

**Concrete**

When the air temperature is at or below 5°C or when there is a probability of it falling to the limit during placing, and from November 1st to the end of the contract in any case, the temperature of concrete during placement must be controlled and maintained as per TS 1350.

When instructed by the Contract Administrator, special arrangements shall be in readiness to maintain the temperature of the concrete. All costs of cold weather precautions within the completion time stipulated in the contract document, shall be included in the unit price.

In the event, the Contract Administrator agrees to an extension of contract time as set out in Section 5 – General Conditions of Contract GC 3.07 and the extended time requires cold weather precautions, the cost of winter handling shall be paid by the City as an extra work in accordance with the General Conditions of Contract. The cost of such extra work shall be limited to surcharges in concrete material, thermal blankets, and labour to place and remove thermal blankets, no other additional payments will be made.
Asphalt

When the ambient air temperature is at or below 2°C or when there is a probability of it falling to the limit during placement and from November 1st to the end of the contract in any case, the temperature of the bituminous mixture during placement on road shall be between 135°C and 165°C.

When instructed by the Contract Administrator, special equipment shall be in readiness to maintain the temperature of the asphalt and/or to raise the temperature of the existing road surface.

The use of pre-heaters will be required whenever the above conditions exist. Any and all costs associated with cold weather precautions shall be included in the unit price within the completion time stipulated in the contract document.

In the event, the Contract Administrator agrees to an extension of contract time as set out in Section 5 – General Conditions of Contract GC 3.07 and the extended time requires cold weather precautions, the cost of pre-heating shall be paid by the City as an extra work in accordance with the General Conditions of Contract.

SS.25. UNAUTHORIZED USE OF FIRE HYDRANTS

The Contractor shall note that any unauthorized use of fire hydrants will be subject to penalties as set out under the City of Toronto, Water Supply By-Law #851 dated January 1, 2008.

SS.26. INSTRUMENTATION AND RECORDING EQUIPMENT

It is the Contractor’s responsibility to ensure that the handling of any instrumentation and recording equipment or related peripherals found within the structure, shall under the supervision of an inspector or other City representative, be temporarily secured and fully protected by the Contractor’s forces while repairs are in effect and upon completion of work. The Contractor will be billed for any damages not identified or originally reported to the City inspector or as a result of negligence in ensuring adequate protection.

SS.27. PRIVATE WORK

The Contractor is advised that under no circumstances shall the General Contractor or any Sub-Contractors, solicit or engage in any private work, in the work area, while under contract with the City, unless authorised by the Contract Administrator.

SS.28. MATERIALS FROM DESIGNATED SOURCES

The following materials shall be provided by the Contractor only from manufacturers and suppliers on the current Ministry of Transportation, Ontario “Manual of Designated Sources for Materials”. Other materials may be approved by the Contract Administrator:
SS.29. DESIGNATED SUBSTANCES

If Asbestos is known to be present in the surface and/or base course of pavements within the scope of this contract, the following procedures shall be followed by the Contractor:

1. Procedure for Removing the Asbestos-Containing Pavement

   The Contractor (constructor) must comply with O. Reg. 278/05 “Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations”.

   To control the spread of dust and fibers during milling operations, the Contractor shall apply wetting of the asbestos-containing pavement throughout the milling operations.

   The Contractor will mill the existing asphalt pavement up to a depth specified by the City using milling and removal procedures as stated in this section as well as in section SS.28. Also, all asphalt driveways must be removed at the same time. All adjustments and repairs on driveways, sidewalk, curb/gutter and catch basins shall be completed after the milling of existing asphalt pavement and placement of the new base course.

   Under no circumstances will the stockpiling of asbestos-containing material be allowed at the site.

2. The Ministry of Labour operational approach

   As per the latest Ministry of Labour operational approach, measures and procedures, as outlined in Reg. 278/05, are to be followed in the performance of the work, as follows:

   - Measures and procedures for Type 1 operations may be applied for operations carried out with power tools if it is attached to dust-collecting devices equipped with HEPA filters or if the asbestos-containing asphalt is wetted to control the spread of dust or fibres.
For non-classified operations, such as scarifying, milling, etc., measures and procedures for Type 1 operations may be applied if the equipment is attached to dust-collecting devices equipped with HEPA filters or if the asbestos-containing asphalt is wetted to control the spread of dust or fibres.

3. Measures and Procedures for Type 1 operations

The Contractor shall carry out the asbestos-containing pavement removal operations in such a way that the measures and procedures for Type 1 operations can be applied. In the event that a circumstance arises in which the Contractor cannot control dust (through either the attachment of HEPA-filtered dust collecting devices to the equipment or wetting), the City’s representative must be notified and Type 2 measures and procedures must be followed during the performance of the work.

The Contractor (constructor) must provide written notice of measures/procedures to be followed when performing the work to the Contractor’s (constructor’s) joint health and safety committee/health and safety representative.

(a) Training

Workers on the project must be trained in:

- the hazards of asbestos exposure
- the use, care and disposal of protective equipment and clothing to be used and worn when doing the work
- personal hygiene to be observed when doing the work
- the measures and procedures prescribed by the Regulation

A letter shall be supplied to the City a week prior to the start of asbestos removals outlining the compliance with the Health and Safety training.

(b) Respirators

As per Paragraph 12 of Section 14, O. Reg. 278/05, if the Contractor’s workers request respirators, the Contractor shall provide the workers with respirators. The respirators shall be as described in Section 13 and Table 2, O. Reg 278/05.

The workers who are using respirators shall follow the instructions described in Section 13, O. Reg. 278/05.

To address heat stress during hot weather, the Contractor must develop a hot weather plan and ensure that the plan is followed.

(c) Protective Clothing
As per Paragraph 13 of Section 14, O. Reg. 278/05, if the Contractor’s workers request protective clothing, the Contractor shall provide the workers with protective clothing. The protective clothing shall be as described in Paragraph 12 of Section 15, O. Reg. 278/05.

The workers who are using protective clothing shall follow the instructions provided in Paragraph 14 of Section 14, O. Reg. 278/05.

To address heat stress during hot weather, the Contractor must develop a hot weather plan and ensure that the plan is followed.

(d) Eating and Drinking Prohibition

The Contractor shall advise their employees of the prohibition against eating, drinking, chewing or smoking in the work area.

(e) Dust Control

The spread of dust from the work area will be prevented by the following dust suppressant control measures:

- Wetting down the work area prior to the start of operations.
- Continued wetting throughout the duration of the operation by means of the equipment’s own wetting-down mechanism, in the case of the milling machine, and an available water truck.
- Wetting down and cleaning road surface prior to re-opening the road.

Under no circumstances will compressed air be allowed for any dust cleanup.

(f) Facilities for washing

The Contractor will be required to have facilities on site for the washing of hands and face. All workers will be advised to use these facilities when leaving the work area.

(g) Transportation of Dust and Waste

Dust and waste shall be deposited in a truck covered with a tarpaulin. The truck load shall be identified as asbestos waste, as required by R.R.O. 1990, Reg. 347. and described within this document.

Considering local roads, the Contractor is permitted to use regular dump trucks with tarpaulin to carry milled asbestos-containing asphalt from the job site to an approved local transfer station within Toronto. The dump trucks must carry a caution sign and the wording for the sign shall be: “CAUTION! Asphalt containing minimum 0.5% Asbestos”. Further transportation of this asbestos waste from the transfer station to the approved disposal site shall be done using approved carriers and in accordance to R.R.O. 1990, Reg. 347.
The following documentation must be submitted by the Contractor prior to start of a milling operation which must clearly indicate ‘Asbestos-Containing Material (ACM)’ or Asbestos Waste in Bulk:

- Certificate of Approval or Provisional Certificate of Approval from MOE for the transfer station.
- Certificate of Approval or Provisional Certificate of Approval from MOE for the Waste Management System (carriers) to carry asbestos waste from transfer station to the disposal site.
- Certificate of Approval or Provisional Certificate of Approval from MOE for the Waste Disposal Site.

(h) Disposal of Removed Asbestos-Containing Pavement Material

The asbestos-containing millings must be disposed at an approved MOE disposal site for asbestos and asphalt material. All costs associated with this work, including but not limited to the cost of haulage and all associated dump fees, shall be included in the appropriate bid items. No separate payments shall be made. Contractor shall be responsible for providing the copies of the weigh tickets from the transfer station and the disposal tickets produced from the disposal site to the City.

SS.30. VEHICLE RELOCATION

The Contractor shall not undertake vehicle relocation without the express authority of either the Toronto Parking Enforcement Unit or the Toronto Police Services.

Where work is planned, the Contractor is required to give the Parking Enforcement Unit 48 hours advance notice to schedule a Parking Enforcement Officer to be on site. The relocation of any vehicle will be the sole responsibility of the Contractor.

Arrangements for a Parking Enforcement Officer can be obtained at 416-808-1645 (from the West District) and 416-808-1670 (from the East District). At both numbers, ask for the Shift Supervisor.

The cost to provide towing services shall be inclusive of any travelling time, additional towing devices and minimum charges. A copy of the Towing Services invoice shall be submitted as proof of service and verification of hours.
SS.31. NOTIFICATION, PERMITS AND APPROVALS

SS.31.1. TRANS-NORTHERN, INTERPROVINCIAL, SARNIA PRODUCTS AND SUN-CANADIAN OIL PIPELINES

The Contractor shall note that for any location where Trans-Northern, Interprovincial, Sarnia Products and Sun-Canadian Oil Pipelines are situated in the right-of-way, no Construction Operations shall commence in any of these areas until the Contractor has contacted the pipeline authority to either obtain the necessary permit or approval to work in the pipeline zone (30m) from the pipe.

Note: Construction Operations are defined as related to Ground Disturbance activities can include, but are not limited to the following under Ref.CSA Z247 Damage Prevention for the Protection of Underground Infrastructure:

- digging
- excavation
- trenching
- ditching
- tunnelling
- boring/drilling/pushing
- augering
- topsoil stripping
- land levelling/grading
- plowing to install underground infrastructure
- tree planting
- clearing and stump removal
- subsoiling
- blasting/use of explosives
- quarrying
- grinding and milling of asphalt/concrete
- seismic exploration
- driving fence posts, bars, rods, pins, anchors, or pilings
- crossing of buried pipelines or other underground infrastructures by heavy loads off the travelled portion of a public roadway

It shall be the Contractor’s responsibility to contact each pipeline company for a stakeout of these utilities and make arrangements to have their inspectors on-site at all times during work within these areas. The cost of any inspection will be borne by the Contractor. All Construction Operations shall be done in a manner that meets the requirements as set out in the permit, the National Energy Board Regulations and any additional requirements as determined by the pipeline inspectors. The cost of the inspection will be borne by the Contractor. Work in the vicinity of the pipelines shall not begin until the Contractor has received the necessary permits and approvals. The Contractor shall furnish the Contract Administrator a copy of any permits.
Note: Permits must be on site by any Contractor or Sub Contractor working within 30m of the pipeline zone.

Trans-Northern Stakeout Phone:  1-(800)-361-0608 (Emergency line)  
                              905-678-2261 ext. 309 (Non-Emergency Line)

Enbridge Gas Stakeout Phone:  1-(866)-763-5427

Enbridge Liquid Crude Oil Stakeout Phone:  1-(519)-337-8490 (Emergency Line)  
                                          1-(877)-420-8800 (Emergency Line)

Sun-Canadian Stakeout Phone:  1-(905)-690-5617 (Direct Line)  
                               1-(800)-263-6641 (Alternate line-Main)

Sarnia Products Stakeout Phone:  1-(905) 689-6652 (Call Collect)

SS.31.2. IDENTIFICATION OF LOCAL M.O.E OFFICE

Any notification to the Ministry of the Environment (M.O.E.), that is required elsewhere in the Contract shall be provided to 5775 Yonge Street, North York, Ontario M2N 4J1, Tel: (416) 326-6700.

SS.31.3. LIQUID PROPANE

In accordance with the Technical Standards and Safety Act, Ontario Regulation 211/01, a copy of the LP Certificate for the onsite crew member must be submitted at the preconstruction meeting.

SS.31.4. CRANE AND MANLIFTS - SAFE OPERATING PRACTICES

When work which requires the use of a crane, boom or similar equipment is to be operated within close proximity of Hydro or Transit overhead lines, regardless of line voltage, the Contractor must give the appropriate authority 48 hours advance notice. The Authority will decide whether insulating hose is necessary and any charges for protection thus installed will be paid by the Contractor.

SS.32. MATERIAL MIX DESIGNS

The Contractor shall provide a complete mix design submission to the City for each specific mix as specified therein. Concrete mix designs submissions shall conform to TS 1350 as amended.

The successful bidder will receive the name(s) of the City of Toronto's material testing consultant. All required mix designs used in this contract must be approved by this consultant.

For the purpose of this contract, the following materials may require mix designs:
1) HL8 Asphalt  
2) HL8 (High Stability) Asphalt  
3) HL1 Asphalt  
4) HL3 Asphalt  
5) HL3 (Fine) Asphalt  
6) Superpave 12.5 Ontario Traffic Category "C" , OPSS. MUNI 1151  
   (if required by the Contract Administrator)  
7) Superpave 19.0 Ontario Traffic Category "C" , OPSS. MUNI 1151  
   (if required by the Contract Administrator)  
8) 32 MPa Concrete @ 28 days (Cement Type – GU)  
9) HL3 Modified (if required)  
10) High Early Strength Concrete 32 MPa @ 7 days (Cement Type – HE)  
    (if required)  
11) High Early Strength Concrete 32 MPa @ 24 hours (Cement Type – GU)  
    (if required)  
12) 12 Bag Mix Concrete  
13) Crack Sealant Compound (if required)  

The Contractor shall provide a complete mix design submission to the City, for each specific concrete mix, prior to the placement of that mix on the contract. A complete mix design submission consists of:  

   a) Either a completed City of Toronto Concrete Mix Design Submission Form A; or  
   b) A completed City of Toronto Concrete Mix Design Submission Form B; and  
   c) Supporting documentation including all current material quality test data, for the mix design and for component materials, required by the contract.  

Concrete Mix Design Submission Forms A or B shall identify all materials to be used in the concrete; no material shall be used in the concrete without the knowledge of the Contract Administrator. Forms will be available to the successful Contractor during the pre-construction meeting. Please refer to TS 1350 for complete instructions when completing forms.  

The Contractor shall produce Mix Designs of various asphalt mixes using Asphalt Cement that conforms to the requirements OPSS.MUNI 1101 November 2013 – Material Specification for Performance Graded Asphalt Cement and it’s Amendment stated in City of Toronto’s Special Provision No. RD41S01 November 2015. The submitted mix designs shall be reviewed by City’s Quality Assurance consultant and must be approved prior to placing any asphalt mixes.
The City of Toronto shall bear the cost of the Contractor’s submitted initial mix design per material category for consultation. In the event, a submitted mix design is rejected by the consultant or the Contractor requires additional supplier(s), the Contractor will be responsible to resubmit and pay for all costs incurred by the consultant, until an approved mix design has been accepted. The City will deduct such costs from the Contractor’s monthly payments.

The Contractor may, if he so desires, purchase materials, which require approved mix designs, from alternate sources. Any alternate source supplier must have a mix design submitted for approval by the City of Toronto’s material testing consultant. The cost of this alternative submission shall be completely borne by the Contractor.

All mix designs submitted by the Contractor for approval by the consultant, must be faxed to (416) 394-6078 or sent via e-mail to the Contract Administrator.

The Contractor understands that only approved mix design suppliers will be allowed to supply materials on this contract. Materials supplied by those other than approved suppliers will be removed and replaced by the Contractor at the Contractor’s expense. Failure to adhere to the above-noted condition will result in a complete job shut down until all offending materials are removed. Compensation for total shut down will not be accepted by the City of Toronto.

Approved mix designs are a requirement of this contract, and thus, no work will commence until all approvals are in place and have been received by the Contract Administrator.

It is expressly understood that the City of Toronto will not consider payment for the creation of any mix design.

**SS.33. MODIFICATION TO CITY OF TORONTO TS1003 AND TS1150**

Aggregates for use in all surface course mixes shall not include reclaimed asphalt pavement or any other deleterious material.

All surface course asphalt mixes must be designed with a minimum 5.0% PGAC content.

**SS.34. PAYMENT FOR UNACCEPTABLE CONCRETE STRENGTHS / THICKNESSES**

**A. CONCRETE STRENGTHS**

Concrete used in this contract shall conform to the current City of Toronto Specifications TS 1350.

Concrete that has been deemed unacceptable shall be divided into lots and sub lots as follows:

**Road Base**

The concrete road base shall be divided into lots of up to 1,000 m² or daily production
if less than 1,000 m².

**Concrete Curb and Curb & Gutter**

The concrete curb and curb & gutter shall be divided into lots of up to 200 m or daily production if less than 200 m.

**Concrete Sidewalk and Concrete Raised Median**

The concrete sidewalk and concrete raised median shall be divided into lots of up to 1,000 m² or daily production if less than 1,000 m².

An unacceptable lot is a lot in which at least one of its sub-lots is unacceptable. An unacceptable sub-lot is a sub-lot represented by one or two cores that fail to meet the compressive strength requirements. Unacceptable lots shall be removed and replaced at the Contractor’s expense. Unacceptable lots will not be eligible for full payment.

Where the Contract Administrator permits the work to remain in place, a price adjustment will be calculated in accordance with the following:

NOTE: If an individual strength test is more than 3.5 MPa below the specified strength, the Contractor is required to remove and replace the corresponding lot at their expense.

Price adjustments for unacceptable lots are as follows:

1. Greater than or equal to 100% of specified compressive strength: No price adjustments.
2. Up to 3.5 MPa below specified compressive strength: the following formula shall be used for price reduction.

\[
\frac{(Actual \ Strength)^2}{(Specified \ Strength)^2} \times 100
\]

3. More than 3.5 MPa below specified compressive strength: Full lot removal and replacement at Contractors’ expense.

**B. CONCRETE THICKNESSES**

An unacceptable lot is a lot represented by the mean concrete thickness for a lot that fails to meet the acceptable thickness requirements. Unacceptable lots shall be removed and replaced at the Contractor’s expense.

Where the Contract Administrator permits the work to remain in place, a price adjustment will be calculated in accordance with the following. Unacceptable lots will not be eligible for full payment.
Price adjustments for unacceptable lots are as follows:

1. Greater than or equal to 100% of specified thickness: no price adjustments.
2. 100 percent of specified thickness to 95 percent of specified thickness (90% for sidewalks): the following formula shall be used for price reduction.

\[
\frac{(Actual\ Thickness)^2}{(Specified\ Thickness)^2} \times 100
\]

3. Less than 95 percent of specified thickness (90% for sidewalks): Full lot removal and replacement at Contractors’ expense.

The cost of core tests shall be borne by the City of Toronto unless the results indicate a thickness deficiency of 5 percent or more, in which case the Contractor shall bear all costs of testing.

SS.35. APPROVAL OF READY MIX CONCRETE OPERATION

Each Ready Mix Concrete Operation used in the production of concrete shall be certified that it conforms to the applicable General Specification or that it meets the requirements of the Ready Mixed Concrete Association of Ontario for Concrete Plant Certification.

The ready mix concrete supplier must provide the Contractor with a valid Certificate of Concrete Production Facilities as issued by the Ready Mix Concrete Association. In addition the concrete supplier must certify that all materials incorporated in the mix designs meet current CSA A23.1 requirements. Form “A” must be completed and submitted to the Contract Administrator or if directed to the testing consultant under contract to the City of Toronto, for approval, prior to commencing any work on this contract.

Prior to the use of the concrete batching plant for this Contract, the Contractor shall provide documentation of compliance with the above requirement bearing the seal and signature of a Professional Engineer who is licensed by the Professional Engineers of Ontario.

When a Ready Mix Concrete Operation has been previously used on another City of Toronto Corporation contract in the same year, it does not require re-certification.

Note: Mobile mixers will not be permitted

SS.36. PROTECTION OF CONCRETE

The Contractor shall be responsible for the protection of the freshly placed concrete by whatever means they see fit. Concrete sidewalk or curb found to be vandalized or defaced, in any way, shall be replaced by the Contractor at the Contractor’s expense.
SS.37. COMPACtion

Material placed and compacted shall meet compaction standards as per all City of Toronto, Transportation Services, Standard Construction Specifications and Drawings for Roads and any associated OPSSS Standards.

The unit price shall include compaction of all granular and/or asphaltic concrete materials as specified. The maximum allowable lift for asphaltic material will be 50 mm using vibratory roller equipment.

Where the road cut cannot sufficiently accommodate the above noted compaction equipment, the Contract Administrator may approve the use of a plate tamper on lifts no greater than 25 mm.

Repair areas that have been compacted using unspecified equipment and/or methods shall be subjected to compaction testing. All test results will be averaged out, and in the event they fail to meet City of Toronto Standards, the Contractor will remove all materials associated with the repair at his own cost. Failed areas shall be removed and replaced within two (2) working days of notification by the Contract Administrator, after which liquidated damages, as per Section 5A, Specific Conditions of Contract, Subsection 15 Liquidated Damages, will apply.

A “Stop Work Order” will be issued by the Contract Administrator or his representative, in the event compactable lifts exceed the maximum allowed under this contract. The first incident shall be subject to liquidated damages as set out above. The second and subsequent incidents will result in immediate shut down of all work until further notice. Compensation for de-mobilization, additional equipment, materials, and lost time will not be entertained by the City of Toronto. Also, all costs incurred by the City of Toronto with respect to testing will be deducted from the Contractor’s progress payment.

SS.38. SUPPLY, PLACE AND COMPACT GRANULAR “A” MATERIAL

Under this item, the Contractor shall supply, place and compact Granular “A” material in roadways, boulevards, driveways, shoulders, traffic islands, under sidewalks and curb or curb and gutter as directed by the Contract Administrator. In addition, the Contractor may be required to remove additional material of fill depressions to establish a granular sub grade. These additional cuts or fills to a maximum depth of 225 mm shall also be included in this item.

The Contractor shall note that the placement of Granular “A” material will not commence until the Contract Administrator’s representative has confirmed that the compaction and grade of the sub grade is correct.

All Granular “A” material shall conform with Specification TS 1010 and shall be placed in maximum 75 mm layers; each layer will be compacted to 100 percent of the Standard Proctor Maximum Dry density. Vibratory plate tampers not less than 145 kg shall be used on areas less than 25 m².
In driveways and boulevards, the depth of graded Granular “A” will be 150 mm or less and 100 mm or less respectively. The Contractor shall note that the depth of stone required shall be controlled by the existing sub grade and as directed by the Contract Administrator. In addition, this item does not replace the already existing leveling course required under the specified items in the contract.

**Measurement and Payment**

Measurement will be made in Mg. of material actually placed.

**SS.39. SAW CUTTING**

The requirements for saw cutting to all pavement types, regardless of depth, shall be considered incidental to all related items of work, and shall be included in all unit price bids. No additional payment will be made.

The Contractor is required to complete all saw cutting in a neat and safe manner, with excess cutting debris removed and site cleaned. Saw cutting on the road surface shall be accomplished by using a self propelled, water lubricated mechanical saw with a minimum of 15 kw power. Hand held portable saws will not be permitted for this use.

Saw cutting beyond the marked out areas will be repaired at the Contractor’s expense. Repeated incidents of over cutting will result in a “stop work order” issued by the City and the Contractor will be prohibited to continue until further notice.

When permanent restoration is performed on concrete composite pavement, the asphalt and concrete base structure of the road shall be cut back beyond the intended cut width to a minimum of 300 mm on each side as per TS4.60.

**SS.40. SUPPLY AND PLACE 12 BAG MIX CONCRETE ROAD BASE**

The Contractor is advised that the concrete portion of this contract will have the following Metric requirements. The concrete will be a 12 bag mix (40 kg/bag, 480 Kg per m$^3$) mix with 19 mm nominal aggregate size, 6% ± 1% air content, 2 % calcium chloride added to the mixing water when the air temperature is below 10$^0$ C (50$^0$ F), slump of 60+/−20 mm and contain no set retarding admixtures or other admixtures which in effect retard the set. The concrete will, in all other respects, comply with TS 1350.

Concrete shall be delivered to the work site and discharged within 1 1/2 hours after the introduction of the mixing water to the cement and aggregates or before the drum has been revolved 300 revolutions whichever comes first. The Contractor must produce a copy of the delivery ticket for inspection before unloading at the site. This ticket will have as a minimum, the time the truck was loaded, the number of bags of cement per cubic metre, the maximum aggregate size, slump, percent of air content, and percent of calcium chloride added.

The concrete truck must be capable of discharging concrete with a 60+/−20 mm slump without manual assistance.
The sub-base must be thoroughly soaked with water five (5) minutes before placing the concrete. The Contractor shall place the concrete in the excavation with the use of vibrators in accordance with CSA A23.1 and screed the surface. 10 to 15 minutes after screeding the concrete, a white pigmented, M.T.O. approved, concrete curing compound shall be applied.

The concrete will then be protected from traffic for a minimum period of four (4) hours during which time it shall NOT be subject to LOADING CONDITIONS OF ANY TYPE.

After the four (4) hour set period, the asphalt may be placed. Where required by the Contract Administrator, or his representative, and only where requested, the Contractor must use concrete with a 0 mm slump placed and compacted in two (2) layers.

Also, where requested, the Contractor must place the asphalt on this repair immediately and where requested, allow traffic on this repair immediately.

The unit for payment shall be in square metres. The length and width measurements shall be taken to the nearest one hundredth (0.01) of a metre. Also, the thickness of the concrete shall be measured and recorded in millimetres (mm). The concrete road base placed shall have a thickness of 200 mm. Concrete shall be placed at a thickness greater than 200 mm, only when and where directed by the Contract Administrator.

The unit price bid for concrete road base shall be based upon a 200 mm thickness.

Payment for concrete placed at depths more or less than 200 mm will be pro-rated using the appropriate price bid items.

Measurement of the concrete base shall be the actual area of cut repaired thereby deducting areas of the maintenance chambers, catch basins or valve chamber tops incorporated in the repair area.

The unit price bid for this item shall be compensation in full for the work specified herein including all excavations, removal and disposal of existing materials offsite.

SS.41. REPAIRS TO CONCRETE SIDEWALKS, CROSSWALKS, LANEWAYS, & BUS BAYS

With full depth expansion and contraction joints and drainage devices, the excavation, over break adjacent to the curb including the cutting and squaring of the existing asphaltic concrete roadway surface, removal and disposal of excavated materials, as required, the supply, placing and finishing of the concrete and the restoration of the affected areas with the supply, placement and finishing of 32 MPa concrete base pavement and the supply, placement and compaction of HL1 or HL3 asphalt

The appropriate bid item shall include the cost of replacing the curb when the curb has been placed monolithically with the sidewalk.
To ensure proper compaction, a minimum of 300 mm over break must be included in the unit bid price. An additional 50 mm overlap of the final asphalt repair must complement all road base repairs when replacing the curb in conjunction with the sidewalk.

**Concrete surfaces are to be repaired with steel broom finish and shall be replaced to the extent and type directed by the Contract Administrator. Before new concrete is placed, all exposed edges of existing concrete shall be thoroughly cleaned by the Contractor to the satisfaction of the Contract Administrator.**

The concrete in sidewalk, crosswalk and lane pavement cuts shall be as specified for 32 MPa concrete. The repairs shall be protected for a minimum of 24 hours before being subjected to traffic.

The concrete shall be placed on the same day the repair is commenced, unless otherwise approved by the Contract Administrator. In certain cases, the Contractor may be directed to use “high-early-strength” concrete in order that the repaired road can be opened to traffic as early as possible.

The Contractor shall protect building faces, fences, newspaper boxes, signs, etc., adjacent to the concrete surface being repaired, from any splashed concrete and shall immediately clean such surfaces of any splashed concrete.

The scaling of concrete including but not limited to sidewalk, pads, steps and walkways will be monitored over the 24 months warranty period. Where the scaling appears significant by the sole opinion of the Contractor Administrator, the Contractor shall replace all such defective concrete sections at no additional cost to the City.

The measurement made shall be the actual area repaired. The area of all incomplete maintenance chambers, catch basins, or valve chamber tops in the repair area will be deducted from the actual area.

For concrete sidewalk, measurements shall be made to the nearest one-hundredth (0.01) of a square meter (m²). This item may include sidewalk accessibility ramps as well as standard concrete sidewalk with or without monolithic curb. Where curb and sidewalk are placed together, the measurement shall be taken from the top outer edge of the curb to the back of sidewalk. Further, at locations where sod is removed adjacent to the sidewalk or sidewalk accessibility ramps, sod (300mm wide) shall be replaced as part of the repair and included in the unit price bid.

All Water Valve Box Tops or Shut Offs of any kind must be wrapped in 18 mil plastic prior to placing concrete. The plastic wrapping must be removed 24 hrs after finishing the concrete surface.
Payment at the Contract unit price for the appropriate bid item shall include full compensation for all labour, equipment and material required to do the work, including the excavation, removal and disposal of existing Granular “A” bedding, placing 50mm new Granular “A” levelling course and grading required to match or bend to the existing or proposed grades, saw-cutting, and supplying, hauling, placing and finishing concrete.

**SS.42. TACTILE WALKING SURFACE INDICATORS**

The contractor shall supply and install Tactile Walking Surface Indicator plates at the pedestrian ramps as per Toronto Standard Specifications TS 3.70.05.05, TS 3.70.07.15, TS 3.70.07.15.01 and TS 3.70.10.03 and the Standard Drawings T-310.030-7, T-310.030-8, T-310.030-9, T-310.030-10 and T-310.030-11. The Contractor’s work shall include all hardware necessary to connect the plates with no additional cost to the City.

All plates must be installed level to the surrounding sidewalk surface and within +/- 3 mm tolerance. Plates found defective and/or improperly installed shall be removed and replaced and the cost to be borne by the Contractor.

The unit bid price for this item shall be full compensation for all labour, equipment and material to do the work. Payment shall include the supplying and placing formwork, the supplying, placing, consolidating and finishing of the concrete, the supplying and placing of tactile walking surface indicators, and the curing and protection of the concrete curb, gutter and sidewalk.

The corner radius at the intersections varies from location to location. The City of Toronto will neither provide corner locations in advance nor supply any radii measurement to the Contractor. It will be the sole responsibility of the Contractor to conduct survey and make assessment to retrofit corners with appropriate rectangular and/or radial Tactile Walking Surface Indicator plates. The City will not be responsible for restocking and/or return charges of materials. No additional payment will be made whatsoever.

The Tactile Walking Surface Indicator plates used per location will be paid by linear meter measured at the back of curb, inclusive of all the works described above.

**SS.43. REMOVE & REPLACE ALL TYPES OF CURBS**

The unit price shall include all saw cutting regardless of depth, all gutter adjustments and gutter over break adjacent to the curb including the cutting and squaring of the existing asphaltic concrete roadway surface, the removal, excavation and disposal of the excavated materials, the supply, placing and finishing of the concrete and the restoration of the affected areas with the supply, placement and finishing of 32 MPa concrete base pavement and the supply, placement and compaction of hand laid HL1 or HL3 asphalt depending on Road Classification.
Curb, all types, shall include but not be limited to curb monolithic with 100mm concrete brick paver base, free standing curb, curb monolithic with concrete road base etc.

Where determined by the Contract Administrator, the removal and replacement of concrete curb or curb and gutter shall be made in areas adjacent to a cut where the curb has been removed, or damaged. In addition, curb, curb and gutter shall be removed and replacement beyond the cut area where the grade of the curb or curb and gutter requires adjustment. When replacing curb or curb and gutter at existing catch basin locations, the Contractor must use reinforcing bars as per Toronto Standards and Specifications. At all locations where sod is removed adjacent to the curb, sod (300 mm wide) shall be replaced as part of the curb repair and included in the unit price bid for curb or curb & gutter. To ensure proper compaction, a minimum of 300 mm over break must be done on the roadway for replacing existing curb with a new curb or existing curb & gutter with a new curb & gutter. In case of replacing existing curb with the new curb & gutter, a minimum 600mm over break from the face of the existing curb must be done on the roadway. Over breaks of 300 mm, and its proper restoration, will be paid under the curb unit bid price with the additional 300 mm paid under the general excavation unit bid price. An additional 50 mm overlap of the final asphalt repair must complement all road base repairs.

Curbs to be repaired in connection with repairs in sidewalks shall be replaced to the extent and type directed by the Contract Administrator.

Full depth curb forms will be required, as directed by the Contract Administrator.

All work and concrete in curb repairs shall be as specified in the Toronto Transportation Specifications Standard Drawings General Conditions.

Note: all hand placed concrete shall be mechanically vibrated.

Note: two (2) steel reinforcing bars (15 mm) are to be placed in commercial/industrial driveways and catch basins.

