

**Part 3 - Drawings and Specifications**

**Reference Documents supporting Specifications and Requirements for Deliverables found in Part 3 References in ARIBA system.**

**List out drawings and specifications:**

Package 1 - Drawings - Doc4873092396

Package 2 - Drawings - Doc4873092396

Package 3 - Drawings - Doc4873092396

Package 4 - Drawings - Doc4873092396

Package 5 - Drawings - Doc4873092396

Package 6 - Drawings - Doc4873092396

Package 7 - Specifications - Doc4873092396

**SUMMARY OF THE WORK**

**To supply all materials, products, labour and supervision to complete the Centennial Park Venue Specific Training Site Building for FIFA World Cup 2026.**

**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 3.1 shall apply.
  - 3.2.1. Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those property bars, baselines and benchmarks that are necessary to delineate the 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.
  - 3.3.1. The Owner shall be responsible for setting out the line and setting out the required elevation of the specific parts of the Work identified in the Agreement.
  - 3.3.2. The Owner shall supply a copy of the alignment and grade sheets to the Contractor to facilitate the construction of the Work in accordance with the Agreement.
  - 3.3.3. The Owner shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work.
  - 3.3.4. All stakes, marks and reference points provided by the Owner shall be carefully preserved by the Contractor. In the case of the destruction or removal as a result of the Contractor's operations, such stakes, marks and reference points shall be replaced by the Owner at the Contractor's cost.
  - 3.3.5. The Contractor shall give the Owner at least 24 hours' notice before requiring levels, lines or stakes, on any portion of the Work and the Contractor shall clearly state in such notice the exact locality or localities where such are needed for use.
  - 3.3.6. The Contractor must satisfy itself before commencing Work at any point as to the meaning and accuracy of all stakes and marks, and no Claim shall be considered by the Owner for or on account of any alleged inaccuracies or for any alterations subsequently rendered necessary on account of any such alleged inaccuracies, unless the Contractor notifies the Owner thereof in writing before commencing the Work.
  - 3.3.7. The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any other property bars disturbed, damaged, or removed by the Contractor's operations shall be replaced by an Ontario land surveyor, at the Contractor's cost.

**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; and
- 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**

- 7.1. The Contractor shall perform the following obligations and comply with the following requirements:

Such obligations and requirements shall apply to all Work, unless otherwise specified in the Agreement.

- 7.2. The Owner may at any time and from time to time waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in the Agreement.
- 7.3. For clarity, nothing in this section 7 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the Construction Schedule or other requirements of the Agreement.

**GS-8. Owner Supplied Material**

- 8.1. The Owner Supplied Material shall be:  
  
Not applicable

**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.

**TECHNICAL SPECIFICATIONS**

**Refer to the file “Package 7 - Specifications - Doc4873092396”.**

- This page is a placeholder for the Divisions to include in vertical / fixed price contracts:
  - Division 1 General Requirements
  - Division 2 Site Work
  - Division 3 Concrete
  - Division 4 Masonry
  - Division 5 Metals
  - Division 6 Wood and Plastics
  - Division 7 Thermal and Moisture Protection
  - Division 8 Doors and Windows
  - Division 9 Finishes
  - Division 10 Specialties
  - Division 11 Equipment
  - Division 12 Not Applicable
  - Division 13 Instrumentation, Control and SCADA
  - Division 14 Conveying Systems
  - Division 15 Mechanical
  - Division 16 Electrical
  
- If any of Divisions 1 – 16 are not required, this placeholder can be deleted.

## **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**

- 2.1. In accordance with the OHSA, as amended, a list of designated substances found at the project site is appended to hereto at the end of this section, and forms part of this Agreement.

