

## **SPECIAL PROVISIONS**

### **1. SITE PREPARATON**

The requirements of OPSS 503 and OPSS 504 shall apply to this Contract and Supplemental General Conditions.

The Contractor shall also provide protection to property bars and monuments as required.

#### **Street Signs**

The work shall include the removal, salvage, and re-installation of mailboxes, signs and other items as required. All traffic signs shall be delivered to the City's Operation's Yard at 45 Municipal Street.

#### **Layout**

Contractor layout shall apply in accordance with the General Conditions of Contract GC7.02

### **2. GENERAL INFORMATION**

The contractor will commence work on **January 6, 2014**. Failure to commence this work within 7 calendar days following this proposed commencement date could result in the next lowest bidder being awarded the contract.

The contractor shall contact Engineering Technical Services, seven (7) days following award of contract with his traffic control plan and appropriate legislative requirements. The phone number is 519-822-1260 and the contact at Technical Services shall be Grant Ferguson (x2251).

#### **Scheduling of the Work**

The work is to be carried out in one construction season, unless otherwise noted in the tender.

It is the responsibility of the Contractor to augment additional daylight shifts as required to complete the work within the specified time. There will be no additional payment made thereof.

The contractor is hereby advised that the Corporation reserves the right to delete or defer any of the foregoing work prior to or after having entered into a formal agreement with the Contractor.

Bidders shall prepare their tenders with the foregoing in mind and shall ensure that overhead and other fixed costs are realistically apportioned amongst the several tender items.

Under no circumstances will the Corporation compensate a Contractor for fixed costs or other expenses resulting from the deletion, addition, or deferring of any of the above work from the contract.

#### **Hours of Work**

The Contractor shall be prohibited from the operation of construction equipment during the following times:

7:00 p.m. to 7:00 a.m. (to 9:00 a.m. Saturdays) and at all times on Sundays and holidays.

For the purposes of this Contract provision, “construction equipment” shall include, without limitation, a bulldozer, excavator, trencher, jack hammer (including all air tools), crane, loader, scraper, paver, compactor, roller, grader and concrete mixer. “Holiday” shall mean any holiday as set out as a holiday in the Retail Business Holiday Act, R.S.O. 1990, Chap. R.30 or any successor thereof.

### **Superintendence**

The Contractor shall at all times provide a site superintendent or supervisor who is well qualified to direct the work being performed and who exhibits a high standard of integrity, co-operation and professionalism during performance of the Work. In addition, the Contractor, through his superintendent and workers shall present and maintain a positive image of the Contractor and the City of Guelph, as befits the Contractor’s relationship working for the City of Guelph on a City funded project.

Where the City Engineer deems the site superintendent or supervisor directing this Work to not be performing to the above standards of conduct, the Contractor shall replace this site superintendent or supervisor with another supervisor forthwith. This decision by the City Engineer will be final and will not be grounds for any additional compensation cost or schedule adjustment claims.

### **Daily Work Records**

The Contractor shall maintain and keep accurate Daily Work Records in accordance with GC 8.02.07. Daily Work Records shall be signed by the Contractor’s representative and shall be submitted to the Contract Administrator on a weekly basis.

## **3. TRAFFIC AND PEDESTRIAN CONTROL**

### **Scope of Work**

The Contractor shall supply and maintain all construction signing in accordance with OPSS 543, the Manual of Uniform Traffic Control Devices (MUTCD Temporary Conditions), and the Occupational Health and Safety Act (OHSA). The Contractor shall conform to the Ontario Traffic Manual (OTM) Book 7 (Temporary Conditions).

### **Partial Entrance Closures**

In the event that a road closure and/or partial entrance closure is required, the Contractor shall co-ordinate the road closure and/or partial entrance closure with the affected property owners and occupants and with the City of Guelph Traffic Investigations. The Contractor shall provide a minimum of two (2) weeks’ notice to the City of Guelph Traffic Investigations and the Contract Administrator prior to any closures.

