

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

### **Table of Contents**

	<b>Page No.</b>
<b>SECTION 1 – DELIVERABLES</b> .....	<b>3</b>
<b>1. PROJECT TITLE</b> .....	<b>3</b>
<b>2. PROJECT LOCATION</b> .....	<b>3</b>
<b>3. COMMENCEMENT AND COMPLETION DATES</b> .....	<b>4</b>
<b>4. CONTRACT EXTENSION</b> .....	<b>4</b>
<b>5. GENERAL SCOPE OF WORK</b> .....	<b>4</b>
<b>6. AWARD OF CONTRACT</b> .....	<b>5</b>
<b>7. STANDARD SPECIFICATIONS AND STANDARD DRAWINGS</b> .....	<b>5</b>
<b>8. PERMITS AND APPROVALS</b> .....	<b>5</b>
<b>9. TREE PROTECTION</b> .....	<b>6</b>
<b>10. CONSTRUCTION SIGNS</b> .....	<b>6</b>
<b>11. HOURS OF WORK</b> .....	<b>6</b>
<b>12. USE OF RECYCLED MATERIAL IN AGGREGATES</b> .....	<b>6</b>
<b>13. EXISTING UTILITIES</b> .....	<b>7</b>
<b>14. C.V.O.R REGISTRATION</b> .....	<b>8</b>
<b>15. SCHOOL AREAS</b> .....	<b>8</b>
<b>16. ACCESS TO SITE</b> .....	<b>8</b>
<b>17. DUST AND MUD CONTROL</b> .....	<b>9</b>
<b>18. NOISE AND VIBRATION CONTROL</b> .....	<b>9</b>
<b>19. CHANGE IN QUANTITIES OR WORK</b> .....	<b>10</b>
<b>20. SAFE CRANES AND MANLIFTS</b> .....	<b>18</b>
<b>21. STOCKPILING OF EXCAVATED MATERIAL</b> .....	<b>18</b>
<b>22. RESTORATION OF CUTS IN ALL DISTRICTS</b> .....	<b>18</b>
<b>23. RESTORATION DEFAULT</b> .....	<b>18</b>
<b>24. OPERATION OF VALVES AND HYDRANTS</b> .....	<b>20</b>
<b>25. TRAFFIC REQUIREMENTS</b> .....	<b>20</b>
<b>26. ROAD DISRUPTION ACTIVITY REPORTING SYSTEM (RoDARS)</b> .....	<b>20</b>
<b>27. LAYOUT</b> .....	<b>20</b>
<b>28. PROVISIONAL ITEM</b> .....	<b>21</b>
<b>29. BONDING COST ON CHANGE ORDERS</b> .....	<b>21</b>
<b>30. PAYMENT CERTIFICATION</b> .....	<b>21</b>
<b>31. COMMUNICATION</b> .....	<b>21</b>

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

<b>32. MANAGEMENT RESOURCES.....</b>	<b>22</b>
<b>33. MEETINGS .....</b>	<b>22</b>
<b>34. CONSTRUCTION SCHEDULE .....</b>	<b>22</b>
<b>35. NOTIFICATION TO AFFECTED PARTIES.....</b>	<b>22</b>
<b>36. CONTRACT MANAGEMENT SYSTEM (CMS).....</b>	<b>22</b>
<b>37. MINIMUM SITE PAYMENT .....</b>	<b>23</b>
<b>38. ASPHALT WORK.....</b>	<b>24</b>
<b>39. CONCRETE ROAD BASE.....</b>	<b>25</b>
<b>40. CONCRETE SIDEWALKS, CROSSWALKS, LANEWAYS, AND BUS BAYS .....</b>	<b>25</b>
<b>41. CURBS .....</b>	<b>26</b>
<b>42. PROTECTION OF CONCRETE .....</b>	<b>27</b>
<b>43. IDENTIFICATION STAMP .....</b>	<b>27</b>
<b>44. TOPSOIL AND SOD (UNSTAKED) .....</b>	<b>27</b>
<b>45. CHAMBER ADJUSTMENTS .....</b>	<b>28</b>
<b>46. UNIT PAVERS.....</b>	<b>29</b>
<b>47. RESTORATION .....</b>	<b>29</b>
<b>48. SAW CUTTING.....</b>	<b>30</b>
<b>49. COMPACTION.....</b>	<b>30</b>
<b>50. COLD WEATHER PRECAUTIONS .....</b>	<b>30</b>
<b>51. STEEL PLATES .....</b>	<b>31</b>
<b>52. WORKING AFTER HOURS.....</b>	<b>31</b>
<b>53. LINE PAINTING.....</b>	<b>31</b>
<b>54. VEHICLE RELOCATION .....</b>	<b>32</b>
<b>55. MATERIAL RECORDS .....</b>	<b>32</b>
<b>56. MATERIAL MIX DESIGNS .....</b>	<b>32</b>
<b>57. PRIVATE WORK .....</b>	<b>33</b>
<b>58. INSPECTION AND TESTS .....</b>	<b>33</b>
<b>59. METHOD OF MEASUREMENT AND PAYMENT .....</b>	<b>33</b>
<b>SECTION 2 – INFORMATION FOR SUPPLIERS.....</b>	<b>35</b>
<b>1. DEFINITIONS .....</b>	<b>35</b>

## PART 3 – DRAWINGS AND SPECIFICATIONS

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

### SECTION 1 – DELIVERABLES

#### 1. PROJECT TITLE

The purpose of this RFT is for construction services for permanent surface reinstatement to Toronto Water Repairs within the City of Toronto at the following locations:

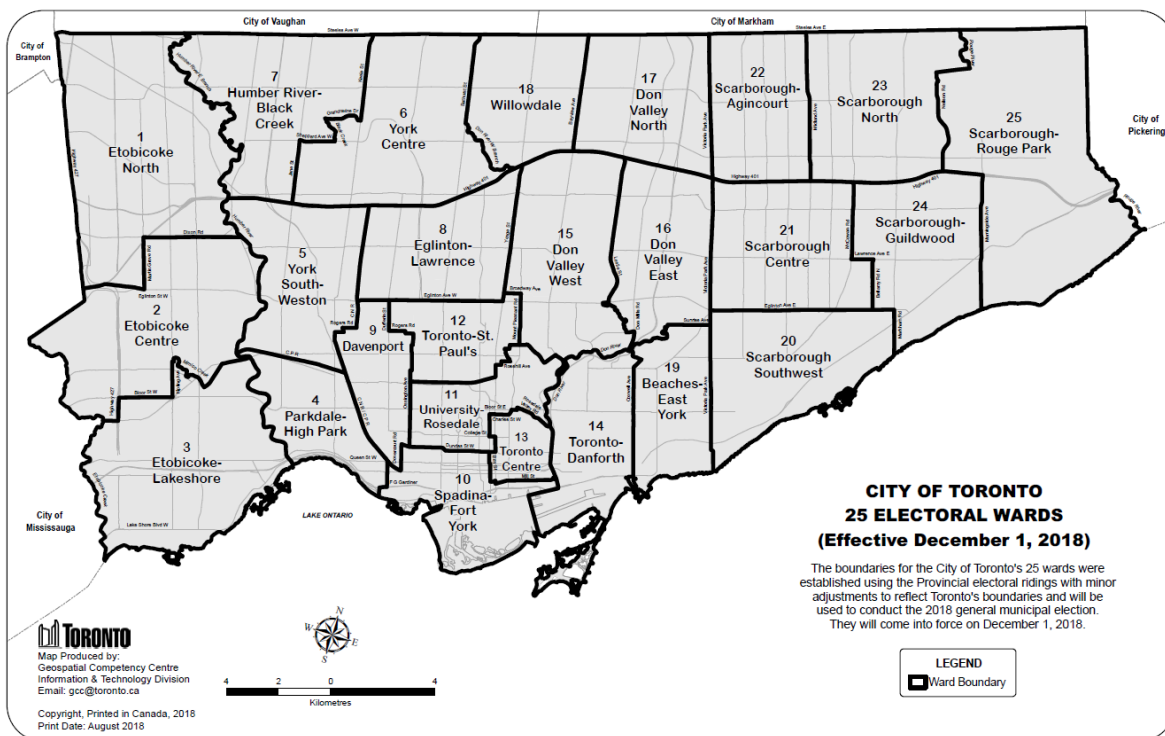
- Service Area 1 – Wards: 11, 13 and 14
- Service Area 2 – Wards: 1, 2, 3, 4, 5 and 7
- Service Area 3 – Wards: 19, 20, 21, 22, 23, 24 and 25

#### 2. PROJECT LOCATION

The Work is not limited exclusively to the above-mentioned wards / work areas, at the discretion of the Contract Administrator it may be deemed necessary to schedule work in other wards / work areas of City of Toronto.

##### List of Locations

The Supplier will receive an initial location list of Work to be completed under this contract during the pre-construction meeting. The Contract Administrator will provide additional locations to be completed throughout the duration of the Contract. The Contract Administrator reserves the right to change the order, alter, add to, or delete Works on the lists as it may become necessary throughout the term of the contract.