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

- 3.1. Attached hereto as per project drawings and specifications is a list of spaces that the City of Toronto has identified as "confined spaces" as defined under the regulations under the OHSA. This list of confined spaces was developed by the City of Toronto for its own internal purposes in accordance with requirements related to confined spaces under the OHSA and regulations thereunder. The City of Toronto makes no representations or warranties regarding the accuracy or completeness of this list of confined spaces. Without limiting the foregoing, the identification of confined spaces by the City of Toronto was based on certain conditions that existed at the time the assessment was conducted, which conditions may be different or may change during the course of the performance of the Work under the Contract. Notwithstanding section 1.18 hereof, the Indemnities (as defined in section 1.18 hereof) assume no liability whatsoever arising out of or in connection with this list of confined spaces or any reliance thereon, and the Contractor shall indemnify and save harmless the Releasees with respect to any claim or action against any of the Releasees resulting from or in connection with this list of confined spaces, and any costs, expenses or fines incurred by any of the Releasees (including legal costs on a substantial indemnity basis) in connection with any such claim or action. This indemnity is in addition to any other indemnity provided by the Contractor under the Contract, and shall survive the termination of the Contract. The provision of this list of confined spaces in no way limits the Contractor's obligations as employer and, where applicable, as constructor under the OHSA and regulations thereunder, in particular those obligations with respect to confined spaces. If awarded a Contract in connection with this Request for Tender, the Contractor, at no additional cost to the City of Toronto, shall be responsible for making its own assessment as to which spaces are confined spaces at the project site, including any new confined spaces that are created from time to time as construction progresses. Without limiting the foregoing, the Contractor shall not make any claims for delays or extra costs as a result of having to perform its obligations under the OHSA and regulations thereunder with respect to confined spaces. The Contractor shall comply with all requirements of the OHSA and regulations thereunder, as amended from time to time, with respect to confined spaces, including, without limitation, the requirement to develop and maintain its own program and plan with respect to confined spaces, conducting adequate assessments of hazards related to confined spaces, adequate confined

space training, implementing adequate on-site rescue procedures, and issuing the required entry permits.

- 3.2. The Contractor shall keep available for inspection at the project site every assessment, plan, co-ordination document, training record, entry permit, inspection record, and test record as required under the OHSA and regulations. Such documents shall be made available to designated City of Toronto staff and Consultants at the Site in the event that any City staff or Consultants wish to enter any confined spaces at the project site for inspection and quality control purposes. The Contractor shall also provide to the Contract Administrator designated under the Agreement its own list of any confined spaces it has identified at the project site before the Work begins, and shall immediately notify the Contract Administrator in writing of any changes to this list from time to time during the course of the construction, and on completion of the project.

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

- 4.1. Where the Work includes removal of asbestos, the Contractor shall:
  - 4.1.1. ensure, through appropriate air testing and such other measures as may be appropriate and necessary, that the Work site and adjacent areas not been contaminated with asbestos during the performance of the Work; and
  - 4.1.2. prior to dismantling any barriers erected to contain asbestos and asbestos-containing materials, the Contractor shall provide written confirmation to the Consultant that, after conducting proper air testing and other due diligence measures, the area is safe in accordance with the requirements of the OHSA.
- 4.2. If, during the course of the Work, the Contractor or any of the subcontractors or suppliers engaged by the Contractor, disturb material that is believed to be asbestos containing material, separate and apart from asbestos abatement work forming part of the Contract, the Contractor shall act in strict compliance with the OHSA, including but not limited to the Asbestos Regulation, and without limiting the generality of the foregoing, shall:
  - 4.2.1. Stop work and evacuate the area where the asbestos containing material is believed to have been disturbed and take all precautions or actions mandated by the OHSA and notify the City immediately;
  - 4.2.2. Notify the Contract Administrator via telephone, with written notification to follow as soon as possible; and
  - 4.2.3. Refrain from entering the work area for any reason whatsoever until safe to do so, in accordance with the requirements of the OHSA and, prior to re-entry, notify the Contract Administrator for approval to recommence Work.

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

- 5.1. The Contractor shall perform safe working procedures equivalent to or better as per Hot Work Permit System SP-13 attached hereto as **per drawings and specifications**.

- 5.2. The Constructor will be responsible for issuing the hot work permits.

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

- 6.1. [Note to Finalization: if a particular project requires this clarification for some specific reason, include this in Part 3 - Drawings and Specifications] A continuous and progressive operation shall be carried out until the work is completed.

**DS-7. Workforce Development Plan**

- 7.1. Where required in the Agreement Documents, the Contractor shall implement and document the Workforce Development Plan described in "Schedule F – Owner Policies, Procedures, by-Laws and Other Requirements" to the satisfaction of the City (in its sole discretion).

**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. Payroll Burden Rate for Work on a Time and Material Basis**

- 10.1. Standard Rate (40%)

- 10.1.1. The Owner will pay the Contractor's Payroll Burden at a standard 40 per cent of the wages and salary portion of the Cost of Labour for change in the work in the Contract that is carried out on a Time and Material basis.

