



**REQUEST FOR PROPOSAL DOCUMENT**

**For Contract Administration Services**

**Version 8.01 – ~~December~~May 2021**

**Add a brief description of the project.**

**Assignment Number:**

**Construction Contract Number:**

***Insert Office Name (Region)***

***Insert Date (Month/Year) that the RFP is distributed***

**Ministry of Transportation  
Ontario**

**Version 8.1 Revisions**

December 2021

- Updated the WBCMS language
- Changed Internet Explorer to other browsers such as Microsoft Edge
- Updated changes resulted from MTO Transformation, such as “MERO” to “EMO”, “Operations Office” to “Construction Management Office”, “Regional Contracts Engineer” to “Head, Construction”, “Area Contracts Engineer” to “Area Manager, Construction”, updated the sentences with “Region” or “Regional”
- All “CAITM” references refer to the “CAIS”, when applicable.
- Added “Senior Structural Inspector” staff member requirements
- The following Specialist Services staff member requirements have been moved to Engineering Services assignments:
  - Foundations
  - Structural
- The following Specialist Service staff member requirements has been removed:
  - Electrical
- Deleted reference to California Profilograph for measurement of concrete pavement smoothness
- Changed Sample Delivery and Storage from at MERO to at EMO. Also updated EMO delivery address

**Version 8.0 Revisions**

May 2021

- Added Note to User for Accessibility Requirements
- Updated the link to French Language Services designated areas
- Updated the link for qualified laboratories for Tensile Bond Test
- Updated the language related to MTO T131 training
- Removed ‘Regional’ from the Director title in the signoff area of the Acceptance page
- Changed “Contract Management and Operations Claims Office” to “Municipal and Client Services Office” for well claim issues

**Version 7.11 Revisions**

July 2020

- Updated Accessibility Requirements
- Updated to reflect recent changes to the Construction Act and our related dispute resolution training (T-131 & T-131a)
- Updated Performance Evaluation

**Version 7.10 Revisions**

June 2019

- Content revised to reflect e bidding process

### **Version 7.8 Revisions**

March 2018

- French Language Services to confirm if CA Assignment is within French Language designated area
- Revised WBCMS language
- Revised RFQ & RFP Contract Administration Staffing Experience Requirements - MTO PCM #2018-03 (January 2018).
- New Specialist (Electrical, Foundations, Structural) specialist terms of reference related to elimination of quality verification services
- New Summary of Environmental Concerns and Commitments Table
- Language for Contractor Performance Rating (CPR) pilot
- Electrical Inspector
- Added Bill 168 reminder
- Updates to Sample Delivery by CA language
- Field office language regarding dedicated office space
- Added language for bid discrepancies in Proposal Submission Clarifications by MTO
- Coordination language with specialist when not hired under CA firm
- Liability language for changes due to elimination of quality verification
- Revisions to Forms 8-4 and 8-5

### **Instructions to the MTO user**

*This RFP is to acquire Contract Administration Service Providers.*

*This RFP package is comprised of 2 separate Parts:*

- CA RFP
- CA RFP Legal Terms and Conditions.

*Upon selection of a Preferred Proponent, the RFP package, all Addenda and the Preferred Proponent's Proposal Submission shall be referred to as the Agreement.*

*The RFP contains several notes, guidelines and instructions to customize this Part by the user. In preparing this RFP, please take the following steps:*

1. Add or remove information specific to this Assignment in the areas of the document that are not protected or have fill-in fields.
2. Protected areas are not to be changed unless under special circumstances. Such changes will require the user to obtain the approval of the [Head, Construction Regional Contracts Engineer](#). Such changes are to be requested via the [RAQS Help Desk](#).

3. **NOTES TO USER:** *provide guidance to the user and must be removed prior to posting this RFP.*

4. *As the last step, prior to posting this Part A, update the Table of Contents by placing your cursor in the Table of Contents and select "Update Field".*

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## SECTION A: GENERAL INFORMATION AND INSTRUCTIONS

### Definitions

“MTO” or “ministry” refers to the Ontario Ministry of Transportation.

“RAQS” refers to the Registry, Appraisal and Qualification System.

“RAQS ESP e-tendering portal” refers to the Ontario Ministry of Transportation’s Registry, Appraisal and Qualification System for Engineering Services Providers electronic tendering application hosted by MERX

“Preferred Proponent” is the entity that is selected by MTO to enter into the final Agreement.

“Proponent” includes firms qualified in the Prime Specialty for this Assignment that submits or intends to submit a proposal in response to this Request for Proposal (RFP) prior to the Proposal Submission Deadline.

“Service Provider” refers to the successful Total Project Management Service Provider for this Assignment, also identified as the Prime firm under the RAQS Prime Specialty.

“Sub-Service Provider” refers to a firm or individual that has been hired by the Prime firm to perform specific tasks of this Assignment.

“Agreement Administrator” refers to MTO’s Agreement Administrator, including the ~~Area Contracts Engineer~~Area Manager, Construction or Contract Services Administrator.

“Proposal Submission” refers to documents Proponents submit in response to this RFP.

“Request for Proposal” is the process and documents used to invite Proponents into the bidding process for this Assignment.

“Agreement” means the executed RFP for this Assignment by MTO and the Service Provider.

“Principal” is an individual in a firm who possesses the legal responsibility for its management (owner, partner, officer, administrator, etc.).

“Construction Administration” and “Contract Administration” are used in MTO documents interchangeably.

## **Accessibility Requirements**

The Proponent's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario *Human Rights Code (HRC) R.S.O. 1990, CHAPTER H.19*, the *Ontarians with Disabilities Act, S.O. 2001, CHAPTER 32*, and the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11* (Integrated Accessibility Standards), any regulations made thereto and any direction from the Ministry. The Proponent must meet the Government of Ontario's requirements on the Government of Ontario's schedule under the Integrated Accessibility Standards Regulation as directed by the Ministry.

To comply with the Accessibility for Ontarians with Disabilities Act accessible customer service training requirements, Service Provider shall require that every employee, agent or volunteer, or other persons associated, with the Service Provider who deals with members of the public or other third parties on behalf of MTO, be trained about provision of goods or services to persons with disabilities.

The Service Provider shall keep records of such training, including the dates on which the training is provided and the number of individuals to whom it is provided, and shall provide documentation of the training to MTO upon request.

These training requirements can be fulfilled by completing the e-Learning course.

**NOTE TO USER:** *For the purpose of the adherence to AODA, a list of documents which will be made to the public should be prepared by the user to include into the assignment Terms of Reference. The following documents whenever applicable may be considered.*

- *Form OPSF 180-1, Site Selection Notification for Stockpiling Materials Managed Through Re-use.*
- *OPSF 180-2, Site Selection Notification for Material Managed as Disposable Fill.*
- *Form OPSF 180-3, Property Owner's Release.*
- *Notification of Forest Resource Licensees. Forest Resource licensees identified in the Contract Documents shall be notified at least two weeks prior to commencement of open burning.*
- *Public notifications through media – newspaper and radio – the process, information and distribution.*
- *The traffic signage such as TC-64s notifying of closures, lane restrictions.*



- *Field office sign. The sign is to be clearly visible to the public and indicate their name and phone number.*
- *Service Provider identification. All of the Service Provider's staff vehicles must have Service Provider identification clearly visible to the public identifying the Contract Administration firm.*
- *Notifications Prior to Construction. Before construction begins, notifications should be provided to Property Owners and Businesses.*

*The Contract Administrator shall keep all appropriate agencies apprised of any construction activity that may have an impact on their daily operations, including but not limited to: schools, utilities, O.P.P., municipal/regional police forces, fire, ambulance, transit authorities, municipalities, maintenance patrols/operations, MNRF, MOECC, conservation authority(s), Fisheries and Oceans Canada (DFO), Railways, pipeline companies, others as required,*

- *Weekly road report. A weekly road report issued by CA information is used to update the 511 information on the Traveller's website, i.e., to the public.*
- *Various responses to general public inquiries. The CA is to comply with the MTO Policy regarding Media/MPP/General Public Inquiries.*
- *Public Information Plan.*

### **Bill 168, Occupational Health and Safety Amendment Act (Violence & Harassment in the Workplace)**

Bill 168 is an Ontario legislation under the Occupational Health and Safety Act in 2010. It requires all employers to address and eliminate violence and harassment in the workplace by way of workplace risk assessments, the development of policies and programs, and mandatory training for all staff.

Additional information can be found [online](#).

### **French Language Services designated area ( - NA)**

**[NOTE TO USER:** *include this language for work in a designated area. Delete this in its entirety if not in a designated area. Click designated areas or contact the MTO French Language Services office to identify the designated areas.]*

This Assignment includes work that is in a French Language Services designated area.

The Service Provider must comply with all provisions of the French Language Services Act, including but not limited to Third Party Regulation 284/11. |

**INTENT OF THE RFP**

HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "ministry") is issuing this RFP solicitation document, which sets out the Assignment's Proposal Submission process and terms that will govern the Service Provider's Performance Evaluation.

The intent of this Request for Proposal (RFP) is to procure Contract Administration (CA) Services by: Initiating the process to short-list Proponents and selected a Preferred Proponent to provide the Contract Administration Services required within the prescribed duration of this Assignment.

A Proposal Submission by Proponents for this Assignment is an acknowledgement that the Proponents have the resources available for the duration of this Assignment.

MTO reserves the right to revise the advertised RFP up to the Proposal Submission Deadline. Any changes or revisions to the RFP will be issued as a formal addendum and shared for all short-listed Proponents to access.

MTO reserves the right to modify the RFP schedule, or cancel this RFP for any reason, without incurring any liability for costs, losses or damages incurred by Proponents.

## A.1 RFP PACKAGE

This RFP package consists of the following documents:

- Request for Proposal: describing the Proposal Submission and selection process, this Assignment’s scope and criteria for the performance of the Services.
- Reference Documents: include preliminary project data/plans available from MTO and other documents as listed in this RFP. The Reference Documents set forth the background and configuration of the construction Contract(s).
- The Legal Terms and Conditions.
- Clarifications/Addenda provided by the Anticipated RFP Clarification Posting Date.

Preliminary project data/plans are available for viewing and/or pickup at MTO offices located at XXXXXXXXXXXXXXXX which also constitute part of the Reference Documents and consists of the documents listed below or within Section A.6 of this RFP.

**NOTE TO USER:** *The above paragraph may apply if you have a bidders meeting and/or a viewing area available and/or a pick up reference document(s).*

**NOTE TO USER:** *Include the following statement for all stand-alone Contract Administration Assignments.*

Each Proponent must satisfy itself as to the sufficiency of the information presented and obtain any updating or additional information, and perform any studies, analysis or investigations Proponents deems necessary in order to deliver the requirements of this Contract.

In the event of conflicts or inconsistencies, the documents with the most recent date shall prevail.

## A.2 PROPONENTS' UNDERSTANDING OF THIS ASSIGNMENT

**MTO must be notified in writing, 1 week prior to the Proposal due date, of any proposed changes to the Proponent's Expression of Interest submission.**

MTO reserves the right to terminate any further participation by the Proponent in the selection process if in MTO's opinion:

- a) The changes in the submission affect the ability of the Service Provider to meet MTO's requirements; and/or
- b) The proposed change is not equivalent to or better than the Expression of Interest Submission.

It is the sole responsibility of each Proponent to review the the RAQS ESP e-tendering portal up to the Proposal Submission Deadline for any Clarifications, Addenda and/or revisions to this Assignment's schedule. All Proposals shall be prepared by and at the expense of the Proponents.

It is the sole responsibility of the Proponent to include sufficient numbers of staff with the qualifications necessary for this Assignment.

A Proponent who has questions regarding any part of this Assignment including any error(s), inconsistency(ies) or omission(s) must make a written enquiry to MTO prior to *insert time on the insert date, month and year,* requesting clarification.

All Requests for Clarification shall be submitted electronically through RAQS ESP e-tendering portal. Where such a request results in a change to the requirements of this RFP the Ministry will prepare and issue an addendum to this RFP on the RAQS ESP e-tendering portal.

Proponents shall not make verbal enquiries to MTO staff with respect to this Assignment. No information given orally by ministry staff will be binding, nor will it be construed so as to change the requirements of this RFP, and will not be a factor in the evaluation of Proposal Submissions by MTO in any way.

MTO reserves the right to distribute questions and answers (Clarifications) to all other Proponents. The Ministry will distribute to all Proponents all addendums, questions and clarifications regarding the RFP by posting them on the RAQS ESP e-tendering portal by the Anticipated RFP Clarification Posting Date. MTO reserves the right to revise this RFP up to the Proposal Submission Deadline.

It is not the intent of MTO to distribute to all Proponents, information on what MTO considers to be innovative ideas put forward by a Proponent.

MTO, at its discretion, will respond to Clarifications by the Anticipated RFP Clarification Submission Deadline.

Depending on the nature of the Clarifications, the Anticipated RFP Clarification Submission Deadline may be revised.

**Non-Collusion**

Proponents **shall not discuss or communicate** with any other Proponents about the preparation of their Proposal Submission. Each Proponent shall participate in the procurement process for this Assignment, fairly and without collusion or fraud.

### A.3 THE PROPOSAL SUBMISSION INSTRUCTIONS

This RFP is open to all qualified Proponents in the Low/Medium/High Construction Administration RAQS category. The Ministry will only accept proposals submitted through the RAQS ESP e-tendering portal. Guidelines for submitting an e-bid are available on the MERX website.

All solicitations/assignments will require a submission of a Bid Intent, submitted by clicking the Bid Intent button on the RAQS ESP e-tendering portal posting notice. MTO will review the bid intent to confirm prequalification of the firm in RAQS and will approve through the RAQS ESP e-tendering portal. A vendor/proponent will be unable to submit bid without an approved bid intent.

Proponents are invited to submit a Proposal Submission to deliver all professional and technical services for Contract Administration for the construction Contract: *resurfacing of 31.9 km of Highway 17. The project/contract includes pavement rehabilitation, frost heave treatments, drainage improvements, illumination, and replacement of three structures.*

The Service Provider and sub-Service Provider and Contract Administration staff performing the Services under this Agreement shall be independent Service Providers which are not owned by, in whole or in part, or affiliated with, the construction Contractor, a sub-contractor or a supplier of construction material under the construction Contract for this Assignment.

The Contract Administration staff credentials and qualifications required as described throughout this document must remain in force until the submission of the final Services and Deliverables for this Assignment.

Only the Proponents registered for the Registry, Appraisal and Qualification System (RAQS) Prime Specialty, as identified in the Posting Notice, will be considered. In addition, Proponents must have their Core Plan and their Generic Category Plan registered for the “Construction Administration” Category.

All Proposal documents, where signature required, must include an electronic signature (secure/digital or scanned) of a Principal of the proponent firm with the authority to sign a binding legal agreement on behalf of the Service Provider.

The Submission for this Assignment shall consist of the following uploaded into the two Envelopes on the RAQS ESP e-tendering portal:

**Envelope #1** (Identity & Proposal) is to include:

- The Technical and Management Proposal including all appropriate information required in Section A.6.
- The Technical and Management Proposal shall conform to the Legal Terms and Conditions requirements.

- Proposal Submissions shall not exceed [XX] 21.59 cm by 27.94 cm size paper pages in length (excluding staff resumes and promotional materials), using 2.5 cm margins and a minimum 10-point type. Mandatory forms are not included in the overall page limit. Any additional information or appendices provided by the Proponent beyond the specified page limit will not be considered by MTO.
- A signed Transmittal Letter indicating:
  - The Proponent’s intention to submit a Proposal for this Assignment with the name, title, address and telephone number of the Principal who will serve as the contact for this Assignment.
  - In case of a Joint-Venture, a jointly signed Transmittal letter must also affirm all requirements of this Assignment.
- Statement that the Contract Administrator and Project Manager have successfully completed the MTO T131- Advanced Issues Resolution training prior to July 1, 2021.

OR

- Proof that the Contract Administrator and Project Manager have successfully completed the MTO T131- Advanced Claims – Dispute Resolution training and have attended the T-131A refresher prior to December 31, 2020.
- Resumes for all proposed staff for this assignment (excluding Checkers and Surveyors).
- Signed statement from all proposed staff authorizing the Proponent to use their resume.
- Proof of Certification/Designation for each staff member as required.
- Additional information as specified in this RFP.

**NOTE TO USER:** *Explicit references should be made to the CSA or/ Area Manager, ConstructionCE to specify if the page limit excludes required figures/exhibits, particular Project Schedule and Organizational Chart.*

**NOTE TO USER:** *The maximum number of pages should not exceed 40, unless approved by the MTO Area Manager, ConstructionContracts—Engineer/Head, ConstructionRegional Contracts Engineer.*

**Envelope #2** (Pricing) is to include:

- The Financial Proposal including all information described in Section 8.

All pages of the Proposal Submission (excluding staff resumes) shall have a header clearly indicating the Proponent’s Name and the Assignment Number.

Should the Principal of the Proponent have a designated contact, MTO shall be advised in the Proposal. A Proponent may only submit one Proposal Submission for this Assignment indicating the Proponent as the Prime firm.

No alteration or modification to the Proposal Submission will be accepted after the specified Proposal Submission Deadline.



A Proponent may withdraw its Proposal through the RAQS ESP e-tendering portal at any time before the Proposal Submission Deadline. Proponents may re-submit a Proposal Submission prior to the Proposal Submission Deadline.

Each Proponent shall review all the RFP and Legal Terms and Conditions and shall promptly report and request Clarification(s) as required.

Following notification, the shortlisted Proponents shall not replace any project staff individual, as proposed in the EOI Submission, who does not possess comparable qualifications and experience as the individual who is being replaced. Failure to submit alternative project staff within 1 week of notification with an individual(s) with equivalent or better qualifications, as determined by MTO, will disqualify the firm to proceed with the competition for this Assignment.

**NOTE TO USER:** For above paragraph, consult with your Area Manager, ConstructionCE and/or Head, ConstructionRCE for applicability of use for your Assignment. The timing suggested to use is 5 business days after being notified of being the short-listed Proponent.

MTO will require the Preferred Proponent to confirm in accordance with the Conditional Award Letter, the firm's project staff availability by the date/time specified in the Conditional Award Letter. This Assignment will not be awarded to the Preferred Proponent, at the discretion of MTO, if the project staff being substituted is not equivalent to the project staff proposed in the Proposal Submission.

**NOTE TO USER:** For above paragraph regarding the "Conditional Award Letter", consult with your Area Manager, ConstructionCE and/or Head, ConstructionRCE for applicability of use for your Assignment. The timing suggested to use is two (2) business days after being notified of being the Preferred Proponent.

## Proposal Clarifications

The person identified as the Principal in the Transmittal Letter of the Proponent's Proposal will be MTO's primary contact for any issues/clarification, which arise during the procurement process.

MTO reserves the right to seek Clarification(s) and supplementary information relating to a Proponents' Proposal, after the Proposal Submission Deadline. MTO reserves the right to interview any or all Proponents to seek this Clarification(s).

In the event of a mathematical error or discrepancy in the Proponent's received completed Financial Proposal forms. MTO may request Proponents to resubmit the tables without changing the original Proposal Submission and/or Lump Sum Price.

The Proponent will be responsible to provide their written Clarification(s) within three (3) Business Days.

MTO reserves the right to accept or reject any written Clarification(s) submitted by a

Proponent. **The purpose of the Clarification(s) is not to alter the content of the original Proposal and/or Lump Sum Price.** The response received by MTO from a Proponent shall, when accepted by MTO, form the Proponent's Proposal.

If MTO receives information at any phase of the evaluation process which results in earlier information provided by the Proponent, deemed by MTO as inaccurate, incomplete or misleading, MTO reserves the right to revisit the Proponent's compliance with the requirements of this RFP and/or adjust the Technical and Management Proposal scores.

***NOTE TO USER:*** The Agreement Administrator has the option to include the requirement. The requirement for Proponents to make formal presentation at the ~~MTO area Regional~~ offices should be considered for complex assignments only.

## A.4 PROPOSAL SCHEDULE

The following schedule is tentative and may change at the discretion of MTO without financial consequences to MTO.