The face of curb shall be free of honeycombs. Otherwise it must be replaced by the Contractor at the Contractor's expense. Minor irregularities may be patched by hand with cement mortar if agreed upon by the Contract Administrator.

All work and asphaltic concrete in gutter adjustments and the repair of all gutters over break shall be as per the City of Toronto Construction Standard TS.310, using hand laid asphaltic concrete, either HL1 or HL3 depending on road classification. The finished surface shall conform closely with the level of the adjoining asphaltic concrete surface.

Upon completing the compaction of asphalt, the Contractor shall immediately pour a strip of hot rubberized asphalt around the patch to form an effective seal, or seal with
denso tape as required by the Contract Administrator.

The repair of the gutter will be performed as soon as possible after the repairs to the adjacent concrete curb have been completed. Under no circumstances will any gutter which requires repair, remain open for more than two (2) days.

Where the existing bricks are re-used, payment for this work shall be included as a part of the restoration of the curb, and thus, included in the unit bid price. Any new brick in the gutter will be paid according to the material prices.

For curb and brick gutter, all measurements shall be to the nearest one-tenth (0.1) of a metre.

Under these items, the Contractor shall saw cut, remove and dispose of the excavated material, replace reinforcing bars and sod where necessary and replace the concrete curb or curb and gutter.

Payment shall be made at the unit price bid under the respective items in the Pricing Form of Section 3 - Tender Submission Package. Such payment shall be full compensation for all labour, equipment and materials necessary to complete the work as specified herein.

SS.44. REMOVE, STORE AND RE-LAY ON SAND BEDDING, WITH DRY JOINTS, INTERLOCKING BRICK, UNIT PAVERS, PRECAST SLABS, GRANITE SETTS, FLAGSTONE, DRIVEWAY BORDER CURBS (PRE-CAST CONCRETE OR WOOD) ETC.

The unit price shall include the removal, storage and replacement, including excavation and sand bedding, as required. Decorative materials shall include interlock bricks, unit pavers, precast slabs, granite setts, flagstones, driveway border curbs (pre-cast concrete or wood) and other similar type materials all having sand or mortar bedding (as applicable), polymeric sand spreading on the finished surface, and/or mortar joints. Adequate dust control must be in place and approved by the Contract Administrator prior to cutting any brick type materials.

Decorative materials lost or damaged by the Contractor shall be replaced by the Contractor at the Contractor’s expense.

The work and materials for the repairs to interlocking concrete and granite pavers shall be as specified in TS 3.80 and T561.030-1 thru to -4.

Under no circumstances will any decorative materials, which require repair, remain un repaired for more than two (2) days after the repairs to the adjacent sidewalk, boulevard and curb have been completed.

In certain locations, the Contractor may be directed to replace the decorative materials on the day following the placing of concrete sidewalk/boulevard and curb to eliminate vibration, hazards or nuisance.
Should the Contractor fail to place decorative materials within the time limits specified in this tender, the Contract Administrator may not authorize the Contractor to commence work at other locations.

**SS.45. SUPPLY AND PLACE TOPSOIL AND NO. 1 NURSERY SOD UNSTAKED**

Where directed, prior to placing topsoil and sod, the Contractor shall re-grade the existing boulevard to the Contract Administrator’s satisfaction, to improve boulevard drainage. The re-grading shall consist of excavating a depth of 150 mm below the top of curb and the straight line projection to 150 mm below the top of sidewalk.

The Contractor shall remove and dispose off the site any excess material resulting from the re-grading operation.

Under this contract, topsoil mix shall be Triple Mix as referred in TS 5.10.

The Contractor is informed that re-grading and placing of topsoil shall be completed prior to the asphalt surface being re-instated.

The work includes removal of existing sod and earth, placement and grading of 125 mm topsoil prior to placement of #1 Kentucky Blue Grass Nursery sod or better. Sod re-instatement will be completed within two (2) weeks of surface course asphalt being placed unless otherwise authorized by the Contract Administrator. It should be noted that the Contractor will be held responsible for any sod that is damaged or rutted by the Contractor’s equipment or that of his agents.

Once the sod has been placed and rolled, it shall be the Contractor’s responsibility to water the sod, as many times as necessary, to ensure survival. Dead sod, that was the result of poor quality or installation, will be removed and replaced at the Contractor’s expense.

The Contractor is required to remove and replace all sod that is his responsibility and that has been designated as unsatisfactory by the Contract Administrator or his representative, within the guidelines set out.

**SS.46. MAINTENANCE CHAMBER, VALVE CHAMBER & CATCH BASIN CASTINGS**

**Scope**

This section covers all labour, materials and equipment to properly adjust existing maintenance chambers, valve chambers and catch basins and remove, supply and adjust new maintenance chamber, valve chamber and catch basin castings. Payment will be at the unit price bid in the Pricing Form.

**Adjustments**

Adjustment to water keys, gas drips, etc. having a diameter of less than 450 mm in sidewalk/curb surface shall be included in the unit price for sidewalk and/or curb reconstruction. Replacement of water service boxes (supplied by the Contractor as per City Specifications) shall be considered an integral part of the work of placing
asphalt and/or concrete and no payment will be made for those adjustments.

All mortar for adjustments must be of the rapid-set type. This cement must have an initial set time of no more than 10 minutes and a final set time of no more than 30 minutes. The mortar should be mixed in small quantities and its mixing and application must in every way conform to the manufacturer's specification.

In making the adjustments, the Contractor shall remove at least one level of bricks and reset them to bring the catch basin to the required grade, provided the existing bricks and catch basin walls are in sound condition.

The backfill material around the catch basin, valve chambers and maintenance chambers within the concrete base roadway shall be 12-bag mix concrete material starting from the bottom of the concrete base and finished to a grade 80 mm below the existing asphalt surface. Any additional depth of backfill required below the concrete base, shall be well compacted granular material or Unshrinkable Fill. Then a combination of either HL1 or HL3 and either HL8 or HL8 (HS) asphalt layers, shall be used for the final 80 mm in two (2) lifts to the grade of the existing asphaltic surface unless otherwise specified by the Contract Administrator. Type of backfill material and/or asphaltic surface shall be as directed by the Contract Administrator.

In case of a deep strength asphalt pavement or asphalt pavement with aggregate base, the backfill material around the catch basin valve chambers and maintenance chambers shall be well compacted granular material or Unshrinkable Fill finished up to the bottom of the existing asphalt layer. The final asphalt backfill shall be done to its proper grade using HL8 or HL8 (HS) and HL1 or HL3. Type of backfill material and/or asphaltic surface shall be as directed by the Contract Administrator.

**Method**

The Contractor is required to saw cut around the perimeter of each utility casting, a minimum of 600 mm from the outside edge of the exposed casting completely through the pavement structure, or as marked by the City Inspector.

The existing walls of the structure shall be broken down to sound construction to a depth of 450 mm. Additional depth beyond 450 mm must be authorized by the City Inspector to a maximum depth of 650 mm (measured from top of frame).

NOTE: Only certified trained personnel are permitted to open or adjust Toronto Hydro and Bell maintenance chambers.

Under no circumstances is the Contractor to open or enter any cable chamber.

The Contractor must contact the Toronto Hydro Dispatch at (416) 542-8000 and Bell Canada at 905 614 3812 for instructions and make arrangements for their respective personnel only, to open the cover of the chamber. Alternatively, on site working personnel shall be certified to perform such work.
The Contractor shall use adequate certified personnel with a gas detector to detect presence of any dangerous gas in the chamber prior to the removal of the covers of existing utility chambers such as catch basin, maintenance chamber or valve chamber.

All catch basins shall be covered with filter cloth prior to milling and starting any ashpalt or concrete work at those locations.

**Parging and Wrapping Maintenance Chamber Adjustment Units:**

The unit bid prices including parging, wrapping, the cost of cleaning all utility chambers, and the adjustment units as described below.

The exterior shell of the chimney must be completely parged throughout the perimeter with 15 mm of cement mortar as per the City of Toronto Transportation Services Standard Construction Specifications for Utility Adjustments, TS4.50.05.06.

In addition, the exterior of the parged chimney must be entirely wrapped with 6 mm polyethylene sheeting. There must be a 150 mm overlap, where ends of sheet meet, and it must extend from the frame cover to 150 mm below the bottom of the lowest course of adjustment units.

**Supply**

The Contractor shall supply castings, as required, at the direction of the City Inspector. The cost of this bid item shall include all equipment, labour and delivery charges. The cost of installation shall be under the appropriate bid item.

When marked for removal, the Contractor shall remove the existing maintenance chamber, valve chamber and catch basin top and replace and adjust with the following castings:

The Contractor is advised that all catch basin frames and covers shall be changed to the new type - Bicycle proof or herringbone type frame and cover.

<table>
<thead>
<tr>
<th>ONTARIO PROVINCIAL STANDARD DRAWING</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPSD – 400.070</td>
<td>Catch Basin, Cast Iron, Raised Frame and Flat Circular Grate with Bicycle proof or herringbone type frame and cover</td>
</tr>
<tr>
<td>OPSD – 400.120 (when requested)</td>
<td>Cast Iron, Square Frame with Birdcage Grate For Catch Basin</td>
</tr>
</tbody>
</table>
### Table

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPSD - 401.01</td>
<td>Maintenance Chamber, Cast Iron, Cover and Square Frame. Type “A” - Closed Cover</td>
</tr>
<tr>
<td>OPSD - 401.01</td>
<td>Maintenance Chamber, Cast Iron, Cover and Square Frame. Type “B” – Open Cover</td>
</tr>
<tr>
<td>OPSD - 402.01</td>
<td>Cast Iron Circular Cover, Plug and Square Frame for Valve Chamber</td>
</tr>
<tr>
<td>CITY OF TORONTO STANDARD DRAWING</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>3000-STD-100 (when requested)</td>
<td>Standard 225mm Frame 3 Piece Chamber Cover</td>
</tr>
<tr>
<td>3000-STD-101 (when requested)</td>
<td>Shallow 125mm Frame 3 Piece Chamber Cover</td>
</tr>
</tbody>
</table>

### Payment

Payment will be at the unit price bid for Adjusting Catch Basins and includes payment in full for all labour, materials and equipment to carry out the work described herein.

Payment for each supply of casting and/or adjustment of valves having 150 mm / 200 mm diameter and Hydro Handwells will be made as one third (1/3) of a Catch Basin/Maintenance Chamber casting supply and/or adjustment as applicable.

### SS.47. COLD MILLING OF EXISTING SURFACES

Where applicable, the Contractor must implement appropriate measures and procedures to minimize the asbestos airborne levels. When asbestos-containing pavements are milled, water must be applied during the milling operation to control airborne dust.

### Description

These items shall consist of the removal of all existing asphalt surfaces and any adjacent brick gutter with equipment meeting the requirements of TS 3.15 which shall mill or cut the surface irregularities out of the existing asphalt pavement such as to produce a smooth surface and in some cases, to cut the pavement down to predetermined grades. The finished surface shall be free from gouges, grooves, ridges, sooting, oil film and other imperfections of workmanship. The Contractor shall ensure that the line and grade of the roadway is checked during the milling operation.
Milling

Prior to any milling operation, the Contractor must install a woven geotextile fabric in the catch basins/maintenance hole covers within the milling area. The fabric shall be placed between the existing cover and frame, and must be maintained until the final road surface has been restored. Upon completion of the final asphalt surface the Contractor shall carefully remove the geotextile fabric in such a manner as not to drop any debris into the maintenance chamber. Any debris dropped, shall be immediately removed at the Contractor's expense.

The milling equipment to be used for the work in this Contract shall be designed and built for this type of work, self-propelled and having in combination the means for cutting the old surface and blading the cuttings into one windrow. For the purpose of this Contract the milling equipment shall be capable of 1.9 m width for each pass.

The machine shall be able to cut flush to all curbs and gutters, maintenance chambers and catch basins. Any small areas the milling equipment missed shall be removed by hand labour or small milling equipment at the Contractor's expense.

The milling equipment shall be equipped with a spray-bar and water tank of sufficient size to provide thorough soaking of asphalt millings to reduce the quantity of air-borne dust and particulates. The spray-bar shall be in full working operation during actual milling. The work shall include the removal and disposal of all ground material and sweeping.

Sweepers, loaders and trucks of sufficient number and size suitable for handling the milled asphalt shall be provided. All equipment shall be in good repair and be capable of removing all milled material after each day’s operation. No loose material will be permitted to remain on the pavements.

Cutting Operation

The nature and condition of the equipment and the manner of performing the work shall be such that the pavement is not torn, gouged, shoved, broken, oil-coated or otherwise injured by the cutting operation.

The cold milling operation shall be broken down into the following items:

i  **Cold Milling of Surface Asphalt 0-40 mm Tapered**

Prior to surface course, curb lanes may be ground 0 toward the crown of road to 40 mm adjacent the gutter in one pass. All end joints are curb to curb and are included in the 40 mm milling item.

ii **Cold Milling Surface Asphalt and Concrete Surfaces 40mm**

Areas indicated by the City, in the field, showing surface distress will be removed through cold milling process to a depth of 40 mm. All end joints are included in the 40 mm milling item.
iii  **Cold Milling of Concrete Surfaces 40 -50 mm Deep**

In severely distressed areas to be determined by the Contract Administrator, the Contractor shall mill between 40 and 50 mm. Immediately following this operation, the Contractor shall place machine laid base asphalt to reinstate these areas. Payment for the base asphalt will be made under the designated item in the Pricing Form. The Contractor shall note that this milling will not commence until the asphalt paving crew and equipment is on site to ensure that paving is placed immediately following the milling. The Contractor is also advised, that prior to placing base asphalt, all ground areas shall be tack-coated with SS-1 asphalt emulsion in accordance with TS 3.20. All end joints are included in the 40 to 50 mm milling item.

iv  **Cold Milling of Surface Asphalt 75 -100 mm Deep**

In severely distressed areas to be determined by the Contract Administrator, the Contractor shall mill between 75 and 100 mm. Immediately following this operation, the Contractor shall place machine laid base asphalt to reinstate these areas. Payment for the base asphalt will be made under the designated item in the Pricing Form. The Contractor shall note that this milling will not commence until the asphalt paving crew and equipment is on site to ensure that paving is placed immediately following the milling. The Contractors is also advised, that prior to placing base asphalt, all ground areas shall be tack-coated with SS-1 asphalt emulsion in accordance with TS 3.20. All end joints are included in the 75 to 100 mm milling item.

v  **Cold Milling through Asphalt and Concrete on Laneways 0-75 mm Deep**

Asphalt and/or concrete on laneways will be removed through cold milling process up to a depth of 75 mm or more as directed by the Contract Administrator. All end joints are included in the milling item. Due to height and width restrictions in the laneways, the Contractor shall arrange for a smaller machine capable of milling a width of 1m in each pass. The Contractor must understand that the collection of milled material directly on to a dump truck may not be possible for laneways and associated driveways in which case removal operations shall be conducted using skid steers, front end loaders, and/or other equipment, as necessary, all being included in the unit bid price.

The milling operations shall be such that at the end of each work day, the milled pavement shall not have greater than a 40 mm difference in elevation from any adjacent pavement or casting.

After milling the street, the Contractor shall place an asphalt pad around all exposed chamber tops and accessibility ramps to protect traffic and pedestrians during the period when the street remains unsurfaced. All unprotected casting edges shall be made visible to oncoming traffic by means of painting with a fluorescent colour.

All locations where streets to be resurfaced have been planed/milled, the Contractor shall schedule his operations so that resurfacing begins as soon as possible after the planing operation has been completed. The maximum allowable elapsed time...
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between the planing and resurfacing operation shall be two weeks.
The Contractor is advised that all end joints under this item will be cut just prior to the
surface course being placed.

Measurement and Payment
The measurement for milling items will be made in m². Included in the unit price bid
shall be all labour, equipment and materials for the milling of the asphalt, picking up,
cleaning up of all milling materials and the transportation of the milling materials to the
Contractor’s site, unless a written request has been made by the City for a specific
amount of millings prior to the start of the milling operation. These millings shall be
delivered to any site specified within the District.

SS.48. SUPPLY, PLACE & COMPACT HL8 OR HL8 (HS) ASPHALT
Various Thicknesses (as directed by the Contract Administrator)
The work under these items consists of supplying, placing and compacting HL8 and
HL8 (HS), on residential, local streets, collector roads and arterial roads by spreader
or by hand laid and within industrial, commercial and apartment driveways and
boulevards. Asphalt shall be placed and compacted in 50 mm lifts in accordance with
TS 310.

The Contractor shall note that the placement of asphalt will not commence until the
Contract Administrator or his representative has confirmed that the compaction and
grade of the base asphalt and/or leveling course meets site requirements.

This item includes saw cutting, excavation and removal of all asphalt material to
match the existing asphalt pavement. The unit price shall include minor re-grading if
necessary and subsequent re-compaction of granular material. All existing asphalt
joints, edges and appurtenances shall be tack coated with SS-1 before the HL8 and
HL8 (HS) is placed. The surface of concrete road base and ground road shall be
swept and tack coated before asphalt is placed. Sweeping and tack coat shall also
be included in the unit price for the placement of HL8 and HL8 (HS).

Before opening the lane to traffic, the Contractor shall apply a suitable dry, fine
material to eliminate the adhesiveness/tackiness and tracking of the uncured joint
sealant. Dry well-graded limestone dust, having about 100 percent passing the 1.18
mm sieve and not greater than 25 percent passing 75 µm sieve, are considered as
suitable for this purpose. Use of caustic, ultra-fine materials such as Portland cement
is prohibited for sealant dusting.

Measurement
Measurement for this Item will be made in Mg for HL8/HL8 (HS) asphalt actually
placed.

Payment
Payment will be made at the unit price bid for these items and will be compensated in
full for all labour, equipment and materials necessary to do the work as specified herein.

SS.49. SUPPLY, PLACE AND COMPACT HL3, HL3 (FINE), HL3 MODIFIED & HL1 FOR ROADWAY

A. Asphalt Work on Roadways & Laneways (various thicknesses)

Spreader Laid HL3/HL3 (Fine)/HL3 Modified/ HL1 on Roadways

The work under these items consists of supplying, placing and compacting asphalt with spreader along the roadway in areas of road failures and settlements and in resurfacing locations.

The compaction equipment shall be in accordance with TS 310. All milled surfaces, existing asphalt joints, edges and appurtenances shall be tack coated with SS-1 before any new asphalt is placed and shall be included in the unit price bid for this item.

The Contractor shall note that the placement of asphalt will not commence until the Contract Administrator or his representative has confirmed that the compaction and grade of the base asphalt and/or leveling course meets site requirements.

Saw cutting of joints in the existing asphalt and asphalt removal for the purpose of obtaining straight and smooth joints shall be included in the unit prices bid for these Items. Where milling areas are present (exceed 100 m²), the Contractor shall use a spreader. All existing asphalt joints, edges and appurtenances, shall have re-instatement tape applied. Milled surfaces shall be tack coated with SS-1 before any new asphalt is placed. Further, should newly placed base course require sweeping, the Contract Administrator can request an application of tack coat prior to paving and at no extra cost to the City.

The Contractor shall avoid roadway surface course asphalt paving on a scheduled solid waste pick-up day. The Contract Administrator or his representative will supply to the Contractor, a list of roads with the respective schedule days for solid waste pick-up.

Before opening the lane to traffic, the Contractor shall apply a suitable dry, fine material to eliminate the adhesiveness/tackiness and tracking of the uncured joint sealant. Dry well-graded limestone dust, having about 100 percent passing the 1.18 mm sieve and not greater than 25 percent passing 75 µm sieve, are considered as suitable for this purpose. Use of caustic, ultra-fine materials such as Portland cement is prohibited for sealant dusting.

The use of Blast Furnace Slag or Washed Steel Slag Aggregates will not be permitted. Traprock or equivalent HL1 aggregates shall be used for HL1. The percentage of flat and elongated particles for the traprock coarse aggregate shall not exceed 15%.
Hand laid or Spreader laid HL3/HL3 (Fine) Asphalt on Laneways

HL3 or HL3 (Fine) asphalt will be laid on laneways either by using a smaller size spreader or may be hand laid as necessary and approved by the Contract Administrator.

The Contractor must understand that direct feeding of asphalt from the dump trucks to the pavers may not be possible due to height and width restrictions; in which case, it will be conducted using skid steers, front end loaders and/or other equipment as may be deemed essential by the Contract Administrator, all being included in the unit bid price.

The compaction equipment shall be in accordance with TS 310. All milled surfaces, existing asphalt joints, edges and appurtenances shall be tack coated with SS-1 before any new asphalt is placed and shall be included in the unit price bid for this item.

All works and use of all necessary equipment and hand tools shall be included in the unit bid price. No additional payment will be entertained by the Contract Administrator for hand laid asphalt on the laneways.

Measurement

Measurement for these Items will be made in Mg for HL3/HL3(Fine)/HL3 Modified/HL1 asphalt actually placed.

Payment

Payment will be made at the unit price bid for these items and will be compensated in full for all labour, equipment and materials necessary to do the work as specified herein.

B. Asphalt Work on Boulevards and Driveways

Handlaid Asphalts for Boulevards and Residential Driveways

The work under these items consists of supplying, placing and compacting 40 mm of HL3, or HL3 (Fine), or HL3 (Modified) and 40 mm of HL8 or HL8(HS) in areas of failure, settlements, asphalt pads, walkways, driveways, boulevards and traffic islands, in areas where curb or curb and gutter have been removed and replaced adjacent to boulevards.

This item includes the removal of any existing asphalt boulevards, driveways and traffic islands of all thicknesses, the removal of excessive granular or soil material and the grading and compaction of such for the preparation of the placement of asphalt.

The Contractor shall note that the placement of asphalt will not commence until the Contract Administrator’s representative has confirmed that the compaction and grade of the granular crushed stone base is correct.
Saw cutting of joints in the existing asphalt boulevards, driveways or traffic islands for the purpose of obtaining straight and smooth joints shall be included in the unit prices bid for this Item.

All existing asphalt joints, edges and appurtenances shall have re-instatement tape or be tack coated with SS-1 before any new asphalt is placed. Asphalt will be placed in maximum 50 mm lifts and compacted.

The roller for narrow boulevards and traffic medians shall weigh a minimum of one (1) tonne. Care shall be taken to prevent damage and discolouration to the concrete sidewalks and curbs. Further, the edge of all driveways shall be compacted with tamper bars when not supported by curbs.

**Industrial and Commercial Driveways**

Over the existing base, this item includes the supply, placement and compaction of HL3 and HL3 Modified for industrial and commercial driveways.

The Contractor shall not place the surface asphalt the same day as the base, nor until the Contract Administrator or his representative has confirmed the compaction and grade of the asphalt base is correct.

Saw cutting is required to obtain straight and smooth joints. Joint sealant shall be either re-instatement tape or SS-1 on existing joints edges and appurtenances. Each lift of the driveway shall be compacted with a minimum three (3) tonne vibratory roller.

**General**

The Contractor shall replace asphalt paving on residential, industrial and commercial driveways within seven (7) days of completion of the sidewalk and curb at any particular location.

**Measurement**

Measurement for these Items will be made in square metres (m²) of asphalt actually placed. The unit price bid per square metre shall be based upon a thickness specified for each Item. Asphalt placed more than the specified depths under authority of the Contract Administrator will be pro-rated.

**Payment**

Payment under this item will be made at the unit price bid for each Item and will be compensation in full for all labour, equipment and materials necessary to do the work as specified herein.

**SS.50. PAVEMENT MARKINGS – Not Used**

The Contractor will be required to supply and install all markings including but not limited to: centre lines, lane lines, skip lines, transverse pavement markings, symbols, arrows and catch basin indication arrows at all locations where the existing asphalt surface has been overlaid. Further, at all signalized intersections, as directed by the
Contract Administrator, and at all PXOs, markings shall be supplied and placed as shown, on the City of Toronto drawing T-310.030-5 and T-310.030-6.

The durable pavement marking tape shall be 3M Canada Stamark Tape, Series 270iES or equivalent (cold plastic) and must conform to OPSS 532 and OPSS1715. An equivalent supplier for preformed cold plastic pavement marking tape must be on the List of Designated Sources of the Ministry of Transportation, Ontario.

The Contractor or Sub-Contractor who will be installing all pavement markings, must have the qualifications to apply the markings. Proof of certification must be provided prior to the commencement of the contract.

**Certificate of Compliance**

The manufacturer shall submit a certificate of compliance, prior to the commencement of the work indicating that the physical properties, material composition, and installation characteristics of all of the manufacturer’s production batches of preformed plastic pavement marking tapes for the City of Toronto shall conform to this specification and shall not deviate from the allowable tolerances, unless approved by the City of Toronto.

**Time Limitations for Placement**

All permanent pavement markings must be re-installed immediately prior to the street being open to the Public. Liquidated Damages for delays will be assessed in accordance with Clause 15 – "LIQUIDATED DAMAGES" of Section 5A – SPECIFIC CONDITIONS OF CONTRACT if this condition is not strictly adhered to. Furthermore, any damages and/or claims resulting from the failure to re-install pavement markings will be the sole responsibility of the Contractor.

SS.51. TEMPORARY/PERMANENT PAINT PAVEMENT MARKINGS 10 & 50 cm AND PAVEMENT ARROWS – Not Used

**Scope**

The Contractor shall paint temporary pavement markings upon daily completion of any work that obscures the existing pavement markings. Further, a second permanent application shall be applied separately upon completion of the surface course, for which the Contractor will also receive payment.

Prior to any pavement marking, the Contractor will communicate his intention with the Contract Administrator or his representative.

Such markings shall include all 10 cm wide, crosswalk lines, yellow centre line of roadway, skip lines, priority bus or HOV lane lines and 50 cm wide stop bars, pavement arrows and symbols as directed by the Contract Administrator and specification OPSS 710 and OPSS 1712.
Prior to painting temporary lines, the following conditions must be met:

1. Paint supplied by the Contractor must be on the current MTO approved list - OPSS 1712.

2. Reflective glass beads, having 165/70 I.R. high intensity - OPSS 1750.


4. Where stop bars are required, the Contractor will be paid pro-rated, five (5) times the width of 10cm at the unit bid price in the Pricing Form.

A site meeting will be held with the Contractor, the Painting Contractor and City of Toronto Transportation Division representative a minimum of 48 hours prior to placing any surface course.

**Time Limitations for Placement**

All pavement marking for pedestrian crossing and stop bars shall be re-installed within 36 hours following completion of surface treatment. All other pavement markings must be re-installed after 48 hours, but no longer than 72 hours, weather permitting following the completion of the surface treatment. Liquidated damages of $1,000.00 per day will be assessed if this condition is not strictly adhered to. The Contractor will be responsible to maintain all traffic control devices until all pavement markings are re-installed. Furthermore, any damages and/or claims resulting in the failure to re-install pavement markings will be the sole responsibility of the Contractor.

**Measurement and Payment**

Measurement of actual lines painted, temporary or permanent, will be made in metres (m) of 10 cm wide white or 10 cm wide yellow pavement markings and 50 cm wide stop bars. Payment will be made at the unit bid price and shall be compensation in full for all labour, equipment and materials necessary to complete the work specified herein.

**Permanent Pavement Arrows and Symbols**

Under this item the Contractor shall paint permanent arrows or symbols as directed by the Contract Administrator. The Contractor shall note that the conditions of Temporary Pavement Markings shall also apply.

Two weeks prior to use, the Contractor must submit Material Data sheets, for the temporary paint and permanent paint that will be used, to the Contract Administrator for approval.

**Measurement and Payment**
Section 4A– Special Specifications
Tender Call No.197-2017 Contract No. 17EY-123TR

Measurement will be based on the number of arrows or symbols painted. Payment will be made at the unit bid price and shall be compensation in full for all labour, equipment and materials necessary to complete the work as specified herein.

SS.52. JOINT SEALANTS

Just prior to placing the asphalt, all contact surfaces of catchbasins, maintenance chambers, curb faces, and existing asphalt shall be painted with a coat of hot liquid asphalt or SS-1 material.

Liquid asphalt cements when used, shall be as specified in TS 310 specification.

For joint sealing the Contractor must use an oil or propane-fired asphalt kettle to heat rubberized asphalt on site to seal the surfaced joint. Further heated tamping irons shall be used to smooth the rubberized asphalt as necessary.

The rubberized asphalt shall be placed in a 75 mm wide strip centered along the joint using a four (4) gallon wheeled pour pot (pouring cones are not acceptable). The joint sealing must be completed on a weekly basis. Failure to do so, may, at the sole discretion of the Contract Administrator, result in suspension of work until the joint sealing is completed to date. During the months of October and November the joint sealing may be required to be placed immediately after surface course during periods of cold weather.

Before opening the lane to traffic, the Contractor shall apply a suitable dry, fine material to eliminate the adhesiveness/tackiness and tracking of the uncured joint sealant. Dry, well-graded limestone dust, having about 100 percent passing the 1.18 mm sieve and not greater than 25 percent passing 75 µm sieve, are considered as suitable for this purpose. Use of caustic, ultra-fine materials such as Portland cement is prohibited for sealant dusting.

A 75mm strip of hot rubberized asphalt shall also be placed around the patches in the areas where milling has occurred.

Hot poured rubberized material shall be from the most recent Ministry of Transportation of Ontario designated sources list.

OR, as directed by the Contract Administrator:

The Contractor will be required on the final lift, to install a cold applied polymer modified bituminous strip for sealing joints between existing asphalt and new asphalt installations. The tape shall be of a “Denso” brand reinstatement tape or its equivalent. The Contractor must install the tape according to the supplier’s instructions including the use of special primers and specific equipment. Where directed by the Contract Administrator, this seam sealing mastic will replace conventional hot rubberized asphalt joint sealant.

In conjunction with the supplier’s placement instructions the Contractor will rake off any large aggregates present on the edge of the repair prior to the final rolling
application. Large aggregates raked off shall be removed and disposed of separately and must not to be placed back onto the new asphalt patch. This will provide a smooth lip free butt joint. The reinstatement tape shall overlap sufficiently enough to achieve a water tight joint. All edges of the asphalt repair, including around all valve chambers, maintenance chambers, catch basins, valve boxes and concrete structures shall receive this treatment.

The cost of the reinstatement tape or poured joint sealing shall be included in the unit bid price, and must include all relevant materials, labour, shipping charges and any special tools required.

No additional payments for the use of this product will be considered. Failure to use a cold applied polymer modified bituminous strip shall result in non payment of the entire repair.

**RE-INSTATEMENT TAPE – size 2mm x 50 mm**

**SS.53. RECONSTRUCTION OF ASPHALT SPEED HUMPS**

The Contractor will be responsible for the reinstatement of all existing speed humps on the streets which are resurfaced under this contract.

A cross-sectional template made from either aluminum or wood must be used at all times to accurately replicate the sinusoidal design. The contractor is required to supply the said template and all costs associated must be included in the unit bid rate for the construction of the speed hump. The successful contractor will receive the cross-sectional design drawing at the pre-construction meeting.

The unit price shall also include the supply and laying of all asphalt required in the construction of the proposed speed humps as per Drawing No. 42IF-5367. The maximum height of the Speed Humps may not exceed tolerances of 3 mm throughout its length. The Contractor must lay an asphalt base of HL8, the equivalent of half the height of the speed hump. Once the base asphalt has been compacted and cooled sufficiently to the satisfaction of the Contract Administrator of Transportation Services, the Contractor will then proceed to complete the final lift of asphalt using HL3 Fine. Hot poured rubberized sealant shall be poured on the joints where the new asphalt and the old asphalt join. The new speed hump must be constructed to meet the specifications as detailed in the chart entitled “Sinusoidal Speed Hump Dimensions”.

White Pavement Marking Tape will be used on speed humps instead of Inlaid Thermoplastic Pavement Markings. See the attached drawings. Speed humps shall be replaced, including all required markings, within two (2) weeks of completing the overlay.

In every location the speed humps shall be installed within two weeks from completion of paving operation.
The unit price bid for these Items shall be compensation in full for the work specified herein.

**SS.54. CLEANING OUT CATCHBASINS**

**Scope**

Under this item, the Contractor shall clean out all of the catch basins using a flusher and vacuum truck within the contract limits.

The Contractor is advised that all debris in the catch basins must be removed including any material from normal run-off, under this construction and from previous construction including any frames and covers. The material removed shall be dried and mixed in equal parts with sand. The resulting material is then to be disposed of as a non-hazardous, non-registerable solid industrial waste by the Contractor.

The Contractor shall note that new catch basins installed will be cleaned out at the Contractor's expense using a flusher and vacuum truck.

In some locations, catch basins in the roadway have had maintenance chambers frames and covers installed. At these locations, catch basin frames and covers shall be put back and cleaned out. Payment for cleaning out these catch basins will be made at the same unit price.