Some locations under this contract might require coordination with internal and external agencies such as Transportation, Engineering & Construction Services, Toronto Hydro, Enbridge Gas, etc.

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

### **3. COMMENCEMENT AND COMPLETION DATES**

The start date of this Contract is within four (4) days of an order, by the Contract Administrator, to commence construction, after the award of the Contract. The term of the contract is from Date of Award to June 30, 2027. Award is conditional on all approvals being in place. Continuous and progressive operation shall be carried out until the work is completed.

Completion dates of the Contract may be extended subject to the required approvals being obtained. The anticipated award date is to be announced.

The completion date for all work under this Contract, including all site restorations, clean up and the rectification of any and all deficiencies is **June 30, 2027**.

### **4. CONTRACT EXTENSION**

The City may, at its sole and unfettered discretion, extend the term of this Contract for a further period of one (1) year upon notice to the Supplier prior to the then expiration date of the term of this Contract.

The Supplier will be required to provide additional Performance Bond and Labour and Material Payment Bond at the time of extension for the entire Contract amount.

Without limiting or fettering the discretion of the City, the City may consider, in the exercise of an option to extend the term, the performance of the Supplier, budgetary and cost upset limit constraints, and available work relevant to the skills, ability and experience of the Supplier. The discretion of the City herein may be exercised by Contract Administrator.

All terms and conditions of the Contract shall remain in effect and continue during the extended term, subject to an increase of the total value of the initial term.

### **5. GENERAL SCOPE OF WORK**

Under the terms of this Contract, the Supplier agrees to supply all labour, equipment, haulage/disposal, and materials in accordance with Specifications, Special Specifications, and Standard Drawings to permanently reinstate the surface of Toronto Water repairs and associated work as required at the unit rates within the Pricing Form.

Where the Contract Administrator has deemed the repair to be of a priority in nature the Supplier must mobilize for the repair within 7 days unless otherwise directed by the Contract Administrator.

All Work to include use of Contract Management System (CMS), record keeping and reporting, traffic control, saw-cutting of concrete and asphalt, excavation, disposal of excess materials off-site, and reinstating the existing assets and infrastructures such as, but not limited to, parking meters, water boxes, traffic posts, signs, and bicycle rings, etc. The Work may also include development related work such as driveways and access ramps.

The Supplier shall complete all required work on a Work Assignment within 15 Business days upon starting at the location. The Work Assignment will consist of concrete and/or asphalt work types. The Supplier shall also complete each work type within 5 Business days upon starting.

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Supplier shall remove the existing temporary surface treatments at the Work location and shall construct the permanent repairs to match existing profile (e.g., road thickness of asphalt, concrete, etc.) in accordance with TS 4.60.

All catch basins shall be covered with filter cloth prior to any Work and removed at the completion.

The Supplier is responsible for all site investigations (locating utilities, access, protection for the public, impacted properties, etc.), coordination, meeting traffic requirements, and notifications to the affected properties.

The Supplier shall submit digital photos (with the date and time stamp) of each Work location at various stages of construction to the City by a method and frequency deemed appropriate by the Contract Administrator.

The Supplier shall provide continuous crews to complete the volume of work throughout the duration of the contract. If additional crews and machinery are required to maintain the necessary volume of work, the Supplier shall be compensated at the same unit rates within the Pricing Form.

#### **6. AWARD OF CONTRACT**

Award of contract is contingent upon required approvals being obtained and does not constitute the exclusive right of the Supplier performing permanent surface reinstatement repairs within the geographical area. The City reserves the right to assign and award Work to other Suppliers for similar tasks when deemed appropriate.

#### **7. STANDARD SPECIFICATIONS AND STANDARD DRAWINGS**

The following lists comprise the City of Toronto Construction Standard and can be found in the following link:

**LINK:** <https://www.toronto.ca/services-payments/building-construction/infrastructure-city-construction/construction-standards-permits/standards-for-designing-and-constructing-city-infrastructure/>

- List T1 - Standard Specifications for Roads
- List T2 - Standard Drawings for Roads
- 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. PERMITS AND APPROVALS**

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Supplier shall determine and obtain all necessary permits and approvals where required to carry out the Works under this Contract excluding TRCA and MTO permits.

#### **9. TREE PROTECTION**

The Supplier shall protect trees in and around the Working Area according to the Tree Protection and Specifications for Construction Near Trees.

#### **10. CONSTRUCTION SIGNS**

The Supplier shall supply Construction Project Sign as directed by the Contract Administrator. It shall be posted in a prominent area on all work sites under this RFT Call.

In addition to the "Emergency Call/Project signs" the Contract Administrator may also require the Supplier to supply "Capital Construction/Improvement signs" made according to standard drawing number T-216.02-24. Information for the "Capital Construction/Improvement signs" shall be provided by the Contract Administrator. The signs shall be mounted at prominent locations in proximity of or within the project boundary.

The cost of providing, removing, and disposing the "Capital Construction/Improvement signs" shall be as per Supplier's invoice, if requested.

#### **11. HOURS OF WORK**

The hours of work to be adhered to by the Supplier shall be limited to 7 am to 7 pm, Monday to Friday. Hours of operation on arterial roads will be as directed by Traffic Operations section (e.g., Work Zone Coordinators). No work will be permitted on statutory holidays such as Easter Monday and Remembrance Day when its falls on a weekday.

The Supplier must obtain approval from the Contract Administrator to continue operations outside of 7 am to 7 pm, Monday to Friday.

The scheduling of work during peak periods shall depend on traffic restrictions as approved by Traffic Operations section. The Supplier shall note that the work on arterial, collector and some local roads may have to be scheduled during off peak periods.

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

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

All construction work shall be avoided during religious holidays, unless otherwise approved by the Contract Administrator.

#### **12. USE OF RECYCLED MATERIAL IN AGGREGATES**

The City of Toronto has adopted OPSS 1010 (April 2004) "Material Specification for Aggregates – Base, Subbase, Select Subgrade, and Backfill Material" with amendments

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

issued in Toronto Specification TS 1010. The City of Toronto will accept aggregates, including aggregates containing recycled material, for use in base, subbase, selected subgrade, granular surface, shouldering and backfill conforming to TS 1010.

The Supplier shall be responsible for all Quality Control sampling and testing of the aggregates in accordance with the requirements outlined in TS 1010. As noted in TS 1010, the Quality Control testing records shall be made available to the Contract Administrator at least five (5) working days before the delivery of the aggregates.

Further to the Quality Assurance requirements stated in TS 1010, the City's geotechnical consultant will carry out quality assurance tests on recycling materials stockpiled at the storage facility/quarry as well as performing random quality assurance tests on the recycled material/aggregates delivered to the site as required by the City's Contract Administrator.

As stated in TS 1010.08.04, if the Quality Assurance test results show the aggregates do not meet the applicable requirements of TS 1010, the Supplier shall cease using the non-complying aggregates immediately. The Supplier shall remove the unacceptable aggregates stockpiled on site and, at the discretion of the Contract Administrator, remove the unacceptable aggregates that have already been placed and compacted offsite, at the Supplier's expense.

The City's Contract Administrator reserves the right to discontinue the use of aggregates with recycled material in the contract on the basis of unsatisfactory Quality Assurance test results that do not meet the requirements of TS 1010 and select to use crushed limestone instead at the unit price submitted by the Supplier in the Pricing Form.

#### **13. EXISTING UTILITIES**

There are various utilities within the contract limits. It shall be the Supplier's responsibility to contact the local utility authorities to determine the exact locations of these utilities.

No responsibility will be assumed by the City for the correctness or completeness of any drawings with respect to existing utilities, pipes, or other objects, either underground or on the surface and the City shall not be liable for the incorrectness or inadequacy thereof. It shall be the responsibility of the Supplier to determine the location of such utilities, pipes, or other objects. All costs of working around and supporting utilities and services (i.e., including all excavation methods deemed appropriate such as vacuum excavation, hand digging etc. as per local utility requirements) must be included in the Pricing Form for the applicable contract item; no separate payment will be made.

All existing water main and water service connections shall be located and toned by the Supplier as the City of will not be providing this service.

##### **a) Enbridge Gas Company Mains and Services**

Suppliers (and inspectors) are advised that under no circumstances shall unshrinkable fill be placed directly in contact with Enbridge gas mains. A minimum of 300mm of compacted granular material shall be placed around any gas mains or services before unshrinkable fill is placed.

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

### **b) Utility Support Specifications**

The Supplier must be familiar with the most up to date support specifications for the support of the various utilities in the vicinity of excavations. Field personnel will be enforcing these support specifications.

### **14. C.V.O.R REGISTRATION**

The Supplier and the Subcontractor(s) shall hold and maintain valid Commercial Vehicle Operator Registration (CVOR) certificate and always maintain its rating equivalent to or better than “Satisfactory” during the term of the contract.