The anticipated schedule for the Request for Proposals phase is as follows:

Activity	Date / Deadline
RFP Distribution Date	<i>Insert Day / Date *****</i>
RFP Clarification Submission Deadline	<i>Insert Day / Date / Time i.e. 1:30:00 p.m. *****</i>
<b>Deadline for Proponents to submit a Bid Intent through the RAQS ESP e-tendering portal.</b>	<i>Insert Day / Date / Time i.e. 12:00:00 p.m. <u>on the Friday before the proposal submission deadline</u></i>
<p><b>Proposal Submission Deadline</b></p> <p><i>[NOTE TO USER: For all Procurements with a Procurement Value of \$100,000 up to \$548,699 must allow at least 15 calendar days.</i></p> <p><i>For all Procurements with a Procurement Value of \$548,700 or more, must allow at least 30 calendar days.</i></p> <p><i>For Procurements valued at \$548,700 or more, may reduce the posting period to 20)calendar days if issue a notice of Procurement more than 40 days in advance of the planned Procurement. A notice of Procurement could include, but is not limited to, a draft RFP or pre-release notice issued on the designated electronic tendering system.]</i></p>	<i>Insert Day / Date / Time i.e. 1:30:00 p.m. *****</i>
<p><b>Insurance Certificate</b></p> <p><i>NOTE TO USER: Insurance and WSIB certificates are to be obtained prior to execution of contract and not post award.</i></p>	<i>Date/time set out in letter to Preferred Proponent or Conditional Award Letter (if applicable)</i>
<p><b>Confirmation of your proposed project staff availability</b></p> <p><i>NOTE TO USER: Applicability to be confirmed with your <u>Head, Construction Regional Contracts Engineer</u> for your Assignment in your <u>Office Area Region</u>.</i></p>	<i>Date/time set out in letter to Preferred Proponent or Conditional Award Letter (if applicable)</i>
Anticipated Award Date	<i>Insert Day / Date *****</i>

Activity	Date / Deadline
Anticipated Assignment Start Date	<i>Insert Day / Date *****</i>

**NOTE TO USER:** See language for “conditional award” in Sections A.3, A.5, and 2.3.

**[NOTE TO USER:** Addendums modifying the terms of the RFP should not be posted within less than 1 week from “Proposal Submission Deadline”.]

All Proposal Submissions shall be valid for ninety (90) days following the Proposal Submission Deadline.

The Total Lump Sum Price(s) is valid for a period of ninety (90) days only unless all Service Providers explicitly agree to extend their Total Lump Sum Price(s) for a longer period. Otherwise, all Proponents may be requested to resubmit the Financial Proposal.

**NOTE TO USER:** The 90 days specified above must allow all the steps identified above to take place. In the case that the 90 days shown above is modified, the Proposal Form must also be changed to reflect the new number.

**NOTE TO USER:** Normally, Proponents will be assuming that they will be starting the work soon after the Anticipated Award Date. If the Service Provider has assumed this date as the start to the Project Schedule, and award does not take place within the allocated time frame, the Project Schedule submitted in the proposal will have to be modified prior to the execution of the agreement. A change to the Lump Sum Price may be negotiated with the Service Provider in case of a major delay in the start date.

## A.5 PROPOSAL EVALUATION PROCESS AND AWARD

The Proposal is to consist of two (2) envelopes as described in Section A.3. Envelope #1 will contain the Technical and Management Proposal and Envelope # 2 will contain the Financial Proposal.

Submission of an optional Innovation Proposal(s) shall be done in separate files from the base proposal. Each Innovation Proposal is to be submitted in two files;

- 1) A file containing the Technical & Management component which must be uploaded to Envelope 1
- 2) A file containing the Price/Financial component which must be uploaded to Envelope 2.

Upon receipt of each Proposal Submission, MTO will separate the two (2) envelopes. The Financial Proposals will remain sealed until the Technical and Management evaluations are completed.

Each Proposal Submission will first be examined to determine if it meets the minimum mandatory requirements as specified for this Assignment in this RFP.

A determination of non-compliance (omitted or unacceptable items) may result in disqualification of the Proposal Submission, in which case the Financial Proposal (Envelope #2) will be returned to the Proponent unopened. The Proponent understands and agrees that MTO may, if deemed necessary, verify any information provided in its Proposal Submission. It must be clearly understood that if there is any evidence of misleading or false information having been given, MTO may, in its sole discretion, reject the Proposal Submission.

If a Proposal Submission does not meet the Technical and Management requirements (i.e., scored below the Minimum Score as described in Table 1), the Proponent will be disqualified.

Where the results of the Technical and Management Proposal evaluation indicate an acceptable Proposal Submission, the Financial Proposals pertaining to that submission will be opened. The Financial Proposal (Envelope #2) of the qualified Proposal Submissions will be examined to confirm mandatory requirements (i.e., has the information been submitted in the manner specified in Section 8) have been met. A determination of non-compliance may result in the disqualification of the Proposal Submission from further consideration.

**The qualified Proposal Submissions will be evaluated based on a weighting of 65% for the Technical and Management Proposal, 25% for the Proponent's Corporate Performance Rating (CPR) and 10% for the Proponent's Lump Sum Price. Each of the criteria indicated above are rationalized out of 100 points, multiplied by the relative weights and summed to provide an overall scoring for each Service Provider.** The selection is on the basis of overall score and ranking. Prior to signing the Agreement, any additional clarifications required of the Proposal will

be resolved with the Preferred Proponent.

The award of an Assignment to the Preferred Proponent is subject to MTO's approvals. The acceptance of a Proposal Submission and the award of this Assignment will be only be made in writing. The Preferred Proponent will be required to enter into and duly execute a written contract, the Agreement, with MTO in the form attached hereto or referenced herein within 7 Business Days or such longer time period as is referred to in the written notice given by MTO that the contract is ready for execution.

In the event that the Preferred Proponent fails to enter into and duly execute the written contract within the prescribed time, MTO reserves the right, at its sole discretion, exercising reasonably, to award the Assignment to another Proponent, not to accept any proposal, or to call for a new Proposal, and the defaulting Proponent shall be liable for all losses, damages, costs and expenses (including consequential losses and damages, and legal fees on a solicitor and client basis) suffered or incurred by MTO as a direct or indirect result thereof, including but not limited to any increase in the price of performance over the price submitted by the defaulting Proponent in its Proposal.

MTO will consider all Proposals as confidential. MTO will, however, have the right to make copies of all Proposals received for its internal review process. Any innovative ideas expressed in any unsuccessful Proposal shall be considered proprietary to the respective Respondent.

In the event that any Proposal is not accepted, MTO will not be liable for any costs or damages incurred by any Service Provider including, without limitation, any expenses incurred in the preparation and submission of the Proposal.

The Ministry accepts no responsibility for any reason whatsoever, including computer system failures of either the Bidder or the Ministry Service Provider, if the Bidder is unable to submit its Bid before Tender Closing and the Bidder agrees that the Ministry shall have no liability for delays caused by internet/network traffic, degraded operation or failure of any computer system element, including, but not limited to: any computer system, power supply, telephone or data connection or system or software or browser of any type whatsoever.

It is the sole responsibility of the Bidder to ensure that it can access and exchange data with the Ministry Service Provider's computer systems electronically and that it allows sufficient time to successfully access and share data with the Ministry Service Provider's computer systems, having regard to the possibility of delays caused by internet/network traffic. Bidders are solely responsible to ensure that they plan their access to the Ministry Service Provider's computer/servers, so that the Bidders can reach the Ministry Service Provider's computers/servers before Tender Closing.

It is the Proponent's responsibility to understand the Services and Deliverables to be provided to meet the commitments to the requirements for this Assignment.

Following receipt of the Conditional Award Letter, the Preferred Proponent will be required to fulfil the requirements of this letter by the dates and times specified in the letter.

Failure to submit the requirements of the Conditional Award Letter may result in disqualification of the Preferred Proponent prior to the award of this Assignment, and will authorize MTO to pursue conditional award with a different Proponent with no obligations to the Preferred Proponent by MTO.

**NOTE TO USER:** For the above two paragraphs regarding staff changes, consult with your ACE -Area Manager, Construction and/or RCE Head, Construction for applicability of use for your Assignment. The timing suggested to use is 2 business days after being notified of being the Preferred Proponent.

Each Technical and Management Proposal (Envelope #1) will be scored in accordance with the following relative weighting:

**NOTE TO USER:** The **scores** within the table below are for example purposes only. Edit the score to match your agreement. The Project Manager may specify Plans where obtaining a **Minimum Score** is mandatory. A submission not meeting the minimum score for the critical plans identified may be disqualified. **Minimum Scores** for individual plans are only to be used for critical plans as determined by the Project Manager

**Table 1: Technical and Management Proposal Weights**

Plan	Maximum Score	Minimum Score
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0 = Not Acceptable

10 = Acceptable

**NOTE TO USER:** For Contract Administration Assignments, select the required minimum score between 30% and 50% as appropriate.

**NOTE TO USER:** Where the Contract Administration Assignment uses 50% as a minimum score this should be clearly identified to Proponents and the above noted line may be modified to suit.

### **Debriefing Process**

According to the Ontario Public Service Procurement Directive, for all Procurements with a Procurement Value of \$25,000 or more, Ministries must ensure that all unsuccessful Proponents who participated in the Procurement are offered an opportunity for a debriefing. Proponents have a right to a debriefing only after the executed Agreement between the Preferred Proponent and MTO has been signed.

Once the Agreement has been executed, MTO, when requested, will debrief each Proponent at MTO's date and time of preference, relative to each Proponent's Proposal evaluation results for the EOI Proposal Submission or the RFP Proposal Submission. EOI Proponents not shortlisted for the RFP process will only be debriefed for their EOI Proposal Submission.

**NOTE TO USER:** MTO Project Managers can follow the [Ontario Public Service Procurement Directive](#) requirements as guiding principles when scheduling and conducting debriefing meetings.

## A.6 THE SERVICES AND DELIVERABLES

### **Web-Based Contract Management Services (WBCMS)**

#### **DEFINITIONS AND INTERPRETATION**

The term “contract data” in this section means (construction) Contracts and CA agreement data.

Web-Based Contract Management Services (WBCMS) means a browser-based solution that provides an electronic means to record, collect, transmit and store “contract data”.

Any reference in the Contract Documents or elsewhere in MTO documents (including but not limited to the CAITM, this RFP/RFQ) to “Owner Standard Form” or “PH-CC” shall be deemed to mean the electronic equivalent of that form within WBCMS.

The words “write”, “notify”, “submit”, “issue”, “provide”, “execute”, “report”, “give”, “furnish”, “return”, “apply” and their variations, and other words referring to a communication from the CA to the Contractor or MTO, shall mean the word “electronically using WBCMS” (e.g., “writing electronically using WBCMS”, “notify electronically using WBCMS”).

When administering “contract data”, references to the term “Service Provider” in WBCMS shall mean the “Contractor”.

#### **USE OF WBCMS**

WBCMS shall be used to manage the Services and all Deliverables (including deliverables specified in Section 3 and in the CAITM) for this Assignment.

WBCMS shall be used to administer “contract data”. After award of an assignment, work submissions of deliverables shall only be accepted by MTO through WBCMS.

WBCMS is replacing paper submissions therefore when the electronic equivalent record is available for use, as directed by MTO, it is mandatory to fill all necessary data fields and attaching a scanned paper version is not acceptable. When the electronic equivalent record is not available for use, the Service Provider shall complete and attach the MTO form, as directed by MTO, within WBCMS.

MTO will provide subscription information to the successful Service Provider, including purchasing instructions, at the time of award of the CA assignment.

The following requirements shall apply to the successful Service Provider:

1. The Service Provider shall not commence work under this Assignment until the minimum number of four (4) WBCMS subscriptions have been purchased.

2. Subscriptions cost \$1350 plus HST per user, per role, per year, and are valid for one (1) year from the date of purchase. There shall be no additional costs to MTO for using or accessing WBCMS.

3. The Service Provider shall ensure that at least one (1) subscription is in place for each of the four (4) roles within five (5) Business Days of notification. Subscriptions shall be and maintained continuously until all Services and Deliverables are finalized to MTO's satisfaction.

The roles and responsibilities within WBCMS are defined as:

- External User Administrator – Administers subscriptions, user profiles and assigns staff roles. NOTE - This role does not require an annual subscription and cannot enter or review “contract data”.

- External CA Inspector Role – Enters “contract data” at the work location.

- External CA Records Creator (RC) – Enters and reviews “contract data” entered in WBCMS.

- External CA Records Reviewer and Approver (RRA) – Reviews and approves field and office data. Any user in this role can bind the Service Provider.

- Independent Auditor – Enters and updates the independent audit reports. Enters information and provides updates on milestones achieved.

1.4. The Service Provider shall agree to the WBCMS terms of service at the time of purchasing subscriptions, and abide by the terms and conditions for the duration of the Assignment's duration term.

5. The Service Provider shall purchase as required by the terms of the Agreement, renew the minimum number of four (4) subscriptions annually on or before the expiration date until all Services and Deliverables are finalized to MTO's satisfaction. n annual subscription for each user in a role for each awarded CA Assignment.

2.6. Failure to renew the annual subscriptions in a timely manner as required may result in further administration action.

3. The Service Provider shall maintain 1 Approval Role subscription until all Services and Deliverables are finalized to MTO's satisfaction.

4. Subscriptions cost \$1350 plus HST per user, per role, per year, and are valid for 1 year from the date of purchase. There shall be no additional costs to MTO for using or accessing WBCMS.

~~5.7.~~ It is the sole responsibility of the Service Provider to ensure that internet access is continuously available to all their users at the work location during construction operations. There shall be no additional costs to MTO for ensuring internet services are available at the work location.

~~6.8.~~ The Service Provider shall use web-browsers supported by Aurigo products such as Googleas Microsoft Edge, Google Chrome, Safari, and Fire Fox to access the system.~~Microsoft Internet Explorer 11 (IE11) as this is the MTO supported browser.~~

~~7.9.~~ The Service Provider shall record all activities using WBCMS and the information must be entered ~~on a daily basis~~. There shall be no additional costs to ~~MTO~~~~the Owner~~ for using or accessing WBCMS.

~~The roles and responsibilities within WBCMS are defined as:~~

~~8. Company User Administrator Role—Administers subscriptions, user profiles and assigns staff roles. This role does not require an annual subscription and cannot enter or review “contract data”.~~

~~9. Field Role—Enters “contract data” at the work location.~~

~~10. Office Role—Enters and reviews “contract data” entered in WBCMS.~~

~~11. Approval Role—Reviews and approves field and office data. Any user in this role has the ability to bind the Service Provider.~~

~~12. Independent Auditor Role—Enters and updates the independent audit reports. Enters information and provides updates on milestones achieved.~~

~~13.~~10. When the Contract Documents require the submission of multiple copies of a document, and the document is to be submitted using WBCMS, then only the electronic submission is required.

~~14.~~11. A document signed and sealed by one of more Engineer, Ontario Land Surveyor, Professional Geoscientist, or other professional licenced according to federal and provincial legislation shall be submitted electronically using WBCMS. In addition to the electronic submission, within five (5) Business Days of the electronic submission using WBCMS, an original signed and sealed copy of the document shall be submitted by hand or by mail to the Contract Administrator.

~~15.~~12. Submission of records using WBCMS shall be the legal equivalent of delivery of original signed documents or information by hand by an authorized representative of the Contractor or the Contract Administrator.

All costs and allowances of using WBCMS shall be incorporated in the Lump Sum Price for this Assignment.

~~Coordination with Specialist Inspectors—N/A~~

~~**[NOTE TO USER: Insert the following language to inform Proponents that they will have to coordinate with specialists not part of the CA team and include any additional details as required for your project.]**~~

For this Assignment, the CA shall coordinate with a ~~**[NOTE TO USER: Select the Specialist type and what the specialist's role (when not included in the CA assignment will be): Designer Specialist, MTO specialist, Retainer Inspector Specialist for the following work: ...]**~~

~~The CA shall monitor the work of the Specialist. The CA shall keep the Specialist informed of the Contractor's schedule to make sure they are available to carry out the necessary inspections.~~

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~~The CA shall check all records and/or reports produced by the Specialist to confirm that they meet the requirements of the CAITM, related CAITM amendments, the Contract Documents, and the Agreement. This information shall be used to confirm if any further action is required.~~

**CLAIMS REVIEW / DISPUTE RESOLUTION**

It is the Service Provider's responsibility to provide Contract Administration staff (Project Manager and Contract Administrator) during the term of the Agreement to support MTO for all Contractor requests (Information & Compensation), and if necessary, the dispute resolution process (Adjudication & Claim). This shall be included in the total Lump Sum price for this Assignment as required. The travel costs, including accommodation shall be invoiced separately and in accordance with the Ontario Public Service Procurement Directive, when meetings with the Adjudicator are required.

Contract Administration staff (Project Manager and Contract Administrator) are required to have either successfully completed the MTO T131 – Advanced Claims – Dispute Resolution training (including refresher by December 31, 2020) or by July 1, 2021 have successfully completed the MTO T131 – Advanced Issues Resolution training to be eligible to bid on this Assignment.

## Section 1: Technical Standards and Specifications

This Assignment shall be carried completed in accordance with the:

1. Requirements outlined in this Assignment's RFP.
2. MTO Directives, standards, codes, specifications, policies, procedures, and memoranda.
3. Most recent versions of the Construction Administration and Inspection Specifications (CAIS), as available prior to the Quotation Submission Deadline. When the CAIS is not available, the Construction Administration and Inspection Task Manual (CAITM) shall apply.
- ~~2. Most recent edition\* of the Construction Administration and Inspection Task Manual (CAITM) and related CAITM Amendments, as available prior to the Proposal Submission Deadline.~~
- ~~3.4.~~ The Contract Documents (as defined in MTO's General Conditions).

In the event of any conflict or inconsistency between documents, documents with the most recent date shall prevail.

All CAITM references to "CAITM" shall refer to the "CAIS" when applicable.

~~\*Where the language in the CAITM Amendment (March 2018) Parts A and B supporting the elimination of “quality verification services”, will only apply for CA Assignments administering construction Contracts advertised after April 1<sup>st</sup> 2018.~~

## Section 2: Contract Administration Plan

The Contract Administration Plan shall include the terms of the Services, Deliverables as specified in this Section (A.6), the Records, Specialty Plan(s), and the Preferred Proponent’s Proposal.

### Notice to Proceed by CA process

Appropriate measures shall be taken by the CA to respond to Contractor Requests to Proceed in a reasonable and timely manner. If MTO deems that the CA is delaying the issuance of a Notice to Proceed, without justification, then MTO may not compensate the CA Service Provider for any extensions of time due to the delays related to the Request and Notice to Proceed. If the Contractor submits a Compensation Request for delays due to the Notice to Proceed process, MTO will investigate the issue in accordance to MTO policy.

### Restrictions on Bidding Eligibility for this Assignment (- N/A)

**NOTE TO USER:** When this RFP will be used to procure the services of a Contract Administrator for a Design-Build Assignment, please use the **Restrictions on Bidding Eligibility for this Assignment** paragraph below in addition to the proposed wording in **Section 9.1**. If not applicable to your Assignment, delete the paragraph accordingly.

For the purpose of this Proposal, the prime design Service Provider that is under contract with the Design-Builder for this Assignment is restricted from submitting a Proposal.

The following firm is restricted from submitting a Proposal for this Assignment:

- *Enter the name of Firm if applicable*

It is the responsibility of other Service Providers, not identified in this Section, to disclose any Conflict of Interest as detailed in this RFP’s Section 9.1 and the Legal Terms and Conditions requirements.

## Technical and Management Proposal

Proponents shall provide, **as a primary component of the response**, the details for each of the following Plans and Tables as part of the proposal. The Proposal shall identify how the Proponent will undertake these components with the proposed staff using the **most recent edition of the** Construction Administration and Inspection Task Manual (CAITM), and related CAITM Amendments and the applicable responsibilities in



the construction Contract between MTO and the construction Contractor.

## 2.1 Staffing Proposal

Proponents shall provide on-site staff in such numbers and duration that it deems necessary to fulfill its obligations for this Assignment.

Proponents shall provide in narrative form, an explanation of the following information as evidence of the professional analysis conducted by the Service Provider at the Proposal phase to establish the appropriate and sufficient number of field staff assigned to the administration of construction activities for the duration of this Agreement:

- (a) A time-based vertical bar chart which indicates, for definable interim phases of the Agreement, the stepped variation in the number of non-specialist field staff assigned (on the vertical axis) throughout the Term of the Agreement. **The vertical axis shall identify the individual staff member by name in order to associate the individuals with the number of proposed staff**; Timeframe shall be shown on the horizontal axis.

