

**Request for Tender – Doc5495656863, Contract No. 25-PR-183**  
**Part 3 – Drawing - Specifications**

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## **GENERAL SPECIFICATIONS**

### **GS-1. Cutting, Remedial Work and Blasting**

- 1.1. The Contractor shall perform the coring, cutting and remedial Work required to make the affected parts of the Work come together properly.
- 1.2. The Contractor shall co-ordinate the Work to ensure that the coring, cutting and remedial Work is kept to a minimum.
- 1.3. Should the Owner, the Contract Administrator, other contractors or anyone employed by them be responsible for ill-timed Work necessitating cutting or remedial Work to be performed, the cost of such cutting or remedial Work shall be valued as provided in GC 7.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 7.2 - CHANGE ORDER and GC 7.3 - CHANGE DIRECTIVE.
- 1.4. Coring, cutting, x-rays, scanning and remedial Work shall be performed by specialists familiar with the Products and Owner Supplied Material affected and shall be performed in a manner to neither damage nor endanger the Work and in accordance with the Specifications and other Agreement documents.
- 1.5. The Contractor shall not carry out any blasting operation except with the prior written consent of the Contract Administrator, provided that any consent so granted shall not, under any circumstances, relieve the Contractor of the liabilities and obligations assumed by the Contractor under the Agreement.

### **GS-2. Cleanup**

- 2.1. The Contractor shall maintain the Work and the Site in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.
- 2.2. Before applying for Substantial Performance of the Work as provided in GC 5.5 - SUBSTANTIAL PERFORMANCE OF THE WORK, the Contractor shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Site clean and suitable for use or occupancy by the Owner. The Contractor shall remove products, Construction Equipment, and Temporary Work not required for the performance of the remaining Work all to the satisfaction of the Contract Administrator and the Owner, acting reasonably.
- 2.3. Prior to the final Application for the Payment, the Contractor shall remove any remaining products, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, other contractors or their employees.
- 2.4. Contractor shall complete all maintenance and cleanup of the Work and Site within 24 hours of written notice from the Owner or Contractor Administrator of such. If such maintenance and cleanup is not completed within 24 hours of such written notice, the Owner shall be entitled to, or to engage others to, perform such maintenance and cleanup, at the Contractor's expense and set-off the costs thereof in accordance with GC 5.10 – OWNER'S SET-OFF.

- 2.5. Contractor shall repair all damage to the Site caused by the Contractor's, Subcontractor's, Supplier's or Sub-subcontractor's transportation in and out of the Site within five (5) Working Days of written notice from the Owner or Contractor Administrator to repair or before final payment, whichever is earlier. If such repair is not completed within the required time period, the Owner shall be entitled to, or to engage others to, perform such repair, at the Contractor's expense and set-off the costs thereof in accordance with GC 5.10 – OWNER'S SET-OFF.

**GS-3. Layout**

- 3.1. The Contract Administrator shall provide baseline and benchmark information for the general location, alignment, and elevation of the Work. The Owner shall be responsible only for the correctness of such information provided by the Contract Administrator.
- 3.2. Where the Agreement provides for the Contractor to lay out the Work, this section 3.2 shall apply.
  - 3.2.1. Prior to commencement of construction, the Contractor shall locate on site those property bars, baselines and benchmarks that are necessary to delineate the Site and to lay out the Work, all as shown on the Drawings.
  - 3.2.2. The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars that must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor's operations shall be replaced by an Ontario land surveyor, at the Contractor's cost.
  - 3.2.3. At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.
  - 3.2.4. The Contractor shall provide qualified Personnel to lay out and establish all lines and grades necessary for construction. Such Personnel shall include a licensed land surveyor responsible for conducting a survey to verify the locations of all key structures. The Contractor shall notify the Contract Administrator of any layout Work carried out, so that the same may be checked by the Contract Administrator.
  - 3.2.5. The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.
  - 3.2.6. The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout Work has been checked by the Contract Administrator.
  - 3.2.7. All stakes, marks and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the date of the Substantial Performance of the Work, such stakes, marks and

reference points shall be replaced, to the satisfaction of the Contract Administrator, at the Contractor's cost.

- 3.3. Where the Agreement provides for the Owner to lay out the Work, this section 3.3 shall apply.

N/A

**GS-4. Site and Drainage**

- 4.1. The Contractor's sheds, site offices, toilets, other temporary structures and storage areas for material and equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.
- 4.2. The Contractor shall keep all portions of the Work well, properly and efficiently drained, to at least the same degree as that of the existing drainage conditions, during construction and until the Work is completed. The Contractor shall be solely responsible for all Losses caused by, or resulting from, water backing up or flowing over, under, through, from, on or along any part of the Work or which any of the Work may cause to flow elsewhere and shall, at the Contractor's sole cost, repair such damage and without any extension of the Contract Time.

