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## SECTION CAGC 1.0 - INTERPRETATION

### CAGC 1.01 Abbreviations

For the purpose of the CAIS, the abbreviations shall be as specified in OPSS 100.

### CAGC 1.02 Gender and Singular References

For the purpose of the CAIS, references to the masculine or singular shall be considered to include the feminine and the plural, and vice versa, as the context requires.

### CAGC 1.03 Definitions

For the purpose of the CAIS, defined terms appear as capitalized words, and the definitions shall be as specified in OPSS 100, as specified in referenced documents, and as follows:

**Administration Activities** means actions that need to be performed in order to support the completion of the work and the inspection of the work. These activities do not usually require attendance at the work site to be completed (e.g., reviewing drawings, plans, test results, notifications, etc.)

**Check** means to confirm that the Work conforms with the Contract. When the Contract requirements are not met, the Contract Administrator shall use the appropriate administrative actions including instruction notices, non-conformances, deviations, infraction reports, warning of infractions, contractor performance rating assessment. To make sure the proper assessment is made when determining Contract conformance, the Contract Administrator shall conduct the necessary inspections.

The Contract Administrator shall refer to applicable specifications and/or special provisions (as referenced in each CAIS) to confirm Contractor Compliance.

Check shall also mean to record Contract deficiencies, ensuring that all information/findings are also be documented in the diaries, and informing the Contractor of any findings.

**Contract Management System (CMS)** means a solution that provides a digital means to record, collect, transmit and store Contract data.

**Determine** means the review and establishment of a recommendation and decision by the Contract Administrator. Often these will be determined in consultation with the MTO CSA and Quality Assurance section.

**Inspection Activities** means actions that need to be performed during the work to monitor the contractor's compliance with the contract. These activities usually require attendance at the work site to be completed (e.g., material placement, material sampling for testing, gathering field measurements for verifying compliance, etc.).

**Levels of Inspection (LOI)** means the inspection on a percentage "...%" of the item/work being performed for each inspection activity. Only CAIS inspection activities will include a level of inspection. The LOI for each inspection activity is denoted by the percentage (%) amount shown in the far right column of the administrative and inspection activities tables in the CAIS.

**Milestones** means activities related to the Contractor's operation that need to be controlled, as outlined in the applicable specifications and/or special provisions. These milestone activities can be for both administrative and inspection activities. Milestones are denoted by an "M" in the second column of the administrative and inspection activities tables in the CAIS. The recording of milestone inspection activities in CA or inspection diaries is mandatory.

**Notify** means to communicate to MTO staff or the Contractor in writing (after first reviewing and determining a recommendation). Where the Contract Administrator shall ensure that all digital copies of written notifications are be uploaded in the Contract Management system. All MTO functional project staff that shall also receive the notification for matters and deliverables related to their function. References in the CAIS to notifications to MTO shall always include the MTO CSA.

**Review** means the formal examination of a submission to make recommend changes when appropriate and includes the use of critical assessment by the Contract Administrator. This is applicable for any Contractor submissions to the Contract Administrator as specified in the Contract Documents (even if there is no inspection or administrative activity in the applicable CAIS).

#### **CAGC 1.04 Specialists Acronyms**

For the purpose of the CAIS, the following specialist acronyms shall apply:

**CAGC Table 1.0 - Specialist Acronym Summary**

<b>Acronym</b>	<b>Specialist</b>
WS	Welding Specialist
NDTS	Non-Destructive Testing Specialist
FES	Foundations Engineer Specialist
ES	Environmental Specialist
SCS	Steel Coating Specialist
PCS	Paint Coating Specialist
SSI	Senior Structural Inspector
EI	Electrical Inspector
SES	Structural Engineer Specialist

The qualifications for all specialty staff will be included in the Contract Administration contract outside of the CAIS. Where there is a standard CAIS specialist, specialty plans will no longer be required.

As more requirements for specialist services, impacting Contract Administration are standardized, the list of specialist acronyms and references and the appropriate CAIS will continue to evolve.

These specialist acronyms are referenced, when applicable in the CAIS. These can apply to both administrative and inspection activities.

For the purpose of the CAIS, the FES and SES shall refer to services delivered by the designer as part of construction liaison or a design-build team. Where, the FES and SES are only included in the CAIS for references purposes at this point. The requirements in the designer's contract shall prevail.