On completion of the proposed work, if valve chambers, catch basins and maintenance chambers have been found filled with excess material, the Contractor shall clean them out at no additional cost to the City. No additional allowance in payment will be made for cleaning out valve chambers, catch basins and maintenance chambers. It will be the Contractor's responsibility to ensure that the local utilities are satisfied as to the cleanliness of the valve chambers and maintenance chambers. All work must be performed in accordance with the respective regulations, such as confined space entry, etc. Any costs arising from debris dropped into the sewer system will be borne by the Contractor.

Under this item, the Contractor shall clean out all the catch basins within the contract limits and all the water service valve boxes larger than 100 mm in diameter which are adjusted and/or replaced. The Contractor shall have staff/personnel available, at no additional cost to the City, to accompany the City's representative in doing inspection after all catch basins and maintenance chambers have been repaired.

Payment will be made at the unit price bid for each catch basin cleaned and shall be compensation in full for the labour, equipment, disposal cost and materials necessary to complete the work as specified herein. The payment of each water service valve box cleaned shall be made as half of the cost of a catch basin cleaning.
SS.55. **RUBBERIZED ASPHALT JOINT (IN ASPHALT & CONCRETE SURFACES)**

**SCOPE**

Under this item the Contractor shall do the following work on minor and major cracks:

**Minor Cracks**
- Sawcut/rout, supply material and install hot-poured rubberized asphalt joints in minor cracks in concrete road base, ends of approach slabs and end joints as directed by the Contract Administrator. Joints shall have a width of 20 mm and a depth of 20 mm. Where directed by the Contract Administrator to exceed the depth of 20 mm, measurement will be on a pro-rated basis.
- On concrete road surfaces, joints shall have a width of 20 mm and a depth of 20 mm.
- All work shall be carried out in accordance with TS 3.90. The Contractor shall ensure that an effective seal has been formed.

**Sealant Dusting**

Before opening the lane to traffic, the Contractor shall apply a suitable dry, fine material to eliminate the adhesiveness/tackiness and tracking of the uncured joint sealant. Dry well-graded limestone dust, having about 100 percent passing the 1.18 mm sieve and not greater than 25 percent passing 75 µm sieve, are considered as suitable for this purpose. Use of caustic, ultra-fine materials such as Portland cement is prohibited for sealant dusting.

**Major Crack Repair 50mm Deep, 150mm Wide**

1. Sawcuts will be made 75mm on either side of the centre line, parallel to the crack and as neatly as possible.
2. The 150mm area between sawcuts will be removed to a depth of 50 mm and the material disposed of. The area will be blown clean to ensure the removal of all loose material.
3. A milling machine may be used as an alternative to step 1 and 2. Mill a width of 75mm on either side of the centre line of the crack to a depth of 50mm. Dispose of the millings within this area and then sweep clean to ensure the removal of all loose material.
4. The crack area will be coated with SS-1 using a spray bar and will be filled with base asphalt as directed by the Contract Administrator. This base asphalt will be compacted to the density specified in TS 310. The final grade of the compacted mix must coincide with that of the abutting pavement.
Measurement and Payment

Measurement for payment for these items shall be per linear metre of crack repairs acceptably installed, as measured on site by the Inspector.

Payment at the unit bid prices for these tender items shall be full compensation for all labour, equipment and materials required to complete the work as described herein.

SS.56. REPAIR PAVEMENT FAILURE AREAS UP TO 75 mm deep

Scope

Under this item and for the unit price bid, the Contractor will repair the areas of pavement failures as determined by the Contract Administrator. Upon completion of the milling operation, the pavement repairs will be designated and repaired as follows:

1. Sawcuts or neat compressor cuts will be made around the perimeter of the distress areas and it will be excavated to the full depth of the existing asphalt;

2. The excavated material will be disposed of, off the site; and

3. The abutting faces of the existing material will be coated with SS-1 using a spray bar and the excavation hand filled with HL8 or HL8 (HS) asphalt material in a maximum of 50 mm lifts. Each lift will be compacted with the use of a vibratory drum compactor to the density specified in TS 310. The final grade of compacted material must coincide with that of the abutting pavement. Included in the cost of this repair will be all related costs for the HL8/HL8 (HS) material including the asphalt cement.

Measurement and Payment

The measurement of the above item will be made in square metres for the work as described. Failure areas exceeding 75 mm in depth will be measure on a pro-rated basis. Payment will be made at the unit price bid per square metre and shall be compensation in full for all labour, material and equipment for the work described.

SS.57. CATCH BASINS AND CATCH BASIN LEADS

The work shall be done in accordance with the requirements of Specifications TS 408 and TS 410 with the following exceptions:

- the material to be used for back fill around the catch basins including the leads shall be unshrinkable fill;
- the Contractor shall note that the catch basins to be installed may be required to be retrofitted to meet existing conditions (i.e. alter connection outlet, saw cut top off catch basin). This work shall be considered in the unit price bid for the various Items; and
- Pipe fittings to a maximum of 45° only will be allowed.
The cost for the supplying and placing of unshrinkable fill shall be included in the unit prices bid per each unit for these Items in the Pricing Form of Section 3 - Tender Submission Package.

**SS.58. INSTALL SUBDRAIN**

**Scope**

The work under this item includes the supply and installation of subdrains at locations to be determined by the Contract Administrator on site.

The Contractor shall excavate the existing asphalt or sodded boulevard, dispose of the excavated material and install subgrade drains. Payment for excavation shall be included in the unit price for Item.

The Contractor shall excavate a trench adjacent to the existing curb or as located by the Contract Administrator to 650 mm below the bottom of the curb or final elevation. The subgrade drains shall consist of a 150 mm diameter corrugated perforated plastic pipe with a cloth outer liner, lying on an HL8 graded coarse aggregate or an approved pipe bedding material, 50 mm deep. Note, the costs for sawcutting of any roadway shall be included in the unit costs of the subgrade drains.

The HL8 coarse aggregate shall meet the total gradation requirements of crushed coarse aggregate for HL8 asphalt as per TS 1003 excluding the requirement for asphalt cement. These are as follows:

<table>
<thead>
<tr>
<th>SIEVE SIZE</th>
<th>% PASSING BY WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.5 mm</td>
<td>100</td>
</tr>
<tr>
<td>19.0 mm</td>
<td>90-100</td>
</tr>
<tr>
<td>16.0 mm</td>
<td>65-90</td>
</tr>
<tr>
<td>9.5 mm</td>
<td>20-55</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>0-10</td>
</tr>
<tr>
<td>75 um</td>
<td>0-2</td>
</tr>
</tbody>
</table>

In asphalt boulevards, the plastic pipe will be backfilled with the HL8 coarse aggregate to 75 mm below the existing boulevard grade.

In sodded boulevards, the plastic pipe will be backfilled with HL8 coarse aggregate crushed limestone to 150 mm below the existing boulevard grade. 50 mm of native material will then be placed on top of the HL8 coarse aggregate to cap the subgrade drain.

The HL8 coarse aggregate shall be compacted as per TS 405. Payment for the HL8 coarse aggregate will be included in the unit price bid for this item.
The trenches shall then be brought to grade by HL3 (Fine) asphalt as directed. Payment for this item shall be made under the appropriate item in the Pricing Form of Section 3 - Tender Submission Package.

The subdrains shall be connected to the existing catch basins by coring and installing the connection before the adjustment is made to the catch basin. Breaking out the catch basin walls with a jackhammer shall not be permitted. The Contractor will ensure that the subdrains shall drain into the catch basins. When subdrains are brought into the catch basin from either side, a tee connection will be made outside the catch basin and then connected to the catch basin. The tee connection shall be a snap-on, self-locking, male-ended tee.

There may be locations, especially adjacent to the catch basins, where the Contractor shall install short pieces of sub-drains/wicks and connect to the catch basins as directed by the Contract Administrator. Payment of such wicks will be made under the "Supply and Install 150 mm sub-grade drains" item and the City will not entertain claims for any additional cost.

The Contractor shall note that the sub-drains will be placed in locations and lengths as determined by the Contract Administrator in the field.

**Measurement and Payment**

Measurement shall be per metre for this item. Payment at the unit price bid shall be full compensation for all labour, equipment, materials, cost for sampling of soil and testing for contaminants, including excavation and disposal at the appropriate disposal sites.

**SS.59. RE-GRADE EXISTING DITCH – Not Used**

Under this Item the Contractor shall re-grade the existing ditches as directed and in accordance with specification number TS 2.10.

The Contractor shall excavate and grade the ditch so as to maintain positive drainage to the ditch inlets. Any excess material shall be disposed of off-site. This grading does not include the preparation for placement of the gabion stone and filter fabric.

The grading of the ditch includes an average depth of 0.5 metre from the existing grade of the ditch. Any depth required which is in excess of this average depth of 0.5 metre shall be paid for under the excavation item.

**Measurement and Payment**

Measurement and Payment will be made in linear metres along the centre line of the re-graded ditch. Payment will be made at the unit bid price and will be compensation in full for all labour, equipment, excavation and disposal necessary to do the work as described herein.
SS.60. REMOVE, SUPPLY AND INSTALL NEW GUIDE RAIL AND POSTS

The work under this item will include the removal and supply of all labour, materials and equipment necessary to install new steel beam guide rail, channel, new posts, wooden blocks and end treatments in accordance with Standard Drawings OPSD 902.01, 902.02, 902.03, 902.05, 902.08, 903.01, 902.055, 902.056, 902.057 and 902.058. The Contractor shall also make good all connections to any existing structures.

The Contractor under the tender item shall supply and install steel beam guide rail, channel, and post end treatment as directed by the Contract Administrator.

The Contractor is fully responsible for Utility locates and any damage caused to Utilities. When Hydro Vac type of excavation method must be undertaken for Guide Rail installation, the Contractor shall do that with no additional cost to City of Toronto.

Measurement

The installation of new guide rail shall be measured in linear metres (m) along the face of the guide rail from tip to tip of the terminal ends.

Payment

Payment shall be made at the appropriate unit bid price for this item and shall be full compensation for the work specified herein and shall include cost of Hydro Vac method of excavation. Disposal of old material will be at the Contractor’s expense.

SS.61. REMOVE AND REPLACE CONCRETE DRIVEWAYS, WALKWAYS, STEPS

The work under this Item shall consist of saw cutting and/or breaking concrete structures by hand method or machine excavation, removal and disposal of existing concrete driveways, pads, walkways, steps or other concrete structures and their replacement.

At locations where any reinforcing steel mesh is encountered, it shall be replaced as part of the permanent repairs. Steel reinforcement shall be included in the unit price for this Item.

The Contractor shall also dispose of the material off site at his own expense.

Replaced concrete shall be constructed to the appropriate City Standards and Specifications, TS 1350.

The removal and replacement of concrete for driveways, pads, walkways, steps and other structures shall be measured in cubic metres (m$^3$) and payment made at the unit price bid in the Pricing Form of Section 3 - Tender Submission Package and such payment will be compensation in full for the removal, disposal and replacement as specified herein.
SS.62. REMOVE, SUPPLY AND INSTALL 200 MM CULVERTS

Description

The work included under this item shall consist of excavating, cutting, removal and disposal of culverts of all types and includes supplying and installing new 200 mm galvanized steel culverts in driveways and road crossings. Any curb, curb and gutter, sidewalk or pavement adjacent to removal areas that is chipped, cracked, broken or damaged as a result of this removal operation shall be sawcut, removed and replaced.

Culverts shall be installed on a prepared base of compacted Granular “A” (virgin ¾ inch crusher run limestone) true to the elevations and grades established in the field for positive flow of ground water. Separate sections shall be securely joined in accordance with the manufacturer's specifications for coupler bands.

All backfill material (virgin ¾ inch crusher run limestone) shall be placed in layers not exceeding 150 mm in depth compacted thoroughly and be brought up simultaneously and evenly on both sides of the pipe.

The Contractor shall use due care when installing pipe to avoid damaging the pipe. Damaged pipe shall be removed and replaced by the Contractor at his expense.

MEASUREMENT AND PAYMENT

Measurement will be in metres on total invert length of new pipe installed successfully, including elbows, couplers, end sections and virgin ¾ inch crusher run limestone for bedding and backfill.

Payment for driveway, road asphalt, sidewalks and concrete end treatment will be made under appropriate Bid Item.

Culverts will be pro rated from 200 mm.

SS.63. SUPPLY AND PLACE A WOVEN GEOTEXTILE FILTER FABRIC

Under this item the Contractor shall supply and place an approved, woven geotextile filter fabric as directed by the Contract Administrator. This filter fabric shall be Terra Track 24-15 or approved equivalent and shall be overlapped a minimum of 600 mm when being placed.

Measurement and Payment

Measurement shall be made in square metres (m²). Overlapped areas shall not be measured twice. Payment shall be made at the Unit Bid Price for this item in the Pricing Form of Section 3 - Tender Submission Package and shall include all labour, equipment and materials to complete the work.
SS.64. **TACK COAT**

The cost of the following and the cost of sweeping and tack coating existing pavements to receive the overlay is included in the items shown on the Pricing Form.

Tack coating of edges of iron work, gutter and other abutting pavement structures and/or use of an infrared heater for all cold joints is required under the terms of this contract.

SS.65. **PAVEMENT REPAIRS WITHIN THE T.T.C. & RAILWAY TRACK ALLOWANCE – Not Used**

This is a unit price contract for the removal and replacement of concrete/asphalt pavements within the T.T.C. and railway track allowance, from the top of the roadway driving surface to the top of the T.T.C. running slab. For the tendered prices, the Contractor shall break out, remove and dispose of materials within the T.T.C. and railway track allowance as directed by the Contract Administrator or his agent, regardless of their nature, whether the materials are concrete, asphalt, cold mix, granite, earth, granular, etc. The tendered price shall also include the removal and disposal of the wooden ties, the breakout, removal and disposal of material adhering to the rails, the supply and placing of the concrete and the restoration of the asphalt roadway, and the repair of any other area damaged as a result of the Contractor’s work. Restoration of the asphalt roadway shall include the supply and placing of HL1 and all associated cutting, squaring and breaking out, also the disposal of materials from the affected areas. The cut must be sealed with a bead of hot rubberized asphalt as specified in this contract.

The concrete in the roadbase portion of the T.T.C. and railway track allowance, (top of running slab to top of ties), shall be placed as soon as possible after the repair has been started. The concrete in the road surface portion of the T.T.C. and railway track allowance (top of ties to the road surface) shall not be placed until the bottom road base portion has cured for a minimum of four (4) to six (6) hours. The T.T.C. will then re-shim the rails and the road surface portion, shall then be poured. The repair shall not be opened to vehicular traffic for 12 hours from the time the concrete has received its final finishing.

The Contractor shall place his stamp as detailed in this contract, at each end of every repair location. All concrete used for work within the T.T.C. and railway track allowance shall be high early strength, 35 MPa, compressive strength.

The Contractor must co-ordinate his operations with those of the T.T.C. who will be installing new full width ties, etc. at each and every repair location. The Contractor shall be required to chip sufficient concrete from the repair area, as required, to accommodate the installation of new full width ties. No additional payment will be
made for the chipping of the existing concrete surface that the new ties are placed on. The Contract Administrator will entertain no claims for additional compensation with regard to holdups or delays due to tie installations, rail repairs, etc., by T.T.C. forces.

The quantities listed in the Pricing Form of Section 3 - Tender Submission Package are estimated. The actual quantities of completed repairs may vary. The Contract Administrator will entertain no claims for additional compensation based on the overrun or the underrun of the tender quantities.

The breaking of, removal and disposal of all materials adhering to the rails shall be included in the unit bid.

Method of payment will be made by square metre ($m^2$) of actual area repaired based on a depth of 350 mm.

SS.66. PERFORMANCE EVALUATION FORM AND INFRACTION REPORTING

A. CONTRACTOR PERFORMANCE EVALUATION FORM

Contractor Performance Evaluation Form will be completed monthly as part of this contract. This form is intended to provide an ongoing comprehensive record of the Contractor’s Monthly Performance and a final evaluation. These evaluations may have an effect on recommendations for future contract awards. Following the completion of this contract, a final evaluation will be forwarded to the Purchasing and Materials Management Division.

The form will be kept on file within the Division and sent to the Contractor. Further any Contractor Infraction Report(s) issued during the time of the contract, will also be forwarded to the Purchasing and Materials Management Division.

B. CONTRACTOR INFRACTION REPORT FORM

When deemed warranted by the Contract Administrator, a Contractor Infraction Report will be completed in accordance with normal procedures of the infraction reporting system of The Ministry of Transportation. Contractor violations of the types listed below may warrant completion of a Contractor Infraction Report.

This form, if used, will be kept on file within the Division and copies will be sent to the Secretary of the Qualification Committee, Ministry of Transportation, and the Contractor. Consideration of a Contractor Infraction Report by the Qualification Committee may adversely affect the Contractor's Prequalification rating.

C. TYPES OF INFRACTION

- Poor quality of work attributable to Contractor.
- Failure to comply with interim or final completion date(s).
- Failure to maintain public relations.
• Failure to provide adequate organization, co-operation, personnel or equipment to perform the work.
• Late submission of claim or notice of intent to claim.
• Failure to comply with safety and/or traffic control requirements.
• Failure to comply with environmental responsibilities and regulations.
• Failure to comply with any other contractual conditions or specifications.

SS.67. INSPECTION BY ELECTRICAL SAFETY AUTHORITY
The Ontario Electrical Safety Code (Reg. 164/99) defines requirements for electrical installations and products to keep the public safe from potential hazards.

Starting January 1, 2003, all electrical work performed on traffic signals and roadway lighting systems must meet the requirements of the Ontario Electrical Safety Code, which includes inspections by the Electrical Safety Authority (ESA). The Ontario Electrical Safety Code requires individuals who are installing new traffic signals and/or roadway lighting systems, to file “Applications for Inspection” with the Electrical Safety Authority. New traffic signals include new installations and major modifications (e.g. rebuilding and intersection) and new roadway lighting includes new installations (e.g. new subdivisions) and major modifications (e.g. relocating more than one pole caused by the widening of a street). The ESA considers underground provisions such as handwells, ducts and pole bases to be electrical raceways that are also subject to ESA inspection. To arrange for an “application for inspection” visit the ESA’s website at www.esainspection.net or call 1-877-421-2228.

The Contractor shall arrange and pay for inspections required by the Ontario Electrical Safety Code and the price for these inspections shall be included in the appropriate bid item. The Contractor shall provide the Contract Administrator with a “Certificate of Inspection” certified by ESA prior to the Substantial Performance of the Contract.

SS.68. ENGINEERING SURVEY
The Engineering Survey work shall include but not limited to:

a) Level Survey to determine the invert levels of driveway culverts including levels at the ditch/channel bed, catch basins and other locations as may be necessary to formulate positive drainage solutions;

b) Level Survey to establish existing drainage pattern on driveways, roadway and/or roadside as required by the Contract Administrator

Cost of the Engineering Survey work shall be inclusive of supply of all manpower, equipment and vehicle to provide the service and production of survey reports,
drawings and grade sheets.

**Payment**

Payment will be made at the unit price bid for this item and shall be considered compensation in full for all labour, equipment and reporting, including the production of drawings, to complete the work as described.

**SS.69. TREE PROTECTION**

The Contractor shall be required to adhere to all requirements in the City’s “Tree Protection Policy and Specifications for Constructions near Trees”.

All costs associated with adhering to this policy shall be considered incidental. No separate payment shall be made.

**Removing Trees and Hedges, and Trimming Tree Branches, Roots and Vegetation**

Trimming of overhanging and lower branches of trees and vegetation along the boulevards shall be carried out prior to heavy construction to provide adequate overhead clearance to the construction equipment and reduce tree damage. Trimming of tree roots shall be completed immediately following removals, where necessary. For removal of trees and hedges, and trimming of tree branches and roots the Contractor shall use the services of a City of Toronto Forestry Division approved company. The selected company shall meet all the requirements of City Forestry and shall liaise with the City of Toronto Forestry Division prior to and during the removal and trimming operation so that all City of Toronto practices and approved methods are followed, including safe disposal of the removed branches / roots offsite. If required, this work must take place prior to heavy equipment being mobilized to the site.

The City’s 'Tree Protection Policy and Specifications For Constructions Near Trees' and the 'Agreement For Contractors To Perform Arboricultural Services on City Owned Street Trees' , are included in Section 7 of the tender document and the Contractor must comply with the policy.

During construction, if pit openings are required for any reason or hydro-vac trenching is warranted, excavations shall be backfilled as soon as possible with quality top soil. Roots of 5-cm in diameter or larger must not be severed or damaged, but pit openings adjusted to prevent structural support root damage. This tree work, including any pruning to facilitate equipment access to the work areas, must be performed by a qualified Arborist, to ensure the retention of tree canopy cover while allowing the required service upgrades. Hydro-vac pressures shall be low enough to prevent root bark damage.

Where tree removal is required, the Contractor shall advise the Contract Administrator at least 4 weeks in advance and apply for a 'Destruction/Injury Permit' under the City
of Toronto Tree Protection (CTTP) by law at the West District. The CTTP by law is applicable to all City agencies, boards, commissions and divisions. Where large number of City tree removals are expected, the Contractor shall advise the Contract Administrator, minimum eight (8) weeks in advance and apply for a 'Destruction Permit' under the City of Toronto Tree Protection by law for the West District.

Etobicoke York District Forestry, TPPR), is available for any required site meetings in regard to tree protection, trimming and removal activities. If you require assistance please contact TPPR by dialing 416 338 6596 or emailing tpprwest@toronto.ca.

Obtaining all required permits for removing /trimming vegetation, roots and tree branches, including removal and disposal of any tree stumps, shall be the sole responsibility of the contractor with no cost to City of Toronto.

The payment for Removal / Trimming existing vegetation and tree branches including removal and disposal of stumps shall include full compensation for all labour, equipment, materials.

SS.70. RAMP RUNS

As determined by the Contract Administrator the Contractor shall be supplied a list of driveway access ramp, sidewalk and asphalt work related to new development, Councillor complaints, and 311 Service Request locations. Within twenty (20) working days of receiving this list the Contractor shall complete all locations in their entirety.

Ramps scheduled for work shall be completed within a maximum period of 24 hours from start to finish, including placement of temporary safety measures. In the event that sudden inclement weather prevents the placement of concrete and or asphalt within the same day, the Contractor shall backfill the excavated area with suitable material to allow the safe temporary use of the ramp. Temporary ramps must be removed in accordance with TS1.00, section 1.00.07.13, Maintenancy of Temporary Access. The ramp shall then be permanently constructed on the following working day of the contract.
Amendment to OPSS.MUNI 1101 November 2013 – Material Specification for Performance Graded Asphalt Cement

1101.02 REFERENCES

Section 1101.02 of OPSS.MUNI 1101 is amended by the addition of the following:

ASTM International:

D 3665-06 Standard Practice for Random Sampling of Construction Materials

American Association of State Highway and Transportation Officials (AASHTO):

T 40-02 (2012) Sampling Bituminous Materials
T 350 Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)

Ministry of Transportation Publication:

MTO Laboratory Testing Manual:

LS – 299 Determining Asphalt Cement’s Resistance to Ductile Failure Using Double-Edge-Notched Tension Test (DENT)
LS – 308 Determination of Performance Grade of Physically Aged Asphalt Cement Using Extended Bending Beam Rheometer (BBR) Method

1101.03 DEFINITIONS

Section 1101.03 of OPSS.MUNI 1101 is amended by the addition of the following:

Low Temperature Limiting Grade (LTLG) means the warmest of the Limiting Grades, TL obtained for 1 hour, 24 hours, 72 hours and the two conditioning temperatures according to LS-308, and Form B of LS-308.

Low Temperature Performance Grade (-YY) means the low temperature performance grade specified elsewhere in the Contract Documents and also referred to as the -YY specified for the performance graded asphalt cement where the PGAC Grade specified is PG XX-YY, and the minimum design pavement temperature.
Section 4A– Special Specifications
Tender Call No.197-2017  Contract No. 17EY-123TR

1101.04  DESIGN AND SUBMISSION REQUIREMENTS

1101.04.01  Submission Requirements

1101.04.01.01  PGAC Test Documentation

Clause 1101.04.01.01 of OPSS.MUNI 1101 is amended by the addition of the following:

Test results for the product demonstrating compliance to the requirements of Table 1.

A two (2) litre sample of the asphalt cement for each grade of asphalt cement for possible owner testing.

The Contract Administrator shall review the test results submitted and may elect to have quality assurance testing undertaken at the same time on the sample(s) provided. No asphalt mix shall be placed until the Contract Administrator provides written confirmation of the conformance of the PGAC to the requirements of the Contract Documents based on the submitted test results and owner quality assurance testing. Within ten (10) business days of receipt of the Contractor samples and test results, the Contract Administrator shall provide confirmation of conformance or shall advise of any non-conformance to the Contract requirements. Confirmation of conformance to Contract requirements does not constitute any guarantee that the mix can be produced or constructed or both to Contract requirements, and does not relieve the Contractor of the responsibility for ensuring the specified quality of materials and workmanship.

1101.05  MATERIALS

Section 1101.05 of OPSS.MUNI 1101 is amended by deleting the fourth paragraph and replacing with:

The asphalt cement shall not contain more than 0.3% polyphosphoric acid (PPA) and it shall only be used as a catalyst for the purpose of modification with epoxy-type polymers. All grades of PGAC shall not contain any orthophosphoric acid.

Section 1101.05 of OPSS.MUNI 1101 is amended by the addition of the following:

The asphalt cement shall not be air blown or catalytically oxidized in any manner and shall not be blended with air blown or catalytically oxidized residues in any manner. The asphalt cement shall not contain any of the following additives: alkaline bases; insoluble particulates or fibres; orthophosphoric acid; salts of iron, copper, manganese and/or cobalt; silicates; synthetic waxes; vegetable oils; waste oils (including but not limited to the following: waste engine oils, waste engine oil residues, re-refined engine oils, cracked residues, tall oils, waste cooking oils, etc.). If modifiers or additives other than styrene-butadiene (e.g., SB, SBS, SBR) or epoxy-type (e.g. reactive ethylene terpolymers) polymers are used for the modification of neat asphalt cement, pre-approval from the Contract Administrator is required.
1101.08  QUALITY ASSURANCE

1101.08.01  Basis of Acceptance

Subsection 1101.08.01 of OPSS.MUNI 1101 is deleted in its entirety and replaced with the following:

Material acceptance of asphalt cement for performance grading and the properties and attributes specified in Table 1 shall be based on quality assurance test results conducted by the Owner’s designated laboratory, unless superseded by referee test results, subject to the conditions specified in the Contract Documents.

Test results used to determine if the material complies with the requirements of the Contract Documents shall be forwarded to the Contractor.

1101.08.03  Sampling

Subsection 1101.08.03 of OPSS.MUNI 1101 is deleted in its entirety and replaced with the following:

The Contract Administrator shall determine the frequency of sampling and testing based on the HMA tender quantity for each grade of PGAC.

All test samples shall be obtained during the production of the asphalt mix at the asphalt mix plant from the storage tank which is directly feeding the production of the asphalt mix according to AASHTO T 40 and the asphalt plant’s health and safety plan. The asphalt plant’s health and safety plan and procedure for sampling shall be reviewed in advance.

The quality assurance, referee, and other required samples for possible Owner testing shall all be taken at the same time.

PGAC shall be sampled when notified by the Contract Administrator.

Sampling frequency, labelling and delivery requirements shall be according to Table 2. Samples shall be delivered in a condition suitable for testing.
Table 1 of OPSS.MUNI 1101 is deleted in its entirety and replaced with the following:

**Table 1 – Additional testing requirements and acceptance criteria for PGAC grades**

<table>
<thead>
<tr>
<th>PGAC grade</th>
<th>Property and attributes (Unit)</th>
<th>Test method</th>
<th>Results reported rounded to the nearest</th>
<th>Acceptance criteria</th>
<th>Rejectable</th>
</tr>
</thead>
<tbody>
<tr>
<td>All PGAC grades</td>
<td>Ash content, % by mass of residue (%)</td>
<td>LS-227</td>
<td>0.1</td>
<td>≤ 0.8</td>
<td>&gt;0.8</td>
</tr>
<tr>
<td></td>
<td>Low temperature limiting grade (LTLG) (°C)</td>
<td>LS-308</td>
<td>0.5</td>
<td>≤ (–YY)</td>
<td>&gt; (–YY)</td>
</tr>
<tr>
<td></td>
<td>Grade loss (°C)</td>
<td></td>
<td>0.5</td>
<td>≤ 6</td>
<td>&gt;6</td>
</tr>
<tr>
<td>All PGAC grades except PG58-28 and PG52-34</td>
<td>Non-recoverable creep compliance at 3.2 kPa ($J_{nr,3.2}$) (kPa$^{-1}$)</td>
<td>Multiple stress creep and recovery (MSCR) testing according to AASHTO T 350 testing conducted at a temperature of 58°C</td>
<td>0.01</td>
<td>&lt; 4.5</td>
<td>≥ 4.5</td>
</tr>
<tr>
<td></td>
<td>Average percent recovery at 3.2 kPa ($R_{3.2}$) (%)</td>
<td></td>
<td>0.1</td>
<td>&gt; the lesser of [(29.371) ($J_{nr,3.2}$)$^{0.2633}$] or 55</td>
<td>≤ the lesser of [(29.371) ($J_{nr,3.2}$)$^{0.2633}$ -0.2633 $-10$] or 55</td>
</tr>
<tr>
<td></td>
<td>Percent difference in non-recoverable creep compliance between 0.1 kPa and 3.2 kPa, $J_{nr, eff}$ (%)</td>
<td></td>
<td>0.1</td>
<td>N/A</td>
<td>Testing carried out only for information purpose</td>
</tr>
<tr>
<td></td>
<td>Average critical crack tip opening displacement ($\delta_t$) (mm)</td>
<td>LS-299</td>
<td>0.1</td>
<td>≥ 8</td>
<td>&lt;8</td>
</tr>
</tbody>
</table>
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Paragraph GC 1.0  Interpretation

1.01 Captions
.01 The captions appearing in these General Conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit or enlarge the scope or meaning of the General Conditions or any provision hereof.

1.02 Abbreviations
.01 For the purposes of the Contract Documents where used anywhere in the Contract Documents, the following abbreviations shall have the corresponding meanings:
   "AASHTO" - American Association of State Highway Transportation Officials
   "ACI" - American Concrete Institute
   "ANSI" - American National Standards Institute
   "ASTM" - American Society for Testing and Materials
   "AWG" - American Wire Gauge
   "AWWA" - American Water Works Association
   "CCIL" - Canadian Council of Independent Laboratories
   "CESA" - Canadian Engineering Standards Association
   "CGSB" - Canadian General Standards Board
   "CSA" - Canadian Standards Association
   "CWB" - Canadian Welding Bureau
   "GC" - General Condition
   "MOE" - Ministry of the Environment (Ontario)
   "MTO" - Ontario Ministry of Transportation
   "NSF" - NSF International
   "OPS" - Ontario Provincial Standard
   "OPSD" - Ontario Provincial Standard Drawing
   "OPSS" - Ontario Provincial Standard Specification
   "OTM" - Ontario Traffic Manual
   "PEQ" - Professional Engineers Ontario
   "SAE" - Society of Automotive Engineers
   "SSPC" - Structural Steel Painting Council
   "THESL" - Toronto Hydro Energy Services Limited
   "TRCA" - Toronto Region Conservation Authority
   "UL" - Underwriters Laboratories
   "ULC" - Underwriters Laboratories Canada

1.03 Gender and Singular References
.01 References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural and vice versa as the context requires.
1.04 Definitions

.01 For the purposes of the Contract Documents the following definitions shall apply:

**Actual Measurement** means a field measurement approved by the Contract Administrator with respect to an item of Work.

**Addenda** mean any additions or changes in the tender documents issued by the Owner prior to tender closing.

**Base** means a layer of material of specified type and thickness placed immediately below the Pavement, driving surface, finished grade, curb and gutter or sidewalk.

**Bid** means an offer in writing from the Contractor to complete the Work, submitted in accordance with the Tender Call.

**Certificate of Subcontract Completion** means the certificate issued by the Contract Administrator in accordance with paragraph GC 8.02.03.02, Certificate of Subcontract Completion.

**Certificate of Substantial Performance** means the certificate issued by the Contract Administrator at Substantial Performance.

**Change Directive** means a written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing the Contractor to proceed with a Change in the Work.

**Change in the Work** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the Work to be done or materials of the Work or part thereof, including changes in geotechnical, subsurface, surface or other conditions.