**GS-5. Work Affecting the Property of Others**

- 5.1. Before Work is carried out that may affect the property or operations of any Ministry or agency of government or any Person, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Agreement, the Contractor shall give at least 48 hours' advance written notice of the date of commencement of such Ministry or agency of government or Person so affected.

**GS-6. Quality Assurance and Quality Control**

- 6.1. The QA/QC Plan required by GC 3.13.2 shall be prepared and delivered to the Contract Administrator for review by the Contract Administrator and Owner within thirty (30) Days after the Effective Date and, after acceptance by the Contract Administrator and Owner, shall form a part of the Agreement.
- 6.2. The QA/QC Plan shall:
- 6.2.1. be based on the standards and requirements set out in the Agreement;
- 6.2.2. monitor, identify and rectify all non-compliance items within the Construction Schedule
- 6.3. The Contractor shall implement and perform the Work in accordance with, and in compliance with, the QA/QC Plan accepted by the Owner. The implementation of the QA/QC Plan may be subject to quality assurance audit and acceptance by the Contract Administrator and Owner. The Contract Administrator and the Owner may perform surveillance for compliance with the QA/QC Plan and examine the Work, wherever situate, for conformance.

**GS-7. Project Controls and Reporting Requirements**

N/A

**GS-8. Owner Supplied Material**

N/A

**GS-9. Traffic, Maintaining Roadways and Detours**

- 9.1. Except as otherwise noted in the Agreement, the Contractor assumes all the risks and responsibilities arising out of any traffic related obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Site caused by such obstructions, and the Contractor shall not make any Claim against the Owner for any delay or Losses occasioned thereby.
- 9.2. If the Agreement require the Contractor to maintain a Highway, the Contractor shall comply with all maintenance standards and other obligations under Laws relating Highways, including the *City of Toronto Act, 2006*.
- 9.3. The Contractor shall designate an individual to be responsible for traffic control and work zone safety. The designated individual shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties, is familiar with Book 7 of the Ontario Traffic Manual and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name, address, position, cell phone, pager, and telephone numbers of the designated individual, and update as necessary.
- 9.4. Where an existing Roadway is affected by construction, it shall, at all times, be kept open to traffic. The Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining, for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Site in accordance with the Ontario Traffic Manual, whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.
- 9.5. Subject to the prior written approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the Ontario Traffic Manual. Any temporary lane closures shall be kept to a minimum.
- 9.6. The Contractor shall maintain, to the satisfaction of the Owner and the Contract Administrator, a road through the Site. The road through the Site shall include any detour constructed in accordance with the Agreement or required by the Contract Administrator. The cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the Fixed Price or Unit Price, as applicable. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing unless otherwise specified in the Agreement.
- 9.7. Where localized and separated sections of a Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of that Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Agreement. Nothing in this section shall be taken as limiting the Contractor's obligation to maintain all areas of a

Highway affected by the traffic control measures undertaken in relation to the Work and to fulfill all traffic control responsibilities thereon.

- 9.8. Where the Agreement provides for, or the Contract Administrator requires, detours at specific locations, payment for the construction of the detours, and if required, for the subsequent removal of the detours, shall be made at the Contract Prices appropriate to such Work.
- 9.9. Where Work is discontinued for any extended period including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Highway and detours in a passable, safe and satisfactory condition for public travel.
- 9.10. Where the Contractor constructs a detour that is not specifically provided for in the Agreement or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's sole expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- 9.11. Where, with the prior written approval of the Contract Administrator, a Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect and maintain traffic control devices in accordance with the Ontario Traffic Manual.
- 9.12. Compliance with the foregoing provisions shall in no way relieve the Contractor of obligations under GC 4.1 - PROTECTION OF WORK AND PROPERTY, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of a Highway within the Site that are being maintained by others.

**GS-10. Roadway Work**

- 10.1. If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Site, by the Contractor's vehicles or other equipment, whether licensed or unlicensed equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner and without an extension in Contract Time, make changes or substitutions for such vehicles or equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.
- 10.2. The Contractor shall provide and ensure, at all times, and at no extra cost to the Owner:
  - 10.2.1. safe and adequate pedestrian and vehicular access;
  - 10.2.2. continuity of utility services; and
  - 10.2.3. access for any and all emergency response vehicles and services,to any and all properties adjoining the Site.

**GS-11. Working Drawings**



- 11.1. Working Drawings or Working Plans means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework and shoring plans, roadway (that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.) protection plans, Shop Drawings, shop plans or erection diagrams.
- 11.2. The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- 11.3. The Contractor shall submit Working Drawings to the Contract Administrator in accordance with an agreed upon schedule or otherwise with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Contract Administrator so requests they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.
- 11.4. The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- 11.5. The Contract Administrator's review shall check for conformity with the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.
- 11.6. The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- 11.7. Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator and marked with the words "*Reviewed. Permission to construct granted*".
- 11.8. The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the Site at all times.