The loss by the Supplier and/ or the Subcontractor(s) of its CVOR certification renders the Supplier unable to perform the Work under this Contract and shall constitute default under the contract.

The City may terminate the Contract and find a replacement Supplier. The City may charge the Supplier for all costs incurred by the City due to the Supplier and/or the Supplier's Subcontractor(s) failure to maintain and/or obtain a valid CVOR certification.

### **15. SCHOOL AREAS**

For work undertaken within the immediate vicinity of schools, the Supplier shall provide attendants to continuously monitor the movement of mobile construction equipment to ensure the safety of children passing within the immediate vicinity of the work.

The Supplier shall also provide security fencing to the off side (i.e., the side where construction access is not required to progress the work) of any open excavation to prevent direct access by children to the work area.

Additionally, the Supplier will be required to inform the school authority of the nature of work, its duration, potential impacts, and provide a contact phone number prior to the start of the work. The hours of work in the school zone will be from 9:00 am to 3:00 pm or as directed by the Contract Administrator.

### **16. ACCESS TO SITE**

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

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

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



### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

Materials shall be stored in areas so designated. Equipment shall not be stored within 4 m of the travelled portion of any roadway or pathway.

Notwithstanding the foregoing, the Supplier shall, at their own expense, remove any equipment or material that constitutes a hazard to traffic or pedestrians in the Contract Administrator's opinion.

The Supplier 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 interruption to public traffic. Access routes shall be established to allow vehicles to merge with public traffic to avoid crossing traffic lanes.

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

#### **17. DUST AND MUD CONTROL**

Close control must be employed to prevent the formation and blowing of dust. If conditions result in mud being tracked onto existing pavement or adjacent streets, the Supplier will be required to clean all affected pavements daily as directed by and to the satisfaction of the Contract Administrator. The cost of all such cleaning measures shall be borne by the Supplier.

If the Supplier fails to maintain the roads in a satisfactory condition and after 24 hours' notice of this infraction, written or otherwise, the Contract Administrator, may arrange for the dusty and mud-tracked conditions to be corrected immediately by others, without further notice. All costs incurred in making such corrections shall be charged to the Supplier.

#### **18. NOISE AND VIBRATION CONTROL**

Noise and vibration shall be minimized in the works area as follows:

1. The Supplier shall abide by all applicable noise control by-laws and regulations. Weekend work will require exemptions requests from the by-law.
2. The Supplier shall endeavour to schedule all excessively noisy and vibratory construction operations to times when least disruptive to the particular location
3. All engines and pneumatic devices shall be fitted with effective muffling devices and be kept in good order.
4. Idling of equipment shall be kept to a minimum.
5. The Supplier shall limit any queues of trucks to a maximum of three (3) trucks.
6. Audible warning devices and horns shall be limited to matters of safety and should not be used as a means of communication.
7. Tailgate slamming of dump trucks shall be prohibited on this project. The Supplier shall inform all drivers of this requirement.

The Supplier shall report any complaints regarding construction noise to the Contract Administrator immediately upon receiving the complaint. The City reserves the right to order

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

the Supplier to terminate the use of equipment and/or personnel who do not observe the above-noted noise and vibration protocol.

#### **19. CHANGE IN QUANTITIES OR WORK**

- (1) In this section and sections 19.1 to 19.3, inclusive, the following terms shall have the meanings herein specified:
- (a) “Additional Work” means those construction services which are not contemplated or provided for in the scope of Work set out in the Contract Documents and which are expressly authorized by the General Manager in writing and in advance in accordance with the Agreement.
  - (b) “Change Directive” means a written order or instruction signed by the City, or by the Contract Administrator where so authorized, directing that a Change in Work be performed.
  - (c) “Change in Work” means the deletion, extension, increase, decrease, alteration or modification of quantities, methods, lines, grades, dimensions, drawings, schedule, manner of supply or character of the work to be done or goods to be supplied or a part thereof, including changes in geotechnical, subsurface, surface or other conditions or the estimates contained in the Pricing Form, within the scope of the Agreement or Additional Work.
  - (d) “Change Order” means a written amendment to the Agreement prepared by the Contract Administrator and signed by the City and the Supplier stating their agreement upon:
    - i. a Change in Work;
    - ii. the method of adjustment or the amount of the adjustment, if any, in the Contract Price or any other price or cost in the Agreement or the compensation or credit applicable to the Change in Work, if any; and
    - iii. the extent of any adjustment in the Contract Time, if any, and for the sake of greater certainty, there shall be no presumption that a Change in Work shall necessitate any extension of such time;
  - (e) “Change Order Request” or “COR” means a written request by either party for a Change Order.
  - (f) “Contract Time” means the time stipulated in the Contract Documents for completion of the Work and includes any extension of Contract Time authorized in accordance with the Contract Documents.
  - (g) “Unit Price” is the all-inclusive price for a Unit Priced Item and, in the context of the Agreement, means the all-inclusive price for a Unit Priced Item, as accepted by the City.
  - (h) “Unit Priced Item” means an item constituting a part of the Work set out on the Pricing Form, for which payment will be made at a single price (the Unit Price)

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

and, in the context of the Agreement, also includes any other item set out in the Agreement for which payment will be paid on a single price basis.

- (2) No compensation whatsoever shall be payable to the Supplier for any Change in Work unless and until the City has expressly authorized same and provided its prior written approval by issuance of a Change Directive or Change Order, as applicable. The General Manager or the Contract Administrator, where so authorized, may, by Change Order or Change Directive, make a Change in Work without invalidating the Agreement. Upon the receipt of a Change Order or Change Directive, the Supplier shall proceed with the Change in Work.
- (3) All quantities set out in the Pricing Form are estimates only and may vary. These quantities are not guaranteed or warranted to be accurate and are furnished without any liability on behalf of the City or its personnel. The City reserves the right to modify or delete any of the work, or add additional work at any time, without adjustment to the unit price bid in the Contract. The City shall have no responsibility or liability for the accuracy of the estimates of work or quantities contained in the Tender or any variation, including material increases or decreases or deletion, in the actual work performed from these estimates and the Supplier releases, waives and disclaims any rights and claims whatsoever against the City and its personnel whether direct or indirect or in contract, tort, equity or otherwise in respect or related to any such variation of the work or these quantities or the deletion of an item or any negligent misrepresentation, misstatement, error or omission concerning such estimates or the quantity of work.
- (4) Requests for additional costs or compensation as a result of variations in tender quantities or the deletion of a tender item shall not be considered.
- (5) The Contract Price will be initially based on the estimated quantities of the items and their respective Unit Prices stipulated in the Pricing Form and shall be adjusted to reflect the actual quantities of such items authorized by the City during the Contract. The Contract Price shall be increased, where actual quantities authorized by the City are greater than estimated quantities, or decreased, where actual quantities authorized by the City are less than estimated quantities or deleted entirely. The Unit Price for an item shall be unaffected. In such event, the Supplier shall proceed to do the work and complete the Tender items at the Unit Price stated in Tender without any additional compensation and payment will be made according to the actual quantity performed or supplied by the Supplier and the Unit Price for such item.
- (6) If the Change in Work does not solely relate to quantities, or where a Change in Services does not relate to or is not deemed included in a Unit Priced Item, payment for that portion of the Change that does not relate to quantities or payment for a Change in Work that does not relate to or is not deemed included in a Unit Priced Item, if any, shall be made in accordance with such reasonable lump sum price or unit price as may be negotiated between the Supplier and the City prior to commencement of the Change in Work to which it relates, save and except in the case of a Change Directive which shall be as provided in section 19.2. The Contract Administrator shall issue a Change Order accordingly for such Change in Work which shall state the agreed lump sum price or unit price, if any, as applicable. Upon the express written approval of the City, the Supplier may proceed with the Change in Work so

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

authorized. Where applicable, the Contract Price shall be adjusted accordingly to reflect any increase or decrease in same as a result of such Change.

- (7) A Change in Work shall not be deemed to cause an increase in the Contract Price unless the City has expressly authorized such an increase and provided its prior written approval to same. Nothing in sections 19.0 to 19.3, inclusive, shall permit or authorize the issuance of a Change Directive or Change Order, the effect of which would result in an increase of the Contract Price without first obtaining any necessary authorizations required to increase the Contract Price.
- (8) Unless the Agreement expressly provides otherwise, there shall be no presumption that the obligations undertaken by either party in connection with the Agreement are in any way changed until an amendment to the Agreement has been effected in accordance with the Change in Work procedures set out in sections 19.0 to 19.3, inclusive or by way of duly authorized, written and executed amendment to the Agreement. Under no condition shall there be any recognized changes to the Agreement (whether deductions, deletions, extras or credits), except as a result of a Change Order or Change Directive, unless otherwise expressly provided in the Agreement.
- (9) Nothing in this section shall preclude the City from having changes or additional services or work done by City workers or by third parties in the event that a satisfactory agreement between the City and the Supplier cannot be reached.
- (10) The Supplier shall inform the issuer of its performance bond or analogous letter of credit or other security for the due performance of the Agreement or the payment of any supplier thereunder, of any changes to the Agreement, so that validity of coverage is at no time impaired. The City may require the Supplier to provide proof of its compliance with this requirement. If any change to the Agreement requires adjustments of the bonds, the Supplier shall initiate and pay for such adjustments.
- (11) Notwithstanding any other provision contained herein, no compensation shall be payable to the Supplier for any Change in Work whatsoever, where such change is caused by, results from or is attributable to an error or omission, negligence or Default by the Supplier.
- (12) The Supplier will supply whatever additional articles and materials, where applicable, and execute whatever Change in Work that may be required, at the Unit Prices or price adjustments, as the case may be, shown in the Pricing Form and in strict conformity in all respect with the requirements of the Agreement.
- (13) The Supplier will execute whatever Change in Work that may be required to the Work, and any payment or adjustments for such Change in Work shall be in accordance with the requirements of the Agreement.