**Change Order** means a written amendment to the Contract signed by the Owner, or the Contract Administrator where so authorized, and the Contractor, covering contingencies, a Change in the Work, and establishing the basis for payment and the time allowed for the adjustment of the Contract Time, if any.

**City** means the City of Toronto

**Completion** has the meaning as set out in the Construction Lien Act, R.S.O. 1990, c. C.30, as amended;

**Completion Certificate** means the certificate issued by the Contract Administrator at Completion.
Completion Payment Certificate means the certificate described more particularly in paragraph GC 8.02.03.07

Contract means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.

Contract Administrator means the person, partnership or corporation designated by the Owner to be the Owner’s representative for the purposes of the Contract.

Contract Documents mean the executed agreement between the Owner and the Contractor, including its various schedules, the Tender Call, the General Conditions, the Specific Conditions, Standard Specifications, Special Specifications, Contract Drawings, Addenda, such other documents as may be listed in the agreement and any Change Orders.

Contract Drawings or Contract Plans mean drawings or plans, any Geotechnical Report, any Subsurface Report and other reports and information provided by the Owner for the Work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate sources lists, cross-sections and Standard Drawings.

Contract Price means the amount payable by the Owner to the Contractor for Work to be completed under the Contract in accordance with the method and manner of payment stipulated in the Contract Documents and the unit prices or lump sum prices tendered by the Contractor, and includes any additional amounts payable for approved Changes in the Work as provided for and authorised in the Contract Documents.

Contract Time means the time stipulated in the Contract Documents for Completion of the Work, including any extension of time made pursuant to the Contract Documents.

Contractor means the person, partnership or corporation undertaking the Work as identified in the Contract Documents.

Controlling Operation means any component of the Work that, if delayed, may delay the completion of the Work.

Cut-off Date means the date up to which payment may be made for Work performed.

Daily Work Records means daily records detailing the number and categories of workers and hours worked and on standby, types and quantities of Equipment and number of hours in use and on standby, and description and quantities of Material utilized.
**Section 5 – General Conditions of Contract**

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**Day** means a calendar day.

**Drawings** or **Plans** mean any Contract Drawings or Contract Plans or any Working Drawings or Working Plans, or any reproductions of drawings or plans pertaining to the Work.

**Equipment** means all machinery and equipment used for preparing, fabricating, conveying or erecting the Work and commonly referred to as "construction machinery" or "equipment".

** Estimate** means a calculation of the quantity or cost of the Work or part of it depending on the context.

**Final Acceptance** means the date on which the Contract Administrator determines that the Work has passed all inspection and testing requirements and the Contract Administrator is satisfied that the Contractor has rectified all imperfect Work and has discharged all of the Contractor's obligations under the Contract Documents.

**Final Acceptance Certificate** means the certificate issued by the Contract Administrator at Final Acceptance.

**Form of Agreement** means the Contract Execution Package Form of Agreement.

**GC or General Conditions** means these general conditions, which shall form part of the Contract Documents.

**Geotechnical Report** means a report or other information identifying surface and below surface soil, rock and ground water conditions in the area of any proposed Work.

**Grade** means the required elevation of a specific part of the Work.

**Hand Tools** means tools that are commonly referred to as "tools of the trade" or "implements of the trade" and include small power tools.

**Hazardous Material** means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, coal tar and any other biological or chemical agent, substance or material named, described, declared or defined to be hazardous, toxic, or a contaminant or pollutant in, or pursuant to, any applicable federal, provincial or municipal statutes, by-laws, regulations, codes, agreements, standards or orders.
GC #

Highway means a common and public highway, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Lot means a specific quantity of material or a specific amount of construction commonly from a single source and produced by the same process.

Lump Sum Item means a Tender Call item for which payment will be made at a single tendered price rather than based on a measured quantity.

Major Item means any Tender Call item that has a value, calculated on the basis of its actual or estimated Tender Call quantity, whichever is the larger, multiplied by its Tender Call unit price, which is equal to or greater than the lesser of:

   i. $100,000, or
   ii. 5% of the total Tender Call value calculated on the basis of the total of all the estimated Tender Call quantities and the Tender Call unit prices.

Material means material, machinery, equipment and fixtures forming part of the Work.

Owner means the City.

Pavement means a wearing course or courses placed on the Roadway and consisting of asphaltic concrete, hydraulic cement concrete, Portland cement concrete, or plant or road mixed mulch.

Plan Quantity means that quantity as computed from within the boundary lines of the Work as shown in the Contract Documents.

Progress Payment Certificate means that certificate described in paragraph GC 8.02.03.01, Progress Payment Certificate.

Record means any of the Contractor's books, payrolls, accounts, invoices, receipts or other information or documentation that relates to the Work or any Change in the Work or claims arising therefrom or that are required to identify or calculate taxes paid or payable and any savings resulting from tax changes.

Roadway means that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.

Shop Drawing means any drawing, diagram, illustration, schedule, performance chart, scheme, brochure or data which is provided or required to be provided by the Contractor to illustrate specific details of the performance and construction of a portion of the Work.
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Shoulder means that portion of the Roadway between the edge of the wearing surface and the top inside edge of the ditch or fill slope.

Special Specification means a specification containing requirements specific to the Work that are not included in any Standard Specification or which are intended to supplement, amend or override part or all of a Standard Specification.

Standard Drawing or Standard Specification means a standard practice required and stipulated by the Owner for performance of the Work.

Specific Conditions means that part of the Tender Call referred to as 'Specific Conditions'.

Subbase means a layer of material of specified type and thickness between the Subgrade and the Base.

Subcontractor means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.

Subgrade means the earth or rock surface, whether in cut or fill, as prepared to support the pavement structure, consisting of Base, Subbase and Pavement.

Substantial Performance has the meaning as set out in the Construction Lien Act, R.S.O. 1990, c. C.30 , as amended.

Substantial Performance Payment Certificate means a payment certificate as defined more particularly in paragraph GC 8.02.03.05.02.

Subsurface Report means a report or other information identifying the location of Utilities, concealed and adjacent structures and physical obstructions that fall within the Working Area.

Superintendent means the Contractor’s authorized representative in charge of the Work and who shall be a “competent person” within the meaning of the definition contained in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended.

Surety means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the Insurance Act, R.S.O. 1990, c.i.8, as amended, executing the bond provided by the Contractor and as required by the Contract Documents.

Tender Call means the Tender Call package in its entirety, inclusive of all appendices and Addenda/Addendum that may be issued by the City.

Time and Material means costs calculated according to paragraph GC 8.02.04, Payment on a Time and Material Basis.
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**Utility** means an aboveground or underground facility maintained by a municipality, public utility authority or regulated corporation and includes services such as sanitary sewer, storm sewer, water, electric, gas, oil, steam, data transmission, telephone and cable television.

**Warranty Period** means the period of 24 months measured from the date of Substantial Performance or such longer or shorter period as may be specified for certain Materials or some or all of the Work, in the Contract Documents.

**Work** means the total construction and related services required by the Contract Documents.

**Working Area** means all the lands and easements owned or acquired by the Owner for the construction of the Work.

**Working Day** means any Day,
   a) except Saturdays, Sundays and statutory holidays;
   b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this shall be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and Equipment force effectively engaged on the Controlling Operation for at least 5 hours;
   c) except a Day on which the Contractor is prevented from proceeding with a Controlling Operation, as determined by the Contract Administrator by reason of,
      i. any breach of the Contract by the Owner, or another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
      ii. non-delivery of Owner-supplied materials.
      iii. any cause beyond the reasonable control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

**Working Drawings** or **Working Plans** means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework and shoring plans, Roadway protection plans, Shop Drawings, shop plans or erection diagrams.

**1.05 Final Acceptance**

.01 For the purposes of determining whether Final Acceptance has occurred, the Contract Administrator shall not take into account, in determining the discharge of the Contractor's obligations, any warranty obligation of the Contractor to the extent that the warranty extends beyond 24 months after Substantial Performance.
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1.06 **Interpretation of Certain Words**

.01 The words "acceptable", "approval", "authorized", "considered necessary", "directed", "required", "satisfactory", or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Contract Administrator, unless the context clearly indicates otherwise.

1.07 **Language of the Contract**

.01 For the purposes of this Contract, all documents and communications pertaining to this Contract shall be in the English language.
Paragraph GC 2.0  Contract Documents

2.01  Reliance on Contract Documents – Underground Structures and Utilities

.01  The Owner represents that the information furnished in the Contract Documents can be relied upon, but subject to the following limitations or exceptions:

a)  the location of all underground utilities or other structures that may affect the Work shall be shown in any drawing to a tolerance of:

   i.  1 meter horizontal and
   ii. 0.3 meters vertical;

.02  Despite paragraph GC 2.01.01, the Owner does not warrant or make any representation with respect to:

   a)  interpretations of data or opinions expressed in any Subsurface Report or Geotechnical Report available for the perusal of the Contractor, whether or not such report is included as part of the Contract Documents, and

   b)  other information specifically excluded from this warranty.

2.02  Order of Precedence

.01  In the event of any inconsistency or conflict in the contents of the following documents, which form part of the Contract Documents, such documents shall take precedence and govern in the following descending order:

   a) Form of Agreement
   b) Addenda
   c) Pricing Form, which forms part of the Bid
   d) Special Specifications
   e) Contract Drawings
   f) Standard Specifications
   g) Specific Conditions
   h) General Conditions
   i) Working Drawings

   Later dates shall govern within each of the above categories of documents.

.02  In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:

   a)  Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;

   b)  Drawings of larger scale shall govern over those of smaller scale;
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c) Detailed Drawings shall govern over general Drawings; and
d) Drawings of a later date shall govern over those of an earlier
date in the same series.

.03 In the event of any inconsistency or conflict in the contents of Standard
Specifications, the following order of precedence shall govern:
   a) City of Toronto Standard Specifications and Standard
      Drawings, then
   b) Ontario Provincial Standard Specifications and Drawings;
      including any amendments, then
   c) Other Standard Specifications, such as those produced by Canadian
      Standards Association, Canadian General Standards Board,
      American Society for Testing and Materials and American National
      Standards Institute and referenced in the City of Toronto Standard
      Specifications, Standard Drawings or Ontario Provincial Standard
      Specifications.

.04 The Contract Documents are complementary, and what is required by any
one shall be as binding as if required by all.
Paragraph GC 3.0 Administration of the Contract

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3.01 **Contract Administrator’s Authority**

.01 The Contract Administrator shall be the Owner’s representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate whichever is later. Instructions to the Contractor including instructions from the Owner may be issued by the Contract Administrator or the Owner. The Contract Administrator shall have the authority to act on behalf of the Owner to the extent provided in the Contract Documents.

.02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor.

.03 The Contract Administrator may inspect the Work to evaluate his or her conformity with the Contract Documents, and to record any data deemed necessary by the Contract Administrator or the Owner.

.04 The Contract Administrator shall determine the amounts owing to the Contractor under the Contract and shall issue certificates for payment in such amounts as provided for in paragraph GC 8.0, Measurement and Payment.

.05 The Contract Administrator shall, with reasonable promptness, review and take appropriate action upon the Contractor’s submissions such as Shop Drawings, product data, and samples in accordance with the Contract Documents.

.06 The Contract Administrator shall be entitled to investigate all allegations of a Change in the Work made by the Contractor in writing and issue appropriate instructions.

.07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner’s approval.

.08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.

.09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract Documents. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and in making these decisions the Contract Administrator shall not show partiality to either party.
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.10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.

.11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship, the use of defective material, or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall when directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.

.12 Any part of the Work destroyed or damaged by such removals, replacements or re-executions shall be made good, promptly, at no additional cost to the Owner.

.13 If, in the opinion of the Contract Administrator, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, which amount shall be determined in the first instance by the Contract Administrator.

.14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective work or Material shall not constitute acceptance of defective work or Material.

.15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary, for the following reasons:

   a) to facilitate the checking of any portion of the Contractor’s construction layout;
   b) to facilitate the inspection of any portion of the Work; or
   c) for the Contractor to remedy its non-compliance with any provision of the Contract Documents.

The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.
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.16  In the case of non-compliance with the provisions of the Contract Documents by the Contractor, the Contract Administrator shall have the authority to either suspend the Work for such reasonable time as may be necessary to remedy such non-compliance or terminate the Work, at the sole discretion of the Owner. The Contractor shall not be entitled to any compensation for suspension or termination of the Work in these circumstances.

.17  If the Contract Administrator determines that any worker employed on the Work is incompetent, as defined by the Occupational Health and Safety Act, or is disorderly, then the Contract Administrator shall provide written notice to the Contractor and the Contractor shall immediately remove the worker from the Working Area. Such worker shall not return to the Working Area without the prior written consent of the Contract Administrator.

3.02 Working Drawings

.01  The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.

.02  The Contractor shall submit Working Drawings to the Contract Administrator in accordance with an agreed upon schedule or otherwise with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Contract Administrator so requests they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.

.03  The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.

.04  The Contract Administrator’s review shall check for conformity with the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.

.05  The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.

.06  Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator and
marked with the words "Reviewed. Permission to construct granted".

.07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

3.03 **Right of the Contract Administrator to Modify Methods and Equipment**

.01 The Contractor shall, when requested in writing, make alterations in the method, Equipment or work force at any time the Contract Administrator considers the Contractor’s actions to be unsafe, or damaging to either the Work or existing facilities or the environment.

.02 The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.

.03 Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

3.04 **Emergency Situations**

.01 The Contract Administrator has the right to determine the existence of an emergency situation, and when such an emergency situation is determined to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action, or if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.

.02 If the emergency situation was the fault of the Contractor, the remedial work shall be done at the Contractor’s expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial work.

3.05 **Layout**

.01 The Contract Administrator shall provide baseline and benchmark information for the general location, alignment, and elevation of the Work. The Owner shall be responsible only for the correctness of the information provided by the Contract Administrator.

3.06 **Working Area**

.01 The Contractor’s sheds, site offices, toilets, other temporary structures and storage areas for material and equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.

.02 The Contractor shall confine its construction operations to the Working Area. Should the Contractor require more space than that shown on the Contract Drawings, the Contractor shall, with the Contract Administrator’s written consent, obtain such space at no additional cost to the Owner.

.03 The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from
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the property owner.

.04 All benchmarks and survey monuments within the Working Area shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor’s expense.

#### 3.07 Extension of Contract Time

.01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the Contractor is of the opinion that such an extension may be required and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons, and state the length of extension required. Neither the Owner nor the Contract Administrator shall be under any obligation to consider an extension of the Contract Time unless the Contractor makes a request for an extension of Contract Time under this paragraph.

.02 Circumstances suitable for consideration of an extension of Contract Time include:

   a) Delays, in accordance with paragraph GC 3.08; and
   b) Changes in the Work, in accordance with paragraph GC 3.11

.03 The Contract Administrator shall, in considering an application for an extension to the Contract Time, take into account whether the delays or Changes in the Work involve a Controlling Operation.

.04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.

.05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

#### 3.08 Delays

.01 If the Contractor is delayed in the performance of the Work by,

   a) war, blockades, and civil commotions, errors in the Contract Documents;
   b) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
   c) the Contract Administrator giving notice as described in paragraph GC 7.09, Suspension of Work;
   d) abnormal inclement weather; or
   e) archaeological finds in accordance with paragraph GC 3.16, Archaeological Finds;

then the Contractor shall be reimbursed by the Owner for reasonable costs
incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time will be considered in accordance with paragraph GC 3.07, Extension of Contract Time.

.02
If the Work is delayed by labour disputes, strikes or lock-outs - including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound - which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with paragraph GC 3.07, Extension of Contract Time. In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions of the Owner.

.03
The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with paragraph GC 3.14, Claims, Negotiations, Mediations.

3.09 Assignment of Contract
.01
The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Owner, which consent may be withheld or given subject to such terms and conditions as the Owner deems appropriate.

3.10 Subcontracting by the Contractor
.01
Subject to paragraph GC 3.10.03, the Contractor may subcontract any part of the Work, in accordance with the Contract Documents and any limitations specified therein.

.02
The Contractor shall notify the Contract Administrator 10 Days prior to the start of construction, in writing, of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.

.03
The Contract Administrator shall, within 10 Days of receipt of such notification, accept or reject the intended Subcontractor. A rejection shall be in writing and shall include the reasons for the rejection.

.04
The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with the Contract Documents.
The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall,

a) enter into agreements with the intended Subcontractors to require them to perform their work in accordance with the Contract Documents; and

b) be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

The Contractor and all associated Subcontractors shall be subject to the Owner's Fair Wage Policy, as adopted by the Owner from time to time, and any of the Owner's or legislated labour trades requirements. Failure to comply with this policy and/or these requirements, may lead to termination of the Contract, or termination or rejection of a Subcontractor, as the case may be, with no recourse by the Contractor in respect of such termination or rejection.

Changes in the Work

The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract.

Where a Change in the Work relates solely to quantities of tendered unit price Work items, or where a Change in the Work must be undertaken prior to agreement between the Owner and the Contractor on a change in the Contract Price and/or Contract Time, the Change in the Work may be ordered by a Change Directive. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Directive. Upon the receipt of such Change Directive the Contractor shall proceed with the Change in the Work.

The Contractor may apply for an extension of Contract Time according to the terms of paragraph GC 3.07, Extension of Contract Time.

If the Change in the Work relates solely to quantities of unit price Work items in the Tender Call, payment for the Work shall be made according to the conditions in paragraph GC 8.01.02, Variations in Tender Call Quantities. If the Change in the Work does not relate solely to quantities of unit price Work items in the Tender Call, payment for the Change in the Work shall be made in accordance with:
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a) a lump sum price or unit price agreed to between the Contractor and the Contract Administrator prior to commencement of the Change in the Work, in which case the Contract Administrator shall issue a Change Order that states the agreed lump sum price or unit price, as applicable; or
b) the Schedule of Prices for Changes in the Work in the event that the Contract Documents include such a Schedule and the work item required is set out in the Schedule, in which case the Contract Administrator shall issue a Change Order; or
c) the provisions contained in paragraph GC 8.02.04, Payment on a Time and Material Basis.

3.12 Notices

.01 Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand, email or by facsimile transmission and on the fifth Day after the date of mailing if sent by mail.

.02 The Contractor and the Owner shall provide each other with the mailing addresses, telephone numbers, email addresses and facsimile terminal numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.

.03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.

.04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

3.13 Use and Occupancy of the Work Prior to Substantial Performance

.01 The Owner may use or occupy the Work or any part thereof prior to Substantial Performance unless otherwise specified in the Contract Documents.

.02 The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor’s Surety from any liability that has arisen, or may arise, from the performance of the Work. Such use or occupancy of any part of the Work by the Owner does not waive the Owner’s right to charge the Contractor liquidated damages in accordance with the terms of the Contract.
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3.14 Claims, Negotiations, Mediation

3.14.01 Continuance of the Work
.01 Unless the Contract Documents have been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action shall not jeopardize any claim it may have.

3.14.02 Record Keeping
.01 Immediately upon commencing Work that may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor’s claim, and the Contract Administrator shall keep Daily Work Records to be used in assessing the Contractor’s claim, all in accordance with paragraph GC 8.02.07, Records.

.02 The Contractor and the Contract Administrator shall attempt to reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted. If the Contractor and the Contract Administrator fail to reconcile their respective Daily Work Records, then the Contractor shall submit its Daily Work Records as part of its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.

.03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

3.14.03 Claims Procedure
.01 The Contractor shall give oral notice to the Contract Administrator of any situation which may lead to a claim for additional payment immediately upon becoming aware of the situation and shall provide written notice to the Contract Administrator of such situation or of any express intent to claim such payment, within seven Days of the commencement of any part of the work which may be affected by the situation or shall form part of the claim.

.02 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days after completion of the work affected by the situation. The detailed claim shall:

a) identify the item or items in respect of which the claim arises;
b) state the grounds, contractual or otherwise, upon which the claim is made; and
c) include the Records maintained by the Contractor supporting such claim.

In exceptional cases the 30 Days may be increased to a maximum of 90 Days with approval in writing from the Contract Administrator.
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.03 Within 30 Days of the receipt of the Contractor’s detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.

.04 Within 90 Days of receipt of the detailed claim, the Owner, or if authorized by the Owner, the Contract Administrator, shall advise the Contractor, in writing, of the Owner’s opinion with regard to the validity of the claim.

**3.14.04 Negotiations**

.01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.

.02 Should the Contractor disagree with the opinion given in paragraph GC 3.14.03.04, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Negotiation shall occur on three levels; first, with the Contract Administrator, second with the Owner’s Manager level, and third, with the Owner’s Director, General Manager or Executive Director. Corresponding level shall be involved in the discussions on behalf of the Contractor. Any agreement reached with the Contract Administrator shall be subject to the Owner’s approval. Prior to commencement of construction the Owner and the Contractor shall meet to determine the names of the representatives at the three levels of discussion. These names shall be put in writing, to be used in the event of a dispute in issue.

.03 Discussions with the Contract Administrator shall be completed as soon as possible and shall be limited to a period of no more than 30 Days following receipt of the opinion given in paragraph GC 3.14.03.04. The Manager level discussion shall be completed as soon as possible following failed discussions with the Contract Administrator, and shall be limited to a period of no more than a further 30 Days. The Director, General Manager or Executive Director level discussion shall be completed as soon as possible following failed Manager level discussions, and shall be limited to a period of no more than a further 30 days.

.04 Each party shall be responsible for elevating an issue to the next level of negotiation, if the issue has not been resolved at the current level. The Contractor or Contract Administrator shall notify the other party in writing if he or she wishes to pursue an issue to the next level of negotiation.

.05 Where a negotiated settlement cannot be reached, or it is agreed that payment cannot be made on a Time and Material basis in accordance with paragraph GC 8.02.04, Payment on a Time and Material Basis, the parties may, upon mutual agreement, proceed in accordance with paragraph GC 3.14.05, Mediation.
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3.14.05 Mediation
.01 If a claim is not resolved satisfactorily through the negotiation process in paragraph GC 3.14.04, and either party wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third party mediator.

.02 The mediator shall be mutually agreed upon by the Owner and Contractor.

.03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together or separately, as necessary, to review all aspects of the issue. The mediator may provide the parties with his or her non-binding, without prejudice, settlement recommendation, on the day of the mediation.

.04 Each party is responsible for its own costs related to the use of the third party mediator process. The costs of the third party mediator shall be equally shared by the Owner and Contractor.

3.14.06 Payment
.01 In the event that the parties resolve a claim through mediation, then any agreed upon payment shall be made no later than 30 Days after the date of resolution of the claim or dispute, unless the parties agree otherwise.

3.14.07 Rights of Both Parties
.01 Unless the parties agree otherwise, no action taken under this paragraph GC 3.14, Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties.

3.15 Arbitration

3.15.01 Conditions for Arbitration
.01 If a claim is not resolved satisfactorily through the negotiation process, or mediation if utilized, either party may request an arbitration of the dispute and the parties, by mutual agreement, may submit such dispute to arbitration and the provisions of the Ontario Arbitration Act, 1991, as amended, shall apply to such arbitration, including the provisions for appeal therein, except as otherwise provided in this section 3.15. Notwithstanding this, in the case of claims for amounts less than $150,000, exclusive of H.S.T., the provisions of article GC 3.15, Arbitration shall be mandatory if requested by either party, and the matter shall proceed to arbitration if not resolved through the said negotiation or mediation processes.

.02 If the Parties engage in arbitration to resolve the issue, notification to that effect shall be communicated in writing to the Contract Administrator within 30 Days of completing the negotiations referred in paragraph 3.14.04, or, if the parties proceed to mediation under paragraph 3.14.05, within 30 Days of completing that mediation.
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.03 The parties shall be bound by the decision of the arbitrator.

.04 The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of this paragraph GC 3.15, Arbitration.

3.15.02 Arbitration Procedure

.01 If the Parties agree to engage in arbitration to resolve an issue, the parties shall enter into an agreement to arbitrate in accordance with the Arbitration Act, 1991, S.O. 1991, Ch. 17.

The following provisions shall be included in the agreement to arbitrate:

a) All existing actions in respect of the matters under arbitration shall be stayed pending arbitration;

b) All then unresolved claims and matters to be settled shall be set out in a schedule to the agreement. Only such claims and matters as are in the schedule shall be arbitrated; and

c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.

3.15.03 Appointment of Arbitrator

.01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.

.02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration referred to in paragraph GC 3.15.01.02, the Owner and the Contractor shall each choose an appointee with 37 Days of the notice of arbitration.

.03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the Arbitration and Mediation Institute of Ontario Inc. which shall select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.

.04 The arbitrator shall not be interested financially in the Contract nor in either party’s business and shall not be employed by either party.

.05 The arbitrator is not bound by the rules of evidence which govern the trial of cases in court but may hear and consider any evidence which the arbitrator considers relevant.

.06 The hearing shall commence within 90 Days of the appointment of the arbitrator.
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**3.15.04 Costs**

.01 The arbitrator’s fee shall be equally shared by the Owner and the Contractor.

.02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.

.03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.

.04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

**3.15.05 The Decision**

.01 The reasoned decision shall be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with the decision of the Arbitrator.

**3.16 Archaeological Finds**

.01 If the Contractor’s operations expose any items that may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Initial notification may be verbal provided that such notice is confirmed in writing by the Contractor within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with paragraph GC 7.09, Suspension of Work.

.02 Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor’s control in accordance with paragraph GC 3.08.01.

.03 Any work directed or authorized in connection with an archaeological find shall be considered as a Change in the Work in accordance with paragraph GC 3.11, Changes in the Work.

.04 The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

**3.17 Changed Geotechnical or Subsurface Conditions**

.01 If the geotechnical or subsurface conditions in the Working Area appear to the Contractor or the Contract Administrator to differ materially from those indicated in the Contract Documents, then the Contractor or the Contract Administrator...
Administrator, respectively, shall immediately notify the other party. Notification may be verbal provided that the notice is confirmed in writing by the party giving the notice within 2 Days. The Contract Administrator shall promptly investigate the apparent changed geotechnical or subsurface conditions and make a finding. Subject to the provisions of GC 2.01, if the finding is that the conditions differ materially and this would cause an increase or decrease in the Contract Price or Contract Time, then the Contract Administrator, with the Owner’s approval, shall provide the Contractor with a Change Directive in accordance with the provisions of GC 3.11. If the finding is that the conditions are not materially different or that no change in the Contract Price or the Contract Time is justified, the Contract Administrator shall promptly report the reasons for this finding to the Contractor and Owner in writing.
Paragraph GC 4.0 Owner’s Responsibilities and Rights

**GC #**

**4.01** Working Area

.01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements.

**4.02** Approvals and Permits

.01 The Owner shall pay for all plumbing and building permits.

.02 The Owner shall obtain and pay for all permits, licenses and certificates solely required for the design of the Work.

**4.03** Management and Disposition of Materials

.01 The Owner shall identify in the Contract Documents the materials to be moved within or removed from the Working Area, and any characteristics of those materials that necessitate special materials management and disposition.

.02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that,
   a) the designated substance arsenic may be present throughout the Working Area occurring naturally, in contaminated soil or in sewage;
   b) the designated substance asbestos is typically present throughout the Working Area in cement products, asphalt, and conduits for utilities. Exposure may occur as a result of activities by the Contractor such as cutting, grinding, drilling, blasting, breaking, crushing or removing of cement products, asphalt or conduits;
   c) the designated substance lead may be present throughout the Working Area in contaminated soil, in sewage or in lead-containing paints, coatings, or conduits. Exposure may occur during soil excavation, or during removal or high temperature cutting/welding of paints/coatings or during cutting, grinding, drilling or removing of conduits;
   d) the designated substance silica is typically present throughout the Working Area in cement materials. Exposure may occur as a result of activities such as sweeping, drilling, cutting, grinding, breaking or removing rock, concrete, masonry, stone or refractory materials; and
   e) The designated substances benzene and mercury may be present throughout the Working area in sewage.

.03 Where building records or test results indicate the presence of a designated substance as set out above, specific information on its condition and location shall be provided by the Owner in the Contract Documents.

.04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous materials that are in addition to those listed in paragraph GC 4.03.02, or not clearly identified in the Contract
Documents according to paragraph GC 4.03.03, then verbal notice shall be provided to the other party immediately and written confirmation shall be provided within 2 Days. The Contractor shall stop work in the area immediately and shall determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.

The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Hazardous Materials not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph GC 4.03.05 shall be deemed to be a Change in the Work.

Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner shall supply or use as part of the Work, together with copies of the Materials Safety Data Sheets for these products. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Material Safety Data Sheets.

**4.04 Construction Affecting Railway Property**

The Owner shall pay the costs of all flagging and other traffic control measures required and provided by a railway company unless such costs are solely a function of the Contractor’s chosen method of completing the Work.

Every precaution shall be taken by the Contractor to protect all railway property at track crossings or otherwise, on which construction operations are to take place in accordance with the terms of this Contract Documents.

The Contractor shall be required to conduct the construction operations in such a manner as to avoid the possibility of damaging any railway property in the vicinity of the Work. Every reasonable precaution shall be taken by the Contractor to ensure the safety of all workers, Subcontractors, and Equipment, as well as railway property throughout the duration of the Contract.

**4.05 Default by the Contractor**

If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor’s insolvency, or if a receiver is appointed because of the Contractor’s insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

If the Contractor fails to commence the Work within 14 Days of a formal order to commence work signed by the Contract Administrator or, upon commencement of the Work, should neglect to execute the Work properly or otherwise fails to comply with the requirements of the Contract, the Owner
Section 5 – General Conditions of Contract

GC # may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor’s contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such notice.

4.06 Notification of Default
.01 The Owner may give written notice of a default to the Contractor, provided that failure to give such notice in a timely way shall neither constitute nor be construed as waiver of the default. The notice shall include instructions to correct the default within 5 Working Days following receipt of such notice.

4.07 Contractor’s Right to Correct a Default
.01 The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.

.02 If the Owner determines that the correction of the default cannot be completed within 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor,
   a) commences the correction of the default within the 5 Working Days following receipt of the notice;
   b) provides the Owner with a schedule satisfactory to the Owner for the progress of such correction; and
   c) completes the correction in accordance with such schedule.

4.08 Owner’s Right to Correct Default or Terminate the Contract
.01 If the Contractor fails to correct the default within the time specified in paragraph GC 4.07, Contractor's Right to Correct a Default, the Owner may, without prejudice to any other right or remedy:
   a) correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor; and
   b) terminate the Contractor’s right to continue the Work in whole or in part by giving written notice to the Contractor.

.02 If the Owner terminates the Contractor’s right to continue with the Work in whole or in part, the Owner shall be entitled to,
   a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
   b) utilize any Material within the Working Area;
   c) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
   d) charge the Contractor the additional cost over the Contract Price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator, which additional cost shall include any additional compensation paid to the
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Contract Administrator arising from the correction of the default;

e) charge the Contractor a reasonable allowance, as determined by the
Contract Administrator, to cover correction to the Work performed by
the Contractor that may be required under paragraph GC 7.15,
Warranty;

f) charge the Contractor for any damages the Owner may have
sustained as a result of or in relation to the default; and

g) charge the Contractor the amount by which the cost of corrections to
the Work under paragraph GC 7.15, Warranty, exceeds the
allowance provided for such corrections.

4.09 Final Payment to Contractor

.01 If the Owner’s cost to correct and complete the Work in whole or in part is
less than the amount withheld from the Contractor under paragraph GC
4.08.02, the Owner shall pay the balance to the Contractor as soon as the
final accounting for the Contract is complete.

4.10 Continuation of Contractor’s Obligations

.01 The Contractor’s obligation under the Contract as to quality, correction and
warranty of the Work performed prior to the time of termination of the
Contract or termination of the Contractor’s right to continue with the Work in
whole or in part shall continue to be in force after such termination.

4.11 Owner’s Right to Request Documents

.01 The Contractor shall, at the sole request of the Owner, provide any
documentation requested by the Owner, where that documentation relates
to any of the Work. The Contractor shall ensure that all such documentation
is provided no later than ten (10) days following the receipt of any such
request.
Paragraph GC 5.0 Material

**Supply of Material**

- **5.01 All Material necessary for the proper completion of the Work, except those listed as being supplied by the Owner, shall be supplied by the Contractor at its sole expense.**

**Quality of Material**

- **5.02 All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.**
- **5.02 Material supplied by the Contractor shall conform to the requirements of the Contract Documents.**
- **5.03 As specified in the Contract Documents or as otherwise requested by the Contract Administrator, the Contractor shall make available for inspection or testing a sample of any Material to be supplied by the Contractor.**
- **5.04 The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling and testing as specified in the Contract Documents or as otherwise requested by the Contract Administrator.**
- **5.05 The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling and testing.**
- **5.06 The Owner shall not be responsible for any delays to the Contractor’s operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling and testing before the scheduled shipping dates.**
- **5.07 The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.**
- **5.08 Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Contract Administrator.**
- **5.09 All Material inspection, sampling, and testing shall be carried out on a random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Contract Administrator for the Material that is based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in**
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5.03 **Rejected Material**
.01 The Contractor shall remove rejected Material from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice, the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of in what the Contract Administrator considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

5.04 **Substitutions**
.01 Where the Tender Call requires the Contractor to supply a Material designated by a trade or other name, the Bid shall be based only upon supply of the Material so designated, which shall be regarded as the standard of quality required by the Tender Call. After the acceptance of the Bid, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated in the Tender Call. The application to the Contract Administrator shall be in writing and shall state the price for the proposed substitute Material, and such other information as the Contract Administrator may require.