## **DIVISIONAL SPECIFICATIONS**

### **DS-1. Occupational Health and Safety Act**

- 1.1. The Contractor shall take all steps necessary to prevent the spread of lead-containing dust/particles and any other designated substance(s) or hazardous material(s) from the Work site when performing Work involving, but not limited to, lead-containing paint, and to protect the Contractor, those engaged by the Contractor in performance of the Work, City employees and all others, including the general public, likely to be at or near the Work site.

### **DS-2. Designated Substances**

N/A

### **DS-3. Confined Spaces**

N/A

### **DS-4. Asbestos**

N/A

### **DS-5. Hot Work Permit**

N/A

### **DS-6. Commencement and Completion Dates**

- 6.1. A continuous and progressive operation shall be carried out until the work is completed.

### **DS-7. Workforce Development Plan**

- 7.1. N/A

### **DS-8. Coordination and Meetings**

- 8.1. The Contractor shall attend regular meetings with the City of Toronto and others, including but not limited to, Toronto Transit Commission, Bell Canada, Enbridge, Toronto Hydro, and business organizations as may be required by the Contract Administrator to co-ordinate services affected by the Contract and to monitor on-going administration and progress of the contract.

### **DS-9. Standard Specifications and Standard Drawings**

- 9.1. The City's Standard Specifications and Standard Drawings that apply to the Work shall be those that can be found on-line at [www.toronto.ca/ecs-standards](http://www.toronto.ca/ecs-standards) as of the date the tender for the Work is issued.
- 9.2. Any other required work, for which no specifications are contained herein, shall conform to the City of Toronto Standard Construction Specifications and Drawings for Road Works, the City of Toronto Standard Construction Specifications and Drawings

for Sewers and Watermains, the Ontario Provincial Standard Specifications and the Ontario Provincial Standard Drawings.

- 9.3. This Agreement may also refer to Ontario Provincial Standards (OPS) specifications and drawings. In such case, Bidders shall acquire the applicable specifications and drawings from OPS. Information about OPS can be found at [www.ops.on.ca](http://www.ops.on.ca).

#### **DS-10. Organization of Work and Work Restrictions**

- 10.1. It is the Contractor's responsibility to implement all required measures (e.g. fences, enclosures, etc.) in order to strictly control the pedestrian traffic in the construction area and to prevent any pedestrian approaching into the areas of construction hazard, or any other dangerous area.
- 10.2. The Contractor shall be attentive to the needs of pedestrians that are visually or physically impaired, and the Contractor must be prepared at all times to assist in the safe and comfortable passage of these pedestrians.
- 10.3. The Contractor shall note that a number of existing utilities and services are located below the area of reconstruction and others in the near vicinity. The Contractor shall examine the site to identify potential problems associated with the accessibility, transportability and constructability of their proposed methods.
- 10.4. The Contractor shall, from time to time, adopt such approved construction or operating methods in carrying out the work as may be called for due to changing conditions that may be encountered during the progress thereof.

#### **DS-11. Disposal of Surplus Excavated Material and Removals**

- 11.1. All surplus excavated materials, removals, grindings and all other debris, including that from sewer flushing and catch basin cleaning, shall be disposed of, off site. No separate payment shall be made for the costs associated with this work.
- 11.2. The City of Toronto will not make arrangements for the disposal of surplus materials or supply bills of lading.
- 11.3. The Contractor shall assume full ownership of the surplus excavated material and shall be solely responsible for its removal and disposal.
- 11.4. Stockpiling of excavated material within the City street allowance is not permitted. The Contractor shall dispose of all excavated material off site immediately upon removal. No additional payment will be made for costs incurred as a result of this requirement.

#### **DS-12. Smog Alert Response Plans**

- 12.1. The Contractor, when notified by the Consultant that the City's Smog Alert Response Plan has been implemented, shall, where applicable:
- 12.1.1. suspend use of oil based products except for roadway line painting required to address safety concerns or to reduce traffic congestion;
- 12.1.2. suspend all pesticide spraying;