**Single lane closure of westbound curb lane on Woodlawn Rd W will be permitted.**

### **Entrance Signage and Traffic Control**

The Contractor shall be responsible for the supply, installation, maintenance and removal of all signs required for entrance detours and restrictions, including signs on private property, exit only signs, entrance only signs, barricades and construction fencing. The Contractor shall be responsible for providing Traffic Control Persons or Police Constables at individual entrances for the safe exiting of vehicles.

## **Reflectivity Requirements**

The Contractor's attention is drawn to the new requirements of OHSA Reg. 213/91 Section 67, 68 and 69, regarding Traffic Control Measures. TC-22 Stop/Slow paddles, Traffic Control Persons and Worker Clothing requirements. Nylon vests must have front and side tear away feature. Night-time retroreflective silver stripes around each arm and leg shall be used if required.

## **Traffic Protection Plan**

Prior to commencement of the work, the Contractor will provide the Contract Administrator a written Traffic Protection Plan, including the identification of all hazards and all measures necessary to adequately protect the workers on site. The Plan shall protect all agents of the City of Guelph, including but not limited to the Inspectors, Supervisors, Surveyors, Traffic Services Division personnel and the Contract Administrator. The work zone design must be consistent, uniform and predictable. Traffic safety must be designed into work zones and provide for safety, mobility, advanced warning and positive guidance. The Traffic Protection Plan must be kept on site at all times for inspection by the Ministry of Labour.

## **Pedestrian Passage**

Pedestrian facilities (footpaths) and access shall be maintained throughout the working area at all times and shall be controlled throughout the length of the project. Construction fencing shall be provided as required to prevent pedestrians from crossing into the work zone. If construction traffic is required to cross a temporary or permanent pathway, the Contractor shall provide a full time flag person.

Pedestrian traffic shall be maintained on a level compacted gravel surface (50 mm of Granular 'A') at all times.

## **Traffic Control Plan**

The Contractor shall provide the Contract Administrator a written Traffic Control Plan for motorist safety and motorist mobility.

The Contractor may provide advisory speed signing as deemed necessary. The advisory speed must not reduce the posted regulatory speed by more than 20 km/hr. The Contractor must cover all regulatory speed signs within the limits of construction.

Included in this item shall be the supply, installation and removal of all barriers, barricades, delineators, lane control devices, warning signs, flashing lights, flares, traffic control devices, sign trucks, crash trucks, blocker trucks, and speed control devices, as required to complete the work.

The work may include traffic control persons and Police Constables as required to safely control traffic, particularly when construction activities encroach intersections. The Contractor is reminded that Police Constables are the only mechanisms for controlling traffic at intersections.

It will be the Contractor's responsibility to determine the Duration of the Work as described in the OTM.

The Contractor will provide written and oral instructions to all workers setting up and removing traffic control on the roadway or shoulder. The Contractor will provide a copy of the written instructions to the Contract Administrator prior to commencement of the work.

## **Maintenance Signs (No Parking)**

When parking is to be prohibited in order to perform the work, No Parking Maintenance signs supplied by the city must be installed by the Contractor a minimum of 48 hours prior to the commencement of the work. The Contractor will be required to pick up signs at the Marilyn Drive operations yard and will be responsible for the installation, maintenance and removal of all signs and deliver to Marilyn Drive operations yard as directed by the Contract Administrator. The Contractor will be responsible for loss and damage to the signs and will pay the owner \$200.00 per sign.

## **Daily Records and Audits**

The Contractor is advised that the Contract Administrator may conduct regular inspections and video recording of the Contractor's traffic and pedestrian control activities. It will be the Contractor's responsibility to audit and maintain a daily record of the application of the Traffic Protection Plan and the Traffic Control Plan, and these records shall be made available to the Contract Administrator immediately upon request.

## **4. REMOVALS INCLUDING DISPOSAL OFF-SITE**

When the Contractor is required to dispose of material off-site such as rubble and debris resulting from clearing operations, demolitions and removals, surplus excavation from roadway or sidewalk excavation, or any other work under this contract, this debris and surplus earth shall be disposed of outside the limits of the works at an acceptable site to be arranged for by and at the sole expense of the Contractor. **This disposal shall be in accordance with OPSS 180.**

This item shall include the sawcutting of existing concrete sidewalk, curb and gutter and asphalt pavement along the limits required by the work or specified by the engineering before commencing removal operations. No additional payment will be made therefore.