#### **19.1 Change Order Procedure**

- (1) The City or the Supplier may, without invalidating the Agreement, at any time or times during the Term of the Agreement, submit a Change Order Request (COR) to the other Party. No COR shall be implemented or incorporated unless and until the City has issued a Change Order to the Supplier for the approved COR.

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

- (2) In the event that the City wishes a Change in Work, the City or, where authorized, the Contract Administrator shall issue a COR to the Supplier. In reply, the Supplier shall deliver a COR Response containing the information set out in subsection (4) of this section, within five (5) business days (or such greater period as shall be mutually agreed between the parties, each acting reasonably, having regard to the complexity of the relevant matter).
- (3) In the event that the Supplier submits a COR to the City, the Supplier will deliver to the City with its COR the information set out in subsection (4) of this section.
- (4) Each COR and COR Response from the Supplier shall contain the following information:
  - a) the title of the Change in Work;
  - b) the originator and the date of the request for the change;
  - c) the reason for the Change in Work;
  - d) full details of the Change in Work including any specifications;
  - e) a reasonable price for the Change in Work and other related charges or costs, if any, calculated in accordance with section 19 above;
  - f) a schedule of payments, if appropriate;
  - g) the impact, if any, of the Change in Work on other aspects of the Agreement including:
    - (i) the Project Schedule;
    - (ii) milestones, critical path and Contract Time;
    - (iii) the Contract Price, any Unit Price or other related charges or costs;
    - (iv) the tasks and deliverables;
    - (v) resources;
    - (vi) performance issues; and
    - (vii) any other contractual issues;
  - h) provision for signature by the City and the Supplier.
- (5) For each COR or COR Response submitted by the Supplier, the City shall evaluate the Supplier's COR or COR Response within the ten (10) Business Days (or such greater period as shall be mutually agreed between the Parties, each acting reasonably, having regard to the complexity of the relevant matter) of the receipt of same and, as appropriate, either:
  - (a) request further information; or

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

- (b) approve the Supplier's COR or COR Response; or
  - (c) notify the Supplier of rejection of its COR or COR Response;
- (6) Where the City accepts the terms of the Supplier's COR or COR Response, the Contract Administrator shall prepare a Change Order accordingly. The Supplier shall proceed with the work or modification in accordance with the terms of such Change Order.
- (7) If the Change Order procedure does not result in agreement in respect to a COR whether due to rejection of such a request by one party or non-acceptance by the City of a response or a lack of response to such a request, the parties shall refer the matter to the dispute resolution procedure specified in the Construction Agreement before recourse to any other resolution, save and except the issuance of a Change Directive.

#### **19.2 Change Directives**

- (1) The City or its Contract Administrator may, at any time or times during the Term of the Agreement, issue a Change Directive or Change Directives requiring a Change in Work.
- (2) Subject to subsection 19.2(3), the Change Directive process shall not be used where in the reasonable opinion of the Contract Administrator it is practical to proceed by way of the Change Order process provided for in subsection 19.1.
- (3) The City or its Contract Administrator may issue a Change Directive with respect to a Change in Work, including a modification previously described in a City-issued COR, where the Contract Administrator is of the reasonable opinion that due to some development it has become necessary or advisable to proceed without delay with the Change in Work in question.
- (4) Where a Change Directive is issued the City or its Contract Administrator, the Supplier shall proceed forthwith with the specified Change in Work, without protest or dispute.
- (5) Where in the opinion of the Contract Administrator a Change Directive materially increases or decreases the cost of services or any work or of the materials from that on which the Supplier based its Unit Prices(s), the Contract Administrator shall give fair consideration to any representations of the Supplier and City with respect thereto, and taking into consideration the respective merits of the representations of both parties, in determining the price and other terms for such Change in Work including, as applicable.

#### **19.3 Valuation and Certification of Changes related to Change Directives**

- (1) Where section 19.2 applies, the provisions of this section shall govern the rights and obligations of the parties that result from the issue of that Change Directive.
- (2) Upon receipt of a Change Directive, the Supplier shall proceed promptly to carry out the Change in Work, as specified in the Change Directive.

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

- (3) Subject to subsections 19.0(8) and 19.0(12), unless the Supplier and City otherwise agree, in determining any price adjustment upwards or downwards to reflect the Change in Work attributable to the Change Directive, the Contract Administrator shall take into account any Unit Price applicable to that Work or, where no Unit Price applies, the cost of additional expenditures or savings attributable to or resulting from the change calculated in accordance with subsections 19.3(4) and 19.3(14).
- (4) Where a Unit Price or Unit Prices is/are not applicable to the Change in Work, the cost of performing the Change in Work attributable to the Change Directive shall take into account only the following classes of expenditure to the extent that the same can be shown to be reasonable and directly related to the Change in Work:
  - (a) wages and benefits paid for labour in the direct employ of the Supplier under applicable collective bargaining agreements or by virtue of the City's Fair Wages Policy, or under a salary or wage schedule agreed upon by the City and Supplier;
  - (b) the cost of all materials or temporary services, consumed or used, in carrying out the Change in Work, and the transportation costs incurred with respect thereto;
  - (c) the rental costs of all tools, machinery, and equipment rented by the Supplier (or reimbursed by the Supplier, when provided by others), including costs relating to the transportation, assembly, installation, dismantling and maintenance thereof,
  - (d) deposits lost;
  - (e) amounts paid or payable to Subcontractors, to the extent that the Supplier was or is legally obligated to pay such amounts and is unable to mitigate such costs contractually or otherwise;
  - (f) charges for long distance telephone and fax communications, courier services, express services; and
  - (g) such other expenditures as the Supplier may request and the Contract Administrator may deem appropriate.
- (5) The City may require reasonable proof that any expenditure or cost has been incurred under this section, as a condition of its obligation to pay that amount.
- (6) The Supplier shall prepare and maintain an itemized accounting of the cost of all additional and saved costs and expenditures resulting from additions and deductions to the Work, which are attributable to compliance with the Change Directive, together with supporting data and evidence of payment.
- (7) The Supplier shall present that accounting, evidence and data, in a form and at such time as the City may reasonably request.
- (8) Where there is a dispute with respect to part of the value to be assigned to any portion of the Work attributable to the Change Directive, the undisputed value of the Work performed shall be eligible to be included in progress payments.
- (9) Where the City and the Supplier are unable to agree on the price adjustment, if any, to be made by reason of the cost of performing the Change in Work attributable to

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

the Change Directive, the adjustment shall be referred to the Contract Administrator for determination.

- (10) Where the City and the Supplier agree at any time as to the price adjustment, if any, to be made by reason of the cost of performing the Change in Work attributable to the Change Directive, that agreement shall be recorded in a Change Order signed by the Supplier and City, and that agreement, rather than the provisions of this section, shall be determinative of the price adjustment to be made.
- (11) Neither the City nor the Contract Administrator shall be liable to the Supplier or any other person on the grounds of any alleged verbal instructions or suggestions, but all official correspondence with respect to the Agreement, Work or Project shall be in writing and issued by or under the authority of the Contract Administrator or City's Project Manager.
- (12) Unless the City and Supplier otherwise agree, the Contract Administrator shall specify any adjustment to be made to the Contract Time, if any, where a Change in Work is required in accordance with this section.
- (13) At any time following the issue of a Change Directive or Change Order to cover additional cost arising as a result of a Change in Work, the City may require the Supplier to provide proof to the reasonable satisfaction of the Contract Administrator that the increased costs have in fact been (or will be) incurred by the Supplier, and where no or inadequate proof is provided the additional amount allowed to the Supplier shall be reduced to the extent that such increased costs cannot be proved, the amount of that reduction to be set in the reasonable discretion of the Contract Administrator.
- (14) When submitting a price in response to a COR or costs in respect of Change Directive, where no Unit Price applies, the Supplier shall be allowed a mark-up calculated as follows:
  - A. Where Change in Work involves extra work whether by the Supplier's own forces, those of its Subcontractors or of their suppliers, only the supplier actually carrying out the work and the immediate supervisor of that supplier shall each be allowed a combined mark-up on the net value (additions less deductions) of the Change in Work so carried out as provided in the following schedule (and only to that extent):