- 12.1.3. suspend grass cutting operations;
  - 12.1.4. not allow refuelling during daytime hours;
  - 12.1.5. reduce equipment and vehicle idling as much as practical;
  - 12.1.6. curtail the use of two-stroke engines as much as practical;
  - 12.1.7. suspend normal street sweeping of all roadways during daytime hours except where there is an urgent need for clean-up, i.e. following a special event such as Caribana;
  - 12.1.8. suspend the operation of loop cutting tar pots; and
  - 12.1.9. suspend any non-essential planned traffic control device installation or modification work which will require lane closures or require complete deactivation of the traffic control device. Work that is required to address safety concerns or to reduce traffic congestion may continue.
- 12.2. Asphalt paving operations using SS-1 tack coat (water based) may continue.
- 12.3. A Smog Alert may be preceded by a Smog Watch. A Smog Watch is issued when there is a 50 percent chance that a smog day is coming within the next three (3) days. The Contractor shall not be entitled to any additional payment or extension of Contract Time due to the implementation of the Smog Alert Response Plans.
- 12.4. Notwithstanding the above, if it is necessary and the Contract Administrator ordered the suspension of paving operations, payment and/or extension of the Contract for the suspension of asphalt paving operations shall only be made if notification by the Chief Engineer and Executive Director or General Manager to suspend work is made in less than four hours prior to starting of such operations, and if such suspension has detrimentally impacted on the Contractor's work schedule. The Contractor shall provide supporting documentation identifying the impact and associated fair and reasonable costs in accordance with GC 2.6 – CONTRACTOR RECORDS and any delay in accordance with GC 7.5 - DELAYS.
- 12.5. Payment for this work, at actual costs incurred, shall be made under the appropriate provisional item(s) identified in the Pricing Form (if applicable), or otherwise and in accordance with Schedule E - CHANGES IN THE WORK ON A TIME AND MATERIAL BASIS – VERTICAL APPROACH with the exception of any mark ups.

### **DS-13. Security and Construction Sign(s)**

- 13.1. The Contractor shall be responsible for the security of the work of this Contract from the time the job site is turned over to him until all work has been completed.
- 13.2. The Contractor shall take all necessary precautions to ensure that the construction site does not pose a hazard to the public for the duration of the project. Appropriate safety and warning signs must be posted. All such site security measures shall be removed from the site at the completion of the project.
- 13.3. The Contractor shall be provided Project Information Signs that shall be posted in a prominent area. The costs for installing, removing and disposing the signs shall be

included in the Bidder's Pricing Form submission. No additional separate payment will be made for such work and provisions.

#### **DS-14. Material and Truck Weighing**

- 14.1. The City reserves the right to randomly verify the quantity of materials supplied in connection with this Contract. Prior to unloading of materials that are priced on a unit weight basis ("unit weight materials"), the weight tickets must be provided to the Contract Administrator (or in their absence, the City's inspector). Material weight tickets that are not provided to the Contract Administrator or the City's inspector prior to unloading will not be accepted later for payment.
- 14.2. When directed by the Contract Administrator or the City's inspector, trucks carrying unit weight materials shall proceed immediately to a City's weighing facility as specified by the Contractor Administrator or the inspector. After passing through the City's weight scale and unloading the materials, the empty truck shall return to the same facility to verify the vehicle tare if so directed by the Contract Administrator or the City's inspector.
- 14.3. Should the weight verification show that the verified weight of the material is less than what is shown on the Contractor's weight ticket by more than 1.0 per cent, the payment for the affected load shall be made based on the weight measured by the City's weighing facility.
- 14.4. City staff will also adjust the method of measurement for all following loads that are not weight-verified but have been delivered to the site before a new weight verification process can prove the Contractor had rectified the weight inconsistency. The weight of the following loads will be adjusted based on an adjustment factor determined from the most recently weight-verified load
- 14.5. The City will not compensate the Contractor for any cost associated with the weight verification process.

#### **DS-15. Noise Regulations**

- 15.1. The Contractor shall ensure the following:
- 15.2. Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to proper muffler systems, properly secured components and the lubrication of all moving parts;
- 15.3. Idling of equipment shall be restricted to the minimum necessary for the proper performance of the specified work.
- 15.4. Where necessary, place noise attenuation devices (barriers) around Contractor's construction equipment.

#### **DS-16. Interference**

- 16.1. The Contractor shall arrange all Work activities so as to permit the maintenance of normal building operation and traffic flow at the Work site, with a minimum of inconvenience to the users and staff of the facility or park where the Work is being carried out.

- 16.2. The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted at the Work site for more than one (1) continuous Hour, and no longer than three (3) consecutive Hours for the heating system during the heating season except with the prior written permission of the Owner.
- 16.3. The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

**DS-17. Project Close Out System Demonstrations**

- 17.1. The Contractor shall with respect to all installations resulting from the Work demonstrate the operation of all equipment and systems to the Owner's staff and any consultants of the Owner, and instruct such staff in the operation, adjustment and maintenance of such systems and equipment.

**DS-18. Fire Protection**

- 18.1. The Contractor shall:
  - 18.1.1. prior to commencing work, locate all sprinkler systems and protective or alarm systems;
  - 18.1.2. provide and maintain fire extinguishers as required on the site for the protection of the building;
  - 18.1.3. provide personnel performing work with open flame, volatile materials or other hazardous work with all fire protection equipment necessary for the safe operation of this equipment and the performance of the work;
  - 18.1.4. all fire protection measures shall obtain required approvals and comply with all applicable laws.