## **5. WATERWORKS (SS-200)**

The Contractor shall conform to SS-200, as outlined in the city of Guelph Part "B" Standard Contract Specifications and the Region of Waterloo and Area Municipality Design Guidelines and Supplemental Specifications for Municipal Services dated February 2012.

The contractor shall excavate (including removals) and supply and install the required diameter PVC water service complete with the following provisions: dewatering, trace wire, anodes, Class B bedding, backfill, compaction and connections as shown in the drawings and as stipulated in the schedule of Items and Prices. The tapping of all watermains will be by a qualified contractor registered with the City Waterworks Department on site.

The Contractor will be responsible to undertake all watermain testing and acceptance procedures outlined in SS-200. **NOTE: In accordance to OHSA-2006, Part III, Section 222 through 242 must be implemented prior to any worker entering the excavation or trench. These standards must be adhered to in order that City forces may tap or install any device on a watermain.**

Payment will be made at the Contract unit price and shall be compensation in full for the supply of equipment, labour and materials and shall include but not limited to: all costs associated with excavation, installations, tapping, connection of all valves, sleeves and reducers, disposals off site, imported bedding, compaction, dewatering, backfill and testing.

## **6. SANITARY SEWER WORKS (SS-100)**

The Contractor shall conform to SS-100, as outlined in the city of Guelph Part “B” Standard Contract Specifications and the Region of Waterloo and Area Municipality Design Guidelines and Supplemental Specifications for Municipal Services dated February 2012.

Payment will be made at the Contract unit price and shall be compensated in full for the supply of equipment, labour and materials for the installation of all sewer works as outlined on the drawings and the schedule of Items and Prices.

## **7. STORM SEWER WORKS (SS-100)**

The Contractor shall conform to SS-100, as outlined in the city of Guelph Part “B” Standard Contract Specifications and the Region of Waterloo and Area Municipality Design Guidelines and Supplemental Specifications for Municipal Services dated February 2012.

Payment will be made at the Contract unit price and shall be compensated in full for the supply of equipment, labour and materials for the installation of all sewer works as outlined on the drawings and the schedule of Items and Prices.

## **8. GRANULAR “A” IN ROADWAY**

Work under this item shall be completed in accordance with City of Guelph Standard Specifications OPSS 310, 313, 314, 1010 and as amended herein. The most stringent of the above specifications shall govern in case of conflict.

In accordance with OPSS 314.07.08 – Quality Control, the Contractor shall carry out grade checks on the finished Granular “A” surfaces and carry out all QC grade checks required to ensure that the finished Granular “A” courses are built to within the specified tolerances for grade and cross-section. Submission of all Contractor grade checks related to Granular “A” finished surfaces shall be in accordance with OPSS 314.07.09.

Granular “A” for road base and temporary Granular “A” shall be paid for under this item.

Compaction of Granular “A” materials shall be 100 % of Maximum Dry Density.

The Contractor shall summarize on a daily basis the applicable weigh tickets in a tabular form the Project Name and Contract Number, location, stage or phase, as applicable, for each applicable granular item, listing the ticket number and net weight of material, and summary total of material delivered to the site on the applicable item. The Contractor shall submit the summary table(s) and weigh tickets to the Engineer within 48 hours of delivery of material.

The Contractor’s attention is drawn to various items in the drawings and contract documents which are inclusive of granular “A” materials. Where such materials are to be included in a separate payment item (i.e. sidewalks, driveways, etc.) material delivery tickets shall be marked clearly to that effect, if delivered to personnel on site on the date of placement, and shall be deducted (or preferably excluded) from the Contractor’s summary of materials placed. Under no circumstances shall materials included elsewhere for payment be included in the Contractor’s total material payment quantity summary for Granular “A” road base.

### **Measurement for Payment**

Measurement shall be per tonne as evidenced by weigh scale tickets from an approved weigh scale (per OPSS 102 and MTO SP101S18).