The vertical bar chart should stipulate that the ‘timeframe’ referenced on the horizontal axis of the vertical bar chart shall be in weeks (or, at a minimum, months). Also, should stipulate that specialty staff and services shall be included on the vertical bar chart.

- (b) A statement based on the chart, which indicates the resulting arithmetic mean number of assigned field staff.
- (c) In support of the vertical bar chart in 1) above, and based on information defined in the capital contract package, provide a simplified horizontal bar chart which illustrates a best estimate of a contractor’s Schedule of Work. In this regard, the Service Provider is to include the major items and key components, along the vertical axis: *(Fill In: The required major items to be included in the Bar Chart are to be identified by MTO in the RFP Terms of Reference Document)* and illustrate the corresponding anticipated timeframe for start of construction and expected duration of each of the above noted major items and components along the horizontal axis.

Proponents are advised that the above noted simplified horizontal and vertical bar chart produced by the Proponent and included in its Proposal will, in fairness, not necessarily be considered as the basis for extra payment to the Service Provider in the event that there are any differences between this horizontal and vertical bar chart produced by the Service Provider and the construction schedule(s) produced by the construction Contractor. Proponents are advised that a purpose of including the requirement of producing the simplified horizontal and vertical bar chart is to demonstrate, to MTO, the Proponent’s level of understanding regarding the construction Contract and specified construction activities. Proponents are advised that the details indicated in the narrative shall match the simplified horizontal and vertical bar chart. Failure to do so may result in

| disqualification of the Proposal.

## 2.2 Succession Management and Training Plan

### (a) Background

Proponents, are responsible for recruiting and training qualified candidate staff for CA Assignments. MTO, however, recognizes its own interest in developing a sufficient pool of qualified individuals to provide expertise in the area of highway design and construction. As a means of providing limited assistance to the industry in this area, MTO is prepared to consider providing, within the competitive Lump Sum Price, and within strict criteria and limitations, an amount targeted to induce Proponents to recruit and train new candidates in the transportation infrastructure industry.

### (b) Scope of Work

The Proponent shall provide in the Proposal a narrative that describes the Proponent's project-specific staff development initiative. The Plan will be scored on the basis of the possible points as shown in Section A 10. The initiative described in the Plan shall consist of the following:

- Proposed technology-related development opportunities for XX entry-level individual(s), in the following specialty area: XX and related Contract Administration activities.

The criteria for the Sub-Plan/Developmental Assignments are as follows:

- Shall be considered full-time (up to 55 hours per week) for the duration of the assignment.
- Shall not involve promotion or development of staff already employed by the Respondent Service Provider.
- Shall be in addition to the requirements of the Staffing Sub-Plan, but must demonstrate measurable and practical contribution to the work of the assignment.
- Must be estimated and budgeted strictly within the original Lump Sum Price submitted at the RFP procurement phase.
- Shall not under any circumstances be considered for additional costs related to Addendum activities, but may nevertheless participate in such activities at the discretion of the Project Manager.

Respondents are cautioned that this assignment **does/does not** warrant inclusion of an Assistant Contract Administrator as part of either the Staffing Sub-Plan, or the Succession Management and Training Plan, and such will generate no additional credit in the RFP evaluation.

### (c) Developmental Staff Qualifications

Must meet the usual initial qualification requirements of the Respondent Service Provider for entry-level technology recruits, and for Technical Support Staff – Junior as described in Section 3 of the RFP.

#### (d) Services and Deliverables

- An initial information package identifying each subject individual with resumes and pertinent background information.
- A monthly narrative, prepared by the Project Manager for submission directly to the ~~Area Contracts Engineer~~Area Manager, Construction, which describes in detail the activities of each subject individual with respect to the applicable specialty area.
- A minimum of two (2) interim staff Performance Reports, prepared in accordance with the Respondent Service Provider's staff performance process, and copied directly in confidence to the ~~Area Contracts Engineer~~Area Manager, Construction, which focuses on the subject individual's demonstrated progress and performance in the area of specialization.
- A report from the Project Manager, prepared at the time, stating the corrective action which will be undertaken in the event of a Performance Report which indicates significant deficiency in individual performance, or a monthly report which suggests a lack of learning opportunity.
- A final Performance Report for each subject individual, prepared and submitted as described above, in confidence, at the time of the submission of the Final Package.

Proponents are cautioned that all activities related to the Succession Management and Training Sub-Plan will be the subject of the Service Providers Staff Performance Report, both at the interim and final stages of the assignment. Interim Performance Reports will be the subject of review by MTO. Deficiencies in individual or company performance, which are not timely corrected, could, where reasonably justified, result in termination of the Sub-Plan activity, and a financial credit to MTO.

### 2.3 Project Staffing for Assignment

*[NOTE TO USER: Edit the following positions for your CA Assignment after reviewing the latest CAITM requirements. Please note that the changes related to MTO Auditor General Action Plan recommendations may require your CA Assignment to include additional inspection hours and/or staff .]*

#### 2.3.1 Staff Qualifications and Credentials

The Contract Administration staff credentials and qualifications required as described throughout this document must remain in force until final submission of the Services and Deliverables for this Assignment.

The Proponent's staff shall include the names, position titles and resumes of all staff to fulfill the requirements of the Assignment.

Organisational Chart - The Proposal shall include an organizational chart for this Assignment, indicating all staff / organizations / MTO, and their reporting relationships.

The Proposal shall explain how all the Services, Deliverables, and Record Documents for the project will be achieved with the proposed staffing. It is important to relate each person's experience, qualifications and certifications to the requirements of the RFP, and their assigned duties.

In addition to Section 4.8 of the Legal Terms and Conditions, the Service Provider is responsible for ensuring availability of proposed staff in the Proposal Submission for the Term of the Agreement for this Assignment.

All references and contact information for the staff's past experience should be current and accurate. The duration for each referenced project shall be included for all staffing positions.

Staff changes by the Service Provider during the term of the Agreement shall require written approval from MTO, prior to any such change. The qualifications and experience of the proposed staff must be equivalent to or better, as determined by MTO, than the staff proposed in the Proposal. Failure to comply may result in the termination of the agreement in accordance to Article 14 of the Legal Terms and Conditions.

The Service Provider and Sub-Service Provider performing the Services under this Agreement shall be independent Service Providers which are not owned by, in whole or in part, or affiliated with, the construction Contractor, a construction sub-contractor or a supplier of construction material under the construction contract. This shall include Materials Field Testing Staff and Equipment Service Provider(s)/Sub-Service Provider(s).

It is the sole responsibility of the Proponent to include sufficient numbers of staff with the qualifications necessary for this Assignment.

Only the Proponents approved for the Registry, Appraisal and Qualification System (RAQS) Prime Specialty, as identified in the RFP Posting Notice, will be considered. In addition, Proponents must have their Core Plan and their Generic Category Plan registered for the "Construction Administration" Category.

Proponents shall include all costs associated to weekend work, night work, a six (6)-day work week in the Total Lump Sum Price to perform and deliver the Services for this Assignment. The Service Provider's weekend work, night work and a six (6)-day work week will not be considered for a change order/extra work for this Assignment.

Project staff changes shall require written approval from MTO, prior to any such change.

The qualifications and experience of the proposed staff must be equivalent or better than the staff proposed by proponents in the Proposal Submission at the discretion of MTO. Failure to comply may result in the termination of the Agreement for this Assignment.

**NOTE TO USER:** Consult with your Area Manager, Construction~~GE~~ for applicability of the above paragraph. This may be used for the RFP. If the above paragraph is not applicable, delete the paragraph and this “Note to User”.

As a requirement of conditional award, MTO will require the Preferred Proponent to confirm its project staff availability by the date/time specified in the Conditional Award Letter.

**NOTE TO USER:** For the above 3 paragraphs regarding staff changes, consult with your ~~ACE~~ Area Manager, Construction and/or ~~RCE~~ Head, Construction for applicability of use for your Assignment.

It is the Proponent’s responsibility to provide the staff (numbers and duration), unless indicated otherwise by MTO in this RFP, to fulfil its obligations for this Assignment.

MTO requires Proponents to submit names, qualification documentation, and resumes as specified for this RFP.

Proponents are required to maintain their designations during the Proposal Submission period and throughout the term of this Assignment.

OACETT designations include:

- RCCA: Road Construction Contract Administrator
- RCSI: Road Construction Senior Inspector
- RCJI: Road Construction Junior Inspector

Proponents shall include proof of certification / designation including a copy of the Annual Membership Card (if the card is not available at the time of the Proposal Submission, include other OACETT documentation that confirms the staff’s designation and certification) and shall be included in Envelope #1.

MTO will only consider any one of the following as the acceptable proofs:

- A photocopy of each individual’s 20XX annual membership card, or
- A photocopy of each individual’s RCCA/RCSI/RCJI approved application, dated no earlier than January 1, 20XX. or
- A photocopy of a written confirmation that the individual is in good standing with the RCCA/RCSI/RCJI designation requirements.

**[NOTE TO USER:** In accordance with MTO PCM #2018-03 (January 2018). Select if any of the following is applicable or not for your CA Assignment. Confirm this with your Area Manager~~C, Construction~~contracts Engineer (ACE) or Head, Construction~~Regional Contracts Engineer (RCE)~~. Delete language that is not determined to be necessary for your Assignment. To check availability of P.Eng. or EIT status, please refer to [PEO’s Directory](#).]

Professional Engineers, licensed by the Professional Engineers of Ontario (PEO), with the appropriate related work experience, are considered to be equivalent for this Assignment, to OACETT's Road construction Contract Administrator (RCCA), Road Construction Senior Inspector (RCSI) and/or Road Construction Junior Inspector (RCJI) designations.

Engineering Interns (registered as such with PEO) with the appropriate related work experience, are considered to be equivalent for this Assignment, to OACETT's RCSI or RCJI designations.

Engineering Students (an undergraduate engineering student and/or a college civil engineering technician or technology student) will be allowed to perform the duties of the Junior Inspector, Assistance Junior Inspector or Checker for a period of up to 3 consecutive months per construction season during the Spring/Summer break only.

## Project Manager

The Project Manager's duties shall include:

- Taking full responsibility for the deliverables of this assignment.
- Managing timely resolution of issues.
- Timely and thorough analyses and recommendations to MTO for all matters including, but not limited to: Contractor Information and Compensation requests, Monthly Status Reports, Change Orders, Claims, Negotiations, Change Proposals, design and construction matters encountered on the construction contract and to resolve any resulting concerns (by the construction contractor, outside agency and/or public).
- Project coordination and management, quality management, cost control and management, schedule control management, etc.

The Project Manager shall have:

- Authority to act on behalf of the Service Provider.
- Proven ability to coordinate a multi-disciplinary team on projects of similar size and nature.
- Proven ability to work cooperatively and effectively with a wide variety of interests/authorities including property owners, different levels of government, utility companies and special interest groups as demonstrated on projects of similar size and nature.
- Proven negotiation, analysis, and decision-making skills to develop recommendations on complex matters and to resolve difficult issues.
- Familiarity with critical path scheduling.
- Successfully completed the MTO T131- Advanced Issues Resolution training prior to July 1, 2021.

**OR**

- Successfully completed the MTO T131- Advanced Claims – Dispute Resolution training and have attended the T-131A refresher prior to December 31, 2020.
- The Proponent shall include a proof of passing this training in Envelope #1. MTO will consider an official letter from MTO as proof. Omission of this requirement will result in disqualification of the Proponent's Proposal submission.

Additional experience requirements:

The Project Manager shall have:

***[NOTE TO USER: In consultation with the AGE Area Manager, Construction and/or RGE Head, Construction, select the appropriate Option for your assignment. Delete the 'Note to User' after selection the appropriate language shown in each Option. Note: there are no additional requirements for Option a Low Complexity CA Assignment.]***

Option #1: Medium Complexity Assignment



- Demonstrated construction Project Manager experience for a construction season on 2 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

**OR**

- Demonstrated Contract Administrator experience on 3 or more similar MTO or municipal projects with at least 1 having a value of no less than \$XX,000,000.

Option #2: High Complexity Assignment

- Demonstrated construction Project Manager experience for a construction season on 4 or more similar MTO or municipal projects or equivalent with at least 2 having a value of no less than \$XX,000,000.

**Contract Administrator**

The Contract Administrator is responsible for administering, on behalf of MTO, the terms of the construction contract. The individual cannot be the same as the Project Manager.

The Contract Administrator shall have:

- Successfully completed the MTO T131- Advanced Issues Resolution training prior to July 1, 2021.

**OR**

- Successfully completed the MTO T131- Advanced Claims – Dispute Resolution training and have attended the T-131A refresher prior to December 31, 2020.

The Proponent shall include a proof of passing this training in Envelope #1. MTO will consider an official letter from MTO as proof. Omission of this requirement will result in disqualification of the Proponent's Proposal submission.

The Contract Administrator shall be certified by OACETT for the Road Construction Contract Administrator (RCCA) designation.

Additional experience requirements:

The Contract Administrator shall have:

***[NOTE TO USER: In consultation with the ~~AGE~~ Area Manager, Construction and/or ~~RGE~~ Head, Construction, select the appropriate Option for your assignment. Delete the 'Note to User' after selection the appropriate language shown in each Option. Note: there are no additional requirements for Option a Low Complexity CA Assignment.]***

Option #1: Medium Complexity Assignment

- Sound knowledge of design standards, OPS Specifications, standard drawings, materials and methods associated with highway/freeway/ATM construction.
- Proven analytical, communication, and negotiation skills.
- Ability to interpret critical path schedules.

**AND one of:**

- Demonstrated Assistant Contract Administrator experience for 3 construction seasons on 1 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

**OR:**

- Demonstrated Contract Administrator experience for 2 construction seasons on 1 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

Option #2: High Complexity Assignment

- Sound knowledge of design standards, OPS Specifications, standard drawings, materials and methods associated with highway/freeway/ATM construction.
- Proven analytical, communication, and negotiation skills.
- Ability to interpret critical path schedules.
- Demonstrated Contract Administrator experience on 4 or more similar MTO or municipal projects or equivalent with at least 2 having a value of no less than \$XX,000,000.

**Assistant Contract Administrator (-N/A)**

*[NOTE TO USER: Discuss if this position is needed with your ACE Area Manager, Construction/Head, Construction ~~RCE~~. If not needed, delete this language in its entirety.]*

The Assistant Contract Administrator position is to provide training and developmental opportunities for staff that lack experience in the role of a Contract Administrator. The intent is to develop staff in the industry that will be able to assume the Contract Administrator role on future construction Contracts.

The Assistant Contract Administrator shall function as an additional Contract Administrator for this Assignment, working under the direction of a Contract Administrator. The Assistant Contract Administrator shall work on all aspects of administering a construction contract, including but not limited to:

- Assist with monitoring and calculation of production rates.
- Assist with monitoring compliance with and administering terms of operational constraints of the contract.

- Provide a leading role in monitoring compliance to commitments of and administering construction contract provisions regarding the contractor's Quality Control Performance Measures.

The Assistant Contract Administrator shall be on site full time while the contractor is working on the construction contract. If the construction contractor's work schedule includes day and night shifts then the Service Provider shall schedule the Contract Administrator and Assistant Contract Administrator's working hours such that at least one of the 2 positions are on site during each of the shifts.

The Assistant Contract Administrator shall be certified by OACETT for the Road Construction Senior Inspector (RCSI) designation.

Additional experience requirements:

The Assistant Contract Administrator shall have:

***[NOTE TO USER: In consultation with the ~~ACE~~ Area Manager, Construction and/or ~~RGE~~ Head, Construction, select the appropriate Option for your assignment. Delete the 'Note to User' after selection the appropriate language shown in each Option. Note: there are no additional requirements for Option a Low Complexity CA Assignment.]***

Option #1: Medium Complexity Assignment

- Knowledge of design standards, OPS specifications, standard drawings, materials and methods associated with highway / freeway / ATMS construction.
- Communication and negotiation skills.
- Familiarity with critical path scheduling.

**AND one of:**

- Demonstrated Assistant Contract Administrator experience on 1 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

**OR:**

- Demonstrated Senior Inspector or Office Person on 3 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

Option #2: High Complexity Assignment

- Knowledge of design standards, OPS specifications, standard drawings, materials and methods associated with highway / freeway / ATMS construction.
- Communication and negotiation skills.
- Familiar with critical path scheduling.

**AND one of:**

- Demonstrated Assistant Contract Administrator experience on 1 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

**OR:**

- Demonstrated Assistant Contract Administrator experience on 1 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.00.

**OR:**

- Demonstrated Senior Inspector or Office Person experience on 3 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.00.

**Technical Support Staff (-N/A)**

The qualification requirements of the Technical Support Staff are identified for each position. Any Technical Support Staff that holds a valid OACETT certification can perform the work of a position that indicates a lower level of OACETT certification with the following restrictions: that the person also meets any other qualification requirements of the lesser position and certification, that the rate of compensation for the work at the lower level of OACETT certification will be as indicated elsewhere in this RFP.

Inspectors performing construction inspection for workmanship must have sound knowledge of design standards, specifications, and materials associated with construction, Laws and Regulations including Environmental, Occupational Health & Safety requirements and their application in construction contracts.

**Senior Inspectors (-N/A)**

- Senior Inspectors shall be certified by OACETT for the RCSI designation.

Additional experience requirements:

The Senior Inspector shall have:

**[NOTE TO USER:** In consultation with the ACE Area Manager, Construction and/or RGE Head, Construction, select the appropriate Option for your assignment. Delete the 'Note to User' after selection the appropriate language shown in each Option. Note: there are no additional requirements for Option a Low Complexity CA Assignment.]

Option #1: Medium Complexity Assignment

- Demonstrated Asphalt / Grade / Structural Inspector experience on 2 or more similar MTO or municipal projects or equivalent.

#### Option #2: Medium Complexity Assignment

- Demonstrated Asphalt / Grade / Structural Inspector experience on 3 or more similar MTO or municipal projects or equivalent.

#### **Junior Inspectors (-N/A)**

- Shall be certified by OACETT for the Road Construction Junior Inspector (RCJI) designation.

#### **OR**

- MTO will consider individuals that do not currently have the necessary OACETT RCJI designation under the conditions that the trainee is a new OACETT Applicant, a training plan is established and MTO takes a setoff.

#### **OR**

- MTO will consider individuals that can demonstrate current status as university or community college student enrolled in an engineering or construction program.

#### **Office Person/Inspector (-N/A)**

The individual for the Office Person / Inspector shall perform the duties of both positions, as necessary. The Office Person duties shall be those typically performed by an Administrative Assistant in an office environment. The efficient functioning of the field office is a key component of the Contract Administration activity. The field office functions as a communications and records centre in support of the Contract Administrator, the Project Manager, and other field staff. The individual in the office position must (in addition to the normally expected paperwork, communication and organizations requirements and the ability to meet deadlines independently and under pressure) be generally familiar with field construction activities.

The Office Person / Inspector shall be:

- Certified by OACETT for the RCJI designation.
- Possess the ability to meet deadlines independently and under pressure.
- Familiar with field construction activities.

#### Additional experience requirements:

The Office Person / Inspector shall have:

**[NOTE TO USER:** *In consultation with the ~~ACE Area Manager, Construction~~ and/or ~~RGE Head, Construction~~, select the appropriate Option for your assignment. Delete the 'Note to User' after selection the appropriate language shown in each Option. Note: there are no additional requirements for Option a Low Complexity CA Assignment.]*

Option #1: Medium Complexity CA Assignment

- Demonstrated Office Person experience on 2 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

**OR**

- Demonstrated Senior Inspector experience on 2 or more similar MTO or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

Option #2: High Complexity Assignment

- Demonstrated Office Person experience on 2 or more similar MTO projects or municipal projects or equivalent with at least 1 having a value of no less than \$XX,000,000.