### PART 3 – DRAWINGS AND SPECIFICATIONS

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

Permitted Percentage Mark-up	
Overhead allowance of Performing Trade or Supplier/Subcontractor	Supervision and Profit Allowance of Supplier/Subcontractor
10%	10%

- B. The overhead allowance specified above shall be all-inclusive with respect to the following, save and except those charges expressly provided for in subsection 19.3(4), and without limiting the generality of the foregoing, that allowance shall be deemed to include:
- a. all labour unit rate or other time-compensation costs of the Supplier (or supervising Subcontractor) and the performing Subcontractor, and their respective supervision-related costs and inspection-related costs;
  - b. salaries, wages and benefits of office personnel directly employed by the Supplier or Subcontractor, as the case may be, who are engaged in a technical capacity and other personnel at shops or on the road, engaged in expediting the production or transportation of Goods, materials and equipment;
  - c. the cost of all supplies, equipment, facilities and hand tools belonging to the Supplier, including costs relating to the transportation, assembly, installation, dismantling and maintenance thereof, which are consumed or used in carrying out the change in the Work, less the salvage value of those items;
  - d. the cost of quality assurance, including inspection and testing, analysis and similar services;
  - e. any adjustment in premiums for any bond or insurance that the Supplier is required to purchase or maintain under the terms of the Agreement;
  - f. any amount actually expended by the performing supplier in respect of
    - (i) the performing supplier's head office expenses;
    - (ii) the salaries for supervisors, engineers, timekeepers, accountants, clerks, security personnel and similar personnel employed directly on the Works (wages and benefits of workers as part of actual costs);
    - (iii) as-constructed drafting;
    - (iv) use of temporary offices, site office related costs, sheds, etc., including costs of telephone, light, power and heat;
    - (v) cleanup;
    - (vi) normal insurance premiums and bond premiums related to the value of the change in the Work;
    - (vii) incidental trucking;
    - (viii) travel time;
    - (ix) licenses and permits except when these are special for a particular item of work;
    - (x) such other amounts as in the determination of the Contract Administrator are fair and reasonable in the circumstance.

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

- C. An overhead and profit allowance, as identified in subsection 19.3(14)A., shall be payable only to the Supplier or Subcontractor who carries out the work, but where the work is performed by the Supplier directly or by its own forces, this allowance shall be given to the Supplier in lieu of the supervising Supplier allowance;
- D. A supervision and profit allowance as identified in subsection 19.3(14)A., shall be payable only to the Supplier or Subcontractor who immediately employs the supplier who carries out the work, but no such allowance shall be given to the Supplier where the work is performed directly by the Supplier's own forces.

#### **20. SAFE CRANES AND MANLIFTS**

Where work requires the use of a crane, boom or similar equipment to be operated within close proximity of Hydro or Transit overhead lines, regardless of line voltage, the Supplier must provide 48 hours' advance notice to the appropriate authority. The need for insulating hoses shall be determined at the sole discretion of the authority, and any charges for protection thus installed will be paid by the Supplier.

#### **21. STOCKPILING OF EXCAVATED MATERIAL**

Stockpiling of excavated material within the City street allowance is not permitted under any circumstances, for any length of time. All excavated material shall be loaded directly into appropriate haulage trucks, and the Supplier shall dispose of this material off-site in accordance with O. Reg. 406/19 immediately upon removal. No additional payment will be made for costs incurred as a result of this requirement.

#### **22. RESTORATION OF CUTS IN ALL DISTRICTS**

Not Applicable.

#### **23. RESTORATION DEFAULT**

23.1. In the event that:

- a) The Contract Administrator determines that the restoration work is deficient or otherwise non-compliant with the Contract; or
- b) The restoration work is otherwise not completed within 5 business days after the completion of work, or at a different timeline as agreed by the Contract Administrator, at each work site,

The Owner may give the Supplier written notice ("Default Notice") of such deficiencies or non-compliant restoration work, which shall constitute a default under the Contract, to the effect that if the Supplier does not remedy the default and complete the restoration work, including rectification of any deficiencies or non-compliant restoration work within 3 business days of the delivery of such Default Notice or such longer period of time as may be granted by the Owner in its sole discretion (the "Notice Period"), then the Owner, without prejudice to any other right or remedy the Owner may have under the Contract, in law or equity, may:

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

- i) Charge the Supplier liquidated damages in accordance with the liquidated damage clause, as applicable; and
- ii) Either:
  - a) Correct such default of the Supplier through the Owner's own forces or engage another Supplier to perform the restoration work, all at the Supplier's cost, and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Supplier, or
  - b) Terminate the Supplier's right to continue the Work in whole or in part by giving written notice to the Supplier and deduct any costs incurred by the City arising from the Supplier's default, as certified by the Contract Administrator, from any payment then or thereafter due to the Supplier.

23.2. The Supplier acknowledges and agrees that, if it fails to complete the restoration work as required under the Contract, the Owner will suffer financial loss for increased operational costs, labour and administrative costs, in addition to the construction and material costs.

23.3. The Supplier also acknowledges the delays, expenses and difficulties in and impracticality of precisely ascertaining and proving actual loss suffered by the Owner if the restoration work is not completed as required under the Contract. Accordingly, instead of requiring such proof, the Supplier agrees to pay as liquidated damages for the City's increased operational, labour and administrative costs arising from such default as follows:

- a) Where the Owner corrects the Supplier's default through the Owner's own forces or engages another Supplier to do so pursuant to this section, the following amount:
  - \$400 per Work Site/Location.
- b) Where the Supplier corrects such its default, but not within the Notice Period, the following amount:
  - \$200 per Work Site/Location.
- c) It is agreed that the above amounts represent a reasonable estimate of actual damage that the Owner will incur for increased operational costs, labour and administrative costs related to the Supplier's default, in addition to the construction and material costs, and is not a penalty.
- d) It is agreed that the liquidated damages payable under this section for default in completing restoration work are in addition to and without prejudice to any other remedy, indemnity, action or other alternative that may be available to the Owner by contract, law or in equity and may be deducted by the Owner from any amounts due or payable to the Supplier.

23.4. Without limiting Subsection 23.3(d) and for further clarity, the liquidated damages set out in Section 23.3 above shall be payable by the Supplier in addition to any

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

construction and material costs incurred by the Owner for completion or rectification of the restoration work by the Owner's own forces or those of another Supplier it may engage to perform such work. Any related construction and material costs shall also be payable by the Supplier.

### **24. OPERATION OF VALVES AND HYDRANTS**

The Supplier is allowed to operate the existing valves and hydrant but only under the supervision of Certified Staff from Toronto Water. The Supplier must provide the Contract Administrator with forty-eight (48) hours notice to arrange for city forces to be present.

### **25. TRAFFIC REQUIREMENTS**

The Supplier shall adhere to the requirements of TS 1.00 – Construction Specification for Maintenance of Traffic.

Unless otherwise specified the Supplier shall include all associated costs for the maintenance of traffic in unit rates. If traffic control items do not appear in the Pricing Form then the cost of traffic control required under TS 1.00 should be factored into other pay items by the Supplier.

Prior to commencing work at any location, the Supplier must coordinate and obtaining approval from Traffic Operations section and the TTC (when required).

Prior to commencing work at any location, the Supplier shall coordinate the working hours with the Work Zone Traffic Coordinator and submit a Road Disruption Activity Reporting System Notification (RoDARS) and traffic control plans for all work carried out on all roads. A copy shall be submitted to the Contract Administrator upon request.

### **26. ROAD DISRUPTION ACTIVITY REPORTING SYSTEM (RoDARS)**

When occupying any portion of the City's public right of way that is not an expressway, the Supplier must submit their RoDARS approval request through the new Transportation's RoDARS App website at least two business days before the start of occupation.

The submission procedure is through uploading all required information such as Supplier's traffic plan, contact information, etc. A separate RoDARS approval request is required for each occupied roadway. If the daily schedule varies, separate RoDARS approval requests are required for each day. Once the RoDARS form has been submitted and approved, the information then appears on the Traffic Restrictions Map which is accessible by public thus, it is very important that accurate information is uploaded to RoDARS App.

The supplier will also be provided with a QR code as part of the approval procedure. The purpose of the QR code is to provide public, inspection staff and other enforcement agencies information related to road disruption for each location on site.

The Supplier must attach the QR code to all project signs for:

- All planned work/repairs
- All emergency work/repairs that take longer than two (2) days.

### **27. LAYOUT**

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Layout of the Works in this Contract shall be performed by the Supplier.

The Supplier shall include all costs associated with the layout of the work in the respective item of work and no separate measurement or payment will be made.