## **Basis of Payment**

Payment at the Contract shall be full compensation for all Labour, Equipment and Material to do the Work, including but not limited to placement and compaction, additional traffic control, protection schemes, and maintenance of the completed works prior to the subsequent operations.

### **9. GRANULAR “B”, TYPE II IN ROADWAY**

Work under this item shall be completed in accordance with City of Guelph Standard Specifications OPSS 310, 313, 314 and 1010 and as amended herein. The most stringent of the above specifications shall govern in case of conflict.

Granular “B” for road base only shall be paid under this item.

In accordance with OPSS 314.07.08 – Quality Control, the Contractor shall carry out grade checks on the finished Granular “B” surfaces and carry out all QC grade checks required to ensure that the finished Granular “B” courses are built to within the specified tolerances for grade and cross-section. Submission of all Contractor grade checks related to Granular “B” finished surfaces shall be in accordance with OPSS 314.07.09.

Compaction of Granular “B” materials shall be 100% of Maximum Dry Density.

The Contractor shall summarize on a daily basis the applicable weigh tickets in a tabular form the Project Name and Contract Number, location, stage or phase, as applicable, for each applicable granular road base item, listing the ticket number and net weight of material, and summary total of material delivered to the site on the applicable item. The Contractor shall submit the summary table(s) and weigh tickets to the Engineer within 48 hours of delivery of material.

The Contractor’s attention is drawn to various items in the drawings and contract documents which are inclusive of granular “B” materials. Where such materials are to be included in a separate payment item (i.e. commercial driveways, etc.) material delivery tickets shall be marked clearly to that effect, if delivered to personnel on site on the date of placement, and shall be deducted (or preferably excluded) from the Contractor’s summary of materials placed. Under no circumstances shall materials included elsewhere for payment be included in the Contractor’s total material payment quantity summary for Granular “B” road sub-base.

## **Measurement for Payment**

Measurement shall be per tonne as evidenced by weigh scale tickets from an approved weigh scale (per OPSS 102 and MTO SP101S18).

## **Basis of Payment**

Payment at the Contract shall be full compensation for all Labour, Equipment and Material to do the Work, including but not limited to placement and compaction, additional traffic control, protection schemes, and maintenance of the completed works prior to the subsequent operations.

### **10. HOT MIX HOT LAID ASPHALT (HL-8 AND HL-3)**

#### **Scope of Work**

Work under this item(s) shall be completed in accordance with City of Guelph Standard Specifications, OPSS 310, OPSS 1150 and as amended herein. The most stringent of the above specifications shall govern in case of conflict.

## Mix Design

The Contractor shall utilize a laboratory that has current Canadian Council of Independent Laboratories (CCIL) Type "A" Certification or AMRL equivalent certification or another equivalent certified laboratory acceptable to the Engineer to conduct all mix designs, designate the mix proportions, and prepare the job-mix formulae. The Contractor will be responsible for all mix designs and the determination and designation of the job-mix formulae.

The Contractor shall provide the Engineer with their proposed mix design, a minimum of thirty (30) days prior to the placing of any asphalt. The Contractor shall not place any asphalt until the Engineer has approved the proposed mix design. The Engineer will provide, in writing, the above permission or the reason why the permission is being withheld within 10 business days of receipt, which commences when all of the required samples and documents have been submitted.

Asphalt mix shall be delivered as submitted during the pre-paving job mix formula approval phase. Field Job Mix revisions will not be entertained subsequent to the paving operation. All job mixes shall be accepted in advance of the paving operation.

The Contractor shall supply asphalt cement grade PGAC 58-28 or PGAC 64-28 as noted in the Form of Tender for all asphalt supplied for the road work.

## Construction

The Contractor shall refer to the suggested staging of Work described herein to determine the sequence of paving operations, and quantities required to complete an appropriate paving schedule to satisfy each stage of the Work to be completed, including all costs of preparation, mobilization and staging of the work.

The Contractor shall provide a detailed asphalt placement plan to the Engineer at least two weeks in advance of placing asphalt.

Where asphalt is placed by machine, the Contractor shall supply not less than 120 tonnes per hour at the uniform rate, per machine, to ensure continuity of the pavement and to avoid cold joints and a poor appearance and quality of the pavement.