**Senior Structural Inspector (-N/A)**

1. Senior Structural Inspector shall be certified by Ontario Association of Certified Engineering Technicians and Technologists (OACETT) for the Road Construction Senior Inspector (RCSI) designation OR be a member in good standing of the Professional Engineers of Ontario (PEO) and licensed to practice in Ontario.
2. Must have a minimum of \* years, successful experience, on similar or more complex structural construction projects within the last 10 years, in Ontario or similar jurisdictions in Canada or USA, in a similar role as a Senior Structural Inspector, or Structural RCSI, or Structural Engineer.
3. Possess knowledge of current provincial standards available in the MTO Technical Publications site
4. For rehabilitation projects, successful experience inspecting concrete removal, refacing and local repair of concrete, on \* similar or more complex structures within the last 10 years in Ontario or similar jurisdictions in Canada or USA, in a similar role as a Senior Structural Inspector, or Structural RCSI, or Structural Engineer .
5. In addition to the requirements above, the Senior Structural Inspector shall also have knowledge in the theory of structural design, structural behaviour and structural stability.
6. Resume to demonstrate their understanding of the role, expertise in the field, their project experience including a description of their role and references is required as part of RFP/RFQ submission.

**[NOTE TO USER:** *\* can change based on complexity  
For medium and high complexity projects: 5 years or more  
For rehabilitation projects: 3 projects and more for medium to high complexity projects.]*

### Electrical Inspection Staff (-N/A)

**[NOTE TO USER:** *Include High Mast Lighting, ATMS, Traffic Signal Inspection Requirements if applicable to the Assignment and delete as required below.]*

**[NOTE TO USER:** *NWR/NER may modify the electrical inspection and electrical tasks requirements to suit theirarearegional needs and Service Provider resources available.]*

Electrical Inspection support staff with the responsibility of conducting Electrical inspections and Electrical Tasks as described in the Contract Administration and Inspection Task Manual and as amended in this RFP shall be senior level technical support staff. In addition the electrical inspector shall have a valid Electrician Construction and Maintenance 309D license, or an Electrician, Construction and Maintenance 309A license at the time of the Proposal submission and throughout the duration of the Assignment. A resume, including a copy of the applicable license, is to be included in Envelope #1 to demonstrate that the electrician meets the licensing requirements.

**[NOTE TO USER:** *Confirm qualification details with your electrical project representative and ACE Area Manager, Construction.]*

Electrical Inspection staff with the responsibility of conducting electrical inspections and electrical tasks as described in the CAITM and in this RFQ/RFP shall have:

- a valid Electrician Construction and Maintenance 309A license
- a minimum of 5 years of work experience constructing, maintaining or inspecting highway lighting or traffic signals.
- a valid RCJI or RCSI **[NOTE TO USER:** *select appropriate designation) OACETT designation].* **[NOTE TO USER:** *Select OACETT/No OACETT requirements in discussion with your ACE Area Manager, Construction and your project electrical representative. MTO Electrical provincial office recommends that the electrical inspectors do not need to have any OACETT certification. If no OACETT requirements are required for this CA Assignment delete this bullet. ]*

*A resume, including a copy of the applicable license and valid proof of OACETT designation is to be included in Envelope #1 is required.*

Qualifications must be current and maintained for the duration of the assignment. Additional experience requirements may be specified for contracts requiring ATMS and/or high mast and/or traffic signal inspection requirements on medium and high complexity assignments, such as: ...

### ATMS Inspection Staff (-N/A)

General – ATMS Inspection Staff for Advanced Traffic Management (ATMS) Work:

- All ATMS inspection staff shall be employed to conduct ATMS inspections and ATMS tasks identified in the latest publication of the “MTO Construction Administration and

Inspection Task Manual”. All ATMS inspection staff employed shall be from MTO Vendor’s List in RAQS.

- 5 years qualifying experience and thorough knowledge of broadband fibre optics, co-axial and wireless communications design, implementation, maintenance and construction.

Specific – ATMS Inspection staff for Ramp Metering Subsystems (RMS) Work:

- 5 years qualifying experience.
- Successful completion of MTO’s 170 Basic Training Course and 170 Advanced Training Course for work involving 170 Traffic Controller.

**or**

- Successful completion of Level 1 and Level 2 of the International Municipal Signal Association (IMSA) Traffic Signal Technician Certification Program.

### **High Mast Lighting /Equipment Inspection Staff (-N/A)**

- Electrical Inspection staff for High Mast lighting equipment involving pole erection and modification work shall have a certificate of training from the manufacturer(s) for the high mast lighting equipment. The training and certification shall be obtained prior to the start of the inspection of the high mast lighting equipment.
- Electrical Inspection staff witnessing / inspecting the installation of High mast poles, equipment, luminaries, and footings shall be certified by the manufacturer of High mast Raising and Lowering Systems currently on MTO’s Designated Sources List.

### **Traffic Signal Inspection Staff (-N/A)**

Electrical Inspection staff inspecting traffic signals shall have 5 years qualifying experience and shall have successfully completed one of the following courses/programs within the last 3 years.

- International Municipal Signal Association (IMSA) Traffic Signal Construction Technician Level 2
- IMSA Traffic Signal Inspector Level 1
- ~~IMSA/MTO~~ [170 Advanced Training Course](#).



**-Specialty Plans (-N/A)**

**NOTE TO USER:** Insert Specialty Plan(s) as required. Some Draft Plans are available for customizing to a particular project: Cathodic Protection, Electrochemical Chloride Extraction (from Concrete), Structural Coatings, Concrete Girder Fabrication, Structural Steel Fabrication, Specialized Structural Inspection, Falling Weight Deflectometer Testing and Pavement Evaluation, Environmental Monitoring, Air Quality Monitoring, Landscaping, Rock Scaling, Traffic Management Monitoring and Community Liaison.

\_\_\_\_\_ *Specialist*

**Scope of Work**

In addition to the requirements as stated in Section 3, the XX Specialist shall provide the required technical input to XX. The XX Specialist shall undertake an appropriate level of field monitoring and coordinate the administration of XX necessary to administrate the Contractor's conformance to the Contract specifications and XX.

In addition, the XX Specialist shall XX.

**Specialist Qualifications**

The XX Specialist shall have education and experience commensurate with the XX requirements as described herein, possess a minimum of 5 years of demonstrated experience in the field of XX construction contracts of similar scope to this assignment. Inspection of civil works requires RCSI Designation. Skills shall include: XX.

**Services and Deliverables**

The Service Provider shall carry out XX Services in accordance with the contract Requirements and MTO's current directives, accepted standards, specifications, practices, policies and procedures.

The Service Provider shall submit a written detailed report on a monthly basis on a date concurring with a construction progress site meeting outlining XX Services undertaken. The report shall include XX.

During construction, the Service Provider shall XX. The Service Provider shall XX.

The Service Provider shall provide technical input into XX.

During Construction \_\_\_\_\_

**[NOTE TO USER:** Obtain the terms of reference from the appropriate functional office representative on the design team (i.e. structural, foundations, environmental, electrical and geotechnical). Ask the appropriate functional office team representative for the most current version of the terms that meets your CA Assignment project requirements.

*The Following should be considered for specialist staff and specialist plans:*

- *Structural steel fabrication and inspection*
- *Structural steel erection*
- *Concrete girder fabrication and erection inspection*
- *Concrete pre-cast deck/abutment fabrication and installation*
- *Environmental specialist*
- *Foundation specialist*
- *Rock hazard specialist*
- *Structural steel coating specialist*
- *Other as required*

*All specialist staff shall as a minimum meet the applicable OACETT requirements or P. Eng. Qualifications, or specific certifications as recommended by the functional office representative, and/or as industry resources are available in your RegionofficeArea.]*

#### **XXXXXXXXX Specialist Services**

The Service Provider shall employ or retain the services of a qualified XXXXXXXXXXXXX.

The XXXXXXXXXXX shall ... (insert Specialty Work Plan requirements).

Fill in: requirements.

~~**[NOTE TO USER:** The following generic terms of reference are recommended by the “Auditor General Recommendation # 5 – Elimination of Quality Verification services Working Group”. Consult with your functional design team representative(s) and RCE to confirm: 1. If a specialist is required for your assignment, 2. To include the terms to meet your project-specific needs depending on the resources available in your Region.]~~

~~**NOTE TO USER:** A Foundations specialist is only required for High Mast Pole bases and not for Luminaire pole bases.~~

~~Please specify the work for which the specialist is required to complete the services for and confirm that a specialist is not required for Luminaire pole bases.~~

## **FOUNDATIONS SPECIALIST SERVICES**

### **General**

~~The Foundations Specialist shall provide foundation engineering services to make sure that the construction of structure foundations and related earth/rock works are carried out in accordance with the Contract Documents. The Foundation Specialist shall report to the CA. The Foundation Specialist is required to provide inspections, liaison, technical assistance, support and reporting as required during and following the construction of the structure, foundations and related earth/rock works.~~

~~The Foundations Specialist shall liaise with the CA team, MTO Operations Office, MTO Structural Section and MTO Foundations Section and when requested by MTO, the design service provider. The Foundations Specialist shall be required to provide expert opinion and recommendations on the Contractor’s clarifications, change proposals and submissions related to foundations-related Work.~~

~~**[NOTE TO USER:** Project Specific scope of work shall be amended to reflect the actual scope of work for the Contract with the input from your regional Quality Assurance Section and MERO Pavements & Foundations Section representative.]~~

### **Project Specific**

~~In addition to ‘General’ requirements, the scope of the work shall be determined on a Project Specific basis and shall include the following:~~

- ~~● Shallow Foundations for Bridges, Culverts and Retaining Walls~~
- ~~● Deep Foundations for Bridges, Culverts and Retaining Walls~~
- ~~● High Stain Dynamic Testing (see Appendix I)~~
- ~~● Static Pile Load Tests~~
- ~~● Partial/Full Sub-excavations of Native Soils/Swamps for New Embankments~~
- ~~● Partial/Full Sub-excavations for Native Soils/Swamps Embankment Widening~~
- ~~● Dewatering~~

- ~~Placement of Embankment Fill Materials including Lightweight Fill Materials~~
- ~~Excavation Cuts in Soil or Rock~~
- ~~Foundation work as specified in special provisions or operational constraints (example: staged construction, preload durations).~~
- ~~Geotechnical monitoring (settlement, pore water pressure, lateral movement) required during and following construction~~
- ~~Ground improvement techniques (example: preload, surcharge, wick drains, rammed aggregate piers, shallow/deep soil mixing, grouting, rigid inclusions, etc.).~~
- ~~Earth/Rock Excavation Cuts~~
- ~~Tunnels~~

### Staffing and Qualifications

~~Foundations Specialist Services shall be sub-contracted by the CA Service Provider from the list of foundation firms registered and approved in MTO's Registry, Appraisal & Qualification System (RAQS) as Geotechnical (Structures and Embankments) specialty — “[NOTE TO USER: Check with Foundations Section]” complexity.~~

~~The Foundations Specialty Plan shall identify the name(s) of the person(s) responsible for the Foundations Specialist Services to be provided in this assignment. The Foundations Specialty Plan shall include a Foundations Specialist, a Foundations Engineer and the RAQS approved Key Contact as specified below.~~

~~The Foundations Specialist shall be a foundations Engineer, licensed in Ontario, with a minimum of 5 years of demonstrated experience in foundations engineering design and construction.~~

~~The Senior Foundations Engineer shall be an Engineer, licensed in Ontario, with a minimum of 10 years demonstrated experience in foundations engineering design and construction.~~

~~The Foundations Specialist's work shall be supervised by the RAQS approved Key Person and the Senior Foundations Engineer from the same firm, both as assigned for this project in accordance to the CA Specialty Plan.~~

### Foundation Specialist Services, Deliverables and Records

~~The Foundations Specialist shall:~~

- ~~Conduct a background review of the project, Foundation Investigation and Design Report relevant Contract Drawings and Contract Documents;~~
- ~~Visit the site [NOTE TO USER: insert frequency (weekly/daily) depending on the project] and be available on-call for immediate assistance to the CA as required during foundation construction;~~
- ~~Conduct visual monitoring of the materials and procedures;~~

- Identify and notify the CA of any quality control and quality assurance concerns, deviations, deficient or non-conforming work or other foundation-related non-compliance situations to the Contract requirements;
- Provide “front-line” interpretation for inquiries and clarifications for contract and site issues;
- Review questions and clarifications and provide immediate recommendations to the CA; and
- When required (upon discussion with MTO Operations), liaise with MTO Foundations Office and/or Designer to minimize delays to the overall construction schedule;
- Complete the milestone inspections [**NOTE TO USER:** insert other project-specific milestone inspection requirements as required] and submit inspection report(s) [**NOTE TO USER:** list the reports if known] in accordance to the latest CAITM/CAITM Amendment requirements; and
- All reports shall be issued by 2 Engineers, licensed in Ontario.

Written recommendations and communication records are to be provided in all cases to the MTO Foundations Office and MTO designer. All communications with MTO project team staff must be maintained and distributed in a timely manner. Any communication provided to MTO shall be submitted through the CA Service Provider and MTO Operations Office.

### **Foundations Specialist for High Strain Dynamic Testing**

*[NOTE TO USER: Only used if required in your project. If the design team determined this to be necessary for your assignment, this should be specified in the Deep Foundations construction specification. Consult with Foundations Section and Designer for confirmation.]*

### **Staffing**

An independent testing company with no corporate affiliation with the Contractor shall be sub-contracted to perform the high-strain dynamic testing. The independent testing company shall be registered and approved in MTO's RAQs as the Specialty: Geotechnical (Structures and Embankments – Medium or High Complexity).

High-strain dynamic tests shall be performed under the direction of an Engineer with at least 5 years of experience in high-strain dynamic testing and holding a proficiency rating at the Intermediate level or better for Dynamic Measurement and Analysis Proficiency Test as administered by the Pile Driving Contractors Association (PDCA). After December 31, 2020, the Engineer shall be required to hold a proficiency rating level of Advanced or better.

### **Services and Deliverables**

Prior to commencing high-strain dynamic testing, calibration certificates of all equipment used shall be submitted to the Contract Administrator. All equipment used shall be in good working condition, and shall have been calibrated within the last 2 years according

~~to ASTM D 4945 (Standard Test Method for High-Strain Dynamic Testing of Deep Foundations).~~

~~The location, sequencing and scheduling of the individual pile testing shall be proposed by the Contractor based on the purpose of the testing, and shall be submitted to the Contract Administrator.~~

~~High-strain dynamic testing shall be carried out at the end of initial driving on a minimum of 10% of piles in each pile group, rounded up, but no fewer than 2 piles; or as specified in the Contract Documents.~~

~~Additional high strain dynamic testing (i.e. restrike testing) shall be carried out during the retapping of piles, as specified in the Retapping Tests on Piles clause. Restrike testing shall be performed on a minimum of 10% of piles in each pile group, rounded up, but no fewer than 2 piles; or as specified in the Contract Documents.~~

~~Restrike testing shall be carried out no sooner than 24 hours after installation of the individual pile and at a time specified in the Contract Documents. If the hammer needs to be warmed up prior to performing a restrike, it shall not be warmed up by striking the intended test pile.~~

~~When piles are specified to be driven to a specified ultimate resistance, the specified ultimate resistance shall be determined using high-strain dynamic testing at end of drive (EOD). If the specified ultimate resistance is not achieved, retap/restrike should be conducted after sufficient time has passed to allow soil setup. The requirements for soil setup are as specified in the Contract Documents.~~

~~A preliminary report on the test results and its analysis shall be submitted to the Contract Administrator on the same day of the testing. The analysis shall be based on a closed-form solution (Case Method or approved equivalent) or signal-matching analyses (Case Pile Wave Analysis Program - CAPWAP or approved equivalent).~~

~~As a minimum, the preliminary report shall include:~~

- ~~a) Pile ultimate resistance and integrity.~~
- ~~b) Calculated driving stresses.~~
- ~~c) Transferred energy and hammer efficiency at the time of the test.~~

~~A final report shall be submitted to the Contract Administrator within 10 Days of the field testing. The final report shall include the following:~~

- ~~a) Results of pile ultimate resistance and pile integrity based on signal-matching analyses (CAPWAP or approved equivalent), hammer performance and comparisons with any applicable static load test.~~
- ~~b) Discussion and recommendations for soil setup/relaxation, and/or revised pile installation criteria.~~

~~e) An appendix shall be included containing the following documents:~~

- ~~i. Pile installation record~~
- ~~ii. Reference subsurface information (borehole record)~~
- ~~iii. Pile location drawing~~
- ~~iv. Initial calibration check by the test computer unit~~
- ~~v. Test set up geometry~~

~~The report shall be issued by 2 Engineers, licensed in Ontario, of the testing company, one of whom shall be identified as MTO's designated RAQS contact and one of whom shall have the required experience in high-strain dynamic testing and hold the required certificate of PDCA Proficiency Test.~~

## STRUCTURAL SPECIALIST SERVICES

~~**[NOTE TO USER:** The following are criteria suggested to trigger a discussion with you and your Structural project team office representative to confirm if your CA assignment needs the services of a Structural Specialist(s). In general communications with your functional structural team representative are encouraged even if your project doesn't fall within the suggested criteria.~~

~~Any accelerated construction techniques; Pre-fabricated bridge components (substrate and placement/erection of bridge elements); Major rehabilitation; Minor rehabilitation that includes some amount of complex work; New structures; New retaining structures and overhead sign support structures; Structure widening.~~

~~Specific tasks that a Specialist should witness:~~

~~Deck screen dry run; Bearing installation ; Concrete removals (depending on amount and location); Concrete placement (depending on location); Structural steel installation; Component erection; Steel repairs; Dowel installation in post-tensioned decks; Dowel testing; Near Surface Mounted (NSM) grouting/testing; Overlay placement; Fibre-reinforced plastic (FRP) Wrapping Installation; Joint grouting; Review of blast-cleaned existing steel before patching (consider a NACE inspector); Steel removals; Bolt installations.]~~

### General

~~The Structural Specialist shall provide services to make sure that all structural work is carried out in accordance with the Contract Documents. The Specialist shall report to the Contract Administrator (CA) and is required to provide inspections, liaison, technical assistance, support and reporting as required for structural work.~~

~~The services include:~~

~~**[NOTE TO USER:** Any of these specialty areas may be removed if they are not required]~~

- ~~• General Structural Specialist Services~~
- ~~• Structural Steel Inspection Services~~
- ~~• Precast Concrete Inspection Services~~

~~The Structural Specialist shall develop a Speciality Work Plan summarizing project-specific tasks in the format below.~~

<b>Operation: Specialty Work Plan</b>		
<b>Major Tasks</b>	<b>Deliverable Record(s)</b>	<b>Staff Name</b>
List major tasks associated with Structural	List associated Deliverable Record(s) for each	Provide name of person responsible for task and highlight experience for



<b>Operation: Specialty Work Plan</b>		
<b>Major Tasks</b>	<b>Deliverable Record(s)</b>	<b>Staff Name</b>
Specialist Services.	task.	this operation in resume.