For the purposes of this Contract, it shall be the Supplier's responsibility to locate all existing sewer mains and water mains, sewer service connections, sewer leads, water service connections, hydrant leads, fittings, valves, and appurtenances of water and sewer main within the working area. The City of Toronto will not provide the Supplier with a utility locate for this purpose.

The Supplier shall obtain and have on site when excavating and / or laying out the Work, complete Utility Locate/ Stakeout sheets for the water and sewer infrastructure and affected utilities within the work area. All costs associated with locating must be included in the tender price bid for the applicable contract item, no separate payment will be made.

### **28. PROVISIONAL ITEM**

RFT items for this Contract may have been identified in the Pricing Form and Contract Documents as Provisional Items. Provisional Items may be cancelled by the Contract Administrator at any time during the Contract. The Supplier shall have no claim for delay and loss of overhead or profit should the Contract Administrator decide to delete any or all Provisional Item(s).

### **29. BONDING COST ON CHANGE ORDERS**

The Supplier and Subcontractor(s) shall not include any additional bonding costs in their quotation for any change order work that may be required or performed.

### **30. PAYMENT CERTIFICATION**

All work completed will be paid based on City's Inspector Daily Reports. The Supplier's representative must approve the daily reports to confirm quantities upon completion of work. The quantities agreed to by the Supplier will form the basis of payment.

### **31. COMMUNICATION**

The Supplier shall provide each Supervisor, Forman, or Crew Leader on each crew with a cell phone device to be always carried on their person, enabling continuous communication with the City's representatives throughout the duration of the work. Any paging service used must employ local numbers.

The Supplier shall notify the Contract Administrator and the Contract Administrator's representatives daily of their work locations prior to 6:30 am via email. The notification shall include the Contract No., street name and address, nature of the work, the full name and cell number of the Supplier's Supervisor/Foreman for each site.

The Supplier must provide a list of 24-hour emergency telephone numbers for all key personnel, Supervisors, Foremen and crew leaders.

Costs associated with the provision and maintenance of such communication systems shall be included in the unit prices within the Pricing Form.

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Supplier and Subcontractors shall have email access on site throughout the performance of the Work and at their respective head offices throughout the term of the Contract. The email system must be capable of viewing various types of image attachments including but not limited to PDF, TIFF and JPG files.

### **32. MANAGEMENT RESOURCES**

The Supplier shall dedicate a Project Manager/Project Coordinator to this Contract to ensure the delivery of the Contract's scope, maintain up-to-date work assignment statuses within the CMS, update and communicate the construction schedule, and respond to customer inquiries throughout the duration of the Contract.

The assigned Project Manager/ Project Coordinator shall serve as the single point of contact for the duration of the contract. This individual shall be given the right to sign on certain matters such as daily inspection reports, Extra Work Orders, etc., on behalf of the Supplier.

The above resources shall be included in unit rates under this contract.

### **33. MEETINGS**

The Supplier shall make themselves available for regular meetings, including pre-construction, progress, site-meetings, close-out meeting, etc., as requested by the City.

### **34. CONSTRUCTION SCHEDULE**

When requested, the Supplier shall submit the construction schedule in the form of a Gantt chart in weekly intervals. The schedule 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 Supplier shall update the schedule bi-weekly and provide the updated schedule to the Contract Administrator unless otherwise directed by the Contract Administrator.

### **35. NOTIFICATION TO AFFECTED PARTIES**

The Supplier shall distribute a construction notice to each affected property two (2) to five (5) business days prior to the start of the Work.

A log must be kept and provided to the City upon request detailing the delivery of all construction notifications.

Sod notification shall be delivered to the affected properties upon completion of sod restoration Work.

The cost of notification shall be included within the tender items, and no separate compensation shall be made.

### **36. CONTRACT MANAGEMENT SYSTEM (CMS)**

## PART 3 – DRAWINGS AND SPECIFICATIONS

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Supplier will be provided RSA token ring to access the City's web contract management system, where work assignments and work orders will be issued on a daily basis or as required. The Supplier will be required to have and maintain the following minimum computer hardware to adequately run City's Contract Management System (CMS):

- IE9 or IE11 or Firefox 43 supported Windows 7 User CAL License or Windows 10 License with downgrade rights to Windows 7
- 4-8GB DDR3+ RAM
- Office 2013 CAL License
- Intel i5 processor or better
- Magicquadrant certified hardware manufacturer
- Must support ActiveX controls, no java, no flash dependencies.
- Desktop or mobile High Speed internet access.

The CMS will be used to track, organise, assist with overall data management and provide status updates on projects locations.

The Supplier is required to log into the CMS web portal **on a daily basis** to perform the following task, but not limited to:

- Obtain Work Assignments (i.e., a Work Assignment may include a Work Order or multiple Work Orders, a Work Order is assigned to each property address).
- Input work schedule date for the Work Assignments.
- Update Work Assignment status
- Upload all required backup documentations for payments such as photos, unshrinkable fill ticket, asphalt ticket, concrete ticket, pay duty, etc.
- Accept and sign-off on all tender item quantities for each Work Assignment which has been inputted by City inspection staff for payments (i.e., all payments will be processed through CMS).

The Supplier shall participate in providing such information to the City, at a method and frequency deemed appropriate by the Contract Administrator. All cost associated with this Work shall be included within the unit rates of the Pricing Form.

Supplier shall be required to enter into the following agreements with the City of Toronto:

1. City of Toronto Remote Access Agreement (*Refer to Attachment 3-1 for a copy*)
2. Acceptable Use of Information Technology Assets Policy (toronto.ca)

The Daily Inspection Reports will be completed digitally using the City's Contract Management System (CMS) by City inspection staff. All parties shall participate in the daily use of CMS. The Supplier shall verify inspection reports and upload required documents (i.e., pictures, supplier slips, etc.) in the CMS daily. The Supplier shall expect to dedicate approximately 45 minutes of administrative work to complete each Work Assignment in the CMS.

### 37. MINIMUM SITE PAYMENT

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Supplier shall be compensated a site minimum payment of \$750.00 per completed Work Assignment, at the discretion of the Contract Administrator.

In the event, the total measurable work completed by the Supplier equates to less than the site minimum (excluding the cost of pay duty officer, after-hours premium, and/or material invoices), the Supplier will be paid the difference under the provisional allowance item within the Pricing Form.

The minimum site item will be paid one-time regardless of the number of days, site visits, and setups that are required to complete the Work. Also, this item does not apply for correcting deficiencies.

#### **38. ASPHALT WORK**

The Work under these items for the purposes of asphalt paving shall consist of saw-cutting, excavating and removing, hauling and disposing, supplying, placing, and compacting of asphalt in order to match the existing asphalt pavement profile. The items shall also include the preparation of subbase including the removal of excess soil, grading, supply, placement, and compaction granular material base (as required). Prior to the placement of the asphalt, SS1 shall be applied to all contact surfaces (e.g., catchbasins, maintenance holes, curb face, etc.) and existing asphalt (e.g., asphalt joints, edges, and appurtenances). All asphalt work shall be in accordance with TS 4.60.

The Supplier shall sweep and apply tack coat prior to the placement of the asphalt on concrete road base.

The Supplier shall notify the City to verify the compaction and grade prior to any asphalt placement.

The final surface course shall be raked and rolled to a proper grade to conform to the level of the abutting pavement. The final surface course shall be completed within the same week in which the asphalt work has commenced, ensuring that repairs are completed prior to the weekend.

Where requested, the Supplier shall place the final asphalt surface with mechanical asphalt spreaders and compaction equipment in accordance with TS 310. Performance Graded liquid asphalt cements shall be used in accordance with TS 4.60.

A rubberized joint sealant shall be applied on all finish asphalt joints shall be included within the unit rates of the Pricing Form and shall be in accordance with OPSS 1212.

Dry well-graded limestone dust (having 100% passing the 1.18 mm sieve and not greater than 25% passing 75 µm sieve) shall be applied to uncured joint sealant unless otherwise directed by the Contract Administrator. The use of caustic, ultra-fine materials such as Portland cement is prohibited for sealant dusting.

The Supplier shall be compensated under the applicable unit rates within the Pricing Form for the measured Work completed including any over breaks (e.g., concrete works in conjunction with road works) that falls within the repair limits.



### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

#### **39. CONCRETE ROAD BASE**

The concrete road base shall be in accordance with TS 1350 and be a 12-Bag Mix (40 kg/bag, 480 kg per m<sup>3</sup>) with 19 mm nominal aggregate size. When the air temperature is below 10.0°C (50.0°F), 2% calcium chloride shall be added to the mixing water. The Supplier shall be compensated with the applicable unit rate items within the Pricing Form.

The concrete shall be delivered to the work site and discharged within 90 minutes after the introduction of the mixing water to the cement and aggregates or before the drum has revolved 300 revolutions, whichever comes first. No retarders shall be added to extend this time unless approved by the Contract Administrator.

The concrete truck must be capable of discharging concrete with an 80+/-30 mm slump without any manual assistance.