For asphalt thicknesses of 75mm or more, the Contractor shall be required to place the asphalt in two separate lifts. Where two lifts of asphalt are to be placed to a partial width, a staggered joint width of 0.5m will be required to offset the joints for each lift.

Under the HL8 Base asphalt item(s), the Contractor shall provide necessary asphalt ramping at the concrete gutters adjacent to pedestrian curb ramps to eliminate the concrete "lip" as directed by the Engineer and provide temporary asphalt curb and gutter at catch basins where concrete curb and gutter is to be completed at a later date. The Contractor may substitute a finer asphalt mix for placement as temporary asphalt ramps at intersections, with prior approval from the Engineer. No additional payment shall be made for the provision of asphalt ramps. The placement of asphalt ramps shall be reviewed in advance with the Engineer to assure that positive drainage is maintained and that the limit and extent of the required ramps is sufficient for the period of time in which the ramps will remain.

Under this item, the Contractor shall include all step and butt joints in existing asphalt as required as part of the staging of the Work and as noted on the Contract Drawings.

The Contractor shall construct all manholes within the travelled surface of the roadways to the top of base course asphalt, and shall adjust affected manholes, **CB, and water valves where required or as directed by the City** to finished surface elevation on Streets to receive surface asphalt in the

following year. **Where surface asphalt will be placed**, final manhole adjustments shall occur prior to the final surface course paving. No payment will be made for the adjustment of any new manholes, **CB, and water valves**.

The work of adjusting existing structures shall be paid under the appropriate adjustment items in the form of tender and the work of setting new structures to pavement grade shall be included as part of the work of the item for the new structure.

### **Testing**

The Contractor is advised that results of asphalt laboratory testing must be transmitted to the City of Guelph Fax: 519-822-6194 or by emailing the Engineer.

The Contractor shall summarize on a daily basis the applicable weigh tickets in a tabular form the Project Name and Contract Number, location, stage or phase, as applicable, for each applicable asphalt item, listing the ticket number and net weight of material, and summary total of material delivered to the site on the applicable item. The Contractor shall submit the summary table(s) and weigh tickets to the Engineer within 48 hours of delivery of material.

The Contractor's attention is drawn to various items in the drawings and Contract Documents which are inclusive of Hot Mix Asphalt materials. Where such materials are to be included in a separate payment item (i.e. medians, boulevard paving, temporary walkways, residential and commercial driveways, etc.) material delivery tickets shall be marked clearly to that effect. Under no circumstances shall materials included elsewhere for payment be included in the Contractor's total material payment quantity summary for Hot Mix Asphalt (HL-3 or HL-8) in Roadway.

### **Measure for Payment**

Measurement shall be per tonne as evidenced by weigh scale tickets from an approved weight scale (per OPSS 102 and MTO SP101S18).

### **Basis of Payment**

Payment made under this item(s) shall be in accordance with OPSS 310.10 and shall **include** power sweeping or air cleaning the surface, removal of all dirt and foreign material, removing asphalt ramps, constructing asphalt ramps, applying bond breaker material, applying joint painting material, installation of shoulder treatments, ramping of catch basins in concrete curb and gutter extending into the roadway beyond the curb line, all hand-placed asphalt as part of the roadway, all machine-laid asphalt paving, cleaning of castings, installation of hand-formed curb around catch basins at low points when specified or where concrete curb and gutter has been left out to be completed at a later date, **full compensation for AC indexing** and the provision of a detailed asphalt placement plan.

The unit price for the surface asphalt items shall include the removal of binder course asphalt used as ramping at the paving limits, and at gutters along the pedestrian curb ramps, adjustment of new manhole tops to final elevations and sweeping clean all road surfaces prior to the placing of the asphalt which is to be applied prior to completion of this Contract.

## **11. TEMPORARY ROAD, SIDEWALK AND CURB AND GUTTER RESTORATIONS**

The Contractor will make restorations to the road, sidewalk and curb and gutter in hot mix asphalt or low strength concrete (cured in place for a minimum of 24 hours) from December 1 until May 1; all other temporary restoration will be completed in hot mix as indicated. The Contractor shall be responsible for maintenance in the event of deterioration of the excavation until a permanent restoring is made by City forces or for a period of 12 months. If permanent restoration by City



forces is not possible due to winter months, the Contractor shall maintain the excavated area until such time as permanent restoration is possible.