.02 The Contractor shall not propose any substitute Material prior to the acceptance of the Bid. The Contractor shall not substitute any Material without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be made at the discretion of the Contract Administrator.

5.05 **Owner Supplied Material**

5.05.01 **Ordering of Excess Material**
.01 Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.

5.05.02 **Care of Material**
.01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator and on the receipt of such Material shall promptly place it in storage except where it is to be incorporated forthwith into the Work.

.02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense.
to the Owner, and to the satisfaction of the Contract Administrator. If such
Material is rejected by the Contract Administrator for reasons that are not the
fault of the Contractor it shall remain in the care and at the risk of the
Contractor until its disposition has been determined by the Contract
Administrator.

.03 Where Material supplied by the Owner arrives at the delivery point in a
damaged condition or where there are discrepancies between the quantities
received and the quantities shown on the bills of lading, the Contractor shall
immediately report such damage or discrepancies to the Contract
Administrator who shall arrange for an immediate inspection of the shipment
and provide the Contractor with a written release from responsibility for such
damage or deficiencies. Where damage or deficiencies are not so reported,
it shall be assumed that the shipment arrived in good condition and order,
and any damage or deficiencies reported thereafter shall be made good by
the Contractor at no extra cost to the Owner.

.04 All Material supplied by the Owner in each shipment shall be accounted for
by the Contractor and such Material shall be at the risk of the Contractor
after taking delivery. Such Material shall not, except with the written
permission of the Contract Administrator, be used by the Contractor for
purposes other than the performance of the Work under the Contract.

.05 Empty reels, crates, containers and other types of packaging from Material
supplied by the Owner shall become the property of the Contractor when
they are no longer required for their original purpose and shall be disposed
of by the Contractor at the Contractor’s expense unless otherwise specified
in the Contract Documents.

.06 Immediately upon receipt of each shipment, the Contractor shall provide the
Contract Administrator with copies of bills of lading, or such other
documentation the Contract Administrator may require to substantiate and
reconcile the quantities of Material received.

.07 Where Material supplied by the Owner is ordered and stockpiled prior to the
award of the Contract, the Contractor shall, at no extra cost to the Owner,
immediately upon commencement of operations, check the Material, report
any damage or deficiencies to the Contract Administrator and take charge of
the Material at the stockpile site. Where damage or deficiencies are not so
recorded by the Contractor, it shall be assumed that the stockpile was in
good condition and order when the Contractor took charge of it, and any
damage or deficiencies reported thereafter shall be made good by the
Contractor at no extra cost to the Owner.
Paragraph GC 6.0 Insurance, Protection and Damage

6.01 Protection of Work, Persons and Property

.01 The Contractor, the Contractor’s agents, and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons, and property, including but not limited to, structures and utilities that may be impacted by the Work from damage or injury. The Contractor shall be responsible for all losses and damage which may arise as the result of the Contractor’s operations under the Contract unless indicated to the contrary below.

.02 The Contractor shall be responsible for the full cost of any necessary temporary protective work or works and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property, the Contractor shall restore such damage, and such work and payment shall be administered according to the Contract Documents.

.03 The Contractor shall immediately inform the Contract Administrator of all damage and injuries that occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of the occurrence of the damage or injuries. The Contract Administrator may conduct its own investigation and the Contractor shall provide all assistance to the Contract Administrator as may be necessary for that purpose.

.04 The Contractor shall not be responsible for loss and damage that occurs as a result of,

a) war;

b) blockades and civil commotions;

c) errors in the Contract Documents; or

d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.

.05 The Contractor and its Surety or Sureties shall not be released from any term or provision of any responsibility, obligation or liability under the Contract or waive or impair any of the rights of the Owner except by a release duly executed by the Owner.

6.02 Indemnification

.01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, and each of their elected officials, officers, employees and agents (hereinafter referred to collectively as the “Indemnitees”) from and against all claims, demands, actions, suits or proceedings which may be brought against or made by third parties,
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hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform any of its obligations under the Contract Documents.

.02

The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.

.03

The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, actions, suits or proceedings brought against the Contractor by third parties that arise out of the Contractor's direct involvement in this Contract provided such claims are directly caused by the negligent act or omission of the Owner, and then only to the extent the loss or damage was caused by the Owner.

.04

The Owner shall indemnify and hold harmless the Contractor, its agents, officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of its obligations under the Contract Documents which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area. The Contractor expressly waives the right to indemnity for claims other than those stated above.

.05

The Contractor shall pay to the Indemnitees, or any of them, on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Indemnitees, or any of them, in consequence of any such action, suit, claim, lien, execution or demand pursuant to GC 6.01 and any moneys paid or payable by the Indemnitees in settlement or in discharge or on account thereof. If the Contractor fails to make such payment, all such mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the Owner on account of the Work or from moneys payable by the Owner to the Contractor on any account whatever or may be recovered from the Contractor or its Surety, as the case may be, in any court of competent jurisdiction as moneys paid at their request. The Contractor hereby authorizes and empowers the Owner or the Contract Administrator as the case may be, or their Solicitor, for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Owner or the Contract Administrator, as the case may be, or their said Solicitor may deem expedient. The Contractor shall ratify and confirm all the acts of the Owner or the Contract Administrator or their Solicitor in that behalf, and shall pay to such Solicitor on demand his or her reasonable costs of any such defense, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Owner to the Contractor on any account whatever.
Contractor's Insurance

Without restricting the generality of paragraph GC 6.02, Indemnification, the Contractor shall, at no additional cost to the Owner, at all times until the Work has been completed and handed over to the Owner, obtain and maintain insurance policies for the Work as outlined in the Contract Documents and as described below.

The Contractor shall obtain Commercial General Liability Insurance such that the policy:

- is in the amount of not less than Five Million Dollars ($5,000,000.00), per occurrence;
- adds the Contract Administrator, the City, its boards, agencies and commissions and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operation of the Contractor for which a contract is issued by the City;
- has provisions for cross-liability and severability of interest, blanket form contractual liability, owner's and contractor's protective liability, broad form property damage, contingent and/or employer's liability, products/completed operations, non-owned automobile liability and any other provision relevant as detailed in the proposal/contract documents, and if applicable, including coverage for blasting, pile driving and collapse; and

The Contractor shall provide the following policies of insurance:

- Standard Automobile Liability Insurance for all owned or leased licensed motorized vehicles that will be used in the performance of the Work with a limit of not less than TWO Million Dollars ($2,000,000.00);
- Contractor's Equipment Insurance – All-Risk property insurance on the Contractor's equipment, materials and supplies used in the performance of the contract, including temporary boilers and pressure vessels in an amount to reflect replacement cost. The Contractor shall have no claim against the Owner or the Owner's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the Owner.

The Contractor shall, if requested by the City, provide the following policies of insurance as described below:

- Contractor's Pollution with a limit of $1,000,000 for sudden and gradual pollution occurrences associated with the Work, if applicable;

All policies taken out by the Contractor shall be placed with an insurance company licensed to write in the Province of Ontario.
Section 5 – General Conditions of Contract

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.06 The insurance policies required pursuant to this paragraph GC 6.03 shall be primary and shall not call into contribution any insurance available to the Owner.

.07 Prior to the commencement of the Work, the Contractor shall deliver to the City an original certificate of insurance in the City's standard form, signed by the insurer or an authorized agent of the insurer. The Contractor shall provide original signed Certificates evidencing renewals or replacements to the Owner prior to the expiration date of the original policies, without notice or request by the Owner.

.08 The Contractor agrees that the insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne entirely by the Contractor. The amount of the deductible for the purpose of this Contract shall not be more than $25,000.00.

.09 Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

.10 It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Contractor in the performance of the Work.

.11 The Contractor shall maintain completed operations coverage for a period of six (6) years from Substantial Performance, unless otherwise indicated in the Contract Documents. On an annual basis the Contractor shall submit to the City a renewal certificate or a replacement policy prior to the expiration date of the existing policy without notice or demand by the City. If the Contractor fails to do so, any limitation period for claiming indemnity described in the Contract Documents shall not be binding on the Owner.

.12 Each policy (except for the policy of automobile insurance required under paragraph 1 of GC 6.03.03) shall contain an endorsement requiring the insurer(s) to notify the City of Toronto in writing, by registered mail, at least thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior to any cancellation of the Contractor’s insurance.

**6.04 Bonding**

.01 The Contractor shall provide the Owner with any bonds required by the Tender Call, which bonds shall be addressed to the correct obligee, in the amount and for the duration set out in the Tender Call.

.02 Such bonds shall be issued by a Surety and shall be maintained in good standing until the fulfillment of all obligations set out in the Contract Documents.

.03 The Contractor and Subcontractors shall not include any additional bonding costs in their quotation for any change order Work that may be required or performed.
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Paragraph GC 7.0 Contractor’s Responsibilities and Control of the Work

**GC #**

7.01 General

.01 The Contractor warrants that the site of the Work has been visited during or prior to the preparation of the Bid and the character of the Work and all local conditions which may affect the performance of the Work are known.

.02 The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the Work, signed by the Contract Administrator.

.03 The Contractor shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work. The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Work in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.

.04 The Contractor, so as to ensure conformity with the Contract Documents shall, except where otherwise required by the Owner, have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.

.05 Notwithstanding paragraph GC 7.01.04, where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods shall be considered to be part of the design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.

.06 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (the “Act”) and Ontario Regulation 213/91 (which regulates Construction Projects) and any other regulations under the Act (the “Regulations”) which may affect the performance of the Work, as the “constructor” or “employer”, as defined by the Act, as the case may be. The Contractor shall ensure that:
   a) worker safety is given first priority in planning, pricing and performing the Work;
   b) its officers and supervisory employees have a working knowledge of the duties of a “constructor” and “employer” as defined by the Act and the provisions of the Regulations applicable to the Work, and a
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personal commitment to comply with them;

c) a copy of the most current version of the Act and the Regulations are available at the Contractor’s office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;

d) workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;

e) its supervisory employees are "Competent Persons" as defined in the Act, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and

f) all Subcontractors and their workers are properly protected from injury while in the Working Area.

.07

The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the Work performed or in respect of any fine incurred or claim made as a result of the Contractor’s failure to comply with the requirements of the Act and the Regulations.

.08

Prior to commencement of the Work the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or WHMIS, which the Contractor expects to use for the Work. Related Materials Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labelled. The Contractor shall notify the Contract Administrator, in writing, of changes in the products to be used and provide relevant Material Safety Data Sheets.

.09

The Contractor shall have a Superintendent on the site while any Work is being performed, to supervise the Work and to act for or on the Contractor’s behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions and cell phone, pager and telephone numbers of the Superintendent who can be contacted at any time to deal with matters relating to the Contract and update as necessary.

.10

The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform
the duties, is familiar with Book 7 of the OTM and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name, address, position, cell phone, pager, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Work Area at all times.

.11 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.

.12 The Contractor shall prepare, and update as required, a construction schedule of operations, indicating the proposed methods of construction and sequence of work and the time the Contractor proposes to complete the various items of work within the Contract Time. The schedule shall be designed to ensure conformity with the specified Contract Time. The schedule shall be submitted to the Contract Administrator within 7 Days from the date of the Contract award, unless otherwise required by the Contract. If the Contractor’s schedule is materially affected by changes, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 Days of the request. This updated schedule shall show how the Contractor proposes to perform the balance of the Work, so as to complete the Work within the time specified in the Contract Documents. The Owner shall at its sole discretion be entitled to decide to not issue an order to commence work, until such a schedule has been received.

.13 Where the Contractor finds any error, inconsistency or omission relating to the Contract Documents or the Work, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving advice from the Contract Administrator.

.14 The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections that may be affected by the Work. The Contractor shall observe the location of the stake outs, prior to commencing the Work, and in the event that there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected utility companies, in order to resolve the discrepancy. The Contractor shall be responsible for any damage done to the underground Utilities and service connections by the Contractor's forces during construction.
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.15 The Contractor shall comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the “Laws”), applicable to the Work to be provided by, and the undertakings and obligations of, the Contractor under this Contract.

7.02 Layout

7.02.01 Layout by Contractor

.01 Where the Contract Documents provide for the Contractor to lay out the Work, sub paragraphs .02 to .08 of paragraph 7.02.01 shall apply.

.02 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those property bars, baselines and benchmarks that are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.

.03 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars that must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor’s operations shall be replaced by an Ontario Land Surveyor, at the Contractor’s expense.

.04 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.

.05 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.

.06 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.

.07 The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor’s layout work has been checked by the Contract Administrator.

.08 All stakes, marks and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time, such stakes, marks and reference points shall be replaced, to the satisfaction of the Contract Administrator, at the Contractor’s expense.
7.02.02 Layout by Owner

Where the Contract Documents provide for the Owner to layout the Work, sub paragraphs .02 to .09 of paragraph 7.02.02 shall apply.

.02 The Owner shall be responsible for setting out the line and setting out the Grade for the project.

.03 The Owner shall supply a copy of the alignment and grade sheets to the Contractor to facilitate the construction of the Work according to the Contract Drawings.

.04 The Owner shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work.

.05 All stakes, marks and reference points provided by the Owner shall be carefully preserved by the Contractor. In the case of the destruction or removal as a result of the Contractor’s operations, such stakes, marks and reference points shall be replaced by the Owner at the Contractor’s expense.

.06 The Contractor shall give the Owner at least 24 hours notice before requiring levels, lines or stakes, on any portion of the Work and the Contractor shall clearly state in such notice the exact locality or localities where such are needed for use.

.07 The Contractor must satisfy itself before commencing work at any point as to the meaning and accuracy of all stakes and marks, and no claim shall be considered by the Owner for or on account of any alleged inaccuracies or for any alternations subsequently rendered necessary on account of any such alleged inaccuracies, unless the Contractor notifies the Owner thereof in writing before commencing the Work.

.08 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor’s operations shall be replaced by an Ontario Land Surveyor, at the Contractor’s expense.

.09 All stakes, marks and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal as a result of the Contractor’s operations, such stakes, marks and reference points shall be replaced, to the satisfaction of the Contract Administrator, at the Contractor’s expense.

7.03 Damage by Vehicles or Other Equipment

.01 If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor’s vehicles or other Equipment,
whether licensed or unlicensed Equipment, the Contractor shall, on the
direction of the Contract Administrator, and at no extra cost to the Owner,
make changes or substitutions for such vehicles or Equipment, and shall
alter loadings, or in some other manner, remove the cause of such damage
to the satisfaction of the Contract Administrator.

7.04 Excess Loading of Motor Vehicles
.01 Where a vehicle is hauling Material for use on the Work, in whole or in part,
upon a Highway, and where motor vehicle registration is required for such
vehicle, the Contractor shall not cause or permit such vehicle to be loaded
beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990,
c.H.8, as amended, whether such vehicle is registered in the name of the
Contractor or otherwise, except where there are designated areas within
the Working Area where overloading is permitted. The Contractor shall
bear the onus of weighing disputed loads.

7.05 Condition of the Working Area
.01 The Contractor shall maintain the Working Area in a tidy condition and free
from the accumulation of debris and prevent nuisance, mud and ponding
water, other than that caused by the Owner or others.

7.06 Maintaining Roadways and Detours
.01 Where an existing Roadway is affected by construction, it shall, at all times,
be kept open to traffic. The Contractor shall, at no additional cost to the
Owner, be responsible for providing and maintaining, for the duration of the
Work an alternative route for both pedestrian and vehicular traffic through
the Working Area in accordance with the OTM, whether along the existing
Highway under construction or on a detour road beside or adjacent to the
Highway under construction.

.02 Subject to the approval of the Contract Administrator, the Contractor may
block traffic for short periods of time to facilitate construction of the Work in
accordance with the OTM. Any temporary lane closures shall be kept to a
minimum.

.03 The Contractor shall not be required to maintain a road through the
Working Area until such time as the Contractor has commenced operations
or during seasonal shut down or on any part of the Work that has been
accepted in accordance with the Contract Documents. The Contractor
shall not be required to apply de-icing chemicals or abrasives or carry out
snowplowing unless otherwise specified in the Contract Documents.

.04 Where localized and separated sections of a Highway are affected by the
Contractor’s operations, the Contractor shall not be required to maintain
intervening sections of that Highway until such times as these sections are
located within the limits of the Highway affected by the Contractor’s general
operations under the Contract. Nothing in this section shall be taken as
limiting the Contractor’s obligation to maintain all areas of a Highway
affected by the traffic control measures undertaken in relation to the Work
and to fulfill all traffic control responsibilities thereon.

.05 Where the Contract Documents provide for, or the Contract Administrator requires, detours at specific locations, payment for the construction of the detours, and if required, for the subsequent removal of the detours, shall be made at the Contract Prices appropriate to such work.

.06 The Contractor shall maintain, to the satisfaction of the Owner and the Contract Administrator, a road through the Working Area. The road through the Working Area shall include any detour constructed in accordance with the Contract Documents or required by the Contract Administrator. Compensation for all labour, Equipment and Materials to do this Work shall be at the Contract prices appropriate to the Work or, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.

.07 Where Work is discontinued for any extended period including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Highway and detours in a passable, safe and satisfactory condition for public travel.

.08 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor’s sole expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.

.09 Where, with the prior written approval of the Contract Administrator, a Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect and maintain traffic control devices in accordance with the OTM.

.10 Compliance with the foregoing provisions shall in no way relieve the Contractor of obligations under paragraph GC 6.01, Protection of Work, Persons and Property, dealing with the Contractor’s responsibility for damage claims, except for claims arising on sections of a Highway within the Working Area that are being maintained by others.

7.07 Access to Properties Adjoining the Work and Interruption of Utility Services

.01 The Contractor shall provide, at all times, and at no extra cost to the Owner,

a) safe and adequate pedestrian and vehicular access; and
b) continuity of Utility services; and
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c) access for any and all emergency response vehicles and services, to any and all properties adjoining the Working Area.

.02 The Contractor shall provide, at all times and at no extra cost to the Owner, access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.

.03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with paragraph GC 7.11, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

7.08 Approvals and Permits

.01 Except as specified in paragraph GC 4.02, Approval and Permits, the Contractor shall obtain and pay for any permits, licenses, and certificates that are required for the performance of the Work.

.02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in paragraph GC 7.08.01

7.09 Suspension of Work

.01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and Work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, shall be administered according to paragraph GC 3.08, Delays.

7.10 Contractor’s Right to Stop the Work or Terminate the Contract

.01 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,

a) the Contract Administrator fails to issue certificates in accordance with the provisions of paragraph GC 8.0 Measurement and Payment;

b) the Owner fails to pay the Contractor, within 30 Days of the due dates identified in paragraph GC 8.02.03, Certification and Payment, the amounts certified by the Contract Administrator or within 30 Days of an award by an arbitrator or court; or

c) the Owner commits a major default of the requirements of the Contract.

.02 The Contractor’s written notice to the Owner shall advise that if the default is not corrected in the 15 Days immediately following the receipt of the written notice the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.

.03 If the Contractor terminates the Contract under the conditions set out in
paragraph GC 7.10, above, the Contractor shall only be entitled to be paid for that portion of the Work that is, in the Contract Administrator's opinion, satisfactorily performed.

7.11 Notices by the Contractor

.04 Before Work is carried out that may affect the property or operations of any Ministry or agency of government or any person, company, partnership or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours' advance written notice of the date of commencement of such work to the person, company, partnership, corporation, board, or commission so affected.

.05 In the case of a spill as defined in section 91 of the Environmental Protection Act (Ontario) and any successor legislation, or any damage to, or interference with any Utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately owned works or property, the Contractor shall immediately notify the Owner and the Contract Administrator of the location and details of such spill, damage or interference. In the case of spills, the Contractor shall also, immediately, report the spill to the Ministry of the Environment (Ontario).

7.12 Obstructions

.01 Except as otherwise noted in the Contract Documents, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage or expense occasioned thereby.

.02 Where the obstruction is a Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the plans or described in the Contract Documents and the location so shown is within the tolerance specified in paragraph GC 2.01.01(a) or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with the Contract Documents.

.03 During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utilities from damage.
7.13 Limitations of Operations
.01 Except for such work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry on operations under the Contract Documents on days other than Working Days without permission in writing from the Contract Administrator, unless otherwise required by the Contract Documents.

.02 The Contractor shall cooperate and coordinate the Work with other contractors, Utility companies and the Owner and they shall be allowed access to their work or plant at all reasonable times.

7.14 Cleaning Up Before Acceptance
.01 Upon attaining Substantial Performance of the Work, the Contractor shall remove any surplus materials, tools, construction machinery and Equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner, and leave the Work and Working Area clean and suitable for occupancy by the Owner unless otherwise specified.

.02 Notwithstanding any other terms or conditions set out herein, the Contract Administrator shall not be under any obligation to issue a Completion Certificate until such time as the Contractor has removed all surplus materials, tools, construction machinery, debris and Equipment from the Working Area.

7.15 Warranty
.01 The Contractor shall be responsible for the proper performance of the Work only to the extent that the design and specifications permit such performance.

.02 Subject to the previous paragraph, the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear, prior to and during the period of 24 months after the date of Substantial Performance or such longer or shorter periods as may be specified elsewhere in the Contract Documents for certain Equipment, Materials or components of Work. The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph GC 7.15.02.
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7.16 Contractor’s Workers
.01 The Contractor shall employ only orderly, competent and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly, such worker or workers shall be removed from the Work and shall not again be employed on the Work without the consent in writing of the Contract Administrator.

7.17 Resident or property owner complaints or claims
.01 The Contractor shall immediately upon becoming aware of a complaint or claim made by a resident or property owner, inform the Contract Administrator.

7.18 Contractor’s responsibility for drainage
.01 The Contractor shall keep all portions of the Work well, properly and efficiently drained, to at least the same degree as that of the existing drainage conditions, during construction and until the Work is completed. The Contractor shall be solely responsible for all damages caused by, or resulting from, water backing up or flowing over, under, through, from, on or along any part of the Work or which any of his or her operations may cause to flow elsewhere and shall bear such costs, make such provisions and provide such indemnity as required in the Contract Documents.

7.19 Blasting
.01 The Contractor shall not carry out any blasting operation except with the written consent of the Contract Administrator, provided that any consent so granted shall not, under any circumstances, relieve the Contractor of the liabilities and obligations assumed by him under this Contract.

.02 The Contractor shall comply with all laws, regulations and directions of the Contract Administrator, respecting the handling, storage and use of explosives.
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Paragraph GC 8.0 Measurement and Payment

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8.01 Measurement

8.01.01 Quantities

The Contract Administrator shall make an Estimate once a month, in writing, of the quantity of Work performed. The first Estimate shall be the quantity of Work performed since the Contractor commenced the Contract, and every subsequent Estimate, except the final one, shall be of the quantity of Work performed since the preceding Estimate was made. The Contract Administrator shall provide the copy of each Estimate to the Contractor within 15 Days of the last day of the period covered by the Estimate.

8.01.02 Variations in Tender Call

Where it appears that the quantity of Work to be done and/or Material to be supplied by the Contractor under a unit price Tender Call item will exceed or be less than the Tender Call quantity, the Contractor shall proceed to do the Work and/or supply the Material required to complete the Tender Call item and payment will be made for the actual amount of Work done and/or Materials supplied at the unit prices stated in the Tender Call except as provided below:

a) In the case of a Major Item where the quantity of Work performed and/or Material supplied by the Contractor exceeds the tender quantity by more than 30%, the City shall have the right, in its sole discretion, to require that the portion of the Work performed and/or Material supplied which exceeds 130% of the tender quantity be paid as Work on a Time and Material Basis, in accordance with GC 8.02.04.

8.02 Payment

8.02.01 Payment for Work

Payment for the Work shall be full compensation for all labour, Equipment and Material required in its performance, including, but not limited to, Hand Tools, supplies and other incidentals.

.02 Payment for Work not specifically detailed as part of any one item and without specified details of payment shall be deemed to be included in the items with which it is associated.
Advance Payments for Material

The Owner may make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:

a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.

b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:

i. Sources Other Than Commercial
   (1) Granular ‘A’, ‘B’ and ‘M’ shall be assessed at the rate of 60% of the Contract Price.
   (2) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract Price for each aggregate stockpiled.

ii. Commercial Sources
   Payment for separated coarse and fine aggregates shall be considered at the above rate when such materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such materials into a final product. Advance payments for other materials located at a commercial source shall not be made.

c) Payment for all other materials, unless otherwise specified elsewhere in the Contract, shall be based on the invoice Price, and the Contractor shall submit proof of cost to the Contract Administrator before payment will be made by the Owner.

d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract Price for the item.

e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.

f) Such Materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use or destruction of the material however caused.

.02 Where the Owner makes advance payments subject to the conditions listed in paragraph GC 8.02.02.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specifications.
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8.02.03 Certification and Payment

8.02.03.01 Progress Payment Certificate

.01 The Contract Administrator shall issue a Progress Payment Certificate in accordance with the Contract Documents and paragraph GC 8.01.01, Quantities.

.02 The Progress Payment Certificate shall show,

a) the quantities of Work performed;
b) the value of Work performed;
c) any advanced payment for Material;
d) the amount of statutory holdback, liens, Owner’s set-off;
e) the amount of any applicable taxes; and
f) the amount due the Contractor.

.03 One copy of the Progress Payment Certificate shall be sent to the Contractor.

.04 Payment shall be made within 30 Days of the approval of the Progress Payment Certificate by the Contract Administrator.

8.02.03.02 Certification of Subcontract Completion

.01 Before Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily to the Contractor and ask that the Contract Administrator certify the completion of such subcontract.

.02 The Contract Administrator shall issue a Certificate of Subcontract Completion if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.

.03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.

8.02.03.03 Subcontract Statutory Holdback Release Certificate and Payment

.01 Following receipt of the Certificate of Subcontract Completion, the Owner may release and pay the Contractor the statutory holdback retained in respect of the subcontract. Such release shall be made 46 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:

a) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;
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b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;

c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and

d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.

.02 Paragraph GC 8.02.03.03.01(d) shall apply to Lump Sum Items only and then only when the Contract Administrator specifically requests it.

.03 Upon receipt of the statutory holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.

.04 Release of statutory holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor’s Surety, of any of their responsibilities.

8.02.03.04 Certification of Substantial Performance

.01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.

.02 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within 7 Days after signing the said certificate the Contract Administrator shall provide a copy to the Contractor.

.03 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) paragraph 5 of the Construction Lien Act, R.S.O. 1990, c.C.30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.

.04 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor’s expense.

.05 Except as otherwise provided for in Section 31 of the Construction Lien Act, the 45-day lien period prior to the release of holdback as referred to in paragraph GC 8.02.03.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.
Substantial Performance and Substantial Performance Statutory Holdback Release Payment Certificates

When the Contract Administrator issues the Certificate of Substantial Performance, the Contract Administrator shall also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.

The Substantial Performance Payment Certificate shall show,
   a) the value of Work performed to the date of Substantial Performance;
   b) the value of outstanding or incomplete Work;
   c) the amount of the statutory holdback, allowing for any previous releases of statutory holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected equipment;
   d) the amount of maintenance security required; and
   e) the amount due the Contractor.

Subject to paragraph GC 8.02.03.05.05, payment of the amount certified shall be made within 30 Days of the date of issuance of the Substantial Performance Payment Certificate.

The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 46 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents:

   a) a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions such as outstanding Work or matters arising out of paragraph GC 3.14, Claims, Negotiations, Mediation;
   b) a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor’s Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;
   c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
   d) proof of publication of the Certificate of Substantial Performance.

Despite anything to the contrary in the Contract Documents, the Owner shall be entitled to reduce the amount of the Statutory Holdback paid to the Contractor to account for any amounts that may be owed by the Contractor to the Owner.
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8.02.03.06 Certification of Completion
.01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has reached Completion, the Contract Administrator shall issue a Completion Certificate.

.02 The Contract Administrator shall set out in the Completion Certificate the date of Completion and, within 7 Days of signing the said certificate, the Contract Administrator shall provide a copy to the Contractor.

8.02.03.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates
.01 When the Contract Administrator issues the Completion Certificate, the Contract Administrator shall also issue the Completion Payment Certificate and the Completion Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.

.02 The Completion Payment Certificate shall show,

a) measurement and value of Work at Completion;
b) the amount of the further statutory holdback based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to above; and

c) the amount due the Contractor.

.03 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further statutory holdback. Payment of such statutory holdback shall be due 46 Days after the date of Completion of the Work as established by the Completion Certificate but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents:

a) a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions where appropriate;
b) a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate; and

c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

8.02.03.08 Owner’s Set-off
.01 Pursuant to Section 12 of the Construction Lien Act, the Owner may retain from monies owing to the Contractor under this Contract Document an amount sufficient to cover any outstanding or disputed liabilities including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner.
under paragraph GC 8.01.02.01.a), any assessment due the Workplace Safety and Insurance Board and any monies to be paid to workers in accordance with paragraph GC 8.02.06, Payment of Workers.

Where the Owner intends to retain money under paragraph GC 8.02.03.08.01, the Owner shall give the Contractor appropriate notice of such action.

8.02.04 Payment on a Time and Material Basis

8.02.04.01 Definitions

For the purpose of paragraph GC 8.02.04 the following definitions shall apply:

127 Rate: means the rate for a unit of Equipment as listed in OPSS 127, Schedule of Rental Rates for Construction Equipment Including Model and Specification Reference, that is current at the time the Work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining the 127 Rates.

Cost of Labour: means the amount of wages, salary and Payroll Burden paid or incurred directly by the Contractor or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision, but shall not include any payment or costs incurred for general supervision, administration and management time spent on the entire Work or any wages, salary or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

Cost of Material: means the cost of Material purchased or supplied from stock, and valued at current market prices, for the purpose of carrying out Work on a Time and Material Basis, by the Contractor, or by others when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

Operated Rented Equipment: means Rented Equipment for which an operator is provided by the supplier of the equipment and for which the rent or lease includes the cost of the operator.

Payroll Burden: means the payments in respect of workplace insurance, vacation pay, employment insurance, sickness and accident insurance, pension fund, and such other welfare and benefit payments forming part of the Contractor’s normal labour costs.

Rented Equipment: means equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm or corporation that is not an associate of the lessee as defined by the Securities Act, R.S.O. 1990, c.S.5, as amended, and is approved by the Contract Administrator.
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Road Work: 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.

Sewer and Watermain Work: means the preparation, construction, finishing and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than work on structures.

Standby Time: means any period of time that is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of equipment cannot practically be used on other work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

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

Work on a Time and Material Basis: means a Change in the Work, approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, specifications and provisions of the Contract Documents.

Working Time: means each period of time during which a unit of Equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which that unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

8.02.04.02 Daily Work Records

Daily Work Records prepared, as the case may be, by either the Contractor's representative or the Contract Administrator and reporting the labour and Equipment employed and the Material used for Work on a Time and Material Basis, shall be reconciled and signed each day by both the Contractor's representative and the Contract Administrator. If it is not possible to reconcile the Daily Work Records, then the Contractor shall submit the un-reconciled Daily Work Records with its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.

8.02.04.03 Payment for Work

Payment as herein provided shall be full compensation for all labour, Equipment and Material to do the Work on a Time and Material Basis except...
where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

8.02.04.04 Payment for Labour

.01 The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to $3000, then at 120% of any portion of the Cost of Labour in excess of $3000.

.02 At the Owner’s discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Work on Time and Material Basis on the Contract.

8.02.04.05 Payment for Material

.01 Where payments are to be made on a Time and Material Basis, the Owner shall pay the Contractor for Material used at 120% of the Cost of Material up to $3,000, then at 115% of any portion of the Cost of Material in excess of $3,000.

8.02.04.06 Payment for Equipment

8.02.04.06.01 Working Time

.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 Rates with a cost adjustment as follows:

   a) Cost $10,000 or less - no adjustment;
   b) Cost greater than $10,000 but not exceeding $20,000 - payment $10,000 plus 90% of the portion in excess of $10,000; and
   c) Cost greater than $20,000 - $19,000 plus 80% of the portion in excess of $20,000.