The sub-base must be soaked with water five (5) minutes prior to the placement of concrete. The Supplier shall place the concrete in the excavation with the use of vibrators in accordance with CSA A23.1 and screed the surface. Ten (10) to fifteen (15) minutes after screeding the concrete, a white pigmented, M.T.O. approved, concrete curing compound shall be applied.

After the placement of concrete, it shall be protected from traffic for a minimum period of four (4) hours during which time it shall not be subject to any loading conditions (including the placement of asphalt).

When directed by the Contract Administrator, the Supplier shall supply, place, and compact (in two (2) layers) concrete with a 0 mm slump. The Supplier must place the asphalt on this repair immediately and allow traffic as soon as possible.

##### Dowelling

The Supplier shall install steel dowels on concrete road base repairs. The installation of dowels shall be both longitudinally and transverse and be installed as per the specifications detailed in TS 3.45 and T-508.010-1. Payment for this item shall be made under the appropriate unit item within the Pricing Form and based on linear meters of the perimeter.

#### **40. CONCRETE SIDEWALKS, CROSSWALKS, LANEWAYS, AND BUS BAYS**

The Work under these items consists of saw-cutting, excavating and removing, disposing, supplying, forming, placing, and finishing of concrete in order to match the existing concrete profile. The item to also include accessibility ramping, the preparation of the subbase which includes the removal of excess soil, supply, placement, and compaction of granular "A" base material (as required), and to match the existing grades. All work shall be in accordance with TS 4.60 and TS 3.70.

The concrete depth will vary and shall include up to 200mm. All exposed edges of existing concrete shall be thoroughly cleaned by the Supplier prior to the placement of concrete.

The sidewalk contraction joints shall be 1/4 of the sidewalk thickness. The sidewalk expansion joints shall be constructed with full depth 12mm bituminous fibre board. The sidewalk joint spacing shall be in accordance with T-310.010-1.

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The repairs shall be protected for a minimum of 24 hours before being subjected to traffic. The Supplier shall protect building faces, fences, newspaper boxes, signs, etc., adjacent to the concrete surface being repaired. Any splashed concrete shall be immediately cleaned.

The concrete shall be placed on the same day the repair is commenced unless otherwise approved by the Contract Administrator. In certain cases, the Supplier may be directed to use "high-early-strength" concrete.

All infrastructures shall be wrapped in 18mil plastic prior to placing of the concrete. The plastic wrapping must be removed 24 hours after finishing the concrete surface.

The Supplier shall supply and install Tactile Walking Surface Indicator plates at the pedestrian ramps in accordance with TS 3.70.

The corner radius at the intersections varies from location to location. It is the responsibility of the Supplier to conduct a site assessment to retrofit corners with appropriate rectangular and/or radial Tactile Walking Surface Indicator plates. The City will not be responsible for any restocking and/or return charges of materials.

The Supplier shall supply tactile walking surface indicators. The cost of supplying the material will be paid on the Supplier's invoice from the material supplier. The cost of the installation shall be included within the applicable unit items (i.e., concrete sidewalk, etc.) and no additional payment will be made for the installation of the tactile plates.

The appropriate unit item shall include the cost of replacing the curb when the curb has been placed monolithically with the sidewalk and shall be in accordance with T-310.010-4.

The Supplier shall be compensated one (1) concrete sidewalk bay unit item under the Pricing Form for each sidewalk bay greater than 1.0m<sup>2</sup> and less than/equal to 3.5m<sup>2</sup>.

The Supplier shall be compensated one (1) monolithic concrete curb and sidewalk bay unit item under the Pricing Form for each monolithic concrete curb and sidewalk bay up to and including 3.5m<sup>2</sup>.

When the concrete sidewalk bay or the monolithic concrete curb and sidewalk bay exceeds 3.5m<sup>2</sup>, the Supplier shall be compensated with the applicable unit item only for the measured area beyond 3.5m<sup>2</sup> (i.e., the difference of the measured bay size minus 3.5m<sup>2</sup> per bay).

Payment for travelled concrete surface, concrete sidewalk bays that are less than 1.0m<sup>2</sup>, laneways, crosswalk, and bus bays, the Supplier shall be compensated under the applicable unit item based on the measured square metres.

Included within the unit rates of the Pricing Form, where formwork is required for the placement of concrete, the Supplier shall include an over break of 300mm and the associated final restoration (including sod, asphalt, interlocking bricks, etc.).

#### **41. CURBS**

The Work under these items consists of saw-cutting to full depth, gutter adjustments, excavating and removing, disposing, supplying, placing, forming, and finishing of concrete in

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

order to match the existing concrete profile. The items to also include the preparation of the subbase which includes the removal of excess soil, supply, placement, and compaction of granular "A" base material (as required), and grading to match or bend to the existing grades.

All hand placed concrete shall be mechanically vibrated.

Two (2) steel reinforcing bars (15M) are to be placed in commercial/industrial driveways and catch basins.

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.

The Supplier shall be compensated in accordance with the applicable unit items.

Included within the unit rates of the Pricing Form for the purpose of formwork and compaction, the Supplier shall include a minimum 300mm over break and the associated final restoration (including sod, asphalt, interlocking bricks, etc.). 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.

#### **42. PROTECTION OF CONCRETE**

The Supplier shall be responsible for the protection of the freshly placed concrete. The concrete sidewalk or curb found to be vandalized or defaced shall be replaced by the Supplier at the Supplier's own expense.

#### **43. IDENTIFICATION STAMP**

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

The stamp design and requirements are subject to change, no additional compensation shall be made.

#### **44. TOPSOIL AND SOD (UNSTAKED)**

Prior to the placement of topsoil and sod, the Supplier shall re-grade the existing boulevard to improve boulevard drainage. The re-grading shall consist of excavating a depth of 150 mm below the top of the curb and the straight line projection to 150 mm below the top of the sidewalk.

The work includes removal of existing sod and earth, disposal, placement and grading of 125 mm topsoil prior to placement of Number 1 nursery sod or better. The topsoil mix shall be

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

Triple Mix as referred to TS 5.10. The Supplier shall be held responsible for any sod that is damaged or rutted by the Supplier's equipment or that of their Subcontractor(s).

The Supplier shall also ensure that the sod is properly watered until it is fully rooted and becomes self-sufficient. Sod that is dead due to the result of poor quality or installation, shall be removed and replaced at the Supplier's own expense.

The Supplier shall be required to remove and replace all sod that has been designated as unsatisfactory by the Contract Administrator.

#### **45. CHAMBER ADJUSTMENTS**

The Work under these items consists of all labour, materials, and equipment to remove and adjust existing chambers (i.e., maintenance hole, valve chambers and catch basins).

The Supplier shall remove at least one level of bricks/modulus and reset them to bring the chamber to the required grade, provided the existing cast (e.g., bricks, modulus, etc.) are in good condition.

Included in the applicable unit rate of the Pricing Form, the Supplier may be required to remove the existing structural walls to a depth of 450 mm (measured from the top of frame) at the discretion of the Contract Administrator. The item to also include saw-cutting, the supply of backfill material (including placement and compaction), parging, wrapping, cleaning, and the adjustment units as described below.

The Supplier to rebuild the chamber using the applicable cast (e.g., modulus, bricks, etc.).

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 Specifications for Utility Adjustments (TS 4.50).

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 Supplier shall supply new castings (as required), at the direction of the Contract Administrator. The cost of supplying the material will be paid based on the Supplier's invoice from the material supplier.

The Supplier shall replace all substandard catch basin frames and covers to Bicycle proof or herringbone type frame and cover.

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

<b>ONTARIO PROVINCIAL STANDARD DRAWING</b>	<b>DESCRIPTION</b>
OPSD – 400.070	Catch Basin, Cast Iron, Raised Frame and Flat Circular Grate with Bicycle proof or herringbone type frame and cover
OPSD – 400.120 (when requested)	Cast Iron, Square Frame with Birdcage Grate For Catch Basin
OPSD - 401.01	Maintenance Chamber, Cast Iron, Cover and Square Frame. Type “A” - Closed Cover
OPSD - 401.01	Maintenance Chamber, Cast Iron, Cover and Square Frame. Type “B” – Open Cover
OPSD - 402.01	Cast Iron Circular Cover, Plug and Square Frame for Valve Chamber

#### **46. UNIT PAVERS**

The Work under these items consists of the removal and disposal of the existing temporary surface treatment, installation of bedding material (including supply, compacting, and placement) as required for the installation of unit pavers. Unit paver 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. The items to also include sand or mortar bedding (as applicable), polymeric sand spreading on the finished surface, and/or mortar joints. All concrete unit pavers work shall be in accordance with TS 3.80.

Adequate dust control must be in place and approved by the Contract Administrator prior to cutting any brick type materials.

The Supplier shall supply unit pavers (as required) to match existing, at the direction of the Contract Administrator. The cost of supplying the material will be paid based on the Supplier's invoice from the material supplier.

Lost or damaged pavers by the Supplier shall be replaced by the Supplier at the Supplier's own expense.