~~**[NOTE TO USER: Project specific requirements shall be modified as necessary to reflect the actual work for the Contract with input from your regional Structural Section.]**~~

### **Services, Deliverables and Records**

~~Inspections must be carried out in accordance with the requirements of the current Construction Administration and Inspection Task Manual (CAITM), related CAITM amendments, Contract Documents, Contract Drawings, Standards and Specifications.~~

~~The Specialist shall liaise with the CA team, MTO Operations, MTO Structural Section and, when requested by MTO, the design service provider. The Specialist shall attend site meetings when requested by the CA and must be available on-call for immediate assistance to the CA.~~

~~The Specialist shall be required to provide expert opinion and recommendations on the Contractor's requests for clarifications, change proposals and submissions related to structural work.~~

~~The Specialist shall identify and notify the Contract Administrator of any QC and QA concerns, deviations, deficient or non-conforming work or other non-compliance situations. Written recommendations are to be provided.~~

~~The Specialist shall prepare Interim Reports for each field visit or installation operation outlining the Contractor's activities, inspection findings, and all field instructions given by the Specialist.~~

~~Prepare a Final Structure Specialist Services Report for each specialty area shall include all relevant details and photos and shall be submitted within 15 business days of completion of the contract. The report shall include/ reference the Interim Reports and should summarize the milestones of the Interim Reports, any problems that arose and the approaches/solutions used to resolve the problems. The Engineer(s) supervising the services shall affirm that the services have been performed satisfactorily and shall seal the Final Report. Two printed copies and an electronic copy (PDF format) of the Final Report shall be submitted to the CA.~~

~~Prior to any seasonal shut down period, the Specialist must provide an interim report outlining outstanding concerns, anticipated issues, and recommendations to the CA.~~

### **General Structural Specialist Services**

~~**[NOTE TO USER: This Section may be removed in its entirety if General Structural**~~

~~Specialist Services are not required.~~

### **Scope of Work**

~~[NOTE TO USER: The Project Specific Scope of Work shall be modified as necessary to reflect the actual work for the Contract with input from Quality Assurance Section, Operations and Structural Section representatives.]~~

~~The General Structural Specialist scope of work and tasks shall be fulfilled on the basis of periodic reviews and field visits. As a minimum, the Specialist shall visit the [site construction site or plant] in accordance to the CAITM requirements [on a weekly basis].~~

~~The Specialist shall attend the site during all critical operations identified in the Specialty Work Plan or by the CA.~~

~~[NOTE TO USER: Please specify if at the plant or construction site. And please specify frequency depending on the nature of the inspection.]~~

### **Terms of Reference**

~~[NOTE TO USER: The Project Specific Terms of Reference shall be modified to reflect the actual work for the Contract with input from Quality Assurance, Operations and Structural Section representatives.]~~

~~The General Structural Specialist services shall include but are not limited to the following:~~

~~Confirm, based on periodic reviews and field visits, that materials and processes used for structural items of work are in conformance with the Contract Drawings and the Contract Documents.~~

~~Conduct periodic field visits to review the Contractor's adherence to structural item requirements and Quality Assurance requirements related to structural works.~~

~~Provide expert opinion to the CA on structural items of work as requested.  
Review and provide expert opinion on the Contractor's proposals and submissions for all structural items of work.~~

- ~~• Coordinate Structural Steel Inspection Services and Precast Concrete Inspection Services.~~
- ~~• Witness the erection and bracing of structural components.~~
- ~~• Inspect fit-up, alignment and plumbness of structural components.~~
- ~~• Witness the field placement of concrete and closure pours for field cast joints.~~
- ~~• Contact the Structural Section during concrete removal when removal limits exceed those shown on the Contract Drawings (e.g. excessive removals)~~
- ~~• Sequence of removals is not as per design (e.g. for staged removals)~~
- ~~• Corroded or damaged rebar is uncovered~~

- ~~• Damage to existing components that are to remain (e.g. saw cuts in steel girders)~~
- ~~• Dowels installed incorrectly or in the wrong location.~~

### **Qualifications**

~~*[NOTE TO USER: The Project Specific Qualifications shall be modified to reflect the actual work for the Contract with input from Quality Assurance, Operations and Structural Section representatives.]*~~

~~The General Structural Specialist shall be an Engineer, licensed in Ontario, with a minimum 5 years of bridge engineering design and construction experience on relevant projects.~~

### **Structural Steel Inspection Services**

~~*[NOTE TO USER: This Section may be removed in its entirety if Structural Steel Inspection Services are not required.]*~~

### **Scope of Work**

~~*[NOTE TO USER: The Project Specific Scope of Work shall be modified to reflect the actual work for the Contract with input from Quality Assurance, Operations, and Structural Section representatives.]*~~

~~The Structural Steel Specialist scope of work and tasks shall be fulfilled during the erection of steel components on site. As a minimum, the Specialist shall visit the site daily during the erection of steel girders and installation of bracing components.~~

### **Terms of Reference**

~~*[NOTE TO USER: The Project Specific Terms of Reference shall be modified to reflect the actual work for the Contract with input from your Quality Assurance, Operations, and Structural Section representatives.]*~~

~~The structural steel erection inspection tasks shall include but are not limited to the following:~~

~~Confirmation of erector(s) certification(s) and personnel qualifications.~~

- ~~• Check that the installation procedures are in conformance with the Contract Documents (includes Contract Drawings).~~
- ~~• Check that the installation of the components is in compliance with approved installation procedures.~~
- ~~• Witnessing of the erection of main components.~~
- ~~• Inspection of fit-up, alignment and plumbness of structural components.~~
- ~~• Verification of grade, type, size and location of high tensile bolts.~~
- ~~• Confirmation of tensioning of high tensile bolts by the turn-of-nut method.~~
- ~~• Confirmation of compliance of field welding operations with approved welding procedure.~~
- ~~• Visual inspection of field welds.~~
- ~~• Inspection of surface preparation and touch-up painting in accordance with the Contract Drawings and Contract Documents.~~

**Qualifications**

~~*[NOTE TO USER: The Project Specific Qualifications shall be modified to reflect the actual work for the Contract with input from your Quality Assurance, Operations, and Structural Section representatives.]*~~

~~The Structural Steel Specialist shall be an Engineer, licensed in Ontario, with a minimum five years' structural steel fabrication and installation experience on relevant projects.~~

**Prestressed/Precast Concrete Specialist Services**

~~*[NOTE TO USER: This Section may be removed in its entirety if Prestressed/Precast Concrete Inspection Services are not required.]*~~

**Scope of Work**

~~*[NOTE TO USER: The Project Specific Scope of Work shall be modified as necessary to reflect the actual work for the Contract with input from Quality Assurance, Operations, and Structural Section representatives.]*~~

~~The Prestressed/Precast Concrete Specialist scope of work and tasks shall be fulfilled during the erection of prestressed/precast concrete components on site. As a minimum, the Specialist shall visit the site daily during the erection of prestressed/precast concrete components.~~

**Terms of Reference**

~~*[NOTE TO USER: The Project Specific Terms of Reference shall be modified to reflect the actual work for the Contract with input from Quality Assurance, Operations, and Structural Section representatives.]*~~

~~The prestressed/precast concrete girders, partial depth concrete deck panels and other precast components erection inspection tasks shall include but are not limited to the following:~~

- ~~• Inspection of all precast concrete elements for defects prior to their erection.~~
- ~~• Check that any defects found during shop inspection have been properly addressed and corrected.~~
- ~~• Check and confirm that the erection diagrams and erection procedures are in conformance with the Contract Drawings and the Contract Documents.~~
- ~~• Check and confirm that erection of the components is in compliance with properly validated (signed and sealed) erection diagrams and erection procedures.~~
- ~~• Witnessing of the erection and levelling of all precast concrete elements.~~
- ~~• Inspection of alignment, temporary bracing, seating, plumbness and levelling of all precast concrete elements.~~

**Qualifications**

~~*[NOTE TO USER: The Project Specific Qualifications shall be modified to reflect the*~~

~~actual work for the Contract with input from Quality Assurance, Operations, and Structural Section representatives.]~~

~~The Prestressed/Precast Concrete Specialist shall be an Engineer, licensed in Ontario, with a minimum 5 years of precast concrete fabrication and installation experience on relevant projects.~~

## **ELECTRICAL SPECIALIST SERVICES**

### **General**

~~The Electrical Specialist shall provide electrical inspection services to verify that all electrical work is carried out in accordance with the Contract Documents. The Electrical Specialist shall report to the Contract Administrator ( CA ). The Electrical Specialist shall provide inspections, technical assistance, support and reporting as required for electrical work.~~

### **Electrical Specialist Services, Deliverables and Records**

~~The Electrical Specialist shall make periodic inspections of the work, conduct inspections at the milestones and frequencies indicated in the CAIT Manual, and observe pre-installation and proof of performance testing and inspection conducted by the Contractor.~~

~~As a minimum, the Electrical Specialist shall visit the site weekly during electrical work. The Electrical Specialist shall liaise with the CA team, MTO Operations, the local MTO Electrical Coordinator; and, when requested by MTO, the design service provider. The Electrical Specialist shall provide expert opinion and recommendations on the Contractor's requests for clarifications, changes proposals and submissions related to electrical work.~~

~~The Electrical Specialist shall identify and notify the Contract Administrator in writing of any QC or QA concerns, deviations, deficient or non-conforming work or other non-compliance situations. The Electrical Specialist shall provide written recommendations to the CA for addressing the issues identified.~~

~~The Electrical Specialist shall prepare and submit interim reports for each field visit or installation operation outlining the Contractor's activities, inspection findings, and any field instructions/communication given by the Electrical Specialist.~~

~~For each electrical item that undergoes proof of performance testing and inspection the Electrical Specialist shall prepare and submit a signed inspection report verifying that the item has successfully passed the proof of performance testing and inspection. The signed inspection report shall be submitted within 48 hours of completion of the proof of performance testing and inspection.~~

~~**[NOTE TO USER:** The Project specific scope of work shall be amended as necessary to reflect the actual work for the Contract with input from the local Electrical Coordinator, Quality Assurance, Operations, and the Electrical Engineering Section.]~~

### **Qualifications**

~~The Electrical Specialist shall be an electrician with a valid Electrician Construction and Maintenance 309A license and 5 years of relevant work experience in the construction, maintenance, or inspection of roadway lighting or traffic signals. The Electrical Specialist shall have all required International Municipal Signals Association ( IMSA ) certificates and such certificates must be valid and in good standing with the IMSA.~~

~~The Electrical Specialist shall have the following additional qualifications for the following work:~~

#### ~~Traffic Signals Inspection~~

~~The Electrical Specialist shall have successfully completed one of the following:~~

~~International Municipal Signals Association (IMSA) Traffic Signals Construction or Field Technician Level 2 certification; or,~~

~~International Municipal Signals Association (IMSA) Traffic Signal Inspector Level 1 certification; or,~~

~~IMSA/MTO 170/332 Training Course~~

#### ~~High Mast Lighting Inspection~~

~~The Electrical Specialist shall have a certificate of training from the high mast lighting equipment manufacturer or from a manufacturer of high mast raising and lowering systems currently listed on the ministry's Designated Sources for Materials (DSM).~~

#### ~~Roadway Lighting Inspection~~

~~< New qualification requirement. The date of 2020 is set to give time for electrical inspectors to take this course >~~

~~The Electrical Specialist shall have successfully completed the IMSA Roadway Lighting Level 1 certification by July, 2020.~~

## **2.4 Materials Field Testing Staff and Equipment (-N/A)**

Required field testing shall be scheduled by the Service Provider so that it:

- Is carried out during the construction Contractor-scheduled lane closures.
- Coincides with the construction Contractor's operations, permitting proper testing and continuation of the work to the next level of the construction Contractor's operations without delay.

### **Tensile Bond Strength Testing**

*The Contract Administrator shall use a testing firm meeting the requirements of MTO LS-102, Section 6.12 and on the "List of MTO-Qualified Laboratories for Tensile Bond Strength Testing" which is available on the following site: [MTO Technical Publications site](#).*

*All supplies and materials required to carry out the Tensile Bond Strength Testing shall be supplied by the Contract Administrator. If traffic protection is necessary, the Contract Administrator shall coordinate with the Contractor.*

*Tensile Bond Testing shall be in accordance with OPSS.PROV 930 (Construction Specification for Structure Rehabilitation – Concrete Patches, Refacing, and Overlays), and MTO Laboratory Standard LS-430 (Test Method for Bond Strength by Tensile Load).*

*All locations designated by the Construction Administrator shall be tested. All calibration, correlation, measurements, calculations and reporting procedures shall conform to the requirements and procedures stated in the latest LS-430 (which refers to CSA 23.2-6B, “Determination of bond strength of bonded toppings and overlays and of direct tensile strength of concrete, mortar, and grout”).*

The Required field testing shall be scheduled by the Contract Administrator so that it:

- Is carried out during the construction Contractor-scheduled lane closures.
- Coincides with the construction Contractor’s operations, permitting proper testing and continuation of the work to the next level of the construction Contractor’s operations without delay.

### **Field Compaction Testing (-N/A)**

Where field compaction testing of earth and/or granular and/or cold in-place recycling is to be carried out using a nuclear moisture-density gauge, the operator of the gauge shall have been trained in the safe operation, transportation, and handling of the gauge. The registered owner of the gauge shall hold and maintain a valid radioisotope license for the gauge. The gauge shall have been calibrated within the last twelve (12) months, either by the manufacturer or other qualified agent, against certified density and moisture reference blocks. The certificate of calibration for the gauge shall be available for inspection. Technicians carrying out the field compaction test shall demonstrate their ability to measure density and calculate Quality Index (QI) of compacted lots.

### **Hot Mix Pavement Smoothness (-N/A)**

**NOTE TO USER:** *Option 1: This language is for Central and Northeastern Region offices Area. Delete Option 2 language.*

The Service Provider shall complete inertial profiler measurements in accordance with Standard Special Provision 103F31 (SSP) and MTO Laboratory Standard LS-296. Approved Service Providers for measuring pavement smoothness receive a letter from the MTO’s Bituminous section confirming their qualification to carry out the pavement smoothness measurements and placement on the MTO’s List of Inertial Profiler Approved for each Construction Season. High Speed Inertial Profilers shall be from the MTO’s list of approved High Speed Inertial Profilers for the current construction season. Profiler equipment operators shall be from the list posted on the [Technical Publications Website.RAQS Construction Contract Bulletin](#).

**NOTE TO USER:** *If SP 103F31 is included in the contract then the above service is required.*



The Profiler Operator shall measure the sublots that are designated by the Contract Administrator. All measurements and associated calculations shall be carried out in accordance with the procedures stated in LS-296. Traffic protection, if necessary, shall be provided by the Contractor and arranged by the Contract Administrator. All calibration, correlation, surface smoothness measurements, calculations and reporting procedures shall conform to the requirements and procedures stated in the latest LS-296 and the SSP for any PMD acceptable to the Owner for surface smoothness measurements.

All supplies and materials required to carry out the smoothness testing shall be supplied by the Profiler Operator.

XXX (x) mobilization(s) of the PMD to the construction site may be required.

**NOTE TO USER:** *Put in the number of mobilizations that will be expected. Most paving jobs will only have one mobilization. Staged construction may have more than one.*

MTO shall not be responsible for any costs incurred due to delays caused by inclement weather.

**NOTE TO USER:** *Option 2: This language is for West and Eastern ~~ern~~ RegionofficesArea. Delete Option 1 language.*

Surface smoothness measurements using an Inertial Profiler shall be provided by MTO through the designated Quality Assurance Laboratory.

The Service Provider is responsible for coordinating the inertial profiler measurements, in accordance with Standard Special Provisions.

### **Concrete Pavement Smoothness Testing (-N/A)**

**NOTE TO USER:** *Option 1: This language is for Central and Northeast~~ern~~ RegionofficesArea. Delete Option 2 language.*

**NOTE TO USER:** *1) Dependant on the version of OPSS 350 (or relevant SP modifying OPSS 350), the CA may be required to carry out:*

- ~~a) 10% audit testing using a California Profilograph or,~~
- ~~b) 100% smoothness testing by Inertial Profiler.~~

### **Review the contract document and insert either Option 1 or Option 2**

Option 1) Contractor required by Specification to complete smoothness measurement.

The Service Provider shall test approximately 10% of the pavement measured by the Contractor for smoothness measurement audit and shall compare test results as per the specification.

The Service Provider shall complete California Profilograph measurements in

accordance with OPSS 350 Construction Specification for Concrete Pavement and Concrete Base. Qualified Service Providers for measuring pavement smoothness appear on MTO's List of Approved Profilers, updated each Construction Season, and receive a letter from MTO's Concrete section confirming their qualification to carry out pavement smoothness measurements. Profilers and Profiler equipment operators shall be from the [Technical Publications Website-RAQS Construction Contract Bulletin](#).

Option 2 Owner required by Specification to complete smoothness measurement

The Service Provider shall test 100% of the pavement for smoothness measurement as per the specification.

The Service Provider shall complete inertial profiler measurements in accordance with OPSS 350 Construction Specification for Concrete Pavement and Concrete Base. Qualified Service Providers for measuring pavement smoothness appear on MTO's List of Inertial Profilers, updated each Construction Season, and receive a letter from MTO's Concrete section confirming their qualification to carry out pavement smoothness measurements. High Speed Inertial Profilers and operators shall be from MTO's list of qualified Service Providers for the current construction season. Both lists are posted on [Technical Publications WebsiteRAQS Construction Contract Bulletin](#).

General Requirements for either Option 1 or Option 2:

All measurements and associated calculations shall be carried out in accordance with OPSS 350 Construction Specification for Concrete Pavement and Concrete Base. Traffic protection, if necessary, shall be provided by the Contractor and arranged by the Contract Administrator. All calibration, correlation, surface smoothness measurements, calculations and reporting procedures shall conform to the requirements and procedures stated in OPSS 350 Construction Specification for Concrete Pavement and Concrete Base for any PMD acceptable to the Owner for surface smoothness measurements.

All supplies and materials required to carry out the smoothness testing shall be supplied by the Profiler Operator.

XXX (x) mobilization(s) of the PMD to the construction site may be required.

**NOTE TO USER:** *Put in the number of mobilizations that will be expected. Most paving jobs will only have one mobilization. Staged construction may have more than one.*

MTO shall not be responsible for any costs incurred due to delays caused by inclement weather.

**NOTE TO USER:** *Option 2: This language is for West and Eastern [Region Offices Area](#). Delete Option 1 language.*

The Service Provider shall review the Contractor's surface roughness measurements to

verify conformance with the Contract Documents and applicable Lab Standards.

In the event that the Contractor's measurements are to be verified, the Service Provider shall be responsible for coordinating the verification testing. This testing shall be provided by MTO through the designated Quality Assurance Laboratory and shall be in accordance with LS-293.

### **Concrete Pavement Dowel Bar Position and Alignment Measurement**

The Service Provider shall complete measurements of dowel bar position and alignment using equipment based on magnetic pulse induction (e.g. MIT Scan) in accordance with OPSS 350 Construction Specification for Concrete Pavement and Concrete Base.

The Service Provider shall measure the sublots that are designated by the Contract Administrator. All measurements and associated calculations shall be carried out in accordance with OPSS 350 Construction Specification for Concrete Pavement and Concrete Base. Traffic protection, if necessary, shall be provided by the Contractor and arranged by the Contract Administrator.

**NOTE TO USER:** *Insert only if OPSS 350 (or relevant SP) requires MIT Scan to be carried out by the Owner. Not required if MIT scan testing is carried out by the Contractor by specification.*

### **Well Testing/ Well Investigations (-N/A)**

In addition to CAITM requirements, the Service provider shall:

**NOTE TO USER:** *The ~~Regional Head, Construction Contracts Engineer~~'s Approval is required for the use of 1000 metres. Consider well investigations in areas where blasting, pile driving and deep cuts are expected.*

- Conduct well testing/investigations as per MTO Directive OPR-C-002 (see Appendix 2) and Water Resources Act Ont. Regulation 903/90.

**NOTE TO USER:** *Include the well testing documents when distributing the RFP. MTO directive OPR-C-002 and Water Resources Act Ont. Regulation 903/90.*

- All wells within a 500 (or 1,000) metres radius shall be tested.

The Service Provider shall be responsible for contacting the property owners, locating all wells, and making arrangements for required well testing and water testing, including bacteria, chemical and recovery pump tests, and informing respective property owners of testing results. The Service Provider shall receive and forward any correspondence from property owners regarding well claim issues to MTO Municipal and Client Services Office. **All such functions are considered normal regular duties performed by the CA and site inspection staff for this type of construction contract.**

The Service Provider shall be responsible for obtaining the services of **Licensed Drinking Water Testing Laboratories; and Licensed Well Contractor with Well Technician Licensed to conduct well recovery/yield testing**. Bacteria, chemical and recovery tests will be required for bacteria, chemical analysis and well recovery tests. The following test parameters include but are not limited to: for bacteria analysis – **Escherichia coli**; faecal coliform bacteria; total coliform bacteria; for chemical analysis – ph; total hardness; total alkalinity; calcium, magnesium, sodium; **potassium**; iron, manganese; chloride; sulphate; nitrate (**NO<sub>3</sub>-N**); nitrite (**NO<sub>2</sub>-N**), ammonia/ammonium **NH<sub>3</sub>-N**; conductivity; dissolved solids; suspended solids; tannin and lignins; and for recovery/yield testing: **static water level, rate of pumping, draw down vs. time data, residual drawdown, recovery vs. time water level data, recovered water level, well yield, specific capacity, visual appearance of discharge water and detection of odours**. The services of the Licensed Drinking Water Testing Laboratory and Licensed Well Contractor with Licensed Well Technician, including sampling, shipping and all testing as noted above, are required and form the basis of the \$/Test for Bacterial/Chemical/Recovery/Yield Testing in Form 8-4-A. All containers, labels for handling and shipping of samples shall be as per contemporary standards /analytical requirements.