- 10.2. Option for Contractor's Actual Payroll Burden Rate

- 10.2.1. Alternatively, the Owner will consider paying at the Contractor's actual payroll burden rate. To be considered for this option, the Contractor MUST submit their actual payroll burden rate on the Owner's prescribed Contractor's Payroll

Burden Form ("Form") prior to the commencement of any work on a Time and Material basis, preferably at the pre-construction meeting.

- 10.2.2. The Form is available from the Contract Administrator upon request and it shall be completed, certified and signed by the Contractor's external auditor. The Payroll Burden rate shall be calculated from the total expenditures of wages, salaries and benefits for all of the Contractor's employees paid during the previous 12 month calendar year (i.e. January 1<sup>st</sup> to December 31<sup>st</sup>). All permitted expenses in relation to labour costs are included on the prescribed Form.
- 10.2.3. If accepted, the submitted Form shall be effective until January 31<sup>st</sup> of the following year and the payroll burden rate will apply to all Time and Material works carried out within the effective period of the Form. If the Contractor fails to submit a signed Form before the commencement of any work on a Time and Material basis, or if the submitted Form is not acceptable to the Owner, the Owner will apply the 40 per cent standard payroll burden rate for all works that are carried out on a Time and Material basis under this Contract until a Form is submitted by the Contractor and accepted by the Owner.
- 10.2.4. During the Contract period, the Contractor must submit an updated Form by January 31<sup>st</sup> of a new calendar year. If accepted, the updated Form shall be effective until January 31<sup>st</sup> of the following year. If the Contractor failed to submit an updated Form or the submitted Form is not acceptable, the Owner will apply the standard 40 per cent payroll burden rate to all Time and Material works carried out under this Contract until an updated Form is submitted by the Contractor and accepted by the Owner.
- 10.2.5. The Owner reserves the right to terminate the application of the Contractor's actual payroll burden rate and apply the standard 40 per cent payroll burden rate if the Form is found to be not accurately completed after its acceptance.
- 10.2.6. Contractor's labour rates used in the work based on a Time and Material basis are subject to verification by the City's Fair Wage Office.
- 10.2.7. All information in relation to Contractor's Payroll Burden may be audited at the Owner's discretion. The Contractor agrees to keep complete and accurate books, payrolls, accounts and employment records and make the records available for audit by the Owner upon request. The Owner reserves the right to recover any overpayment to the Contractor affected by the audit.

#### **DS-11. Organization of Work and Work Restrictions**

- 11.1. 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.
- 11.2. 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.

- 11.3. 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.
- 11.4. 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-12. Pre-Construction Survey and Layout**

### **12.1. Pre-construction Survey**

- 12.1.1. The City shall perform a pre-construction survey to identify property bars, and to establish baselines and benchmarks necessary for the delineation of Working Area and layout of the Works in accordance with GS-3.1.
- 12.1.2. Notwithstanding, the City may request the Contractor to perform the pre-construction survey. In which case, compensation for the service shall be determined on a time and materials basis in accordance with Schedule E - CHANGES IN THE WORK ON A TIME AND MATERIAL BASIS – LINEAR APPROACH.

### **12.2. Layout**

- 12.2.1. The City shall perform the layout of the Works in this Contract. [Note to Finalization: The City will need to remember to set out who is responsible for Layout in the Specifications.]
- 12.2.2. Notwithstanding, the City may request the Contractor to perform the Layout of the Works. In which case, compensation for the service shall be determined on a time and materials basis in accordance with Schedule E - CHANGES IN THE WORK ON A TIME AND MATERIAL BASIS – LINEAR APPROACH.
- 12.3. The survey and layout shall be performed or supervised by a competent surveyor with a minimum of five years related field experience (the "Surveyor"). The Contractor shall ensure the Surveyor attends a pre-construction meeting and other meetings as requested by the Consultant.
- 12.4. The Contractor shall be responsible for ensuring the Surveyor prepares grade sheets and keeps proper digital records, notes and sketches of the survey and layout. A copy of the records (including but not limited to survey notes and sketches) shall be kept on site and accessible to the Consultant at any time. The grade sheets shall be submitted to the Consultant within 7 calendar days of production.
- 12.5. The Contractor shall maintain a set of redlined Contract Drawings ("As-Built Field Record marked on the issued for construction detailed design drawings") marked with as-built information of the Project. The As-Built Field Record and all other records produced must be incorporated in the AutoCad 2004 drawings and submitted to the City's Consultant within 60 calendar days of Substantial Performance.