The Supplier may be directed to replace on the unit pavers the following day to eliminate vibration, hazards or nuisance.

#### **47. RESTORATION**

Following the placement of asphalt or concrete, the Supplier shall reinstate all associated restoration (e.g., sod, asphalt, interlock, etc.) and site cleanup within five (5) days, unless otherwise directed by the Contract Administrator. The Supplier shall be responsible for the site safety during this period.

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

The Supplier shall make all reasonable effort to provide vehicle access to affected properties outside of work hours. The Supplier may be directed to provide temporary access to the property owner.

The Supplier shall ensure all excavated areas 50 mm or more in depth are paved the same day. The Supplier shall complete the placement of concrete road base on arterial and collector roads before 12:01 pm to allow the full opening of lanes the same day unless otherwise approved by the Contract Administrator.

Reflective paint shall be applied to all exposed vertical edges on the roadway that are up to 40 mm high to ensure visibility. All vertical edges greater than 40 mm shall be ramped at no additional cost to the City.

### **48. SAW CUTTING**

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

The Supplier shall determine the pavement composition at the time of saw-cutting to carry-out the repair.

When permanent restoration is performed on the 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 in accordance with TS 4.60.

The requirements for saw cutting to all pavement and hard surface types, regardless of depth, shall be considered incidental to all related items of work and shall be included in all unit rates of the Pricing Form.

### **49. COMPACTION**

The unit price shall include compaction of all granular and/or asphaltic concrete materials in accordance with TS 4.60. 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.

### **50. 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

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

completion time stipulated in the contract document shall be included in the unit rates within the Pricing Form.

#### **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, 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 appropriate unit items within in the Pricing Form.

#### **51. STEEL PLATES**

When temporary steel plates are used to maintain vehicular, bicycle and pedestrian traffic flow, the plates shall have a skid resistant surface and shall be fastened down to prevent moving. The Supplier shall ensure all steel plates are countersunk and flush with the surface to accommodate all site conditions. The recessed plates should overlap the cut by no less than 300 mm on all sides. Asphalt mix shall be used to fill the voids on the outside edges of the plates to eliminate movement. Plates shall be used only as a temporary measure during construction and shall not be used for extended periods of time. All cost associated with the above shall be included within the unit rates within the Pricing Form.

#### **52. WORKING AFTER HOURS**

The City reserves the right to require all or part/s of any Work to be conducted at night and/or weekend hours if traffic or construction conditions warrant it, in order to avoid disrupting the normal operation of, schools, businesses or industries, etc.

A premium will be paid for Work conducted outside of regular hours (after-hours work) only in cases where repairs are deemed to be emergencies by the Contract Administrator. No premium will be applied for priority or standard repair work or for work extended beyond the workday by the Supplier.

Compensation for after-hours work shall be based on the applicable unit item within the Pricing Form once per applicable Work Assignment regardless of the number of days, crews, site visits, and setups that are required to complete the Work.

#### **53. LINE PAINTING**

The Supplier 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.

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

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 Supplier or Subcontractor who will be installing all pavement markings must have the qualifications to apply the markings. Proof of certification shall be provided upon request of the Contract Administrator.

All permanent pavement markings must be re-installed immediately prior to the street is open to the Public.

The Supplier shall be compensated under the applicable unit item once for each applicable Work Assignment regardless of the quantity and type of markings.

### **54. VEHICLE RELOCATION**

The Supplier shall not undertake vehicle relocation. When required the Supplier shall coordinate with Toronto Police Services for the relocation of vehicles in conflict with the Work.

A copy of the Towing Services invoice shall be submitted as proof of service. All cost associated with the time to have vehicles relocated shall be at the Supplier's expense. No compensation shall be made for lost time.

### **55. MATERIAL RECORDS**

The material packing slips shall be submitted daily.

The Supplier shall produce a copy of the delivery ticket for inspection prior to placing the material. This ticket shall have as a minimum:

For concrete materials, the packing slip at a minimum shall include, but is not limited to, the time the truck was loaded, the number of bags of cement (m3), the maximum aggregate size, slump, air content, and calcium chloride (%).

For asphalt materials, the packing slip at a minimum shall include, but is not limited to, mix design, tonnage, batching time, etc.

### **56. MATERIAL MIX DESIGNS**

The Supplier 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 Supplier 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 mix designs as per the latest version TS1101 and TS1151:

- SP 19.0 Traffic Category B asphalt with PGAC 58-28



### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

- SP 19.0 Traffic Category D asphalt with PGAC 58-28
- SP 12.5 FC1 Traffic Category C asphalt with PGAC 58-28
- SP 12.5 Traffic Category B asphalt with PGAC 58-28
- SP 9.5 Traffic Category B asphalt with PGAC 58-28
- 12-Bag Mix Concrete
- 32 MPa Concrete @ 28 days (Cement Type – GU)
- High Early Strength Concrete 32 MPa @ 7 days (Cement Type – HE) (if required)
- High Early Strength Concrete 32 MPa @ 24 hours (Cement Type – GU) (if required)

#### **57. PRIVATE WORK**

The Supplier shall under no circumstances solicit or engage in any private work, in the work area, while under contract with the City, unless approved by the Contract Administrator.

#### **58. 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 Supplier shall supply, at their own expense, to the Contract Administrator such materials, labour and other assistance as required to procure, package and ship any test samples when required.

The Supplier shall inform the Contract Administrator the source of material at least one week prior to the use of such material, unless otherwise specified in the Contract Documents.

All costs associated with the above requirements shall be included in the applicable unit rates within the Pricing Form.

#### **59. METHOD OF MEASUREMENT AND PAYMENT**

All Work completed will be paid based on City's Inspector Daily Reports. The Supplier's representative must approve the daily reports daily to confirm quantities are upon completion of Work.

Payments shall be made in full at the completion of the Work including all associated works. Partial payment of 80% of the RFT items shall be made upon the completion of asphalt or concrete Work and submission of the material and supplier records. The remaining 20% of the RFT items shall be paid upon the completion of the associated work (e.g., restoration, site cleanup, required documentation, site pictures, etc.).

### **PART 3 – DRAWINGS AND SPECIFICATIONS**

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

At the discretion of the Contract Administrator, the Supplier shall submit documentation (e.g., site picture of dowelling, pay duty officer receipt, etc.) to validate the Work completion and/or quantities prior to payment RFT items.

Payment draws will be made on a monthly basis and subject to 10% holdback in accordance with the Construction Act.

Unless otherwise stated in the RFT documents, payment shall be made based on the constructed repair. The average depth of the repair area shall be used to determine the applicable unit items within the Pricing Form.

## PART 3 – DRAWINGS AND SPECIFICATIONS

RFT No. Doc5646005967, Contract No. 26TW-CPI-08PCU (Service Area 1), 26TW-CPI-09PCU (Service Area 2), and 26TW-CPI-10PCU (Service Area 3)

---

### SECTION 2 – INFORMATION FOR SUPPLIERS

#### 1. DEFINITIONS

In addition to the definitions set out in Part 1 - Section 3.12 the following definitions shall apply throughout Part 3 (DRAWINGS AND SPECIFICATIONS), unless inconsistent with the subject matter or context.

- .1 **"12-Bag Mix"** means a type of concrete containing 480 kilograms of cement in one cubic metre of volume which yields to properties that allow the concrete road base to gain sufficient strength in 4-hours and receive an asphalt layer on the top for quick reopening of traffic lanes. This material only to be used for the permanent restoration of utility cuts.
- .2 **"Boulevard"** means that part of a public street that is not used, or intended to be used, for vehicle travel by the general public, and that is situated between the travelled portion of the road and the adjoining Property line.
- .3 **"Expansion Joint"** means a physical separation between the concrete and appurtenances, or between parts of the sidewalk or raised median, which allows both horizontal and vertical movement.
- .4 **"Excavating"** means the breaking, digging up, tearing up, tunneling, boring, coring, cutting into or removing any portion of the surface or subsurface of the street, including pavement, sidewalk, curbs, gutter or landscaping.
- .5 **"Municipal Sewer System"** means all sewer mains within the limits of the public right of way, or easements, including maintenance hole and appurtenances. **"Sewer System"** shall have a corresponding meaning.
- .6 **"Permanent Repair"** means the process whereby a cut and/or excavation is reinstated to a condition which requires no further repair. **"Permanent Restoration"** and **"Road Restoration"** shall have a corresponding meaning.
- .7 **"Road"** means the portion of the street designed, improved and ordinarily used by vehicle traffic. The terms pavement and roadway shall have the same meaning as road.
- .8 **"Sidewalk"** means that part of a public street located within the Boulevard that is improved for the exclusive use of pedestrians.
- .9 **"Temporary Repair"** means the process whereby a cut and/or excavation is reinstated as a temporary measure pending completion of a permanent repair.
- .10 **"Work"** means all services and deliverables to be provided by a Supplier as described in this RFT Call.