Responsibility for damages to property owner’s wells or equipment are to be that of the tester.

The Service Provider shall be responsible for monitoring of wells during pre-construction, and, if requested, during post-construction. Post-construction testing will be compensated as extra work.

The Service Provider shall be responsible for locating all wells, obtaining all required containers, labels for handling and timely shipping of samples, for all administration functions and costs to meet these requirements.

**Approximately (X) wells are required to be tested. Sampling and testing shall be done in accordance with the Guidelines for Drinking Well Water Sampling and Testing in MTO Activities and yield testing will be done as outline in section 10 of Ontario Water Supply Wells – Requirements and Best Management Practices.**

Note: Guidelines for Drinking Well Water Sampling and Testing in Ministry of Transportation Activities are available in the [MTO online library](#) and Water Supply Wells – Requirements and Best Management Practices are available [online](#).

**A licensed “Well Technician” shall conduct all sampling for well testing and shall conduct recovery/yield testing.**

**Proponents shall include in its Proposal Submission the name of the:**

- **Licensed well contractor.**
- **MOECP Well Technician licensed to conduct recovery/yield tests (Class 4 Licence or Class 3 that specifically states they can perform yield testing).**

- **M~~O~~ECP Assistant Well Technician(s) licensed to conduct recovery/yield tests under the supervision of the above technician(s) in accordance with the regulatory requirements when proposed.**
- **Copies of valid current Well Technician Licence(s) and valid current Well Contractor Licence shall be included in Envelope #1.**

### **Public Information Plan (-N/A)**

*[NOTE TO USER: In consultation with your ~~AGE~~ Area Manager, ~~Construction/RCE~~Head, ~~Construction~~, confirm if a Public Information Plan is required for your Assignment.]*

This work is over and above the requirements specified in the CAITM (may or may not be required for particular Assignments).

The Service Provider shall notify the public, of the project by all of the following methods:

- Newspaper advertisement in the local newspaper, as identified by MTO, for 2 consecutive weeks prior to the commencement of the Project and 2 consecutive weeks immediately prior to the Project recommencing each Spring.
- Flyers indicating general project details to adjacent property owners.
- Meetings with individual property owners affected by the work.
- A public information session.

### **Post-Installation Pipe Inspection (-N/A)**

*[NOTE TO USER: Discuss with your ~~AGE~~ Area Manager, ~~Construction~~ as to how Post installation pipe inspection will be administered.]*

- The Service Provider shall submit a printed and an electronic copy of all inspection reports (as per Technical Services Requirements provided at start-up meeting) to the ~~Regional Area~~ Quality Assurance Section. The Contract Services Administrator and the ~~Regional Area~~ Quality Assurance Section shall receive a copy of all assessments, a copy of the Final Pipe Condition Assessment Rating, and a copy of the payment adjustment calculations.
- The ~~Regional Area~~ Quality Assurance Section shall be given 72-hour notice of all scheduled post-installation pipe inspections.

## 2.5 Contract Documents

### Purchase of Contract Documents:

Contract Documents, including any Addenda, can be purchased, using MTO's RAQS/MERX system (visit the website to register). An annual subscription is required to purchase the Contract Documents in an electronic format ~~or by an additional fee to obtain the Contract Documents in hard copy format.~~

Proponents will be responsible to obtain and print the construction contracts documents through MTO's RAQS/MERX system.

***NOTE TO USER:*** *“Availability of Contract Documents” below is used in Northeastern Region office Area. Consult with your ACE Area Manager, Construction and/or RCE Head, Construction to confirm if the section below is to be used in your office Region Area.*

### Availability of Contract Documents:

~~If the Contract Documents are not available in MTO's RAQS/MERX system before the Proposal Submission Deadline, the Contract Documents will be available for viewing purposes, by appointment only, during office hours (9:00 AM to 4:00 PM) at the following location:~~

~~Ministry of Transportation  
Northeastern Regional Area Office  
West Wing Building  
447 McKeown Avenue  
North Bay, ON P1B 9S9~~

~~For viewing information, contact NAME, Head Contract Services Section at 705-497-5474. If unable to view in person, requests for draft electronic versions may be entertained if available.~~

~~The Contract Documents will no longer be available for viewing at the above location once posted in MTO's RAQS/MERX system. Refer above for “purchase of Contract Documents”.~~

### Section 3: Deliverables

~~The Service Provider is responsible for providing the Services and Deliverables separately for each construction contract, and arranging and providing the field testing services noted in the Engineering Materials Field Testing Reference Table and as detailed in the most recent Construction Administration and Inspection Specifications (CAIS). If the applicable Construction Administration and Inspection Specifications are not available, the most recent edition of the Construction Administration and Inspection Task Manual (CAITM) requirements shall apply.~~

~~The Service Provider is responsible for providing the Services and Deliverables separately for each construction contract, as detailed in the most recent edition of the Contract Administration and Inspection Task Manual (CAITM) and related Amendments; and in the Technical Standards and Specifications, as detailed below.~~

#### 3.1 Engineering Materials Field Testing Services

The Service Provider is responsible for arranging and providing the field testing services noted in the Engineering Materials Field Testing Reference Table, and the most recent edition of the Contract Administration and Inspection Task Manual (CAITM) and related Amendments, as available prior to the Proposal Submission Deadline.

Field tests, other than those identified in Form 8-4-A, are considered part of the duties of site staff.

The Service Provider is to make an allowance and incorporate these costs in their Lump Sum Price.

Included as a task under Engineering Materials Field Testing, is the requirement that all samples of materials which MTO will test are delivered to the designated laboratory (as specified in the Contract Documents) in a timely fashion, in a suitable testing condition with proper identification and WHMIS labels and in accordance with applicable Dangerous Goods Legislation. MTO will provide the test results to the Service Provider upon their availability. The test results will be communicated to the Contractor within the timeframes specified in the Contract.

#### 3.2 Sample Storage and Delivery Services for Quality Assurance, Referee, and Other Testing

The requirements for the storing, handling, identification, and delivery of samples to the ~~Regional Area~~ Quality Assurance Laboratory, MTO ~~Materials~~ Engineering ~~Materials Research~~ Office (MERM) laboratory in ~~95 Arrow Road, Toronto Downsview~~, referee and other testing by MTO or MTO's agent shall be as detailed in the CAITM and CAITM Amendments, Contract Documents, and Special Provision No.199S57 (General Requirements of Samples for Quality Assurance, Referee, and Other Testing by the Owner or the Owner's Agent).

The Regional Area Quality Assurance Laboratory will be designated by MTO.

All samples shall be obtained in the presence of the CA or a designated representative. This includes where off site sampling or inspection locations are specified in the Contract Documents (eg. PGAC at hot mix plants, precast plants, etc.). Once samples are taken, the CA shall maintain custody of the samples and keep the samples in their presence at all times. Samples shall not be left unattended or in the care of the Contractor.

The Contractor shall be responsible to deliver concrete cylinders and grout cubes for strength determination, and bridge bearing pads, to the laboratory designated by MTO. The Service Provider shall be responsible to deliver all other material samples to the laboratory designated by MTO in such a manner as to protect the integrity of the samples. The samples to be delivered by the Service Provider include but are not limited to:

- Tack Coat quality assurance samples shall be delivered at the same time, in a condition suitable for testing, and within 2 Business Days of sampling.
- Shotcrete cores shall be delivered to a laboratory acceptable to MTO within 24 hours of coring.
- Precast concrete cores shall be delivered to the Regional Area Quality Assurance laboratory with the concrete mix design for the element within 24 hours of coring.
- Samples for 304F04 shall be delivered within 5 Business Days.
- Material Specification for Aggregates - Hot Mix Asphalt: Additional hot mix and aggregate samples taken for QA purposes, at the discretion of MTO, for Superpave 12.5FC1, Superpave 12.5FC1, SMA9.5, and SMA12.5 aggregates. These samples shall be shipped, no later than one (1) Business Day from the date of sampling to the MTO Soils and Aggregates section in MERMO.
- Sampling and Testing Sealant Compound.
- Concrete Bridge cores are to be transported in a safe manner to avoid damage to the cores. Each core shall be placed in a plastic bag, sealed to prevent loss of moisture. The cores shall be protected from extremes in temperature from the time they are removed until they are delivered to the Regional Area Quality Assurance laboratory. These cores shall be delivered to the Regional Area Quality Assurance laboratory designated by the Contract Administrator with a transmittal form and form PH-CC-433A of the concrete mix design for the element within 24 hours of coring.

Samples not mentioned in the above-noted list or the CAITM/CAITM Amendment, shall be delivered by the Service Provider within the time limits and locations specified elsewhere in the Contract Documents and/or in this RFP. If the time limits and/or locations for delivering samples are not specified elsewhere in the Contract Documents, then these samples shall be delivered by the Service Provider no later than \* Business Day(s) from the date of sampling to the Regional Area Quality Assurance Laboratory located within a \*\* km radius of the Contract limits or \*\* Name of the Quality Assurance Laboratory; or to the MTO ~~Materials~~ Engineering Materials Research Office (MERMO) laboratory in Toronto Downsview as specified in the Contract Documents.



**[NOTE TO USER:** *The user is to confirm these fillable areas by contacting the Regional Area Quality Assurance Section. These timelines should coincide with the SP199F57.]*

~~\* \_\_\_\_\_ in the maximum distance to the Regional Area Quality Assurance Fill in the Business Day(s).~~

~~\*\* \_\_\_\_\_ Fill laboratory.~~

**[NOTE TO USER:** ~~*In accordance with RCET recommendation: when for single year Contracts, consider providing the name of the QA Lab that will be used in this Assignment, for multi-year Contracts you may use the \*\* km radius only. Note: ACEC-ON Consulting Engineers of Ontario's preference is for MTO to specify the name of the laboratory to be used for each project for bidding purposes.]*~~

The Service Provider shall be responsible to deliver all samples in a suitable testing condition. Samples shall be thoroughly inspected immediately upon arrival by the laboratory. Samples lost, damaged (e.g. ripped bag, broken seals, cracked cores), contaminated, and/or delivered outside the timelines specified in the Contract Documents may be determined to be unsuitable by MTO.

The Service Provider is expected to meet MTO's CA Services and Deliverables timeline and quality requirements irrespective of the WBCMS setup.

The Service Provider shall report all samples deemed unsuitable for testing, by the laboratory or the owner (unsuitable samples), immediately as well as in their weekly/monthly status reports to MTO.

If MTO determines that the CA is not taking adequate care of samples resulting in repeated instances of unsuitable samples then MTO reserves the right to hold the Service Provider responsible for all costs, not to exceed \$500 per sample plus the Service Providers costs to witness the sampling and delivery of the samples, as a result of the unsuitable samples. These shall include costs associated with the Contractor obtaining new samples to replace unsuitable samples and the Service Provider's cost to witness the sampling and delivery of the samples to the appropriate laboratory.

**All costs and allowances associated to Sample Delivery Services for Quality Assurance, Referee, and Other Testing for this Assignment shall be incorporated in the Lump Sum Price as Specified in Form 8-5. Costs for sample delivery will be based on the actual number of trips taken.**

**In instances where the actual number of trips exceeds MTO's estimated number of trips, the Service Provider shall be compensated using the "Cost per Day per trip" as specified in Form 8-4-A for each additional trip.**

**In instances where the actual number of trips is less than MTO's estimated number of trips, the Service Provider shall only invoice for the actual number of trips taken. Invoices to MTO shall show costs for sample delivery as a separate**

**line entry for the weekly/monthly payments.**

### **3.3 Engineer-In-Training and Transportation Technician – (N/A)**

MTO currently maintains an Engineer-In-Training (EIT) and a Transportation Technician (TT) training program. As part of these training programs, EITs and/or TTs may be assigned to this Contract to be involved with various construction activities. This may include multiple EITs or TTs but only one EIT or TT will be working on this contract at a time for up to a six (6) month span. During this period, the EITs or TTs may spend some of their time away from the contract on other MTO activities.

The Contract Administrator is responsible to provide on the job training to the EIT or TT in accordance with the "On the Job Training Program". MTO will provide the "On the Job Training Program" package. MTO will pay for the salary and expenses of the EIT or TT. The EIT or TT, are not to be the part of the CA staffing plan.

### **3.4 Equipment and Supply**

The Service Provider shall, at its cost, provide equipment and supplies for the duration of the Assignment as described in the most recent Construction Administration and Inspection Task Manual and related addendum and as amended within this Agreement:

- The Assignment will require (X) field offices to be located within a **XX kilometre** radius of the contract limits for the duration of construction.
- Field offices will/will not be permitted in MTO Patrol Yards.
- The Field Office(s) is/are to include a furnished work area and a meeting area suitable to accommodate a minimum of twelve (12) attendees, all utilities and washroom facilities, in accordance to current Occupational Health and Safety Act requirements. The Service Provider must provide a sign at the field office location, clearly visible to the public that identifies the firm and phone number for the contact. In addition, a disposal bin for garbage removal shall be provided. All of the Service Provider's staff vehicles must have Service Provider identification clearly visible to the public identifying the Contract Administrator firm. Magnetic stickers are acceptable.
- Equipment commonly used on a field construction project including, but not limited to, drafting equipment, office equipment for the field office, photocopier, a computer with operating system and related software programs MS Word, MS Excel, MS Access, MS Project and MS Outlook compatible with current ministry applications. Also required are other similar products normally required of a contemporary construction field office such as scales, tapes, calculators, survey equipment, thermometers, safety equipment, office supplies of every nature and kind required for the efficient performance of the services including diary and other record books, non-specialized forms, stationery, janitorial supplies, packaging materials, sampling equipment, and computer disks and other incidental equipment considered to be normal "tools of trade".
- Primavera Scheduling software.
- Bentley InRoads and AutoCAD if required.

- At least one (1) telephone with speaker phone function, voice messaging, one (1) fax machine in the field office, one (1) scanner and one (1) cellular phone with voice messaging service for the use of the Contract Administrator; internet addresses, including all related hardware and software, and server connection for both main and field offices to enable e-mail communications for the duration of the Assignment.
- A digital camera (with date imprint feature), and a digital video camera for use by Contract Administration staff.
- Equipment commonly used by laboratory technicians including, but not limited to, safety equipment and clothing, calculators and incidental equipment.
- Nuclear testing equipment for compaction testing (if required).
- Equipment for half-cell surveys of bridges and covermeter (if required).
- Equipment for dowel pull testing (if required).
- Copies of applicable A.S.T.M. and C.S.A. standards.
- Copies of applicable publications and documents including CAITM and any others as referenced in this document.
- Copy of the Proposal, CCAA, and the RFP document available at the field office at all times;
- The Service Provider may provide additional equipment at his own discretion and expense, if deemed necessary for the satisfactory completion of the assignment all within the Lump Sum Price.
- **Other project specific equipment if required.**

**NOTE TO USER:** The language below applies to Assignments in ~~Eastern Region OfficeArea~~, if you wish to use this language, confirm applicability with your ~~Area Contracts Engineer~~ Area Manager, Construction.

### **GPS Co-ordinate As Constructed Data Collection Task**

**Note:** This task is in addition to the normal as constructed data required and identified elsewhere in this Agreement.

The work shall be performed by the person(s) identified by the Proponent in this Agreement. Payment shall be made by drawing upon the bank of allotted hours and at the rate identified by the Proponent in Forms 8-5/8-5-A of this RFP.

### **Project Scope**

Global Positioning System (GPS) co-ordinate location (i.e. Latitude, Longitude) shall be recorded for all existing and newly installed guiderails and culverts (including centreline, sideroad and private entrance), within the limits of this/these construction Contract(s). Feature attributes shall also be collected and digital photographs taken at each component site (photo numbers to be entered into the attribute table). This information is required to update and maintain MTO's asset management system.

- The GPS receiver used for this task must be capable of achieving a real-time positional accuracy of 3 metres or less.

- Data collection must be completed using ESRI ArcPad Software (Version 10) installed on the GPS unit.
- All co-ordinate and attribute data shall be submitted in ESRI shapefile format.
- MTO Geomatics Section will provide a shapefile templates and a guide to assist in data entry.
- GPS location information shall be referenced to NAD83 Geographic Coordinate System.
- To ensure proper condition evaluation and worthwhile photos, GPS data collection and digital photos shall be completed with no ice / snow cover.

The following components shall form the list of features requiring co-ordinate collection, with the location and/or the limits required.

All culverts (all types)	GPS co-ordinates shall be recorded at each invert,
All Guiderail (all types)	GPS co-ordinates shall be recorded at the beginning and end of each run, additional points shall be collected at intervals of 25m or less, or where bends in the run are evident, any permanent guiderail end treatments shall be included.

As the construction Contract progresses, other components not identified in the list may require co-ordinate collection. The location and/or the limits will be identified by MTO. Payment for the collection time for newly identified components will be made at the rate identified by the Proponent in their Proposal Submission.

As a minimum the evaluator must maintain attribute records as defined in the table below.

**Attribute Data:** As a minimum the evaluator must maintain attribute records as defined in the tables below (in addition to photo numbers). (Attributes may be subject to change).

### Culvert Collection

CVID	Additional Remarks	Channel Rating	Chainage
Highway Number	Comments	Roadway Settling Rating	Installation Year
Culvert Type	Water Course Present	Scour/Footings Rating	Barrel Material Rating
Culvert Diameter/Span	Direction of Flow	Head/Endwall Rating	Joint Rating
Culvert Rise	Fish Present	Location	Shape Rating
Length	Inspection Date	Purpose	Capacity Rating
Cover Depth	Evaluator	Standard Remarks	Embankment Rating

## Guiderail Collection

GUID	Highway Number	Guiderail Type	Length
End Treatment 1	End Treatment 2	Condition	Standard Remarks
Additional Remarks	Evaluator	Evaluation Date	Installation Year

The GPS Culvert Collection Guide & GPS Guiderail Collection Guide (Guides) will be provided to the Preferred Proponent. The Guides shall serve as reference material for details on data collection and condition ratings.

Each mapping submission must include a covering report identifying the type of GPS equipment used (i.e. make and model), the GPS accuracy specifications (for the equipment used), the geographically referenced co-ordinate system (NAD83), and a description of all abbreviations or codes used.

### Ministry Contact for this task:

Michael See  
Regional Area GIS Coordinator /  
 Geomatics Tel: (613) 547-1760  
 Cell: (613) 331-6063  
 Fax: (613) 545-4873  
 Email: [Michael.See@ontario.ca](mailto:Michael.See@ontario.ca)

Ministry of Transportation,  
 Eastern Office Area Region  
 1355 John Counter Blvd  
 Kingston, ON  
 K7L 5A3

### 3.5 Status Report

The Service Provider shall, within *three (3)* business days of the applicable time period covered by the weekly status report, submit a weekly status report directly to the CSA in addition to the monthly justification breakdown. The weekly status report (in a form acceptable to MTO) shall include a summary of the previous week's activities and a summary of the anticipated activities for the upcoming week. These summaries shall include breakdowns of staffing names, positions, hours and/or days worked / to be worked, as applicable to the details of Forms 8-5/8-5-A, and activities performed / to be performed by the individual within the weekly period. The weekly status report shall also include a breakdown of any Engineering Materials Field Testing performed from Form 8-4-A including the number of tests performed.

The Service Provider shall submit to MTO on a monthly basis a Monthly Status Report within 5 business days after the end of each calendar month from and after the Agreement Start Date. The monthly invoice and associated weekly and monthly breakdowns shall be reviewed and approved by MTO prior to payment.

**NOTE TO USER:** *Select the appropriate frequency of status reports.*

### 3.6 Project Specific Deliverables

The Service Provider shall carry out weekend and night time monitoring of signs/safety devices etc. In remote areas, monitoring to be reviewed in light of risks/costs, upon recommendation of the ~~Regional Head, Construction Contracts Engineer~~/Area Manager, Construction Contracts Engineer.

**NOTE TO USER:** Use this Section to add project specific deliverables required for this agreement.

- Weekly digital photographic record provided on compact disc
- Weekly digital video record provided on digital video disc
- Weekly diary sheets in PDF

**[NOTE TO USER: Please add the following portion to the Project Specific Deliverables section of all CA agreements for design-bid-build construction contracts.]**

In addition to the standard 2018 Contractor Performance Rating (CPR), the Service Provider will be required to also participate in a pilot CPR with a revised CPR system. It is expected that the pilot CPR will require the following additional administrative duties.