.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 invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint may be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.

.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 approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.
8.02.04.06.02  Standby Time
01  The Owner shall pay the Contractor for Standby Time of Equipment at 35% of the 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.

02  In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.

03  The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on a Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as result directly from such return.

04  When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

8.02.04.07  Payment for Hand Tools
01  Notwithstanding any other provision of this paragraph, no payment shall be made to the Contractor for, or in respect of, Hand Tools or Equipment that are tools of the trade.

8.02.04.08  Payment for Work By Subcontractors
01  For Changes in the Work, where the Work is performed by a Subcontractor the Owner shall pay the Contractor a mark up in the amount of 10 % of the first $10,000 plus 5 % of the amount in excess of $10,000.

02  No further markup shall be applied regardless of the extent to which the Work is assigned or sublet to others. If Work is assigned or sublet to an associate, as defined by the Securities Act no markup whatsoever shall be applied.

8.02.04.09  Submission of Invoices
01  At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.

02  Separate summaries shall be completed by the Contractor and each such summary shall include the Change Directive or Change Order number and
covering dates of the Work and shall itemize separately labour, Materials and Equipment. Invoices for Materials, Rented Equipment and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.

.03 Each month the Contract Administrator shall include with the monthly Progress Payment Certificate, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor’s invoice of the Work on a Time and Material Basis.

.04 The final summary required under 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

8.02.04.10 Payment Other Than on a Time and Material Basis

.01 Paragraph GC 8.02.04 shall not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum or Unit Price payment for Changes in the Work.

8.02.04.11 Payment Inclusions

.01 Except where there is agreement in writing to the contrary, the payments described herein shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the Work including all cost of general supervision, administration and management time spent on the Work and no other payment or allowance shall be made in respect of such Work.

8.02.05 Final Acceptance Certificate

.01 After the acceptance of the Work the Contract Administrator shall issue the Final Acceptance Certificate, or, where applicable, after the Warranty Period has expired. The Contract Administrator shall have no obligation to issue the Final Acceptance Certificate until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract Documents.

8.02.06 Payment of Workers

.01 The Contractor shall, in addition to any fringe benefits, pay the workers employed on the Work in accordance with the labour conditions set out in the Contract Documents and at intervals of not less than twice a month.

.02 The Contractor shall require each Subcontractor doing any part of the Work to pay the workers employed by the Subcontractor on the Work in the same manner as set out in paragraph GC 8.02.06.01.

.03 Where any person employed by the Contractor or any Subcontractor or other person on the Work is paid less than the amount required to be paid under the Contract Documents, the Owner may set off monies owing to the Contractor to reflect the amount required to be paid under the Contract Documents.
Section 5 – General Conditions of Contract

8.02.07 Records

.01 The Contractor shall maintain and keep accurate Records relating to the Work, including any Changes in the Work, and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, and any Changes in the Work. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, or any Changes in the Work and claims arising therefrom for the same period of time.

.02 If, in the opinion of the Contract Administrator, Daily Work Records are required, the Contractor's Daily Work Records shall include the labour and Equipment employed and the Material used on any specific portion of the Work. The Daily Work Records shall be reconciled with and signed by the Contractor's representative each day.

.03 The Owner may inspect and audit the Contractor's Records relating to the Work, and any Changes in the Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required whenever requested by the Owner.

8.02.08 Taxes and Duties

.01 Where a change in Canadian Federal or Provincial taxes occurs after the date of the Tender Call closing for this Contract, and this change could not have been anticipated at the time of bidding, the Owner shall increase or decrease Contract payments to account for the exact amount of tax change involved.

.02 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.

.03 Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator, on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.

.04 Changes in Canadian Federal or Provincial taxes that impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of equipment, the provision of labour and the supply of commodities, which do not form part of the Work.
Liquidated Damages

It is agreed by the parties to the Contract that if all the Work is not completed within the time specified or any extension thereof by the Contract Administrator, damage will be sustained by the Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the owner Five Hundred Dollars ($500.00), or as otherwise indicated in the Contract Documents, for liquidated damages for each and every Working Day’s delay in finishing the Work beyond the date of completion or number of days prescribed. It is agreed that this amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of Completion, and is not a penalty.

The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account with respect to the Contract Documents. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy action or other alternative that may be available to the Owner.
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1. **Specification Reference Numbers**

All index and reference numbers in the Tender Submission Package, Plans and/or Specifications, or Index are given for the convenience of the Contractor and as such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item, but the Contract as a whole must be fully read in detail for each item.

2. **Emergency During Construction**

The Contractor is requested to furnish the phone number and name of a representative who can be contacted on a 24 hour basis in case of emergency during construction, upon request by the Contract Administrator after the award of the Contract. Those nominated shall have a cellular phone and/or pager to ensure that potential contact with them can be sustained over 24 hours, seven (7) days a week throughout the duration of the Contract.

3. **Certificate of Recognition (COR™) requirement**

Where required in the Contract Documents, the Contractor shall possess and maintain a valid Certificate of Recognition (COR™) or Equivalent OHS Certification satisfactory to the City (in the City's sole discretion) at all times for the duration of the Contract. The Contractor shall provide the Consultant or Contract Administrator with a new Certificate of Recognition (COR™) or Equivalent OHS Certification immediately upon the expiry of the previous Certificate of Recognition or Equivalent OHS Certification or otherwise upon demand by the Consultant or Contract Administrator.

4. **Workplace Safety and Insurance Act**

Before commencing Work, the Contractor shall provide the City with a valid clearance certificate from the Workplace Safety & Insurance Board (WSIB), and shall continue to provide valid clearance certificates from the WSIB for the duration of the Contract. Prior to the release of final monies owing by the City of Toronto, the Contractor will be required to produce a certificate issued by the Board to the effect that she/he has paid in full their assessment based on a true statement of the amount of payrolls. If such a certificate cannot be provided because the Contractor is considered by WSIB to be an independent operator without coverage, a letter to this effect from the WSIB shall be provided by the Contractor.

5. **Occupational Health and Safety Act**

4.1 Nothing in this section shall be deemed or construed as making the City the "employer" of any workers employed or engaged by the Contractor to perform the Work and/or supply services to the project, including any part thereof, or the "constructor", either instead of or jointly with the Contractor. “Employer” and “constructor” shall have the same meaning as in section 1 of the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, as amended from time to time, including any regulations thereunder and successor legislation (hereinafter collectively referred to as the “OHSA”).

4.2 Unless specifically advised otherwise in writing by the Contract Administrator or otherwise directed by the Ministry of Labour, where the Work consists of or includes construction, the Contractor shall for the purposes of the OHSA be
deemed, construed and designated as the "constructor" for the project comprising the Work and shall:

(a) assume all of the responsibilities of that constructor as set out in the OHSA and its regulations including, without restricting the generality of the foregoing,

(i) registration as a constructor with the Director of the Construction Health and Safety Branch in accordance with the OHSA and, in particular, section 5 of Regulation 213/91 or any successor provision;

(ii) posting/compliance with any applicable notice-filing and notice-posting/availability requirements of the OHSA and, in particular section 6 of Regulation 213/91 under or any successor provision;

(b) provide the City with adequate written proof of the registration referred to in subsection (a) (i) of this section before commencing the Work; and

(c) where the notice requirements referred to in subsection (a) (ii) of this section are applicable, provide a copy of such notice to the City concurrently with the filing thereof pursuant to the OHSA.

4.3 In accordance with the OHSA, as amended, a list of designated substances found at the project site is appended to hereto under Section 4 – Scope of Work and forms part of this Contract.

4.4 The Contractor shall ensure that each prospective subcontractor engaged by the Contractor for the project has received a copy of the list of designated substances that are present at the site, provided to the Contractor by the City, before each prospective subcontractor enters into a binding contract for the supply of Work on the project, and the Contractor shall perform all other obligations as the constructor under the Contract and for the project.

4.5 The Contractor shall conform to and enforce strict compliance with the OHSA including, without restricting the generality of the foregoing, the Contractor's duties and obligations as an “employer” under section 25 and 26 thereof, and OHSA regulations with respect to construction, designated substances and asbestos. “Designated substance” and “hazardous material” shall have the same meaning as in the OHSA.

4.6 The Contractor shall:

(a) ensure that no work will commence, and that those engaged by the Contractor are aware of and comply with the requirements of the OHSA and shall not commence work, without first reporting their arrival and intent at the Work site on the first day to the Contract Administrator;

(b) establish and maintain at each Work site, in a manner easily available to all workers, other staff and authorized City staff, a copy of all relevant Material Safety Data Sheets ("MSDS");

(c) deliver to the Contract Administrator a list of all designated substances and a copy of the MSDS for each hazardous material, both as defined in the OHSA,
that will be brought to the Project site and/or used in the performance of the Work, no later than Five (5) working days following execution of the Contract and at least Ten (10) working days prior to commencement of the Work;

(d) not bring onto the Work site any designated substance or hazardous material without the prior written authorization of the Contract Administrator;

(e) strictly conform to and comply with, all applicable laws, statutes, regulations, orders, directives and rulings from any federal, provincial or municipal governmental authority pertaining to lead and any other designated substance(s) or hazardous material(s), including without limitation, the OHSA and all regulations thereunder, and also cause its subcontractors to do so;

(f) submit to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour;

(g) should the Contractor be issued a notice/directive as either an "order to comply" or a "stop work order", immediate corrective measures shall be taken by the Contractor. A copy of the notice/directive shall be delivered to the Contract Administrator immediately.

(h) promptly report to the Contract Administrator all accidents involving personal injury or property damage that occur in connection with the work; and

(i) take all steps necessary to prevent the spread of lead-containing dust/particles and any other designated substance(s) or hazardous material(s) from the Work site when performing Work involving, but not limited to, lead-containing paint, and to protect the Contractor, those engaged by the Contractor in performance of the Work, City employees and all others, including the general public, likely to be at or near the Work site.

4.7 Where the Work includes removal of asbestos, the Contractor shall:

(a) conform to and enforce strict compliance with all applicable laws, statutes, regulations, orders, directives and rulings from any federal, provincial or municipal governmental authority governing workplace safety or asbestos on construction projects and in building and repair operations with respect to the removal of asbestos, air testing and removal of barriers, including without limitation, OHSA Reg. 278/05 (Designated Substance --- Asbestos on Construction Projects and in Buildings and Repairs Operations), hereinafter referred to as the “Asbestos Regulation”, as may be amended from time to time;

(b) ensure, through appropriate air testing and such other measures as may be appropriate and necessary, that the Work site and adjacent areas not been contaminated with asbestos during the performance of the Work; and

(c) prior to dismantling any barriers erected to contain asbestos and asbestos-containing materials, the Contractor shall provide written confirmation to the Contract Administrator that, after conducting proper air testing and other due
diligence measures, the area is safe in accordance with the requirements of the OHSA.

4.8 Asbestos

(a) If, during the course of the Work, the Contractor or any of the subcontractors or suppliers engaged by the Contractor, disturb material that is believed to be asbestos containing material, separate and apart from asbestos abatement work forming part of the Contract, the Contractor shall act in strict compliance with the OHSA, including but not limited to the Asbestos Regulation, and without limiting the generality of the foregoing, shall:

(i) Stop work and evacuate the area where the asbestos containing material is believed to have been disturbed and take all precautions or actions mandated by the OHSA and notify the City immediately;

(ii) Notify the Contract Administrator via telephone, with written notification to follow as soon as possible; and

(iii) Refrain from entering the work area for any reason whatsoever until safe to do so, in accordance with the requirements of the OHSA and, prior to re-entry, notify the Contract Administrator for approval to recommence Work.

(b) The Contractor shall ensure that all employees, including the employees of any subcontractors, are trained on the City’s asbestos management program (the “Program”) prior to the commencement of the work. The training will include the specific requirements of the Program and the record containing the City’s inventory report, including,

(i) the location of all asbestos containing material described in the record for the work location, including drawings, plans and specifications;

(ii) whether the material is friable or non-friable;

(c) Prior to the commencement of the Work, the Contractor shall confirm to the City in writing that the training described in section 4.8(b) has been completed.

(d) The Contractor shall ensure that all employees, including the employees of any subcontractors, are trained on the City’s asbestos report prepared in accordance with section 10 of the Asbestos Regulation. The training shall include the specific requirements of the report including,

(i) the location of all asbestos containing material described in the record for the work location, including drawings, plans and specifications;

(ii) whether the material is friable or non-friable;

(iii) a description of the condition of the material.
(e) Prior to the commencement of the work, the Contractor shall confirm to the City in writing that the training described in paragraph 4.8(d) has been completed.

4.9 The Contractor shall use all reasonable and due care to avoid spilling or disturbing any designated substance(s) or hazardous material(s) of which the City notifies the Contractor are or may be on the site; and shall not remove or interfere with any designated substance(s) or hazardous material(s) except in full compliance with the OHSA and, after notifying the Contract Administrator, being authorized to do so by the Contract Administrator. The Contractor shall, following discovery that any designated substance or hazardous material has been removed or interfered with other than in compliance with this subsection, forthwith report same to the Contract Administrator and ensure that no further such non-complying removal or interference occurs.

4.10 Where the Contractor encounters designated substance(s) or hazardous material(s) at the site or has reasonable grounds to believe that designated substance(s) or hazardous material(s) are or may be present at the site, the Contractor shall take all reasonable steps as deemed necessary to comply with the OHSA, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of such substance(s) or material(s), and immediately report the circumstances to the Contract Administrator and any other appropriate authority, in writing. Where there is a delay by reason of so doing, the Contractor shall be entitled to its reasonable costs, to the extent directly incurred by reason of that delay and directly related to designated substance(s) or hazardous material(s) which existed at the site prior to the commencement of the Work which were not disclosed by the City.

4.11 Authorized representatives of the City shall, at all times, have access to the Work site to monitor the Contractor’s compliance with the terms of the Contract.

4.12 During the course of the Work, the Contractor shall furnish forthwith to the City of Toronto Health and Safety Manager, via the Contract Administrator, a copy of all correspondence, reports, compliance orders or charges arising from or issued in respect to the requirements of the OHSA which are received or which come to the notice of the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.

4.13 Without limiting any other right, remedy or privilege of the City under this Contract or otherwise provided by law, statute or in equity, where the Contractor has failed to strictly comply with the OHSA or any other health and safety duty, obligation or requirement of the Contractor, whether express or implied, the City shall have the right to:

(a) Require the Contractor to remedy such default, by the removal of any workers from the Work that fail to comply with the OHSA (or any other health and safety plan, policy or program requirement of the Contract) or the taking of such other measures as may be necessary to remedy such default;

(b) Suspend or Stop the Work;
(c) Cancel or Terminate the Contract; and/or

(d) Exercise any other right, remedy or privilege available to the City for default or breach of this Contract available under the terms of this Contract, or may be available in law, by statute or in equity.

4.14 In the event that the City exercises the right to suspend or stop the Work or an affected part thereof, as a result of the failure by the Contractor to strictly comply with the OHSA or any other health and safety duty, obligation or requirement of the Contractor, such Work or part thereof shall not resume until any such violation has been completely rectified to the satisfaction of the Contract Administrator.

4.15 The Contractor shall be responsible for any delay in the progress of the Work as a result of any violation of a health and safety requirements of any federal, provincial or municipal governmental authority, it being understood that no such delay shall be deemed or construed as an "Unavoidable Delay" for the purposes of extending the time for performance for the Work or entitling the Contractor to additional compensation whatsoever, and the Contractor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City. The City shall not be responsible for any compensation, expense or liability resulting from any such delay.

4.16 Nothing in this Contract shall be construed as requiring the City to monitor or approve the workplace health and safety practices of the Contractor. The City shall not be liable to any person by reason of a breach by the Contractor or any subcontractor of any applicable health and safety standard or requirement.

6. Workforce Development Plan

Where required in the Contract Documents, the Contractor shall implement and document the Workforce Development Plan described in section 2-5 to the satisfaction of the City (in its sole discretion).

7. Organization of Work and Work Restrictions

Before work commences, the Contractor shall expedite the ordering and delivery of all materials and equipment required, and shall co-ordinate the sequence of the work stages. No claim shall be allowed for delays and/or additional expense resulting from failure to order and accept the delivery of materials from suppliers in a timely manner and subsequent failure to maintain the contract schedule.

It is the Contractor's responsibility to implement all required measures (e.g. fences, enclosures, etc.) in order to strictly control the pedestrian traffic in the construction area and to prevent any pedestrian approaching into the areas of construction hazard, or any other dangerous area.

The Contractor shall be attentive to the needs of pedestrians that are visually or physically impaired, and the Contractor must be prepared at all times to assist in the safe and comfortable passage of these pedestrians.

The Contractor shall note that a number of existing utilities and services are located below the area of reconstruction and others in the near vicinity. The Contractor shall examine the
site to identify potential problems associated with the accessibility, transportability and constructability of their proposed methods.

8. Other Contractors

The Contractor is advised that existing utility relocation and other work, survey, testing, sampling and quality control estimates may take place within the construction limits prior to and possibly during the work to facilitate the new construction. The Contractor shall co-ordinate its activities with those of any particular utility, testing companies, City crew and other contractor working within the project construction limits at a particular work location in order that all work can take place expeditiously and without conflict.

There shall be no consideration for additional payment to the Contractor related to work activity co-ordination as described above.

9. Contractor's Liability

The Contractor will be held responsible by the City of Toronto for damages caused by the Contractor's work to utilities, properties, structures near to or in the general area of the Work, through the Contractor's or its subcontractor's intentional or negligent action or omission, or through settlement of ground, vibration or shock etc., resulting from causes relating to the Work performed under the Contract. Additionally, the Contractor will be required to make good all damage at its expense and to the satisfaction of the Contract Administrator.

10. Construction Survey and Layout

Not Applicable (Refer to General Conditions of Contract)

11. Disposal of Surplus Excavated Material and Removals

All surplus excavated materials, removals, grindings and all other debris, including that from sewer flushing and catch basin cleaning, shall be disposed of, off site. No separate payment shall be made for the costs associated with this work.

The City of Toronto will not make arrangements for the disposal of surplus materials or supply bills of lading.

The Contractor shall assume full ownership of the surplus excavated material and shall be solely responsible for its removal and disposal. The Contractor shall indemnify and hold harmless the City and each of its elected officials, officers, employees and agents from and against all claims, demands, actions, suits or proceeding which may arise in connection with the excavated material and the handling and disposal thereof.

The Contractor shall comply with the requirements of all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract.

Stockpiling of excavated material within the City street allowance is not permitted. The Contractor shall dispose of all excavated material off site immediately upon removal. No additional payment will be made for costs incurred as a result of this requirement.
12. **Smog Alert Response Plans**

The Contractor, when notified by the Contract Administrator that the City’s Smog Alert Response Plan has been implemented, shall, where applicable:

1. suspend use of oil based products except for roadway line painting required to address safety concerns or to reduce traffic congestion;
2. suspend all pesticide spraying;
3. suspend grass cutting operations;
4. not allow refuelling during daytime hours;
5. reduce equipment and vehicle idling as much as practical;
6. curtail the use of two-stroke engines as much as practical;
7. suspend normal street sweeping of all roadways during daytime hours except where there is an urgent need for clean-up, i.e. following a special event such as Caribana;
8. suspend the operation of loop cutting tar pots; and
9. suspend any non-essential planned traffic control device installation or modification work which will require lane closures or require complete deactivation of the traffic control device. Work that is required to address safety concerns or to reduce traffic congestion may continue.

Asphalt paving operations using SS-1 tack coat (water based) may continue.

A Smog Alert may be preceded by a Smog Watch. A Smog Watch is issued when there is a 50 percent chance that a smog day is coming within the next three (3) days. The Contractor shall not be entitled to any additional payment or extension of Contract Time due to the implementation of the Smog Alert Response Plans.

Notwithstanding the above, if it is necessary and the Contract Administrator ordered the suspension of paving operations, payment and/or extension of the Contract for the suspension of asphalt paving operations shall only be made if notification by the Executive Director or General Manager to suspend work is made in less than four hours prior to starting of such operations, and if such suspension has detrimentally impacted on the Contractor’s work schedule. The Contractor shall provide supporting documentation identifying the impact and associated fair and reasonable costs in accordance with the General Conditions of Contract section 8.02.07 Records and any delay in accordance with the General Conditions of Contract section 3.07 Extension of Contract Time and section 3.08 Delays.

Payment for this work, at actual costs incurred, shall be made under the appropriate provisional item(s) identified in the Pricing Form and in accordance with the General Conditions of Contract 8.02.04 Payment on a Time and Material Basis with the exception of any mark ups.

13. **Security and Construction Signs**

The Contractor shall be responsible for the security of the work of this Contract from the time the job site is turned over to him until all work has been completed.
The Contractor shall take all necessary precautions to ensure that the construction site does not pose a hazard to the public for the duration of the project. Appropriate safety and warning signs must be posted. All such site security measures shall be removed from the site at the completion of the project.

The Contractor shall supply and install signs as per Project Information Signs sketch located in Section 7. One (1) sign shall be placed at each end of each street on which a crew is working.

The Contractor shall supply and install advance warning signs at each approach to the work area in compliance with latest version of Book 7.

The costs for providing, installing, removing and disposing all signs shall be included in the Bidder’s Pricing Form submission. No additional separate payment will be made in connection with the signs.

No additional separate payment will be made for such work and provisions.

14. Material and Truck Weighing

The City reserves the right to randomly verify the quantity of materials supplied in connection with this Contract. Prior to unloading of materials that are priced on a unit weight basis ("unit weight materials"), the weight tickets must be provided to the Contract Administrator (or in their absence, the City’s inspector). Material weight tickets that are not provided to the Contract Administrator or the City’s inspector prior to unloading will not be accepted later for payment.

When directed by the Contract Administrator or the City’s inspector, trucks carrying unit weight materials shall proceed immediately to a City’s weighing facility as specified by the Contractor Administrator or the inspector. After passing through the City’s weight scale and unloading the materials, the empty truck shall return to the same facility to verify the vehicle tare if so directed by the Contract Administrator or the City’s inspector.

Should the weight verification show that the verified weight of the material is less than what is shown on the Contractor’s weight ticket by more than 1.0%, the payment for the affected load shall be made based on the weight measured by the City’s weighing facility.

City staff will also adjust the method of measurement for all following loads that are not weight-verified but have been delivered to the site before a new weight verification process can prove the Contractor had rectified the weight inconsistency. The weight of the following loads will be adjusted based on an adjustment factor determined from the most recently weight-verified load.

The City will not compensate the Contractor for any cost associated with the weight verification process.

15. Noise Regulations

The Contractor shall comply with all City noise bylaws. In addition, the Contractor shall ensure the following:
10. Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to proper muffler systems, properly secured components and the lubrication of all moving parts; and

11. Idling of equipment shall be restricted to the minimum necessary for the proper performance of the specified work.

16. Fair Wage and Labour Trades Policy

The Contractor and all associated subcontractors, shall be subject to the City's Fair Wage Policy and Labour Trades Obligations, as adopted by the City from time to time, and any of the City's or legislated labour trades requirements. Failure to comply with this policy and/or these requirements, may lead to termination of the Contract, or termination or rejection of a subcontractor, as the case may be, with no recourse by the Contractor in respect of such termination or rejection.

The Fair Wage Schedule that is applicable to this Contract is set out in Section 2 – Information for Bidders – of this Tender Call.

17. Liquidated Damages

The Contractor recognizes and agrees that the City will suffer financial loss if the Work is not completed within the time specified in this Contract. The Contractor also recognizes the delays, expenses and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Contractor agrees that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the City the sum of Five Hundred Dollars ($500.00), per day as liquidated damages for each and every calendar day’s delay from the specified time for completion of the Work until actual completion of the Work, and it is further expressly acknowledged and agreed by the Contractor that:

(a) this amount is a reasonable estimate of the actual damage that will be incurred by the City due to any failure to complete the Work within the time required by this Contract;

(b) the City may deduct the amount due under this section from any monies that may be due or payable to the Contractor, whether under this Contract or any other agreement; and,

(c) the liquidated damages provided for in this section shall be without prejudice to any other remedy to which the City is entitled at law or in equity.

18. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor’s operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990, c. E.19, as may be amended.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the
Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCBs and shall forthwith be reported to the Contract Administrator.

This reporting will not relieve the Contractor of its legislated responsibilities regarding such spills or discharges.

19. Taxes

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

20. Insurance

This clause is supplementary to clause GC 6.03 of the General Conditions of Contract in Section 5.

The limit of Commercial Liability Insurance is $5,000,000 as specified in GC 6.03.02

The limit of Automobile Liability Insurance is $2,000,000 as specified in GC 6.03.

Contractor's Pollution Insurance is not required for this Contract.

21. Co-ordination and Meetings

The Contractor shall attend regular meetings with the City of Toronto and others, including but not limited to, Toronto Transit Commission, Bell Canada, Enbridge, Toronto Hydro, and business organizations as may be required by the Contract Administrator to co-ordinate services affected by the Contract and to monitor on-going administration and progress of the contract, at no additional cost to the City.

22. Communication

Not applicable.

23. Payment Schedule

Not applicable.

24. Material Price Adjustment

Not applicable.

25. Standard Specifications & Standard Drawings

The standard specifications and standard drawings shall be those published in the City of Toronto’s Standard Construction Specifications and Standard Drawings for Sewers,
Watermains, and Roads ("Standard Specifications and Drawings"). The Standard Specifications and Drawings can be found on the internet at www.toronto.ca/techservices/conspecs.htm

This Contract may also refer to Ontario Provincial Standards (OPS) specifications and drawings. In such case, Bidders shall acquire the applicable specifications and drawings from OPS. Information about OPS can be found at www.ops.on.ca

Where there are conflicting statements between any of the City of Toronto and the OPS specifications and drawings, the City of Toronto Standard Specifications and Drawings shall prevail in that specific part, with respect to the matter in conflict.

26. Construction Schedule
This clause is supplementary to clause GC 7.01.12 of the General Conditions of Contract.

Payments of Contractor’s invoices will not be made prior to the receipt of the required construction schedule satisfactory to the Contract Administrator.

The construction schedule shall be in the form of a Gantt chart in weekly intervals, and shall show, as a minimum, the milestones for each phase and major work items, reflecting the sequence of construction and identifying the critical path.

The Contractor shall update the schedule biweekly, or at a period or frequency agreed to by the Contract Administrator, and submit the updated schedule within five days of request to the Contract Administrator.

Failure to submit updated construction schedules may result in payments not being made or being delayed.

27. Performance Evaluation
The Contractor’s performance will be monitored and evaluated as necessary. Unsatisfactory performance, including failure to rectify defective works as requested by the Contract Administrator throughout the Contract (including Warranty Period), may lead to the Contractor not being awarded for future City contracts.

28. Payroll Burden Rate for Work on a Time and Material Basis

Standard Rate (40%)
The Owner will pay the Contractor’s Payroll Burden at a standard 40% of the wages and salary portion of the Cost of Labour for change in the work in the Contract that is carried out on a Time and Material basis.

Option for Contractor’s Actual Payroll Burden Rate
Alternatively, the Owner will consider paying at the Contractor’s actual payroll burden rate. To be considered for this option, the Contractor MUST submit their actual payroll burden rate on the Owner’s prescribed Contractor’s Payroll Burden Form ("Form") prior to the commencement of any work on a Time and Material basis, at the pre-construction meeting.
The Form is available from the Contract Administrator upon request and it shall be completed, certified and signed by the Contractor's external auditor. The Payroll Burden rate shall be calculated from the total expenditures of wages, salaries and benefits for all of the Contractor's employees paid during the previous 12 month calendar year (i.e. January 1st to December 31st). All permitted expenses in relation to labour costs are included on the prescribed Form.

If accepted, the submitted Form shall be effective until January 31st of the following year and the payroll burden rate will apply to all Time and Material works carried out within the effective period of the Form. If the Contractor fails to submit a signed Form before the commencement of any work on a Time and Material basis, or if the submitted Form is not acceptable to the Owner, the Owner will apply the 40% standard payroll burden rate for all works that are carried out on a Time and Material basis under this Contract until a Form is submitted by the Contractor and accepted by the Owner.

During the Contract period, the Contractor must submit an updated Form by January 31st of a new calendar year. If accepted, the updated Form shall be effective until January 31st of the following year. If the Contractor failed to submit an updated Form or the submitted Form is not acceptable, the Owner will apply the standard 40% payroll burden rate to all Time and Material works carried out under this Contract until an updated Form is submitted by the Contractor and accepted by the Owner.

The Owner reserves the right to terminate the application of the Contractor’s actual payroll burden rate and apply the standard 40% payroll burden rate if the Form is found to be not accurately completed after its acceptance.

Contractor’s labour rates used in the work based on a Time and Material basis are subject to verification by the City of Toronto’s Fair Wage Office.

All information in relation to Contractor’s Payroll Burden may be audited at the Owner’s discretion. The Contractor agrees to keep complete and accurate books, payrolls, accounts and employment records and make the records available for audit by the Owner upon request. The Owner reserves the right to recover any overpayment to the Contractor affected by the audit.

29. Traffic Signal and Street Lighting Installations

The Ontario Electrical Safety Code requires all “electrical installations”, as defined in Ontario Amendments To The Canadian Electrical Code Part I C22.1-02, be inspected by the Electrical Safety Authority (ESA).

The Contractor shall file an application with the inspection department of the ESA 48 hours prior to the commencement of the work that requires the inspections. Information on inspection requirements and application for inspection can be found at http://www.esasafe.com/Contractors/ or by calling ESA at 1-877-esa-safe.

The Contractor shall provide an ESA issued “Certificate of Inspection” to the Contract Administrator prior to the Substantial Performance of the Contract.

The inspection fee shall be included in the appropriate bid items.
30. **Hot Work & Red Tag Permit Training** - NOT APPLICABLE.

31. **Service Standards for Contractors in Responding to Third Party Claims**

1. Without limiting the obligations of the Contractor under section 2, the Contractor, or the Contractor's insurer, shall:
   
   (a) respond to all third party claimants in a timely manner,
   
   (b) ensure that third party claimants are provided with accurate information about the status of their claim, and
   
   (c) where appropriate, notify third party claimants of the relevant activity on their claims and provide them with information.

2. (1) If the Contractor receives notice of a third party claim from a claimant relating to or arising out of the Contract, the Contractor shall immediately forward the notice of claim to the City Clerk's office at claims@toronto.ca.

   (2) Once the Contractor receives notice of a third party claim from the City's adjuster, relating to or arising out of the Contract, the Contractor, or the Contractor's insurer, shall:

   (a) within 5 Working Days of receiving notice of the claim, send a letter to the claimant acknowledging receipt of the claim and provide the claimant with the contact information of the Contractor's Superintendent, or another person representing the Contractor, to whom the claimant can refer questions regarding the claim.

   (b) conduct an investigation of the claim and make a decision regarding the claim that is based on a proper consideration of the facts.

   (c) within 25 Working Days of receiving notice of the claim, provide the claimant with a letter advising of the results of the investigation and clearly explaining the Contractor's decision regarding the claim or should the contractor require the involvement of their insurance company to resolve the claim, this shall be forwarded to the insurance company and the claimant notified within the allotted time above.

An extension of time for responding to the claimant may be provided in writing by the Contract Administrator, if the Contractor or the Contractor's insurer, in writing, provides the Contract Administrator with a request for an extension as well as the reasons for the extension. In considering whether to provide an extension under this section, the Contract Administrator shall consider the Contractor's, or the Contractor's insurer's, reasons for the request and all of the surrounding circumstances including good customer service standards. Once the contractor forwards the claim to their respective insurer, the resolution of the claim shall follow the insurance industry standards for claim investigation.

(3) If an extension of time is provided under subsection 2(2), the Contractor, or the Contractor's insurer, shall write to the claimant advising that the investigation is on-going, advise of the date by which the Contractor or its
Section 5A – Specific Conditions of Contract

Tender Call No. 197-2017 Contract No. 17EY-123TR

insurer will report the results of the investigation to the claimant, and explain the reasons why additional time is required to make a decision on the claim.

(4) A copy of all letters sent to the claimant by or on behalf of the Contractor, including letters sent by the Contractor's insurer, pursuant to this section shall be copied to the Contract Administrator, and the City's adjuster.

3. (1) If the Contractor fails to meet any of its obligations under section 1 or 2, the City shall provide the Contractor with notice that these obligations must be fulfilled.

(2) If the Contractor does not meet its obligations under section 1 or 2 within 5 Working Days from receipt of the notice provided to the Contractor pursuant to subsection 3(1), the City may hold back an amount of $10,000.00 from monies payable to the Contractor under this Agreement.