- 12.6. The compensation for the survey and layout shall be based on the lump sum amount for the tender item for the survey and layout identified in the Pricing Form. The lump sum amount for survey and layout shall not exceed 5% of the Total Bid Price in the Pricing Form.
- 12.7. Eighty percent (80%) of the lump sum amount for the survey and layout shall be paid over the duration of the Contract in proportion to the value of the works completed as a percentage of the Total Bid Price. No payment will be made until the grade sheets are received by the Consultant.
- 12.8. Twenty percent (20%) of the lump sum amount for the survey and layout shall be withheld and paid upon receipt and acceptance of the As-built Field Record. Should the Contractor fail to submit the As-built Field Record or if the submitted As-Built Field Record is not satisfactory to the Consultant, this withheld amount may be used by the Consultant to pay for an independent contractor to produce the As-built Field Record. If the cost to produce the As-built Field Record by the independent contractor exceeds the withheld amount, the Owner may exercise its right of set and deduct the additional cost from funds due and payable to the Contractor.
- 12.9. The Contractor must report to the Consultant immediately any conflict, inconsistencies, errors, omissions, and/or discrepancies found between the Contract Drawing(s) and the existing physical conditions. Immediately upon becoming aware of such conflict, inconsistencies, errors, omissions and/or discrepancies, the Contractor shall stop survey and layout work until further directed by the Consultant. The City shall not be responsible for any additional cost or time delay due to a failure of the Contractor or the Contractor's Surveyor to report in a timely manner such conflict or inconsistencies found, or due to a failure to suspend the survey and layout work pending direction from the Consultant.
- 12.10. The Owner may conduct quality assurance verifications of the survey and layout as it deems necessary. The Owner's quality assurance process shall not relieve the Contractor of its responsibilities and obligations under this Contract. Any deficiency, omission or error identified by the Owner in the quality assurance process will be reported to the Contractor within two Working Days. The Contractor shall verify the information provided by the Owner, and make adjustments or corrections where necessary. There shall be no additional compensation or extension of Contract Time for correction of the Contractor's deficiencies, omissions or errors.
- 12.11. Adjustments or corrections to the survey and layout required due to conflicts, inconsistencies, errors, omissions, and/or discrepancies between the Contract Drawing(s) provided by the Owner and the existing physical conditions will be compensated on a Time and Material basis. This compensation shall be limited to the cost of survey crew only.

### **DS-13. Disposal of Surplus Excavated Material and Removals**

- 13.1. 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.
- 13.2. The City of Toronto will not make arrangements for the disposal of surplus materials or supply bills of lading.



- 13.3. The Contractor shall assume full ownership of the surplus excavated material and shall be solely responsible for its removal and disposal.
- 13.4. 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-14. Smog Alert Response Plans**

- 14.1. The Contractor, when notified by the Consultant that the City's Smog Alert Response Plan has been implemented, shall, where applicable:
  - 14.1.1. suspend use of oil based products except for roadway line painting required to address safety concerns or to reduce traffic congestion;
  - 14.1.2. suspend all pesticide spraying;
  - 14.1.3. suspend grass cutting operations;
  - 14.1.4. not allow refuelling during daytime hours;
  - 14.1.5. reduce equipment and vehicle idling as much as practical;
  - 14.1.6. curtail the use of two-stroke engines as much as practical;
  - 14.1.7. 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;
  - 14.1.8. suspend the operation of loop cutting tar pots; and
  - 14.1.9. 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.
- 14.2. Asphalt paving operations using SS-1 tack coat (water based) may continue.
- 14.3. 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.
- 14.4. 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.

- 14.5. 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 – LINEAR APPROACH with the exception of any mark ups.

**DS-15. Security and Construction Sign(s)**

- 15.1. 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.
- 15.2. 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.
- 15.3. The Contractor shall supply a [Note to Finalization: Insert type of sign, for example "Capital Improvement / Project Information Sign(s)"] that shall be posted in a prominent area. [Note to Finalization: Insert details as to sign specifications, for example:
- **"The specifications for the sign(s) can be found at [www.toronto.ca/ecs-standards](http://www.toronto.ca/ecs-standards) under Capital Construction Signage" (PMMD, ECS, EDC, LTCHS)**
  - **"The sign, conforming to the current sign protocol and which will list a contract number, will be provided by the City at no cost to the Contractor for installation by the Contractor."**
- 15.4. Project information for the sign(s), if not specified in this Request for Tender, shall be provided by the Contract Administrator. The number of signs required is specified in the Pricing Form.
- 15.5. The costs for providing, 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-16. Material and Truck Weighing**

- 16.1. 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.
- 16.2. 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.