- Every month an evaluation will be required taking between 15 to 30 minutes to complete. Evaluation to be submitted to Owner upon completion each month.
- At the end of the Contract the Service Provider will have to complete the Quality portion of the rating which is very similar to what is required in the standard CPR
- Provide feedback on the pilot CPR to Owner as required

MTO will provide a copy of the new draft CPR Pilot (Excel file) at the start-up meeting. The pilot CPR will be for information only and not used in calculating the contractor's official CPR.

### 3.7 Time Sheets and Invoices

**[NOTE TO USER: User to add project specific requirements.]**

## **Section 4: Contract Administration Quality Control Plan**

### **General**

The Service Provider's Quality Control (QC) Plan shall become part of the Agreement. The Service Provider is fully responsible for the Quality Control (QC) of all Services.

The monitoring of Quality Control of all work shall be conducted by the staff within a Service Provider who has not been directly involved with that component of the work. A senior level staff (Auditor) within the Service Provider firm will be responsible to oversee the process of checking, resolve all problems, and that all provisions of the QC Plans have been adhered to and provide an audit report to MTO's Contract Services Administrator (CSA). During the Assignment at the dates agreed, and at completion, the Auditor shall certify that the approved Quality Control Plan has been duly executed.

### **Quality Control Plan Procedures**

Quality Control Plans have following three components:

1. Core Plan
2. Generic Category Plan
3. Supplementary Specialty Plan (project specific)

To meet the requirement of prequalification in the prime specialty, a Core Plan and Generic Category Plan must have been submitted and approved in RAQS prior to submitting a proposal. Firms who do not meet the QC Plan requirement shall not be considered.

The detailed requirements, templates and the submission procedures in RAQS for Core, Generic Category Plan(s), Supplementary Specialty Plan and the Milestone Quality Report are listed in the following Document: Consultant QC Plan Process - Procedures Guide, Contract Management Office, MTO (the latest version). This document is available on the RAQS website.

The quality control measures included in these plans must be adhered to throughout this assignment.

### **Supplementary Specialty Plan**

The Supplementary Specialty Plan is project specific and is submitted by the successful Service Provider. A Supplementary Plan outlines how the firm will administer Quality Control for the specific tasks in the assignment and meeting deadline dates.

The Service Provider is responsible for the timely submission of the Supplementary Specialty Plan and Milestone Quality Report(s) and any clarifications or additional

information requested by MTO's Agreement Administrator (CSA and/or ACE Area Manager, Construction).

The Service Provider is to submit within ten (10) business days following notification of award by the Ministry, a completed Supplementary Specialty Plan together with the completed template for the Specialty identified in the Posting Notice.

MTO's Agreement Administrator may accept the Service Provider's Supplementary Plan submitted or request clarification(s) or additional information, as warranted.

Failure to provide an acceptable Supplementary Specialty Plan within twenty (20) business days, of notification, may at the discretion of MTO result in the default of the agreement by the Service Provider. Only upon the acceptance of the Supplementary Specialty Plan by MTO Agreement Administrator shall the Service Provider proceed with the Assignment.

A senior level staff (Auditor) within the firm will be responsible to oversee the process of checking and resolving all problems. The firm is to adhere to all provisions of the QC Plan accepted by MTO.

During the term of the Assignment's term, the Service Provider's Auditor shall submit reports on quality control (Milestone Quality Report(s)) to MTO's Agreement Administrator, at the agreed upon dates and at completion. The Auditor is responsible to certify that the approved Quality Control Plan has been duly executed the Milestone Quality Report(s) are subject to acceptance by MTO's Agreement Administrator. MTO's Agreement Administrator may request clarification or additional information as deemed necessary.

The performance of the Service Provider will be tracked for its adherence to the accepted Quality Control Plan, any corrective measures instituted, timely delivery of Milestone Report(s) and follow up on clarifications or additional information requested by MTO's Agreement Administrator. The areas of conformance / non-conformance will be documented. It is the responsibility of the Service Provider to correct the areas of non-conformance within a specified date.

MTO may inform the Service Provider in writing to correct major violations of the Quality Control Plan. If after written notice, the major violations are not corrected MTO may at its own discretion issue an Infraction Report / sanction(s) or stoppage of work, until conformance is demonstrated or appropriate revisions to the plans are approved such that any additional work to obtain conformance shall not constitute a Scope Change.

Upon request, MTO shall be given access at any time to all records produced in the performance of the Services including inspection records, test results and testing facilities, and to conduct sampling, direct observation of testing as necessary to enable MTO to monitor adherence to the Quality Control Plans for Services.

The Service Provider shall be solely and fully accountable for the quality of the Services and Deliverables. MTO reserves the right to reasonably undertake to recover costs which



result from errors, omissions or other actions or inaction of the Service Provider pursuant to the Contract Administration of the Assignment

## Section 5: Occupational Health and Safety Plan

The Terms of Reference and the Preferred Proponent's Occupational Health and Safety Plan shall become part of the Agreement.

### 5.1 Terms of Reference

**NOTE TO USER:** *In accordance with Section 30 of the OHSA, MTO is required to determine whether designated substances are present on a project and prepare a list of all known designated substances that are present at the site. In preparing the RFP document, the anticipated work operations are to be reviewed, and a customized version of Section 11.5 included, listing the designated substances anticipated to be encountered during the performance of the Services.*

**NOTE TO USER:** *The Regional Area/District Occupational Health and Safety Officer should be involved in assessing the Service Providers OHS Plan.*

The Service Provider is to adhere to the requirements of all requirements of the RFP and Legal Terms and Conditions regarding Occupational Health and Safety.

Although MTO generally views engineering work as non-construction work for the purposes of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended ("OHSA"), MTO has been advised that some engineering work may be considered "construction" depending on the nature and extent of the work activities. MTO of Labour ("MOL") has indicated that in some cases, certain engineering work may constitute "construction" work for the purpose of the OHSA. The successful Service Provider is advised that it shall be required to review its work activities for compliance with the OHSA and applicable regulations. The contractor shall execute the terms of the Contract in strict compliance with the OHSA and the applicable regulations thereunder.

Proponents are advised to reference the latest version of the Ontario Traffic Manual Book 7 – Temporary Conditions, Office Edition for direction on traffic control.

In accordance with Section 30 of the OHSA, MTO has provided, appended hereto, a list of Designated Substances present in ministry workplaces.

### 5.2 Proposal Instructions

**NOTE TO USER:** *The OHS provisions below should be reviewed for applicability to the project in question. They are generally applicable to the services at construction sites, on/near highways, or in any situations where there are potential occupational hazards.*

The Service Provider will be responsible for meeting all of the obligations under the Occupational Health & Safety Act (OHSA) and all applicable regulations. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate the workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy; implement a comprehensive health and safety program to support the policy; and take every reasonable precaution to protect the health and

safety of workers.

The Service Provider shall:

- i) Provide advance notice of the proposed starting date and time, estimated duration, and location of the work to:
  - (a) The Contract Services Administrator, Name / Telephone Number.
  - (b) The ~~Area Contracts Engineer~~Area Manager, Construction, Name / Telephone Number.
- ii) Make reasonable efforts so that work does not start, or must stop, if another Service Provider is working in the area. An alternate schedule is to be worked out with MTO such that their work does not create hazards that impact another Service Provider.
- iii) Make reasonable efforts so that work is not carried out near or within the confines of a construction project without ministry approval and direction as to not implicate MTO as a constructor for the purposes of the OHSA.

**Proponents shall include as part of the Proposal Submission:**

- A signed Occupational Health and Safety Statutory Declaration Form (Form 5.3 of this RFP) certifying that the signatory fully understands and intends to fulfill its obligations as “employer” as prescribed in the Occupational Health and Safety Act (OHSA) and its regulations.

**The Preferred Proponent shall provide the following upon award and prior to commencing work:**

- A valid corporate Health and Safety Policy as prescribed in the OHSA. (Please note: The OHSA requirement to have an OHS Policy does not apply to employers with 5 or less employees.
  - A description of the hazards inherent to the work of this Agreement and a description of how these hazards will be managed in compliance with the OHSA and all applicable Regulations.
  - A description of what provisions it has put (or will put) in place for providing an adequate number of supervisors and that they all satisfy the definition of "competent" as prescribed in the OHSA.
  - An indication of whether a Preventative Maintenance Program for equipment is available (if required).

- A description of traffic control provisions, specific to the Agreement, which demonstrate that the Service Provider is aware of relevant traffic standards and their obligations and responsibilities under the OHSA for public and employee safety for this assignment.
- A description of what information and instructions shall be provided to employees such that all employees are informed of the hazards inherent in the Work and understand the procedures for minimizing the risk of injury or illness.
- Procedures for (i) responding to OHS issues identified by MTO; (ii) managing orders from Ministry of Labour (MOL); (iii) fulfilling MOL notification for critical injuries and fatalities; and (iv) notifying MTO of critical injuries/fatalities and MOL orders.
- A list of MOL orders that have been issued to the Service Provider within the past five (5) years and any conviction for OHSA violations if applicable.

Items a) through i) together shall constitute the Service Providers OHS Plan.

### 5.3 Occupational Health and Safety Statutory Declaration Form

In submitting this proposal, I/We, on behalf of \_\_\_\_\_  
(Legal name(s) of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

The above requirements do not apply to employers with 5 or less employees.

- (b) With respect to the services being offered in this proposal, I/we and our proposed Sub-Contractors, acknowledge the responsibility to, and shall:

(i) fulfil all of the obligations under the OHSA and make reasonable efforts so that all work is carried out in accordance with the OHSA and its regulations;

(ii) make reasonable efforts so that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and

(iii) provide information and instruction to all employees so that they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Authorized signing officer for the Service Provider)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Authorized signing officer for the Service Provider)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

Note: In case of a Joint Venture, signatures of all partners are required.



#### 5.4 Pipeline Crossing Requirements (-N/A)

All work within the Prescribed Area of the pipeline(s) of a company under the jurisdiction of the National Energy Board (N.E.B) will be reviewed for conflict. Work in the vicinity of this type of pipeline(s) must conform to the utility owner (in accordance with the National Energy Board Act (Section 112) and Pipeline Crossing Regulations (Parts 1 and 2)).

**NOTE TO USER:** Examples of pipelines under the jurisdiction of the N.E.B. include the Trans Canada Pipeline Limited plant and the Enbridge.

All Proponents are encouraged to take the free [pipeline awareness training](#).

#### 5.5 Rail Property/Right-of-Way (ROW) Requirements (-N/A)

The Service Provider is reminder that the construction Contractor shall be responsible for contacting railway authorities to schedule work near railway crossings. Work shall comply with regulatory, health and safety guidelines and by all applicable permits/legal agreements issued by rail authorities.

The Service Provider shall be familiar with the Grade Crossing Regulations (GCR), including but not limited to section 102, subsection 102 (2), and section 103.

The Service Provider shall include a standing agenda item: Notification of Railway Authorities in all project progress and start-up meetings.

Some railway company contacts are included below:

<b>Federal Railways</b>	
Freight	
Canadian National (CN)	514-399-3642
Canadian Pacific (CPR)	403-319-7709
Toronto Terminals Railway (TTR)	N/A
Essex Terminal Railway (ETR)	519-973-8222 ext 227
Goderich Exeter Railway (GEXR)	519-271-1337
Southern Ontario Railway (SOR)	905-777-0185
Ottawa Valley Railway (OVR)	705-472-2527
CSX	904-614-9246
Nippissing Central	705-472-4500 ext 319
Norfolk Southern (NS)	757-629-2869
Passenger	
Via Rail	514-871-6116
Capital Rail (OC Transpo)	N/A
AMTRAK	N/A
Essex Terminal Railway (ETR)	519-973-8222 ext 227
Goderich Exeter Railway (GEXR)	519-271-1337

Southern Ontario Railway (SOR)	905-777-0185
Ottawa Valley Railway (OVR)	705-472-2527
CSX	904-614-9246
Nippissing Central	705-472-4500 ext 319
Norfolk Southern (NS)	757-629-2869
<b>Provincial Railways</b>	
Freight	
Huron Central Railway (HCR)	705-254-4511
Trillium Railway	905-835-2772
Ontario Southland Railway (OSR)	519-471-9606
Arnprior and Nepean	613-623-0556
CANDO – Barrie Collingwood (BCRY)	519-637-8756
Passenger (Tourist Excursion)	
South Simcoe Railway	905-936-2877
York Durham Railway (YDHR)	905-852-3696
Port Stanley Terminal Rail (PSTR)	519-782-3730
Southern Ontario Locomotive Restoration Society (SOLRS)	519-572-8140
Freight and Passenger (Tourist Excursion)	
CANDO - Orangeville Brampton (OBRAG)	519-637-8756

It is the Proponent's responsibility to confirm with MTO, the legal requirements with the rail authorities for this Assignment.

Service Providers and their Sub-Service Providers working within any railway properties / right-of-ways must adhere to all terms of the legal agreement as signed by MTO and the respective rail authority. These requirements may include but are not limited to specialized training requirements and on-site reporting protocols.

All costs and allowances of abiding by the rail property/ROW requirements for this Assignment shall be incorporated in the Lump Sum Price for this Assignment.

**NOTE TO USER:**

- Obtain the legal agreement from the design team for the respective contract(s) and consider posting this legal agreement when this Assignment is being advertised in the public Posting Notice.
- CN Rail requires that all personnel working within CN property/ROW must obtain [Contractor Orientation](#) training. The CSA/[Area Manager, ConstructionACE](#) should post this requirement.

**5.6 List of Designated Substances in Ministry Workplaces**

Ontario Regulation 490/09 lists the following eleven Designated Substances: Acrylonitrile, Arsenic, Asbestos, Benzene, Coke Oven emissions, Ethylene Oxide, Isocyanates, Lead, Mercury, Silica, Vinyl Chloride. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.



Of the above, MTO is aware that Silica, Lead, Asbestos and Arsenic were widely used in highway and bridge construction in the past and may be present within the project limits. In addition, there is a possibility that Benzene may be present in certain coating materials (such as coal tar epoxy) or as a result from a spill or from contamination from an adjacent property.

The remaining Designated Substances are not likely to be encountered in typical construction or maintenance activities of MTO infrastructure. Acrylonitrile and Vinyl Chloride are in Acrylonitrile Butadiene Styrene (ABS) and Polyvinyl Chloride (PVC) materials but are not considered Designated Substances once they have been polymerized and therefore do not need to be identified.

In accordance to the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, Proponents are advised of the presence of the Designated Substances presented in the table below, to which the Service Provider may be exposed when working at the specified locations or while the specified work activities are being undertaken.

Designated Substance	Location or Work Activity

**NOTE TO USER:** The above table is to reflect the content of the corresponding table in the final SP 101F21M as completed by the designer responsible for this Assignment's Contract Documents. The below is a step by step procedure to retrieve the above table from CPS:

1. [CPS shortcut](#)
2. Click on menu 'List' and select sub-menu 'Work Projects'
3. Enter the GWP in 'Project #' or 'Contract #' and click on 'Refresh List'
4. Select the latest Type – COMP of the Project listed (see 'Last Updated' column)
5. Click on menu 'Work Project', sub-menu 'References' and select 'Standard Special Provisions'
6. Locate SP101F21 and select, on left 'Export' the document
7. Once opened, copy and paste the table into the RFP

## Section 6: Conflict of Interest

### 6.1 Conflict of Interest (Proposal Format)

Each Proponent must include in its Proposal, Section 6.2 or 6.3 and 6.4 provided in this RFP, to confirm that:

- a) The Proponent has no (actual or potential) Conflict of Interest with their Proposal or, if selected, with the contractual obligations under this Agreement. Where applicable, a Proponent must declare in its Proposal any situation that may be a conflict of by Section 6.2 or 6.3 and 6.4.
- b) The Proponent has no access to any “Confidential Information”. Where, “Confidential Information” is defined as the Confidential Information of the Crown (other than Confidential Information which is disclosed to the Proponents during this RFP procurement process). The Confidential Information is relevant to the Services required by this RFP, and the disclosure of which could result in prejudice to the Crown or an unfair advantage to the Proponent.

In addition, each Proposal shall include

- A list of name(s), address(es) and telephone number(s) of the person(s) who participated in the preparation of the Proposal (Section 6.4).
- A list of the name(s) of any former employees of the Ontario Public Service, their job classifications and the particular ministries where these individuals were working immediately prior to their leaving the Crown that the Service Provider has either appointed to its Board of Directors or employed since April 23, 1997.

The Proposal of any Proponent may be disqualified where the Proponent fails to confirm the foregoing or makes misrepresentations regarding any of the above.

**NOTE TO USER:** *When this RFP will be used to procure the services of a Contract Administrator for a Design-Build Assignment, please use the paragraph below in addition to the proposed wording in **Section 3.1**. If not applicable to your Assignment, delete the paragraph accordingly.*

For the purposes of this Proposal, MTO considers it to be a Conflict of Interest if the prime design consultant that is under contract with the Design Builder for the Design-Build contracts: Construction Contract xxxx on Highway xx also provides Contract Administration Services to MTO for the same Contracts. No mitigation measures or potential remedies to address this “Conflict of Interest” will be accepted by MTO. |

Further, MTO shall have the right to rescind any contract with the Service Provider in the event that MTO in its sole discretion determines that the Service Provider has made a misrepresentation regarding any of the above, in addition to or in lieu of any other remedies that MTO has in law or in equity.

The conflict of interest/no conflict of interest declaration will not be within the page - Proposal page limit as specified for this Assignment.

The Proposal must also include a statement regarding conflict of interest. The Service Provider is to return either the completed:

- Certification - No Conflict of Interest (Section 6.2); or
- Certification - Conflict of Interest (Section 6.3).

## 6.2 Certification - No Conflict Of Interest

### (Complete 6.2 or 6.3 - Do Not Complete Both)

I/We hereby certify that there is not nor was there any actual or potential conflict of interest or unfair advantage in our submitting the Proposal or performing the Services required by the Agreement.

In submitting the Proposal, our company has no knowledge of or the ability to avail ourselves of confidential information of the Crown (other than confidential information which may have been disclosed by the Minister to the Service Providers in the normal course of the Request for Proposal) where the confidential information would be relevant to the Services, their pricing or the Request for Proposal evaluation process.

<b>Name</b>	<b>Signature</b>
<b>Position</b>	<b>Date</b>
<b>Name</b>	<b>Signature</b>
<b>Position</b>	<b>Date</b>
<b>Name</b>	<b>Signature</b>
<b>Position</b>	<b>Date</b>

Note: In case of a Joint Venture, signatures of all partners are required.

### 6.3 Certification - Conflict Of Interest

#### (Complete 6.2 or 6.3 - Do Not Complete Both)

In submitting our Proposal, we declare that the attached is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company submitting the Proposal or performing the contractual obligations of the Service Provider under the Agreement

In submitting the Proposal, our Company has/has no (strike out the inapplicable) knowledge of or the ability to avail ourselves of confidential information of the Crown (other than confidential information which may have been disclosed by the Minister to the Proponents in the normal course of the Request for Proposal) where the confidential information would be relevant to the Services, their pricing or the Request for Proposal evaluation process and where access to such additional information may prejudice the Crown or be an unfair advantage to the Proponent.

(If declaring that the Proponent has access to additional information that may be confidential, other than confidential information which may be disclosed by the Minister to the Service Providers in the normal course of the Request for Proposal, please attach an explanation describing the additional information and how you have access to it.)

With the exception of those situations and/or access to additional information disclosed on the list attached, I/we hereby certify that there is not nor was there any other actual or potential conflict of interest or unfair advantage in our submitting the Proposal or performing the Services required by this Assignment.

I/We hereby acknowledge that the Minister at his/her sole discretion shall have the right to determine whether or not the declared situations do constitute an actual or potential conflict of interest or whether access to additional confidential information does constitute an unfair advantage over other Service Providers.

I/We acknowledge that in the event that the Minister finds the situations to be a conflict of interest or access to the additional confidential information to be an unfair advantage that our Proposal may be rejected.