(3) Subject to its right to exercise any other right of hold back or set-off, including the City's rights under GC 8.02.03.08, the City will release the monies held back pursuant to subsection 3(2) once it has received evidence that the Contractor has sent the claimant a letter(s) in accordance with subsections 2(2)(a) and (c).

4. Where appropriate, the Contractor shall ensure its insurer takes all of the appropriate steps to meet the obligations under sections 1 to 3, failing which the Contractor shall be responsible for undertaking these obligations itself.

5. The Contractor shall provide to the City monthly updates on the status of all third party claims received until claim resolution.

32. Confined Spaces

The list of spaces that the City of Toronto has identified as “confined spaces” as defined under the regulations under the OHSA can be found in Section 4-Scope of Work. This list of confined spaces was developed by the City of Toronto for its own internal purposes in accordance with requirements related to confined spaces under the OHSA. The City of Toronto makes no representations or warranties regarding the accuracy or completeness of this list of confined spaces. Without limiting the foregoing, the identification of confined spaces by the City of Toronto was based on certain conditions that existed at the time the assessment was conducted, which conditions may be different or may change during the course of the performance of the Work under the Contract. The City assumes no liability whatsoever arising out of or in connection with this list of confined spaces or any reliance thereon.

The provision of this list of confined spaces in no way limits the Contractor's obligations as employer and, where applicable, as constructor under the OHSA, in particular those obligations with respect to confined spaces. The Contractor, at no additional cost to the City, shall be responsible for making its own assessment as to which spaces are confined spaces at the project site, including any new confined spaces that are created from time to time as construction progresses. Without limiting the foregoing, the Contractor shall not make any claims for delays or extra costs as a result of having to perform its obligations under the OHSA with respect to confined spaces.
The Contractor shall keep available for inspection at the project site every assessment, plan, co-ordination document, training record, entry permit, inspection record, and test record as required under the OHSA. Such documents shall be made available to designated City staff and consultants at the project site in the event that any City staff or consultants wish to enter any confined spaces at the project site for inspection and quality control purposes. The Contractor shall also provide to the Contract Administrator its own list of any confined spaces it has identified at the project site before the Work begins, and shall immediately notify the Contract Administrator in writing of any changes to this list from time to time during the course of the construction, and on completion of the project.

33. **Schedule of Prices for Changes in Work**

If a Schedule of Prices for Changes in Work ("Schedule A") is attached in this Tender Call, it shall form part of Section 5A – Specific Conditions of Contract. Schedule A includes several standard, non-specific work items that may be required to complete the scope of the Contract and provides for compensation for completion of these items.

Notwithstanding anything in Section 5 – General Conditions of Contract, where, in the opinion of the Contract Administrator, a work item in Schedule A is required to complete the Contract and the work item is not included in the Pricing Form of Section 3 – Tender Submission Package of this contract, the payment for such item shall be calculated based on the unit prices in Schedule A.

The unit prices in Schedule A are exclusive of the HST and shall represent full compensation, including all labour, equipment, materials, delivery, traffic control, incidental to complete the works, overhead and profits, contractor and subcontractor markups and coordination.

**The Bidder shall not adjust the unit prices in Schedule A or alter the document in any way. Any alteration to Schedule A by the bidder shall result in the tender being declared non-compliant.**

If Schedule A is not attached by the City in the Tender Call or if the required items are not listed in Schedule A, payments for Changes in Work shall be made in accordance with General Conditions GC 3.11.04 of the Contract.
Schedule A – Schedule of Prices for Changes in the Work  
HST Excluded  
Tender Call No. 197-2017 Contract No. 17EY-123TR

Only applicable for items which are not already included in tendered unit prices. Payment at the unit prices listed below shall be full compensation, including all labour, equipment, materials, delivery, traffic control, incidentals to complete the works, overhead and profits, contractor and subcontractor markups and coordination.

This Schedule forms Part of Section 5A and its application is detailed in the clause Schedule of Prices for Extra Work

Any alteration to the Schedule of Prices "A" by the bidder shall result in the tender being declared non-complaint.

<table>
<thead>
<tr>
<th><strong>SURFACE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HMA, padding HL3 HS Machine laid</td>
<td>$120.00</td>
</tr>
<tr>
<td>HMA, HL 8 HS hand laid</td>
<td>$120.00</td>
</tr>
<tr>
<td>Binder padding HL 8 HS machine laid, when done in a separate operation</td>
<td>$120.00</td>
</tr>
<tr>
<td>Surface H.L.3A - 50 mm laid on 150 mm stone base including removal</td>
<td>$45.00</td>
</tr>
<tr>
<td>Surface H.L.3 HS or H.L.3A overlay on existing surface, hand laid, various thicknesses in pavement areas</td>
<td>$100.00</td>
</tr>
<tr>
<td>50 mm HL 3 asphalt, hot laid in place by hand in Private Approaches</td>
<td>$40.00</td>
</tr>
<tr>
<td>Rubberized asphalt joints in asphaltic concrete pavement, joints incl. routing: 100 m. or less</td>
<td>$7.00</td>
</tr>
<tr>
<td>more than 100 m</td>
<td>$4.50</td>
</tr>
<tr>
<td>Placing and removing temporary 50 mm H.L.3 surface on 150 granular “A” base to maintain traffic</td>
<td>$35.00</td>
</tr>
<tr>
<td>Surface asphalt H.L.1 - machine laid, when done in a separate operation</td>
<td>$100.00</td>
</tr>
<tr>
<td>Supply and install Tack Coat as per Standard Specification</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>GUTTER</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gutter adjustment in areas when pavement not reconstructed, including replacement of all materials and sawcutting, etc</td>
<td>$40.00</td>
</tr>
<tr>
<td>One-Row Brick gutter on 20 mm mortar cushion</td>
<td>$27.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CURB</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Retaining curb at back of walk up to 150mm in height including excavation and forming</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cost to form and place curb and gutter by hand up to 20 m, including removal</td>
<td>$120.00</td>
</tr>
<tr>
<td>Cost to form and place curb all types by hand up to 20 m, including removal</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>WALK</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>180 mm concrete heavy walk reconstructed including removal</td>
<td>$120.00</td>
</tr>
<tr>
<td>150 mm concrete walk, reconstructed including removal</td>
<td>$110.00</td>
</tr>
<tr>
<td>130 mm concrete approaches, reconstructed including removal</td>
<td>$85.00</td>
</tr>
<tr>
<td><strong>REMOVAL and DISPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>--</td>
</tr>
<tr>
<td>Grade cut/Soft spot removal - including removal (except rock, concrete, pavement)</td>
<td>$30.00</td>
</tr>
<tr>
<td>Break out pavement including removal small quantities, equal to or less than 300 m³</td>
<td>$55.00</td>
</tr>
<tr>
<td>Break out pavement including removal large quantities, greater than 300 m³</td>
<td>$40.00</td>
</tr>
<tr>
<td>Strip/Grind up to 100 mm road surface including removal small quantities, less than 250 m²</td>
<td>$18.00</td>
</tr>
<tr>
<td>Strip/Grind up to 100 mm thick road surface, including removal, large quantities greater than 250 m²</td>
<td>$15.00</td>
</tr>
<tr>
<td>Break out and remove existing concrete walk (125 mm to 180 mm)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Break out and remove existing curb</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

**REMOVAL and DISPOSAL continued**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Break out and remove reinforced concrete by hand (125 mm to 180 mm in thickness)</td>
<td>$38.50</td>
</tr>
<tr>
<td>Break out and remove reinforced concrete by machine (125 mm to 180 mm in thickness)</td>
<td>$18.00</td>
</tr>
<tr>
<td>Break out and remove and dispose of abandoned TTC track allowance pavement or railway tracks in pavement, including all materials</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

**DRAINAGE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply &amp; install catch basin chamber (Single) sumpless, including up to 300 mm. adjustments and frame and grate including connections</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Supply &amp; install catch basin chamber (Single) with sump, including up to 300 mm. adjustments and frame and grate including connections</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Supply &amp; install new catch basin frame and cover complete with up to 300 mm adjustments including removal of existing</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Supply &amp; install maintenance hole frame and cover complete with up to 300 mm adjustments including removal and disposal of existing</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Break out up to 1.20 m in depth and abandon catch basin, including u-fill backfill material</td>
<td>$600.00</td>
</tr>
<tr>
<td>Break out and remove and dispose of abandoned cast in place catch basin, double catch basin, or maintenance hole structures up to 2.5m in depth</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Drain connection, 100 mm, supply, install including connections up to 3.5 m deep</td>
<td>$400.00</td>
</tr>
<tr>
<td>Drain connection, 150 mm, supply, install including connections up to 3.5 m deep</td>
<td>$425.00</td>
</tr>
<tr>
<td>Catch basin conn, 250 mm, supply, install including connections up to 3.5 m deep</td>
<td>$450.00</td>
</tr>
<tr>
<td>Catch basin conn, 300 mm, supply, install including connections up to 3.5 m deep</td>
<td>$475.00</td>
</tr>
<tr>
<td>Resetting existing catch basin frame and/or maintenance hole frame and cover complete with up to 300mm of adjustments</td>
<td>$700.00</td>
</tr>
<tr>
<td>Catch basin riser complete as shown on Drawing SE-559</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Perforated subdrain 150 mm diameter, complete - including coring into</td>
<td></td>
</tr>
</tbody>
</table>
### Schedule A – Schedule of Prices for Changes in the Work  
**HST Excluded**  
Tender Call No. 197-2017 Contract No. 17EY-123TR

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catch basin</td>
<td>per m</td>
<td>75.00</td>
</tr>
<tr>
<td>Supply and place filter cloth – Terrafix Type 24/15 and R270</td>
<td>per m²</td>
<td>15.00</td>
</tr>
<tr>
<td>Supply and place silicone waterproof sealant</td>
<td>per m</td>
<td>15.00</td>
</tr>
</tbody>
</table>

**VARIOUS**

- **Sodding** - No. 1 grade sod, supplying, placing and maintaining until rooted, including 100 mm top soil
  - per m²: 18.00
- **Supply and place triple mix soil**
  - per m³: 55.00
- **Chipping face of existing curb to remove excess concrete including disposal**
  - per m: 30.00
- **Steel plates and bars, supply and place**
  - per kg: 8.00

**Reconstruct private concrete steps, and similar structures including using 32 MPa. concrete, including removal. To be paid as follows:**
- for the first quantity of up to 1.00 m³
  - per m³: 1,500.00
- for quantities in excess of 1.00 m³ thereafter
  - per m³: 750.00

**Removal, storage and resetting of existing parking meters, traffic signs, or bicycle rings, etc.**
- each: 60.00

**Remove & replace Water Boxes including backfilling and restoration in lawn or boulevard**
- each: 420.00

**Lumber shoring left in place (new) for used Lumber pay 50% of rate**
- per m³: 800.00

**Cost to supply and install Dowels in concrete road base, complete**
- each: 30.00

**Remove, store and relay concrete unit pavers to grade including Limestone screening bedding**
- per m²: 70.00

**Abatement of asbestos conduits from 75 mm to 150 mm in diameter, including removal and disposal from site (Not necessarily a continuous operation):**
- 1 to 10 m
  - per m: 800.00
- 10 to 100 m
  - per m: 400.00
- 100 m +
  - per m: 200.00

**Supply, install, relocate and removal of Jersey Barrier (precast 2.4m length):**
- up to 10 days
  - per m/day: 10.00
- 11 to 30 days
  - per m/day: 5.00
- more than 31 days
  - per m/day: 2.50

**Supply, install, relocate and removal of 1.8m high modular steel barricade:**
- up to 10 days
  - per m/day: 6.00
- 11 to 30 days
  - per m/day: 3.00
- more than 31 days
  - per m/day: 2.00

**Supply and install hydrant extensions complete - 150 mm**
- each: 600.00

**Supply and install hydrant extensions complete - 300 mm**
- each: 650.00
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and install hydrant extensions complete - 450 mm</td>
<td>$700.00</td>
</tr>
<tr>
<td><strong>ADJUSTMENT TO CASTINGS</strong></td>
<td></td>
</tr>
<tr>
<td>(Maintenance hole, catch basins, etc.). Applies only where surrounding</td>
<td></td>
</tr>
<tr>
<td>concrete etc. must be removed specifically to adjust casting.</td>
<td></td>
</tr>
<tr>
<td>Adjustment to casting including first 300mm of adjustment (complete)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Adjustment to price for additional adjustment (50mm) including steps</td>
<td>$45.00</td>
</tr>
<tr>
<td>if required</td>
<td></td>
</tr>
<tr>
<td><strong>UNSHRINKABLE FILL</strong></td>
<td></td>
</tr>
<tr>
<td>Supply and place first 8.0 m³</td>
<td>$130.00</td>
</tr>
<tr>
<td>Supply and place, over and above 8.0 m³ in same location</td>
<td>$120.00</td>
</tr>
<tr>
<td><strong>SAW CUTTING IN PAVEMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>Per 25mm of depth</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>TREE PITS</strong></td>
<td></td>
</tr>
<tr>
<td>Cost to including construct complete, including but not limited to the</td>
<td></td>
</tr>
<tr>
<td>supply and placement of all materials such as concrete, rebar, triple mix</td>
<td></td>
</tr>
<tr>
<td>topsoil, as per the latest City standard specifications, labour, tree</td>
<td></td>
</tr>
<tr>
<td>protection, traffic control and pedestrian protection precast concrete</td>
<td></td>
</tr>
<tr>
<td>covers.</td>
<td></td>
</tr>
<tr>
<td>Tree pit 1.2m x 2.4m where there is no existing tree</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Tree pit 1.2m x 2.4m where there is an existing tree (hand excavation)</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>SPEED HUMPS</strong></td>
<td></td>
</tr>
<tr>
<td>To be paid for the supply and installation per m. measured width from</td>
<td></td>
</tr>
<tr>
<td>curb to curb.</td>
<td></td>
</tr>
<tr>
<td>Reconstruct 75mm asphalt speed hump as per City specifications, including all</td>
<td></td>
</tr>
<tr>
<td>labour, materials and reflective pavement markings</td>
<td>$425.00</td>
</tr>
<tr>
<td>Install 65mm rubber speed bump as per City specifications, including all</td>
<td>$400.00</td>
</tr>
<tr>
<td>labour and materials</td>
<td></td>
</tr>
<tr>
<td><strong>EXCAVATION</strong></td>
<td></td>
</tr>
<tr>
<td>In open trench, all types of materials including shoring, dewatering,</td>
<td></td>
</tr>
<tr>
<td>removing and hauling away of excavated materials and all incidentals,</td>
<td></td>
</tr>
<tr>
<td>as provided in the contract and specifications:</td>
<td></td>
</tr>
<tr>
<td>- from zero to 3 m in depth</td>
<td>$135.00</td>
</tr>
<tr>
<td>- from zero to 4.6 m in depth</td>
<td>$145.00</td>
</tr>
<tr>
<td>- from zero to 6 m in depth</td>
<td>$165.00</td>
</tr>
<tr>
<td>Additional cost for boulders and rock excavation in open trench over</td>
<td></td>
</tr>
</tbody>
</table>
## Schedule A – Schedule of Prices for Changes in the Work

**HST Excluded**

Tender Call No. 197-2017 Contract No. 17EY-123TR

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.3 m³ (to be paid only where additional hand work involved)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Excavating and breaking out additional depth of concrete base in pavement</td>
<td>$50.00</td>
</tr>
<tr>
<td>over and above that shown on the Contract drawings</td>
<td></td>
</tr>
<tr>
<td>Additional cost for breaking out additional thickness of concrete in</td>
<td>$500.00</td>
</tr>
<tr>
<td>maintenance hole structure</td>
<td></td>
</tr>
<tr>
<td>Additional cost for removing concrete in open trench by hand</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

### TUNNELLING

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional cost for increased depth of shaft up to 5 m in total depth</td>
<td>$350.00</td>
</tr>
<tr>
<td>Additional costs to Tender items for tunnel, short heading up to 1.2 m</td>
<td>$800.00</td>
</tr>
<tr>
<td>(to be paid only where additional hand work involved)</td>
<td></td>
</tr>
<tr>
<td>Additional cost to Tender item for tunnel construction (cap and leg method)</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>including grouting</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Tunnelling shaft shall not be considered as tunnel, but as open cut.

### TRAFFIC SIGNAL AND STREET LIGHTING PLANT

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and install rigid PVC pipe – 19 mm or 25 mm concrete encased,</td>
<td>$80.00</td>
</tr>
<tr>
<td>unshrinkable backfill</td>
<td></td>
</tr>
<tr>
<td>Supply and install rigid PVC pipe – 50 mm concrete encased,</td>
<td>$100.00</td>
</tr>
<tr>
<td>unshrinkable backfill</td>
<td></td>
</tr>
<tr>
<td>Supply and install rigid pipe – 75/100 mm rigid PVC duct concrete encased,</td>
<td>$110.00</td>
</tr>
<tr>
<td>unshrinkable backfill</td>
<td></td>
</tr>
<tr>
<td>Supply and install rigid PVC pipe - 19 mm or 25 mm in blvd. no concrete,</td>
<td>$60.00</td>
</tr>
<tr>
<td>unshrinkable backfill</td>
<td></td>
</tr>
<tr>
<td>Supply and install rigid PVC pipe - 50 mm in blvd. no concrete,</td>
<td>$70.00</td>
</tr>
<tr>
<td>unshrinkable backfill</td>
<td></td>
</tr>
<tr>
<td>Supply and install rigid pipe – 75/100 mm rigid PVC duct in blvd. no concrete,</td>
<td>$80.00</td>
</tr>
<tr>
<td>unshrinkable backfill</td>
<td></td>
</tr>
<tr>
<td>Construct T.H.E.S. sidewalk well 320 mm dia. complete (including material</td>
<td>$650.00</td>
</tr>
<tr>
<td>pick up)</td>
<td></td>
</tr>
<tr>
<td>Construct T.H.E.S. sidewalk well (Non metallic) 450 mm dia. Complete</td>
<td>$750.00</td>
</tr>
<tr>
<td>(including material pick up)</td>
<td></td>
</tr>
<tr>
<td>Construct reinforced circular footing pole base, including 35 MPa</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>concrete and anchor as specified</td>
<td></td>
</tr>
<tr>
<td>Construct reinforced spread footing pole base, including 35 MPa</td>
<td>$1,450.00</td>
</tr>
<tr>
<td>concrete and anchor as specified</td>
<td></td>
</tr>
<tr>
<td>Supply and install ground plates or rods for handwells, including copper</td>
<td>$200.00</td>
</tr>
<tr>
<td>wire for grounding</td>
<td></td>
</tr>
<tr>
<td>Remove existing pole bases all types</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

### PAVEMENT MARKINGS
Schedule A – Schedule of Prices for Changes in the Work  
HST Excluded  
Tender Call No. 197-2017 Contract No. 17EY-123TR

<table>
<thead>
<tr>
<th>Description</th>
<th>Price per m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>All prices shall include all traffic control and cost of doing work during nights or weekends. Measurements shall be taken along the actual marking applied and shall not include gaps or breaks between adjacent markings.</td>
<td></td>
</tr>
<tr>
<td>Water, soda or sand blasting of concrete, or asphalt surface for preparation of pavement markings, 100mm width</td>
<td>6.85</td>
</tr>
<tr>
<td>Temporary line painting on all surfaces, 100 mm width</td>
<td>4.60</td>
</tr>
<tr>
<td>Temporary line painting on all surfaces, 500 mm wide</td>
<td>6.50</td>
</tr>
<tr>
<td>Temporary symbol painting on all surfaces</td>
<td>50.00</td>
</tr>
<tr>
<td>Temporary line tape on all surfaces, 100 mm wide</td>
<td>11.00</td>
</tr>
<tr>
<td>Temporary line tape on all surfaces, 500 mm wide</td>
<td>40.00</td>
</tr>
<tr>
<td>Temporary tape symbol on all surfaces</td>
<td>75.00</td>
</tr>
<tr>
<td>Field reacted Polymeric, 100 mm wide</td>
<td>7.50</td>
</tr>
<tr>
<td>Field reacted Polymeric, 500 mm wide</td>
<td>38.00</td>
</tr>
<tr>
<td>Field reacted Polymeric, symbol</td>
<td>200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Price per m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONCRETE</td>
<td></td>
</tr>
<tr>
<td>32 MPa. 7-day mix, supply and place in Roadway</td>
<td></td>
</tr>
<tr>
<td>150 mm in thickness</td>
<td>55.00</td>
</tr>
<tr>
<td>200 mm in thickness</td>
<td>70.00</td>
</tr>
<tr>
<td>300 mm in thickness</td>
<td>105.00</td>
</tr>
<tr>
<td>All applications high early strength mix over and above regular mix for supply and placement 24hr concrete</td>
<td>40.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Price per M³</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANULAR FILL</td>
<td></td>
</tr>
<tr>
<td>Granular 'A' including delivery, placement grading and compaction</td>
<td>25.00</td>
</tr>
<tr>
<td>Granular 'B' including delivery, placement grading and compaction</td>
<td>22.00</td>
</tr>
<tr>
<td>Crusher run limestone including delivery, placement, grading and compaction</td>
<td>30.00</td>
</tr>
<tr>
<td>Crusher run limestone including delivery, placed by hand and compaction</td>
<td>39.00</td>
</tr>
<tr>
<td>Supply and place 50 mm clear stone to stabilize sub-grade</td>
<td>30.00</td>
</tr>
<tr>
<td>Recycled material for placement in walk or boulevard area, equal to or less than 5 M³</td>
<td>27.00</td>
</tr>
<tr>
<td>Recycled material for placement in walk or boulevard area, greater than 5 M³</td>
<td>20.00</td>
</tr>
</tbody>
</table>
Note

Bidders are not required to complete the following listed documents as part of the Bid Submissions.

The Successful Bidder shall complete these documents upon notification by the City.

- FORM OF AGREEMENT
- PERFORMANCE BOND
- PAYMENT BOND
- WSIB & TAX STATUTORY DECLARATION
- INSURANCE CERTIFICATE
- DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY FORM
- SUPPLEMENTARY STATUTORY DECLARATION FOR OHSA
THIS CONTRACT, made in quadruplicate this ______ day of ______, 20____

B E T W E E N:

[Contractor’s Full Legal Name]
(hereinafter called the “Contractor”)
Of The First Part

- and -

CITY OF TORONTO
(hereinafter called the “City”)
Of The Second Part

WHEREAS the City issued a Tender Call for Project [enter #] Addenda with respect thereto;

AND WHEREAS the Contractor submitted a Bid dated [enter date] in response to the Tender Call and Addenda, a copy of which is hereto annexed to this Contract and constitutes a part thereof; and

Delete the authorization paragraphs that are not applicable

AND WHEREAS at its meeting held on [enter date], the [enter applicable Standing Committee], Item No. [enter report no.], adopted the recommendations of the Report of the [enter title of Division Representative] of [enter name of Division] and the Director, Purchasing and Materials Management, dated [enter date], and authorized the retention of the Contractor to provide the Work in connection with the Project in accordance with all the terms and conditions of the Tender Call and the Contract Documents (including the Specifications and General Conditions hereto annexed or referred to, and of the Drawings referred to and listed in such Specifications), with payment therefore to be in accordance with the prices set out in this Contract, but not to exceed the total amount of $[enter amount] including all taxes and contingencies;

or

AND WHEREAS at its meeting held on [enter date], the Bid award panel adopted the recommendations of the Report of the [enter title of Division Representative] of [enter name of Division] and the Director, Purchasing and Materials Management, dated [enter date], and authorized the retention of the Contractor to provide the Work in connection with the Project in accordance with all the terms and conditions of the Tender Call and the Contract Documents (including the Specifications and General Conditions hereto annexed or referred to, and of the Drawings referred to and listed in such Specifications), with payment therefore to be in accordance with the prices set out in this Contract, but not to exceed the total amount of $[enter amount] including all taxes and contingencies;

or

AND WHEREAS the Director, Purchasing and Materials Management, in accordance with her/his authority under Chapter 195, Purchasing, of the City of Toronto Municipal Code, has authorized the retention of the Contractor to provide the Work in connection with the Project in accordance with all the terms and conditions of the Tender Call and the Contract Documents (including the Specifications and General Conditions hereto annexed or referred to, and of the Drawings referred to and listed in such Specifications), with payment therefore to be in accordance with the prices set out in this Contract, but not to exceed the total amount of $[enter amount] including all taxes and contingencies;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Interpretation

The Interpretation provisions of and definitions contained in the Tender Call are incorporated into and form part of this Contract. In addition to the foregoing, the following terms shall have the meanings herein specified unless the context otherwise specifies or requires:

“City Personnel” means its mayor, elected officials, officers, employees, servants, agents, volunteers and contracted personnel (excluding the Contractor);

“Claims” or “Claim” means any demands, claims, actions, causes of action, suits, proceedings, executions, liens and otherwise for, without limitation, liabilities, damages and loss of any kind and any nature whatsoever including but not limited to property damage or loss, bodily injury and death, loss of reputation, loss of opportunity, economic loss, royalties, judgments, fines, penalties, interest, charges, expenses and costs (including legal costs on a substantial indemnity basis);

“Contract Documents” means all of the following documents:

(a) this Contract between the City and the Contractor, upon execution, including all schedules and amendments thereto;
(b) the Tender Call;
(c) Contractor’s Bid, dated [enter date]; and
(d) any other document agreed by the parties, in writing, to constitute one of the Contract Documents;

"Division Head" means [enter title of Division Representative and name of Division];

“Specifications” means all written or printed descriptions, instructions or parameters within this Contract pertaining to the method and manner of supplying the Work or performing the scope and requirements related to such supply, including those pertaining to the qualities of the Work and includes, without limitation, any other technical, functional and warranty requirements set out in this Contract and includes any Standard Specifications and Special Specifications contained in the Tender Call.

Any reference to a Division Head or an officer or representative of the City shall be construed to mean the person holding that office from time to time and any person holding a successor office, and shall be deemed to include a reference to any person delegated, in accordance with any applicable by-laws and policies of the City, the authority of that Division Head, officer or
representative of the City so referenced or otherwise duly authorized as a representative of that person to the extent of such authorization.

A reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof.

Where there is conflict, inconsistency, ambiguity or incongruity between the interpretation provisions and definitions contained in this Contract and those in the Tender Call, the interpretations and definitions in this section shall apply and prevail to the extent of such conflict, inconsistency, ambiguity or incongruity.

2. Incorporation of Contract Documents

The Contract Documents are incorporated into and form part of this Contract to the same extent, effect and fully as if each of them was set out and specifically repeated in this Contract, even if said documents are not physically attached hereto. The Contractor acknowledges receipt of all Contract Documents.

3. Performance

The Contractor shall execute and perform the whole of the Work with all due expedition and in a thoroughly worker-like manner in all respects in strict accordance with all terms and conditions of the Contract Documents and will maintain and guarantee the Work as provided for in the Contract Documents, all to the entire satisfaction of the Division Head, and that in the execution and performance of the Work the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions mentioned and contained in the Contract Documents on the part of the Contractor to be carried out, performed, observed and fulfilled.

The Contractor shall furnish all materials, equipment, tools, plant, machinery, labour, and workmanship required for the Work, together with transportation of the same, and all other things necessary for the due and proper execution of the Work in the manner aforesaid and will do all such Work and furnish all such materials according to the directions and to the satisfaction of the Contract Administrator for the Division Head. The Contractor shall proceed with the provision of Work diligently and at a rate of progress that, in the reasonable opinion of the Division Head, will ensure entire completion within the time provided for in the Contract.

4. Payment

If the Contractor shall duly and properly execute and perform this Contract and the Work and shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisos, terms and conditions herein and in the Contract Documents, the City will pay the Contractor for the Work (exclusive of all Extra Work or Additional Work and subject to any alterations or deductions in Work ordered by the said Division Head in connection therewith) in accordance with the prices set out in the Contractor’s Bid and the terms of payment in the Contract Documents and for such alterations, deductions, Extra Work or Additional Work at the unit rates set out in the Contractor’s Price Form of its Tender or the amounts, as the case may be, stipulated in a written order or written orders of the said Division Head authorizing the Extra Work, Additional Work, alterations or deductions. All such payments shall be made in the manner and subject to the forfeitures and deductions set out in the Contract Documents upon
estimates or certificates signed by the said Division Head and subject to the provisions of all applicable by-laws of the City; PROVIDED

(a) that no money shall become due or payable under this Contract unless and until an estimate or certificate therefore shall have been signed as herein provided, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;

(b) that the City shall not be liable or compelled to pay for any Extra Work or Additional Work except in the manner and as provided for herein and in the Contract Documents, or to grant or issue any estimate or certificate for any of the Work or Material rejected as unsatisfactory or deficient by the said Division Head or to pay any money therefore until the Work or material so rejected has been replaced by new material and proper workmanship to the written satisfaction of the said Division Head, and

(c) that the granting of any estimate or certificate or the payment of any moneys thereunder shall not be construed as an acceptance by the City of any bad or defective Work or Material to which the same relates, or as an admission of liability by the City to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such Work or Material, although the condition of the same may not have been known to or discovered by the said Division Head at the time such estimate or certificate was granted, or moneys paid thereon.

5. Indemnification

The Contractor agrees that it will from time to time, and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the City, its City Personnel and successors and assigns of, from and against any and all Claims which may be brought against or made upon the City, its City Personnel and successors and assigns, or any of them, and of, from and against all loss, liability, judgements, costs, charges, damages, liens and expenses which the City, City Personnel and its successors and assigns, or any of them, may sustain, incur or be put to by reason or arising out of or in consequence of the City entering into this Contract, the execution and performance of the Work or the non-execution, or imperfect execution of the Work or the supply or non-supply of plant and Material for the Work, including any injury, loss or damage arising out of or incidental to this Contract, including passage of persons, vehicles and property over any lands of the City, including lands which do not form part of the Contractor’s hoarded construction area.

The Contractor further agrees that it will pay to the City and to each such City Personnel and its successors and assigns on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the City or by any of its City Personnel, successors or assigns in consequence of any such Claim and any moneys paid or payable by the City or any of the City Personnel in settlement or in discharge or on account thereof, PROVIDED that on default of such payment all such last mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the City on account of the Work or from moneys payable by the City to the Contractor on any account whatever or may be recovered from the Contractor or its Surety in any court of competent jurisdiction as moneys paid at their request; and the Contractor hereby authorizes and empowers the City, or its Solicitors for the time being, to defend, settle or compromise any of such actions, suits claims, liens, executions or demands as the City or its said Solicitor may deem expedient, and hereby agrees to ratify and confirm all the acts of the
Section 6 – Contract Execution Package
Form of Agreement
Tender Call No. 197-2017 Contract No. 17EY-123TR

City or its Solicitor in that behalf, and to pay to such Solicitor on demand their reasonable costs of any such defence, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the City to the Contractor on any account whatever; PROVIDED, HOWEVER, that the Contractor at the expense of the Contractor may take charge of and conduct the defence in the name of the City to any such action, suit, claim, lien, execution or demand.

6. Insurance, OHSA and WSIB Compliance
The Contractor shall comply with all of the insurance, Ontario Health and Safety Act and Workplace Safety and Insurance Board provisions of this Contract and legislative requirements, as applicable, prior to the commencement of Work. The Contractor shall bear all costs, expenses, losses and damages of its own and those of the City which may arise as a result of the Contractor failing to or delaying in promptly complying with this condition.

7. City Policies, Declarations and Forms
The Contractor shall comply with all City policies, contained in the Contract Documents, and acknowledges execution of the applicable declarations and forms attached thereto. The Contractor represents and warrants that it is in compliance with all such policies and acknowledges that the City is relying on such representation and warranty.

8. Non-Waiver
No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the City's right hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the City save only by express waiver in writing.

9. Contract in Writing
No verbal arrangement or agreement, relating to the Work will be of any force or effect unless it is in writing and signed by duly authorized representative of the City. The City shall not be bound by any oral communication or representation whatsoever, including but not limited to any instruction, amendment or clarification of this Contract or any of the Contract Documents, or any representation, information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, independent contractor or any other person acting on the behalf of or at the direction of the City or other representative of the City) concerning this Contract, the Contract Documents, or any other matter concerning the Contract or Work. Where in this Contract a reference is made to the express written agreement, approval or consent of the City or the Division Head, it shall be understood that the City or Division Head shall not be deemed or construed to have agreed to any stipulation, specification, exclusion, limitation or other term or condition that deviates from a provision set out in any of the Contract Documents, unless that deviation is expressly confirmed in the executed Contract or in a written and express amendment to this Contract.