## **12. PLACING IMPORTED TOPSOIL & SOD**

City of Guelph Standard Specifications SS-20 shall apply for this work.

To minimize the restorations, the Contractor shall restrict all construction activities to within the road allowance. Any restorations outside the road allowance will be at the Contractor's expense.

Sod shall be placed at locations as directed by the Contract Administrator.

**The warranty period as per OPS 803.**

## **13. UTILITIES**

The Contractor shall assume all responsibility for determining the location of all existing underground utilities and for their protection during construction activities.

The Contractor shall protect and excavate and backfill carefully around all utility poles while carrying out operations under the contract. The Contractor shall arrange with Utilities if guy wire or poles have to be relocated; the City will pay the Utility Company directly. If required by the Utility Company, the Contractor will be responsible to brace and support poles and other facilities as directed. This will be considered to be incidental to any construction on City right of way and no extra payment will be made therefore.

The Contractor shall carefully note the requirements of Section 7.12 of the Supplemental General conditions of Contract. In addition to these requirements, the Contractor shall, prior to excavating within 1.5 metres of any utility pole, notify Guelph Hydro at 822-3017. Guelph Hydro will then investigate and provide instructions to the Contractor regarding the type of support required for this pole.

## **14. MANAGEMENT OF EXCESS MATERIALS**

Excess materials shall be managed in accordance with OPSS 180, as supplemented and amended by the following additional requirements.

### **General**

For greater certainty, all excess materials (including, but not limited to: bituminous pavement; concrete; fabricated metal and plastic products; wood; masonry; pipes; surplus or unsuitable excavated earth and rock; and other wastes that are not otherwise designated for salvage or reuse by the Owner) shall be removed from the Working Area and properly transported and re-used or disposed off-site in accordance with all applicable legislation at the Contractor's sole expense. More specifically, the Contractor shall comply with the Environmental Protection Act, including Ontario Regulation 347/90 (as amended), and shall use appropriately licensed haulers and receivers for all waste transportation and disposal, as required.

### **Sampling, Testing and Analysis by Owner**

For this project, the Owner has not had soil samples collected and analyzed for Sodium Absorption Ratio (SAR) and electrical conductivity. Typically, material to be excavated from within the road allowance would have SAR and electrical conductivity which exceed 5.0 and 0.70 mS/cm respectively, the levels stipulated in "Soil, Groundwater and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act, March 9, 2004, Table 2 Full Depth Generic Site

Conditions Standards in a Potable Ground Water Condition” for Agricultural and Other Property Use and for residential/Parkland/Institutional Property Use.

For greater certainty, the Information for Tenderers, apply with necessary modification to the foregoing. The Contractor is solely responsible for their own interpretation of analytical results made available by the Owner.

### **Additional Sampling, Testing and Analysis by Contractor**

The Contractor, at its own cost, shall undertake any additional sampling, testing, and analyses required for the proper management (including transportation and disposal) of excess materials generated by the Contract work.

### **Contractor’s Sole Responsibility**

The Contractor is solely responsible for the characterization of quality, designation of waste types, delineation of quality and extent of excess material, estimation of quantity, and costs associated with excavation, removal, segregation, temporary stockpiling, loading, transportation and re-use or disposal of excess materials, including excess earth and rock generated by the Contract work.

Under no circumstances shall the Contractor claim additional payment from the Owner related to the characterization of quality, designation of waste types, delineation of quality and extent of excess material, estimation of quantity, and costs (whether accurate and correct or not) associated with excavation, removal, segregation, temporary stockpiling, loading, transportation and re-use or disposal of excess materials, including excess earth and rock generated by the Contract work.