**NOTE TO USER:** *Strike out Inapplicable wording above.*



**6.4 List of People Who Participated In Preparation of the Proposal****Table 6-1 Proposal Preparation Participants**

<b>Name</b>	<b>Business Address</b>	<b>Ontario Public Service role (if applicable)</b>	<b>Business Telephone Number</b>	<b>Contribution or % of work</b>

**Section 7: Tendered Contract Tax Compliance**

All Proponents' tax obligations must be in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance or by the Canada Revenue Agency, and that, in particular, all returns required to be filed have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained or that the Proponent will take all necessary steps prior to being considered for contract award in order to be in full compliance with all applicable Ontario tax statutes.

Service Provider who is not compliant of Corporate Taxes of government of Ontario, cannot be awarded an assignment of value \$25,000 or greater.

## Section 8: Financial Proposal

### 8.1 Terms of Reference

#### **BASIS OF PAYMENT:**

The Lump Sum Price shown in the Price Offer Breakdown – Budget Breakdown Forms (8-5, 8-5A) (prepared by Proponents and submitted as Financial Proposal shall be full compensation for all services, deliverables, equipment, materials, and testing required to provide the Services. The Lump Sum Price includes, but is not limited to salary, benefits, overhead (office, computer, cell phones, etc.), payroll burden, and profit.

#### **Contract Administration Term**

The Term of the Agreement is from ~~June 21, 20XX to Nov 12, 20XX~~. The currently Anticipated Construction Contract Tender Opening date is ~~June 16, 20XX~~. The Lump Sum Price represents compensation for all the Contract Administration Services under this Assignment.

#### **Payment Schedule for Services**

The documentation in the Financial Proposal shall become the Payment Schedule and form the Agreement. The Lump Sum Price shown in the Proposal Form (prepared by the Service Provider and submitted in the Financial Proposal) shall be full compensation for all services; deliverables, equipment, materials and testing required during the Services. The Service Provider shall provide MTO with the Service Provider's billing office/address in written format within the submitted Financial Proposal.

**NOTE TO USER:** If the project consists of Contract Administration and the work will take place within 1 or 2 years, but there is uncertainty as to the timing of the funding, the following sentence should be added.

The Lump Sum Price shall provide for the possibility of up to a one-year deferral of construction. This allowance is to cover costs associated with updating the design package to current ministry specifications just prior to project tendering, and any additional costs associated with the Contract Administration Services.

#### **Payment – Services included in the Lump Sum Price**

The Service Provider will be paid on a monthly basis throughout the Term. For Services included in the Lump Sum Price the “regular” monthly payments will be equal, and invoicing will commence on ~~July 21, 20XX, and continue monthly on the twenty-first of each subsequent month. A total of five equal payments will be made based on submitted invoices, with the 5<sup>th</sup> and final invoicing to occur on Nov 12, 20XX.~~

The payment on an invoice shall be made on the approval by MTO (**Article 10** of the Legal Terms and Conditions). The final invoice shall not be approved for payment until



all Services are complete and deliverables are received in a form acceptable to MTO.

The base Hourly Rates indicated in Form 8-5-A: Staffing Cost Table will be used as threshold for future negotiations if/when Work scope changes becomes available for justified extra Contract Administration Services.

MTO does not pay for travel time. The billing method can be changed upon mutual agreement.

**Canada and Ontario have entered into a Comprehensive Integrated Tax Coordination Agreement whereby Ontario has agreed to pay harmonized sales tax (HST) on its purchases. For Deliverables provided on or after July 1, 2010, the supplier shall invoice and collect HST from MTO for the Deliverables in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c.E-15, as amended or replaced from time to time.**

### **Speciality Work Plan**

The Lump Sum Price provided for the Speciality Work Plan on Forms 9-5 and 9-5-A shall be all-inclusive for management of the Assignment including all direct and indirect costs to meet all requirements.

### **Change Order / Change Request for**

MTO retains the exclusive right to change the scope of work for this Assignment by following the Change Order specified in of this Section and Legal Terms and Conditions.

Prior ministry approval is required for starting any changes of scope to the executed Agreement. The Hourly Rates indicated in Form 8-5-A may be used as a threshold for any future negotiations

If this Assignment's timeframe is shortened and/or the staffing complement is less than anticipated, for whatever reason, MTO reserves the right to pursue cost savings negotiations with the Service Provider through the Change Order process.

The Payment for any approved Change Order work is subject to ministry approval and will follow MTO's invoicing and payment procedures. The invoices including Change Order work shall be clearly labelled with "Change Order". Any Compensation paid for Contract Administration Services provided for "Change Order" work will be based on the actual number of hours approved by MTO. Written requests for any compensation must be received no later than 180 calendar days after completion of the Work.

MTO'S prior approval is required for the following:

- (d) Revising any of the staff, equipment, deliverables or rates of payment listed in the Proponent's response to this RFP.
- (e) The addition of work above the Lump Sum Price.

**Contractor Information and Compensation requests, Change Orders, and the dispute resolution process (incl. Notices of Adjudication or Claim(s)) are to be dealt with while the construction Contractor(s) is working on the construction Contract(s) worksite. In situations necessitating completion of such construction activities during the post construction phase, ministry approval is required in advance for hourly compensation to complete this work.**

## **8.2 Financial Proposal Format**

The Financial Proposal shall contain the following information:

- (f) The Service Provider shall submit the following:
  - Completed and signed Proposal Form.
  - Completed Proposed Payment Schedule Forms 8-4(including 8-4A) and 8-5 (including 8-5-A).

**8.3 Proposal Forms**

Assignment Number: \_\_\_\_\_

TO: Her Majesty the Queen in right of Ontario as represented by MTO of Transportation (“MTO”).

FROM: \_\_\_\_\_  
(the "Proponent")

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**OFFER**

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline.

The Proponent hereby offers to provide the Services and Deliverables specified in the Request for Proposal (“RFP”) annexed hereto and forming part hereof in accordance with the RFP, including the Legal Terms and Conditions, Addenda, and Clarifications, for the total Lump Sum Price of \$\_\_\_\_\_ and agrees that upon acceptance of this Offer by MTO, shall form a legally binding Agreement.

**Canada and Ontario have entered into a Comprehensive Integrated Tax Coordination Agreement whereby Ontario has agreed to pay harmonized sales tax (HST) on its purchases. For Deliverables provided on or after July 1, 2010, the supplier shall invoice and collect HST from MTO for the Deliverables in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c.E-15, as amended or replaced from time to time.**

This Proposal shall be irrevocable and open for acceptance for a period of ninety (90) days following the Proposal Submission Deadline of as specified in Section A.4.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

\_\_\_\_\_

An Authorized Signing Officer

\_\_\_\_\_

(Print Name, Title)

\_\_\_\_\_

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

\_\_\_\_\_  
An Authorized Signing Officer

\_\_\_\_\_  
(Print Name, Title)

\_\_\_\_\_  
(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

\_\_\_\_\_  
Signature of authorized officer

\_\_\_\_\_  
(Print Name, Title)

\_\_\_\_\_  
(Date)

Note: In case of a Joint Venture, signatures of all partners are required.

**ACCEPTANCE**

Assignment Number: \_\_\_\_\_

MTO hereby accepts the Offer of the Preferred Proponent to provide the Services and Deliverables specified in the RFP annexed hereto and forming part hereof, in accordance with the RFP, including the Terms and Conditions, and has caused its duly authorized official to execute the Agreement by this Acceptance, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario**

\_\_\_\_\_  
Signature of ~~Regional~~ Office Manager

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Assistant Deputy Minister

**Payment Schedule Forms****Form 8-4-A: Engineering Materials Field Testing Price Reference**

<b>Material</b>	<b>Field Tests</b>		<b>Lump Sum Price (\$)</b>	
<b>TESTING</b>				
Earth	Compaction*			
Granulars	Compaction*			
Hot Mix	Pavement Smoothness testing by Inertial Profiler			
	Hot-in-Place Recycling*			
	Compaction for Cold-in-Place Recycling*			
Concrete	Bridge Deck Waterproofing Thickness*			
	Pavement Smoothness testing by Inertial Profiler			
	Dowel Pull Testing			
	Half Cell Survey			
	Covermeter Survey*			
	Tensile Bond Testing			
	Water	Well Testing / Well Investigation		
		Bacterial/Chemical/Recovery/Yield Testing		
	Miscellaneous	Traffic Paint Thickness*		
		Glass Bead Distribution		
Post Installation Pipe Inspection				
	MIT Scan			
<b>DOCUMENTATION REVIEW</b>				
Hot Mix	Review of Mix Design Documentation*			
Concrete	Review of Mix Design Documentation*			
<b>SAMPLE DELIVERY</b>				
<b>Activity</b>	<b>Number of Trips (A)</b>	<b>Cost per Day per trip \$ (B)</b>	<b>Total \$ (A * B)</b>	

Sample Delivery (Maximum 1 trip per day)  <b>Note to user:</b> Use if 1 rate is used for your Assignment.	<b>Note to user:</b> MTO to provide estimate on # of trips.		
Sample Delivery to <del>Regional Area</del> QA Laboratory (Maximum 1 trip per day)  <b>Note to user:</b> Use 2 different delivery rates are required for your Assignment ( <del>MERMO</del> , Lab)	<b>Note to user:</b> MTO to provide estimate on # of trips.		
Sample Delivery to MTO <del>MERMO</del> laboratory (Maximum 1 trip per day)  <b>Note to user:</b> Use 2 different delivery rates are required for your Assignment ( <del>MERMO</del> , Lab)	<b>Note to user:</b> MTO to provide estimate on # of trips.		
Trips related to CAITM Task BIT 21 (PGAC) sampling at the plant	<b>Note to user:</b> MTO to provide estimate on # of trips.		
<b>TOTAL LUMP SUM FOR FIELD TESTING</b>			\$

Note: 1) The Lump Sum for Field Testing must be carried forward to Form 8-5.  
2) \* Regular duties included in amounts tendered in Form 8-5.

**NOTE TO USER:** Applicable half-cell and covermeter procedures available on [RAQS](#).

The above Lump Sum should not include HST.

Canada and Ontario have entered into a Comprehensive Integrated Tax Coordination Agreement whereby Ontario has agreed to pay harmonized sales tax (HST) on its purchases. For Deliverables provided on or after July 1, 2010, the supplier shall invoice and collect HST from MTO for the Deliverables in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

**Form 8-5: Budget Breakdown for Contract Administration Services**

CONTRACT ADMINISTRATION SERVICES (CA)				
CATEGORY	CURRENT FISCAL YEAR (\$)	NEXT FISCAL YEAR (\$)	ALL REMAINING YEARS (\$)	TOTAL (\$)
1. STAFF PRICES (Form 8-5-A)	\$	\$	\$	\$
2 ENGINEERING MATERIAL FIELD TESTING COSTS (Form 8-4-A)	\$	\$	\$	\$
3.TOTAL PRICE (1 + 2 )	---	---	---	\$ (Total Value to be transferred to Proposal Form in Section 8.3)

The above totals should not include HST.

Canada and Ontario have entered into a Comprehensive Integrated Tax Coordination Agreement whereby Ontario has agreed to pay harmonized sales tax (HST) on its purchases. For Deliverables provided on or after July 1, 2010, the supplier shall invoice and collect HST from MTO for the Deliverables in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

**NOTE TO USER:** Edit Forms 8-5 and 8-5-A as required by removing unnecessary categories and adding the categories required.

**NOTE TO USER:** If Form 8-5 or corresponding bid price breakdowns are not required, delete the table and the paragraphs under the table.



**Form 8-5-A: Contract Administration Staff Pricing**

<b>NAME of STAFF</b>	<b>POSITION TITLE</b>	<b>LUMP SUM (\$) for the POSITION*</b>	
	Project Manager		
	Contract Administrator		
	Senior Inspector(s)		
	Electrical Inspector		
	Junior Inspector(s)		
	Office Person / Junior Inspector		
	Specialist		
<b>SPECIALIST SERVICES RELATED TO QUALITY VERIFICATION ELIMINATION</b>			
<i>[NOTE TO USER: Delete if not applicable]</i>			
<b>Activity</b>	<b>Number of Visits (A)</b>	<b>Cost per Day per trip \$ (B)</b>	<b>Total \$ (A * B)</b>
<i>Foundations Specialist</i>  <i>[NOTE TO USER: Delete if not applicable]</i>	<i>[NOTE TO USER: MTO to provide estimate on # of visits required for this assignment]</i>		
<i>Structural Specialist</i>  <i>[NOTE TO USER: Delete if not applicable]</i>	<i>[NOTE TO USER: MTO to provide estimate on # of visits required for this assignment]</i>		
<i>Electrical Specialist</i>  <i>[NOTE TO USER: Delete if not applicable]</i>	<i>[NOTE TO USER: MTO to provide estimate on # of visits required for this assignment]</i>		
			\$

**Notes:**

- a. Includes salary, benefits, equipment costs, overhead (office, computer, cell phones, etc.), payroll burden, and profit and expenses.
- b. Regular duties included in amounts tendered in Form 8-5-A.
- c. If/when extra work becomes available the Hourly Rates provided in Form 8-5-A above will be used as threshold for negotiations. Any compensation for 'extra work' above and beyond the bid price is subject to ministry approvals.
- d. The Total Unit Price for Field Testing must be carried forward to the Budget Breakdown for Contract Administration Services – Form 8-5-A.

The above totals should not include HST.

Canada and Ontario have entered into a Comprehensive Integrated Tax Coordination Agreement whereby Ontario has agreed to pay harmonized sales tax (HST) on its purchases. For Deliverables provided on or after July 1, 2010, the supplier shall invoice and collect HST from MTO for the Deliverables in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

## **Section 9: Insurance Requirements**

### **9.1 Terms of Reference**

The insurance requirements are described in **Article 11** of the Legal Terms and Conditions.

The Preferred Proponent, including each firm of a Joint Venture before execution of the Agreement, is to provide to MTO proof of insurance along with a signed Certificate of Insurance Form.

**Certificate of Insurance Form**

To: Ministry of Transportation (hereinafter called the "ministry"):

**A: Comprehensive General Insurance**

1. This is to certify that \_\_\_\_\_  
(Legal Name of Company)

(hereinafter called the "Service Provider") is insured by this insurer Policy No. (s) \_\_\_\_\_ expiring \_\_\_\_\_, covering liability, as imposed by law or assumed by the Company under the terms of the above described Contract, for damages because of:

- a) Bodily injury, sickness or disease, including death at any time resulting there from; and
- b) Damage to or destruction of property of others caused by accident, including loss of use thereof;

subject to a limit of liability of not less than five million (\$5,000,000) dollars, inclusive for any one occurrence.

- 2. As applying to the contract, the policy includes coverage for liability arising out of operations performed for the Service Provider by any Sub-Contractor.
- 3. The policy includes an additional insured, MTO, but only in respect of, and during, operations performed by or on behalf of the Service Provider and not in respect of any act or omission of MTO, or any of MTO's servants. In addition, the policy shall contain a Cross Liability Clause Endorsement.
- 4. The policy shall be an occurrence policy.

**B: Professional Liability (Errors and Omissions) Insurance in an amount not less than \$2,000,000 per claim in the aggregate.**

**In the event that the policy is changed or cancelled, the insurer agrees to give prior written notice to MTO in the manner set forth in the Policy Conditions.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Signature of Insurer's Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Insurer's Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Insurer's Official)

\_\_\_\_\_  
(Title)

Note: In case of a Joint Venture, signatures of all partners are required.

## Section 10: Performance Evaluation

Over the course of this Assignment, MTO's Agreement Administrator (CSA/ACEArea Manager, Construction), with the assistance of MTO's project team, will monitor the timeliness and quality of the Services and Deliverables and will provide feedback on the Service Provider's performance through CA Performance Reports, correspondence, progress review meetings. This feedback will form the basis of the Service Provider's Performance Evaluation.

**NOTE TO USER:** *Select the performance feedback method for your Assignment.*

MTO applies a performance based approach for the selection and award of Engineering and Contract Administration assignments. Past performance is applied in the selection process.

The following table indicates the "weighting" that will be assigned to each component in the preparation of the Service Provider's Performance Appraisal for this Assignment. The "rating" shall be a reflection of the Service Provider's actual performance and shall range from 1 to 5.

Category / Observations	Weighting (%)
1. Project Management	10-20
2. Payments, Requests, Dispute Resolution and Negotiations	15
3. Contractor Quality Control Administration, Services and Deliverables	5
4. Contractor, MTO and Public Liaison and Communication	10
5. Contract Administration Deliverables	20
6. Quality Assurance Deliverables	15-20
7. Environmental – <i>Specialty Plan if required</i>	0-10
8. Traffic Management and Staging	5
9. Specialty Plans as required	0-10
Total of above	100
10. Occupational Health and Safety Plan	(Pass/Fail)

**NOTE TO USER:** *The proposed weightings have been agreed by MTO provincial working groups. MTO's Performance Appraisals Procedures Guide allow for project-specific modifications. Consultation with your Area Manager, Construction Contracts Engineer and/or Regional Head, Construction Contracts Engineer for your assignment is recommended.*

Upon receipt of an appraisal from MTO, the Service Provider will be allowed 21 calendar days to sign and concur with the appraisal received or request a Formal Review. If the Service Provider does not respond within the 21 calendar days, the appraisal as issued

will be considered as *approved*. Only the *approved* interim, annual and final appraisals will apply in the Service Provider's Corporate Performance Rating (CPR).

For additional information regarding Service Provider's CPR and Performance Appraisal process, refer to following documents:

- Consultant Performance and Selection System (CPSS) Guide
- Performance Appraisals Procedure Guide

These documents are available at on [RAQS](#).

### **Ministry Audits**

Any audits performed pursuant to Article 3 of the Legal Terms and Conditions will be used in the assessment of the Service Provider's performance. MTO, or its delegate, reserves the right to visit the office of the Service Provider or Sub-Service Provider(s), *including laboratory-testing facilities*, to conduct an independent audit of the work currently completed.

Pursuant to Article 3 of the Legal Terms and Conditions, MTO, or its delegate, reserves the right to visit the office of the Service Provider to conduct an independent audit of the work. The Service Provider shall maintain the Assignment and make these available for review at the time of such audits. The audit(s) performed may be used in the assessment of the Service Provider's Performance.

**Appendix 1**

In order to process the invoices effectively, this format must be followed:

**INVOICING FORMAT**

FROM: **FIRM NAME & ADDRESS**

DATE:

TO: **Ministry of Transportation**  
**Regional Office Address**

INVOICE NUMBER:

BILLING NUMBER:

ATTENTION:XX

---

RE: Assignment Number:  
G.W.P. Number:  
Original Assignment Amount:

---

Description of Project:

Period Covered:

<b>Phase description based on schedule deliverables</b>	<b>Monthly Fee</b>	<b>Change Order(s)</b>	<b>% Completed (this period)</b>	<b>% Completed (to date)</b>
Construction Contract Administration (see attached supporting documentation)				
...				
<b>TOTAL THIS PERIOD</b>				
<b>TOTAL TO DATE</b>				

**STATUS TO DATE:**

TOTAL AMOUNT INVOICED TO DATE: \$  
TOTAL AMOUNT PREVIOUSLY INVOICED: \$  
HST ON THIS INVOICE: \$  
TOTAL AMOUNT INVOICED THIS PERIOD: \$

---

Project Manager (Signature)

---

Date

**DO NOT INCLUDE HST IN MONTHLY FEE/ CHANGE ORDER FIELDS**

**NOTE TO USER:** Delete Appendix #1 if not needed in your RegionofficeArea. You can replace this Invoice Format by the one your Region-officeArea uses. Add any additional Appendices you may need.



## Appendix 2

**NOTE TO USER:** Delete Appendix 2 if not needed for your project. Consult with your ~~ACE Area Manager, Construction~~/~~RCE~~Head, Construction.

### **Environmental Monitoring**

The Service Provider shall monitor and document the Contractor's operations to assure adherence to the table of Summary of Environmental Concerns and Commitments.

**NOTE TO USER:** Select the appropriate language based on the 2 options below depending on your CA project staffing requirements including requirements for the Environmental Specialist Plan. Adjust any staffing requirements, depending on the option you choose for your project. Delete the option language not needed.

Inspection shall be provided by Technical Support Staff for the specified commitments.

**OR**

Inspection shall be provided as required in the Environmental Specialist Plan is required for the specified commitments.

### **Summary of Environmental Concerns and Commitments Table**

**NOTE TO USER:** Include the table from the Design Construction Report. Consult with your design project manager or project environmental planner to obtain a copy.