- 16.3. 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.
- 16.4. 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
- 16.5. The City will not compensate the Contractor for any cost associated with the weight verification process.

**DS-17. Noise Regulations**

- 17.1. The Contractor shall ensure the following:
- 17.2. 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;
- 17.3. Idling of equipment shall be restricted to the minimum necessary for the proper performance of the specified work.
- 17.4. Where necessary, place noise attenuation devices (barriers) around Contractor's construction equipment.

**DS-18. Existing Utilities**

- 18.1. The Contractor shall provide the consultant and client with a copy of the stakeout sheets supplied by the utility locators, prior to construction.
- 18.2. The attention of the Contractor is drawn to the presence of utility pole lines, close proximity of the overhead wires, buried gas mains, buried Bell conduit structure, buried/overhead cable TV and other buried utilities or services as may exist adjacent to and/or in the Place of the Work.
- 18.3. Before excavating across or along any utility or service, the Contractor shall determine its exact location and elevation. The utility or service shall be exposed by hand excavation and shall be adequately supported and/or protected before proceeding with machine excavation. All cost for fulfilling these requirements shall be included in the appropriate tender items and no separate payment will be made. The Contractor is fully responsible for the protection of all utilities and services within the Contract limits.
- 18.4. It should be noted that compaction of backfill below any services or utilities will not be accepted in lieu of proper support as per City of Toronto Standards.

**DS-19. Equivalents and Alternatives**

- 19.1. Definitions. In this section:

- 19.1.1. "First-Named Supplier" and "First-Named Product" mean, respectively, a Supplier and Product upon which the quality and design of the Work has been based, as specified in the Contract Documents.
- 19.1.2. "Equivalent" means a Supplier or Product that is listed after the First-Named Supplier or equipment or material or product in the Contract Documents.
- 19.1.3. "Alternative" means a Supplier or Product proposed by the Contractor, or an alternate method of undertaking the Work proposed by the Contractor, that is not listed or specified in the Contract Documents.

**19.2. First Named Supplier or Product**

- 19.2.1. The Contractor shall only use First-Named Suppliers and First-Named Products, or Equivalents, unless an Alternative is approved by the City.

**19.3. Use of Equivalent**

- 19.3.1. The Contractor may use an Equivalent named in the Contract Documents and shall include the supply and installation of such Equivalent and all Product and labour necessary to complete the Work at no additional cost to the City, whether or not the use of such Equivalent affects the design or manner of completion of the Work.

**19.4. Use of Alternative**

- 19.4.1. The Contractor may propose the use of an Alternative to the City for consideration following the issuance of an Order to Commence Work. The submission of a proposal for an Alternative may include alternate Subcontractor(s), through whom the Alternative is being offered, other than those named under the Subcontractor listing in the Tender Submission Package.
- 19.4.2. All Alternative proposals must be supported by sufficient technical documentation to permit a proper analysis and evaluation of the proposed Alternative by the City. In order to be considered, any Alternative proposal must provide price savings, quality improvement(s), operational savings, schedule benefit(s), or a combination thereof. The Alternative proposal must include a detailed point by point comparison listing differences between the proposed Alternative and the First-Named Supplier or First-Named Product.
- 19.4.3. Supporting documentation in the proposal must be clear, specific and sufficiently detailed to ensure that there is no ambiguity about what is being proposed, including any effect the proposal may have on the completed Work. Proposed Alternatives which, in the opinion of the City, are not accompanied by adequate supporting documentation, or are submitted with insufficient time for a proper review, will not be considered.
- 19.4.4. The cost of a review by the Consultant of a proposed Alternative will be entirely at the cost of the Contractor and will be credited to the City against the Contract Price.

- 19.5. The City shall have the right, in its sole and absolute discretion, to accept or reject any proposed Alternative, including any proposed Subcontractor.

**DS-20. Interference**

- 20.1. 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.
- 20.2. 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.
- 20.3. The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

**DS-21. Project Close Out System Demonstrations**

- 21.1. 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-22. Fire Protection**

- 22.1. The Contractor shall:
- 22.1.1. prior to commencing work, locate all sprinkler systems and protective or alarm systems;
  - 22.1.2. provide and maintain fire extinguishers as required on the site for the protection of the building;
  - 22.1.3. 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;
  - 22.1.4. all fire protection measures shall obtain required approvals and comply with all applicable laws.