### **Disposal Sites**

For greater certainty, the Owner has not designated or identified specific haulers, receivers, and/or disposal sites for excess materials generated under this Contract. The Contractor is solely responsible for identifying and selecting appropriate haulers, receivers, and/or disposal sites required to complete the work of this Contract. **This disposal site shall be in accordance with OPSS 180.**

#### **OPSS 180.07.01      Conditions on Management of Excess material - General**

OPSS 180.07.01, the third sentence is deleted and replaced with the following: “Where excess material includes asbestos waste, the asbestos waste shall be managed in accordance with all applicable legislation, including, but not limited to, Ontario Regulation 347/90 (as amended).”

#### **OPSS 180.07.05      Conditions on Management by Disposal as Non-Hazardous Solid Industrial or Commercial Waste**

OPSS 180.07.05 b) is deleted in its entirety.

#### **OPSS 180.10      Basis of Payment**

OPSS 180.10 is deleted in its entirety and replaced with the following: “Payment for the management of excess material shall be included in the tender item for Excavation of Materials and under tender items requiring such management and shall include all costs associated with sampling, testing, analyses, characterization of quality, designation of waste types, delineation of quality and extent of excess material, identifying and selecting appropriate haulers, receivers, and/or disposal sites for excess material, acquiring approvals, releases and agreements, and all other costs associated with the work pursuant to this special provision and OPSS 180.

### **Costs for Correction**

The Contractor shall, at its own cost, promptly correct any breach of this special provision or OPSS 180.

### **Indemnification**

For greater certainty, Supplemental General Conditions Clause 2 (SGC 2), Indemnification, applies to this special provision and OPSS 180.

## **15. PAYMENT CERTIFICATE AND EXTRA WORK REQUESTS**

### **(A) Payment Certificates**

Payment certificates are quantified and verified by the Inspector and contractor once all contractual obligations of this service work is completed, unless otherwise requested.

### **(B) Extra Work Requests**

All extra work will be completed by force account and any request for additional or extra work will be by written request from the contractor to the Contract Administrator, **prior** to the commencement of the work. Any delays caused by the contractor not providing adequate advance notice and discussion with the Contract Administrator, will not be compensated by the City.

## **16. TRENCHLESS WATER, SANITARY AND STORM SERVICES**

### **Scope of Work**

The Contractor shall be compensated for additional costs to provide an alternative method of replacing the water, sanitary and storm services to the property line where the services are beneath large trees or other encumbrances. The Engineer, in consultation with construction staff and the Contractor, will determine if alternative methods are required, and the type of method to be used and at which locations.

### **Basis of Payment**

The Contractor will be paid for the installation of the water, sanitary, or storm service under the appropriate item in the contract. The Contract price for this item shall include all the additional material, equipment and labour necessary to perform the work over and above what is included in the open cut item(s) including the hydro-vac excavation.

## **17. WINTER WORKS CONDITIONS**

### **Scope of Work**

The Contractor shall be compensated for additional costs required for winter heat and protective measures on concrete and asphalt products as required under the contract.

### **Basis of Payment**

The Contractor will be paid on an item and unit price basis as tendered. The Contract price will include all the additional material, equipment and labour necessary to perform the work over and above the quoted prices outlined in the tender. The Contractor shall submit proof of the additional heat charges from the supplier prior to proceeding with the work.

## **18. SAMPLING OF SOILS FOR CHARACTERIZATION OF TYPE ACCORDING TO REG. 153/04**

### **Scope of Work**

Samples will be submitted, by the Contractor, for analysis to a laboratory accredited by the Canadian Association of Environmental Analytical Laboratories (CAEAL) for the analysis of inorganic parameters including metals, sodium adsorption ratio (SAR), conductivity and pH. The contractor shall have the results analyzed to provide a characterization of the soil type as stipulated in Reg. 153/04, and the findings shall be reported to the Engineer.

Sampling locations shall be determined in field as directed by the Engineer. Sampling shall occur immediately following award of the Contract.

### **Basis of Payment**

The per sample unit price for this item includes all work associated with collecting the sample, all laboratory analysis, characterization of the soil type (unsuitable material only) and reporting to the Engineer.

This item is for the characterization of the soil type on site. All testing required by the receiving end to clear their conditions shall be borne completely by the Contractor.

The Engineer may have random samples sent to a third party for analysis to verify the results. This shall be at no cost to the Contractor.

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