10. Entire Contract
This Contract, including the Contract Documents, embodies and constitutes the sole and entire agreement between the parties hereto. There are no terms, obligations, covenants or
conditions between the parties hereto, other than as contained herein. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties. Neither this Contract, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by such instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. The Contract Documents are complementary and what is required by any part thereof shall be considered as being required by the whole.

11. **Successors and Assigns**
This Contract and all terms, covenants, conditions and provisions herein shall be binding upon and shall enure to the benefit of the City and the Contractor and their respective permitted assigns, successors and legal representatives.

The Contractor shall not assign, transfer or encumber in any manner or part this Contract without the prior written consent of the City, which consent shall not be unreasonably withheld. The Contractor shall not sub-contract this Contract or change any approved sub-contractor without the prior written consent of the City. No assignment or sub-contracting shall, in any circumstances, relieve the Contractor of its responsibilities, obligations and liabilities under this Contract.

12. **Set-Off**
The City shall have the right to satisfy any amount from time to time owing by it to the Contractor by way of a set-off against any amount from time to time owing by the Contractor to the City, including but not limited to any amount owing to the City pursuant to the Contractor’s indemnification of the City in the Contract.

13. **Precedence**
In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

   a) this Form of Agreement;
   b) Addenda;
   c) Pricing Form, which forms part of the Bid;
   d) Special Specifications;
   e) Contract Drawings;
   f) Standard Specifications;
   g) Specific Conditions;
   h) General Conditions;
   i) Working Drawings;

Later dates shall govern within each of the above categories of documents.
IN WITNESS WHEREOF the Contractor and the City of Toronto have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED  )

 )
 )
 )
 )
 )

 )
 )
 )
 )
 )

I/We have the authority to bind the corporation.

CITY OF TORONTO

 )

 )

City Clerk

[Contractor's Full Legal Name]
Section 6 – Contract Execution Package
Performance Bond
Tender Call No. 197-2017 Contract No. 17EY-123TR

Bond No: ___________________________ ___________________________

Amount: $_________________________ ___________________________

KNOW ALL MEN BY THESE PRESENTS, that we

hereinafter called "the Principal"

– and –

hereinafter called "the Surety"

are jointly and severally held and firmly bound unto the City of Toronto and its successors,
hereinafter called "the Obligee" as Trustee, in the sum of ___________________________ Dollars
($_________________________ ) of lawful money of Canada, to be paid unto the Obligee, for which payment well
and truly to be made we the Principal and Surety jointly and severally bind ourselves, and our
and each of our respective heirs, executors, administrators, successors and assigns by these
presents.

SIGNED AND SEALED with our respective seals and dated this _____ day of _____, 20___.

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has
entered into a contract with the Obligee, hereinafter called "the Contract", for the construction
of ___________________________ as more particularly
set out therein, which Contract is by reference herein made a part hereof as fully to all intents
and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal
shall at all times duly perform and observe the Contract or as the same be changed, altered or
varied as hereinafter provided, to the satisfaction of the Obligee, and shall at all times fully
indemnify and keep indemnified the Obligee from and against all and any manner of loss,
damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and
liabilities arising out of or in any manner based upon or attributable to the Contract, and shall
fully reimburse and repay the Obligee for all outlay, expenses, liabilities, or payments incurred
or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be
void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability
under this instrument of the Principal and Surety for payment of any claims for labour, material
and services used or reasonably required for use in the performance of the Contract.

Provided always, and it is hereby agreed and declared, that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the Work to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

And it is hereby agreed and declared that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability to the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF the Principal and the Surety have executed these presents.

SIGNED, SEALED AND DELIVERED:  

Principal

Surety
Section 6 – Contract Execution Package
Payment Bond
Tender Call No. 197-2017 Contract No. 17EY-123TR

Bond No: __________________________ __________________________
Amount: $________________________

KNOW ALL MEN BY THESE PRESENTS, that we
hereinafter called "the Principal"
– and –
hereinafter called "the Surety"
are jointly and severally held and firmly bound unto the City of Toronto and its successors,
hereinafter called "the Obligee" as Trustee, in the sum of
Dollars ($__________) of lawful money of Canada, to be paid unto the Obligee, for which
payment well and truly to be made we the Principal and Surety jointly and severally bind
ourselves, our and each of our respective heirs, executors, administrators, successors and
assigns by these presents.

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has
entered into a contract with the Obligee, hereinafter called "the Contract", for the construction
of ________________________ as more particularly set out
therein, which Contract is by reference herein made a part hereof as fully to all intents and
purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal
shall:
(a) at all times make payment to all claimants for all labour, materials or services used or
reasonably required for use in the performance of the Contract, or as the same be
changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee;
(b) at all times fully indemnify and keep indemnified the Obligee from and against all and
any manner of loss, damage, expense, suits, action, claims, liens, proceedings,
demands, awards, payments, and liabilities arising out of or in any manner based upon
or attributable to the claims of such persons;
(c) promptly see to the removal from the registered title to the lands on which said
construction takes place, of all claims for lien by claimants as aforesaid and all certificates of action in connection therewith; and

(d) fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments, incurred or undertaken to be made by the Obligee, attributable to the claims of such persons made pursuant to the Contract or the Construction Lien Act, R.S.O. 1990, c. C.30, as may be amended (hereinafter “Construction Lien Act”).

then this obligation shall be void, but otherwise it shall be and remain in full force and effect subject, however, to the following conditions:

(i) a Claimant for the purpose of this Bond shall be individual, firm or corporation having a direct contract with the Principal for labour, services, material or any combination thereof used or reasonably required for use in the performance of the Contract;

(ii) labour, material and services shall be construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract;

(iii) an individual, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall be a Claimant only to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract;

(iv) the prevailing industrial value of equipment shall be determined, insofar as it is practicable to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract;

(v) the Obligee and the Principal shall have the right to change, alter and vary the terms of the Contract, and the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee;
Section 6 – Contract Execution Package
Payment Bond
Tender Call No. 197-2017 Contract No. 17EY-123TR

(vi) the Principal and the Surety shall not be discharged or released from liability hereunder and such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee;

(vii) every Claimant who has not been paid as provided for under the terms of the Claimant's contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of their contract with the Principal and have execution thereon, and the Obligee shall not be obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond;

(viii) it shall be a condition the trust provided for in this Bond, that if any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof;

(ix) no suit or action shall be commenced hereunder by any Claimant:

(a) unless such Claimant shall have given written notice to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed,
(A) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Construction Lien Act, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal,

(B) in respect of any claim either than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal,

and such notice may be served,

(C) by mailing the same by registered mail in each case to an address at which the intended recipient regularly maintains an office for the transaction of business, or

(D) in any manner in which legal process may be served in Ontario;

(b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;

(c) other than in a Court of competent jurisdiction in the Province of Ontario to the jurisdiction of which Court the parties and Claimants shall submit, but subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond;

(x) the amount of this Bond shall be reduced by, and to the extent of, any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Construction Liens which may be filed of records
against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

(xi) the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

In Witness Whereof the Principal and Surety has signed and sealed this Bond this ____ day of ____ , 20__.

SIGNED, SEALED AND DELIVERED:

Principal

Surety
CANADA, ) IN THE MATTER OF the annexed Agreement
PROVINCE OF ONTARIO, ) made between
JUDICIAL DISTRICT OF YORK ) – and –
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THE CITY OF TORONTO
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Certificate of Insurance
Linear Infrastructure and General Construction

To be completed only by the insurer or by its representative.

<table>
<thead>
<tr>
<th>Name of Insured:</th>
<th>City of Toronto</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contact Name, Address, and Telephone Number:</td>
</tr>
<tr>
<td>Address and Telephone Number of Insured:</td>
<td></td>
</tr>
</tbody>
</table>

Operations of Named Insured for which certificate is issued:

(NOTE: Provide specific project information including the City of Toronto contract number)

1. Commercial General Liability

<table>
<thead>
<tr>
<th>Insuring Company</th>
<th>Policy Number</th>
<th>Policy Limit(s) (per occurrence)</th>
<th>Effective Date (yyyy-mm-dd)</th>
<th>Expiry Date (yyyy-mm-dd)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Insurer:</td>
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<tr>
<td>Umbrella / Excess Insurer:</td>
<td></td>
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<td></td>
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<tr>
<td>Contractor’s Pollution Liability, Sudden and Gradual, if applicable</td>
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</tbody>
</table>

Commercial General Liability policy provisions:

(a) The CITY OF TORONTO, ITS BOARDS, AGENCIES, COMMISSIONS OR SUBSIDIARY OPERATIONS, AS APPLICABLE, are included as Additional Insureds but only with respect to liability arising out of the operations of the Insured for which a contract or proposal is issued by the City of Toronto.

(b) The policy includes a Cross-Liability and Severability of Interest, Blanket Form Contractual Liability, Owner’s and Contractor’s Protective Liability, Broad Form Property Damage, Contingent and/or Employer’s Liability, Non-Owned Automobile Liability, Products/Completed Operations and any other provision relevant to the contract work. If applicable to the insured operations as detailed in Item 3, coverage for Blasting, Pile Driving and Collapse.

(c) The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the City.

(d) If cancelled or materially changed to reduce the coverage outlined on this Certificate during the period of coverage as stated herein, thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the insurer(s) to the CITY OF TORONTO at the address provided on this Certificate.
Certificate of Insurance
Linear Infrastructure and General Construction

To be completed only by the insurer or by its representative.

2. Automobile Liability, if applicable

<table>
<thead>
<tr>
<th>Insuring Company</th>
<th>Policy Number</th>
<th>Policy Limit(s)</th>
<th>Effective Date (yyyy-mm-dd)</th>
<th>Expiry Date (yyyy-mm-dd)</th>
</tr>
</thead>
<tbody>
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</table>

3. All-Risk Property
   Contractor's Tools & Equipment in an amount to reflect the replacement cost.
   Policy includes a Waiver of Subrogation Clause in favour of the City.

<table>
<thead>
<tr>
<th>Insuring Company</th>
<th>Policy Number</th>
<th>All-Risk Property</th>
<th>Effective Date (yyyy-mm-dd)</th>
<th>Expiry Date (yyyy-mm-dd)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

CERTIFICATION
I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) stated in the "Expiry Date" provision, unless notice is given in writing in accordance with the provision of this Certificate.

<table>
<thead>
<tr>
<th>Date</th>
<th>Broker’s or Insurer’s Name and Address</th>
<th>Signature and Stamp of Certifying Official</th>
</tr>
</thead>
<tbody>
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</table>

33-0003 2012-01

222 of 253
DOMINION OF CANADA } IN THE MATTER of a proposed Contract for
} }
PROVINCE OF ONTARIO } { }
} { }
JUDICIAL DISTRICT } { }
} { }
OF YORK; } { }
} { }
TO WIT: } { Contract No. { }

as hereinbefore described on the first page of the Tender.

I/we ___________________________________________________________
of the city / town / village of __________________________________________
in the province of ____________________________________________ do solemnly declare as follows:

IF AN INDIVIDUAL
1. I am _______________________________________________________
   (If an incorporated Company, state “President”, “Secretary”, or as the case may be)
of ___________________________________________________________
   (State Firm Name)
   the Contractor herein.

IF AN INDIVIDUAL
CARRYING ON A
BUSINESS UNDER
A FIRM NAME, USE
THIS PARAGRAPH

I am the Contractor herein contracted to carry out the work under
Contract no. and I carry on business at

______________________________________________________________
under the name of ___________________________________________
   (State Firm Name)

there is no other person associated with me in partnership.

IF A
PARTNERSHIP,
USE THIS
PARAGRAPH

We are the Contractors contracted to carry out the work under
Contract no. and we carry on business at _______________________
in partnership, under the name of

______________________________________________________________
   (State Firm Name)

we are the only members of such partnership.
2. I/we have a health and safety policy and a programme to implement such policy as required by clause 25 (2) (j) of the Occupational Health and Safety Act. R.S.O., 1990, c. o.1, as may be amended (hereinafter “OHSA”), and the said policy does not conflict with the health and safety policy of the City of Toronto.

3. With respect to the goods and services contemplated in the above Contract, the Contractor and its proposed Subcontractors
   a) have conducted training for all personnel to be involved in providing such goods and services as required by the OHSA and all regulations thereunder, including those with respect to the workplace hazardous materials information system, industrial establishments, construction projects and designated substances.
   b) have put into effect all programmes relating to designated substances as required by the regulations under the OHSA.

4. I am/we are each of the full age of twenty-one years or over.

And I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of “the Canada Evidence Act”.

SEVERALLY DECLARED before me at the }

_____________________________ of __________________ in }

the Province of Ontario }

_____________________________ this __________________ day }

Signing Officer of Company }

_____________________________ 20_________ }

A Commissioner, etc.
Section 7 – City Policies
Tender Call No. 197-2017 Contract No. 17EY-123TR

For a copy of the City of Toronto Procurement Policies, please download a copy of the Policy by visiting the following website:
(http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=6281a73f0243b510VgnVCM10000071d60f89RCRD)

(1) FAIR WAGE POLICY*
*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R (10/07)

The policy and schedules are available on the Fair Wage Office website – www.toronto.ca/fairwage

(2) LABOUR TRADES CONTRACTUAL OBLIGATIONS IN THE CONSTRUCTION INDUSTRY*
Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67)

(3) ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

(4) SOCIAL PROCUREMENT PROGRAM

(5) PURCHASE OF PRODUCTS MANUFACTURED IN FACTORIES WHERE CHILDREN ARE USED AS SLAVE LABOUR OR OTHER EXPLOITIVE CIRCUMSTANCES WHICH IMPEDES CHILD DEVELOPMENT

(6) ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

(7) RIGHT TO REJECT DEBTORS AND SET OFF POLICY

(8) CONTRACTOR PERFORMANCE EVALUATION FORM

(9) TREE PROTECTION POLICY
TORONTO LICENSING REQUIREMENTS

Attached is a listing of services and trades which require licensing.

Any firm (prime contractor, sub-contractor) performing or subcontracting any or all of the services listed must be licensed and in good standing.

For further detailed information on Licenses please contact the call centre at 416-392-6700.

TRADES / SERVICES REQUIRING TORONTO LICENSES

BUILDING RENOVATORS:

- Bricklaying / Masonry
- Carpentry
- Flat Roofing
- Plastering
- Tile Setting
- Drywall / Taping
- Tuck Pointing

- Shingling
- Waterproofing
- Concrete Work
- Eavestroughing
- Manufacture & Installation of Cabinets and Vanities
- Installation of Aluminum Products
- Underpinning

OTHER TRADES:

- Insulation Installer
- Building Cleaner - Exterior
- Sign Painter
- Chimney Repairperson

- Heating Contractor
- Plumbing and Heating Contractor
- Plumbing Contractor
- Drain Contractor

MISCELLANEOUS:

- Auctioneer

Revised August 7, 2009
Chapter 517

IDLING OF VEHICLES AND BOATS

§ 517-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BOAT — A ship or any other description of vessel not propelled by oars and includes a boat used exclusively for towing purposes, a water taxi and a boat used on water for living purposes.

IDLE — The operation of the engine of a boat or vehicle while the vehicle or boat is not in motion and not being used to operate auxiliary equipment that is essential to the basic function of the vehicle or boat, and “idling” has a corresponding meaning.

LAYOVER — A stopping point along a transit route for a maximum of 15 minutes used by transit vehicles to allow transit vehicles to adjust to service schedules.

MOBILE WORKSHOP:
A. A vehicle containing equipment that must be operated inside or in association with the vehicle; or
B. A vehicle serving as a facility for taking measurements or making observations operated by or on behalf of a municipality, public utility or police, fire or ambulance service.

OFFICIAL — A police officer, police cadet, municipal law enforcement officer or any person authorized to enforce this chapter.

STOPOVER — A scheduled delay of a maximum of 15 minutes at a transit vehicle terminal to allow transit vehicles to adjust to service schedules.

§ 517-2. Restrictions on idling; exceptions.

§ 517-3. Offences.
§ 517-2
IDLING OF VEHICLES AND BOATS

TRANSIT VEHICLE — Public transit vehicles, tour buses and motor coaches.

VEHICLE — A motor vehicle, trailer, traction engine, farm tractor or road-building machine as defined in the *Highway Traffic Act*\(^1\) and any vehicle drawn, propelled or driven by any kind of non-muscular power, but does not include cars of electric or diesel electric railways running only upon rails.

§ 517-2. Restrictions on idling; exceptions.

A. No person shall cause or permit a vehicle or boat to idle for more than three minutes in a sixty-minute period.

B. **[Amended 1999-5-12 by By-law No. 238-1999]** Subsection A does not apply to:

1. Police, fire or ambulance vehicles or boats while engaged in operational activities, including training activities, except where idling is substantially for the convenience of the operator of the vehicle or boat.

2. Vehicles and boats assisting in an emergency activity.

3. Ferry boats operated by the City of Toronto or the Toronto Harbour Commissioners providing service to the Toronto Islands, including the Toronto Island Airport.

4. Boats not at anchor or tied to a dock.

5. Mobile workshops while they are in the course of being used for their basic function.

6. Vehicles or boats where idling is required to repair the vehicle or boat or to prepare a vehicle or boat for service.

7. Armoured vehicles where a person remains inside the vehicle while guarding the contents of the vehicle or while the vehicle is being loaded or unloaded.

8. Vehicles or boats required to remain motionless because of an emergency, traffic, weather conditions or mechanical difficulties over which the driver has no control.

9. Vehicles or boats engaged in a parade or race or any other event authorized by Council.

10. Transit vehicles while passengers are embarking or disembarking en route or in terminals.

11. Transit vehicles while at a layover or stopover location except where idling is substantially for the convenience of the operator of the vehicle.

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\(^1\) Editor’s Note: See R.S.O. 1990, c. H.8.
(12) Vehicles transporting a person where a medical doctor certifies in writing that for medical reasons a person in a vehicle requires that temperature or humidity be maintained within a certain range.

(13) Vehicles or boats when the ambient temperature inside a vehicle or boat is:

(a) More than 27 degrees Celsius; or

(b) Less than 5 degrees Celsius.

§ 517-3. Offences.

[Amended 1999-11-25 by By-law No. 746-1999]

Every person who contravenes any provision of this chapter is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.²

² Editor's Note: Under section 61 of the Provincial Offences Act, R.S.O. 1990, c. P.33, a person convicted of an offence is liable to a fine of not more than $5,000.
PROJECT INFORMATION SIGNS

Company Name
Under Contract To:
Insert Agency Here
For Information Call:
XXX - XXX - XXXX

SPECIFICATIONS:
BLACK ON WHITE ENGINEER GRADE REFLECTIVE SHEETING
FONT: CLEARVIEW ONE UCGS - UPPER AND LOWER CASE LETTERING
TEXT HEIGHT: AS MARKED

PROJECT INFORMATION SIGN
900 mm x 1200 mm
NOTES:
A All dimensions are in millimetres unless otherwise shown.
CAST IRON, SQUARE FRAME WITH CIRCULAR COVER AND PLUG FOR VALVE CHAMBERS

ONTARIO PROVINCIAL STANDARD DRAWING

OPSD 402.010

NOTE:
A All dimensions are in millimetres unless otherwise shown.
NOTES:

1. THE SUMP IS MEASURED FROM THE LOWEST INVERT.
2. 150 mm OF COMPACTED GRANULAR A OR UNSHRINKABLE FILL TO BE PLACED ALL AROUND THE MAINTENANCE HOLE.
3. PRECAST CONCRETE COMPONENTS ACCORDING TO OP SD 701.030, OP SD 701.031 AND OP SD 701.032.
4. STRUCTURES EXCEEDING 5.0m IN DEPTH TO INCLUDE SAFETY PLATFORM ACCORDING TO OP SD 404.020
5. PIPE SUPPORT ACCORDING TO T-708.020.
6. FOR BENCHING DETAILS, MAXIMUM PIPE HOLE DIAMETERS AND FLOW CONFIGURATIONS, SEE T-701.021.
7. ALL DIMENSIONS ARE NOMINAL.
8. PARGING SHALL BE 1:3 MORTAR MIX.
9. WATERPROOFING OVER PARGING TO BE TWO HEAVY COATS OF BITUMEN.
10. WHERE PIPES JOIN AT MAINTENANCE HOLE, JOINTS ARE TO BE WATERTIGHT WITH THE APPROVED SEAL.
11. FIRST STEP TO BE 75 mm TO 300 mm BELOW FRAME. LAST STEP TO BE 300 mm ABOVE BENCHING OR 600mm ABOVE INVERT IF NO BENCHING.

All dimensions are in millimetres unless otherwise shown.
1. Dropped curbs are to be provided for width of all pedestrian crossing zebra markings.

2. Tactile walking surface indicators are to be installed at all pedestrian crossings in conjunction with all road and sidewalk construction, reconstruction and resurfacing projects.

3. Each location is site specific and consultation with the City of Toronto may be required for non-typical intersections and pedestrian crossings.

4. Refer to T-310.030-9 for details about location of tactile walking surface indicators, curb cuts, and sidewalk ramps.

All dimensions are in millimetres unless otherwise shown.
NOTES:

1. DROPPED CURBS ARE TO BE PROVIDED FOR WIDTH OF ALL PEDESTRIAN CROSSING PAVEMENT MARKINGS.

2. DROPPED CURBS ARE TO BE PROVIDED FOR WIDTH OF SIDEWALK FOR CONTROLLED PEDESTRIAN CROSSINGS WHERE PAVEMENT MARKINGS ARE NOT USED.

3. TACTILE WALKING SURFACE INDICATORS ARE TO BE INSTALLED AT ALL PEDESTRIAN CROSSINGS IN CONJUNCTION WITH ALL ROAD AND SIDEWALK CONSTRUCTION, RECONSTRUCTION AND RESURFACING PROJECTS.

4. EACH LOCATION IS SITE SPECIFIC AND CONSULTATION WITH THE CITY OF TORONTO MAY BE REQUIRED FOR NON TYPICAL INTERSECTIONS AND PEDESTRIAN CROSSINGS.

5. REFER TO T-310.030-9 FOR DETAILS ABOUT LOCATION OF TACTILE WALKING SURFACE INDICATORS, CURB CUTS, AND SIDEWALK RAMPS.

All dimensions are in millimetres unless otherwise shown.
ENGINEERING & CONSTRUCTION SERVICES STANDARD DRAWING

LOCATIONS OF DROPPED CURBS
AT CONTROLLED INTERSECTIONS

NOTES:
A. 3.0m minimum for signalized intersections, 2.5m minimum for non signalized intersections with pedestrian crossing pavement markings, 2.1m minimum for non signalized intersections without pedestrian crossing pavement markings.

B. When distance is less than 1.2m use continuous dropped curb at intersection corner, when distance is greater than or equal to 1.2m use two separated dropped curbs at intersection corner.

1. Dropped curb to be provided for width of all pedestrian crossings.

2. Tactile walking surface indicators to be provided only within width of pedestrian crossings.

3. Tactile walking surface indicators are to be installed at all pedestrian crossings.

4. Each location is site specific and consultation with the City of Toronto may be required for non typical intersections and pedestrian crossings.

5. Refer to T-310.030-7 for various configurations of pedestrian crossings at signalized intersections and T-310.030-8 for controlled non signalized intersections.

All dimensions are in millimetres unless otherwise shown.
TACTILE WALKING SURFACE INDICATOR AND CURB RAMP DETAIL

NOTES:

A. 3.0m MINIMUM FOR SIGNALIZED INTERSECTIONS, 2.5m MINIMUM FOR NON SIGNALIZED INTERSECTIONS.

B. 1.2m MINIMUM FOR TRANSITIONS BETWEEN FULL HEIGHT CURB AND 120mm DROPPED CURB, 0.45m MINIMUM FOR TRANSITIONS BETWEEN 120mm DROPPED CURB AND 75mm DROPPED CURB.

1. REFER TO T-310.030-9 FOR INFORMATION ABOUT THE LOCATION OF DROPPED CURBS.

All dimensions are in millimetres unless otherwise shown.
All dimensions are in millimetres unless otherwise shown.

NOTES:

A. 3.0m minimum for signalized intersections, 2.5m minimum for non signalized intersections.

1. Refer to T-310.030-9 for information about the location of dropped curbs.
NOTES:

1. SIDEWALK STAMP SHALL BE MADE OF FORGED MANUFACTURED STEEL (DYE CASTING).
2. SIDEWALK STAMP LOCATION ACCORDING TO T-310.010-6.

All dimensions are in millimetres unless otherwise shown.
SPEED HUMPS

SPEED HUMP (4m x 70mm)

SPEED HUMP (4m x 75mm)

SPEED HUMP (4m x 100mm)
NOTES:

1. WHENEVER POSSIBLE SIGNS MAY BE PLACED BACK TO BACK ON NARROW TWO WAY STREETS.

2. SPEED HUMPS SHOULD BE AT LEAST 15 m FROM AN UNCONTROLLED INTERSECTION AND AT LEAST 60 m FROM A CONTROLLED INTERSECTION.

3. BUMP SIGN, WA - 22.

4. NO MORE THAN FOUR ARROWS SHALL BE INSTALLED ON A TYPICAL TWO-WAY STREET UP TO 8.5 m WIDE. MAINTAIN CENTRELINE SPACING, AND EQUALIZE THE DISTANCE BETWEEN THE REMAINING ARROWS.

All dimensions are in millimetres unless otherwise shown.
NOTES:

1. THE FIRST STEP FROM THE CURB SHOULD NOT LAND ON A ZEBRA BAR DUE TO SLIPPAGE.

2. ZEBRA CROSSWALK MARKINGS ARE TO BE INSTALLED AT ALL SIGNALIZED INTERSECTIONS IN CONJUNCTION WITH ALL ROAD RECONSTRUCTION AND RE-SURFACING PROJECTS.

3. ZEBRA BARS ARE TO BE INSTALLED PARALLEL TO THE TRAFFIC FLOW (IE. ANGLED FOR THE PEDESTRIAN) AT SKEW ANGLE CROSSWALKS.

4. SOLID WHITE LINES SHOULD NOT OVERLAP MORE THAN ONE METRE.

PAVEMENT MARKING LEGEND

A  10 cm SOLID WHITE LINE
B  50 cm SOLID WHITE LINE
C  60 cm SOLID WHITE LINE
D  10 cm SOLID YELLOW LINE

All dimensions are in millimetres unless otherwise shown.
PLAN LAYOUT

PAVEMENT MARKING LEGEND

1. 10 cm SOLID WHITE LINE
2. PEDESTRIAN CROSSOVER "X"
3. 60 cm SOLID WHITE LINE
4. 10 cm WHITE LINE AT 3m x 6m CYCLE
5. 10 cm SOLID YELLOW LINE
6. 15 cm SOLID WHITE LINE

LEGEND

· PEDESTRIAN CROSSOVER SIGN
· SINGLE SIDED AMBER FLASHING BEACON

All dimensions are in millimetres unless otherwise shown.
SPEED BUMP (TYPICAL)
COMPRESSION MOLDED RECYCLED RUBBER

City of Toronto
Works and Emergency Services
Transportation Services
Drawing No. SB02

Revised: April/2003
Albert Ulisse
NOTE:
DUE TO THE UNAVAILABILITY OF 'HIGHWAY FONT' STYLES, THESE DIMENSIONS ARE ONLY APPROXIMATE, AND MAY BE ALTERED.

PLAN VIEW OF TYPICAL LANE

SPEED CONTROL ZONE
BUMPS AHEAD
TRUCKS 10km/h
CARS 15km/h

SPEED BUMP

FIGURE 2
SPEED BUMPS IN PUBLIC LANES
TYPICAL SIGNING CONFIGURATION

E.M.S.  CITY OF TORONTO
DWG. NO. 421F-4276    FEB., 1995
DEPARTMENT OF PUBLIC WORKS AND THE ENVIRONMENT
FIGURE 1
SPEED BUMPS IN PUBLIC LANES
TYPICAL BUMP DESIGN

NOTE: ALL DIMENSIONS ARE TYPICAL

PLAN VIEW OF TYPICAL LANE
NOTES:

1. ARROW TO BE SOLID WHITE PAINT (2 COATS) OR WHITE DURABLE MARKING.

2. ARROW TO BE INSTALLED IN CENTRE OF LANE CLOSEST TO CENTRELINE OF ROAD, ON THE SAME SIDE AS CATCH BASIN.

3. AT DOUBLE CATCH BASINS, ONE ARROW TO BE INSTALLED.

All dimensions are in millimetres unless otherwise shown.
# Contractor Performance Evaluation

**Contractor:**

**Project Name:**

**Contract No.:**

**Contract Value:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Ranking</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Safety &amp; Compliance - Laws &amp; Standards</td>
<td>sub-score 3.00</td>
<td>25%</td>
</tr>
<tr>
<td>1. Did the contractor comply with OHSA requirements?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws &amp; policies?</td>
<td>✔</td>
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<tr>
<td>3. Did the contractor take adequate precautions with any hazardous materials and designated substances?</td>
<td>✔</td>
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<tr>
<td>B. Quality - Compliance with Contract Standards &amp; Specifications</td>
<td>sub-score 3.00</td>
<td>25%</td>
</tr>
<tr>
<td>1. Did the contractor comply with standards and specifications in the contract?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>2. Was the quality and workmanship in compliance with the contract documents?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>3. Did the contractor promptly &amp; effectively correct defective work as the project progressed?</td>
<td>✔</td>
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</tr>
<tr>
<td>C. Organization - Work Plan and Management</td>
<td>sub-score 3.00</td>
<td>12.5%</td>
</tr>
<tr>
<td>1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?</td>
<td>✔</td>
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<tr>
<td>2. Did the contractor commence the work on time?</td>
<td>✔</td>
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<tr>
<td>3. Did the contractor submit schedule updates in accordance with the contract?</td>
<td>✔</td>
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<tr>
<td>4. Did the contractor adequately staff and resource the project in compliance with the contract?</td>
<td>✔</td>
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<tr>
<td>5. Did the contractor provide adequate &amp; competent site supervision?</td>
<td>✔</td>
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<tr>
<td>6. Did the contractor effectively coordinate and manage the work of its subcontractors?</td>
<td>✔</td>
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<tr>
<td>7. Did a person with decision-making authority represent the contractor at pay/progress meetings?</td>
<td>✔</td>
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<tr>
<td>8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?</td>
<td>✔</td>
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<tr>
<td>9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?</td>
<td>✔</td>
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</tr>
<tr>
<td>D. Execution - Work Performance</td>
<td>sub-score 3.00</td>
<td>25%</td>
</tr>
<tr>
<td>1. Did the contractor complete the project on time?</td>
<td>✔</td>
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<tr>
<td>2. Did the contractor follow the approved schedule and meet milestones?</td>
<td>✔</td>
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<tr>
<td>3. Did the contractor provide effective quality control?</td>
<td>✔</td>
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<tr>
<td>4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?</td>
<td>✔</td>
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<tr>
<td>5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?</td>
<td>✔</td>
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<tr>
<td>6. Did the contractor seek authorization to perform extra or additional work?</td>
<td>✔</td>
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<tr>
<td>7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?</td>
<td>✔</td>
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<tr>
<td>8. Was the quality and submission timelines of the following items acceptable?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>8.1 Look ahead schedules or work plans</td>
<td>✔</td>
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<tr>
<td>8.2 Accurate and complete record documents (as-builts)</td>
<td>✔</td>
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<tr>
<td>8.3 Complete operations and maintenance manuals and closeout documents</td>
<td>✔</td>
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<tr>
<td>D.4 Secure and/or closed applicable municipal permits</td>
<td>✔</td>
<td></td>
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<tr>
<td>8.5 Startup testing and commissioning reports</td>
<td>✔</td>
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<tr>
<td>8.6 Training plan and manuals</td>
<td>✔</td>
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<tr>
<td>E. Administration - Contractor Performance and Diligence</td>
<td>sub-score 3.00</td>
<td>12.5%</td>
</tr>
<tr>
<td>1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team &amp; stakeholders?</td>
<td>✔</td>
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<tr>
<td>2. Did the contractor participate in resolving project problems and display initiative to implement solutions?</td>
<td>✔</td>
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<tr>
<td>3. Did the contractor demonstrate accountability for problems for which they where responsible?</td>
<td>✔</td>
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<tr>
<td>4. Did the contractor submit accurate, complete invoices in a timely manner?</td>
<td>✔</td>
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<tr>
<td>5. Did the contractor provide competitive change order pricing?</td>
<td>✔</td>
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<tr>
<td>6. Did the contractor accept responsibility for the full scope and extent of the contract?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>7. Did the contractor coordinate to minimize disruption to the public and City operations?</td>
<td>✔</td>
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<table>
<thead>
<tr>
<th>Name (Print or Type)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager:</td>
<td></td>
<td></td>
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<tr>
<td>Manager:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director:</td>
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</tbody>
</table>

**NOTE:** If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)