#### **CAGC 1.05 CAIS Interpretation**

For the purposes of the CAIS:

- All references to "OPSS" shall be deemed to refer to the OPSS (Common or Provincial) specification of the number and date specified in the applicable CAIS.
- When the parent specifications and/or special provisions reference other specifications and/or special provisions within its clause, the CAIS will also refer to the respective CAIS.
- When the CAIS refers to another CAIS or another reference within a CAIS, it will typically not include a level of inspection unless the creator of the corresponding CAIS deemed it necessary.

- d) For Administrative Activities, the Contract Administrator shall check conformance for all work specified in specifications and special provisions listed in the Contract Documents.
- e) The administrative and inspection CAIS requirements are the minimum requirements the Contract Administration staff is to undertake and deliver.
- f) All submissions to MTO by the Contract Administrator shall be based on detailed review and recommendations provided by the Contract Administrator.
- g) Throughout the CAIS, the following terms are used interchangeably: Contract Administrator, Construction Contract Administrator, Construction Administration and CA.
- h) When the term WBCMS is used in the CAIS, it shall mean Contract Management System.
- i) Any reference in to "Owner Standard Form" or "PH-CC" or "MTO Form" shall be deemed to mean the digital equivalent of that form within CMS where such exists.
- j) The verbs: "write", "notify", "submit", "issue", "provide", "execute", "report", "give", "furnish", "return", "apply" and their variations, and other words referring to a communication from the Contract Administrator to the Contractor, or from the Contract Administrator to MTO, shall mean "[verb] digitally using CMS" (e.g., "submitted digitally using CMS", "notify digitally using CMS").
- k) When a CAIS activity is not available, the Contract Administrator shall use the latest Construction Administration and Inspection Task Manual (CAITM) task as available from the [MTO Technical Publications](http://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).

The required levels of inspection are specified as minimums. If the Contractor is not performing well, or test results are continually poor, then the level of inspection may need to be increased to a higher level in order to check that the Contractor meets the Contract requirements. This situation must be reported to the Contract Services Administrator. In conjunction with the inspection activities outlined in the CAIS, the Contract Administrator shall provide qualified personnel to inspect all Work (including all non-civil related activities such as electrical) as required to verify and document non-compliance to the Contract and the Contractor's Quality Control Performance Measures.

Users of CAIS should always refer to the parent specifications and special provisions. For example, CAIS 206 should be read with the parent OPSS 206 and the associated Special Provisions amending OPSS 206.

When reading CAIS clauses, users will notice references to "as specified", or in accordance with Clause "xyz.01.03". This aligns with the use of words defined under "Definitions" such as "Check". This was developed to avoid unnecessary duplications in the CAIS and the parent specifications and special provisions.

About Fill-ins:

CAIS include requirements for typical Contract Administration contract. When necessary, the standard CAIS contain asterisks (\*) to denote the insertion of project specific information, similar to Standard Special Provisions. Standard CAIS may be modified and additional/new project specific CAIS may be developed, when necessary, to address project specific requirements that impact the Contract Administrator's duties. At this time fill-ins are only shown in the CAIS for the training purposes.



## SECTION CAGC 2.0 - PROJECT MANAGEMENT

### CAGC 2.01 General Scope

Project Management is an important duty of the Contract Administrator's role and responsibilities. The Project Management responsibilities include the execution of services and deliverables as required in the Construction Administration and Inspection Specifications (CAIS), forming the Contract Administration contract.

The scope of Section CAGC 2.0 - Project Management, is captured in CAGC Table 2.0 below. The terms "Pre", "During", and "Post" refers to "pre-construction", "during construction" and "post construction" respectively.

**CAGC Table 2.0 - Project Management Scope**

CAGC Subsection	Pre	During	Post
2.02 - Project Management Responsibilities	x	x	x
2.03 - Contract Start-Up	x		
2.04 - Meetings	x	x	x
2.05 - Design-Build Project Management Structure	x	x	x

### CAGC 2.02 Project Management Responsibilities

As part of its project management responsibilities, the Contract Administrator shall have complete control of the services, deliverables, staff, and activities it directs and supervises to ensure conformity with the Contract Administration contract. This includes ensuring that all Contract Administration staff are provided in the appropriate numbers and with the knowledge and experience to meet the requirements of the Contract Administration contract.

The Contract Administrator shall:

- Adhere to OPSS 100, section GC 3.0, Administration of the Contract.
- Ensure that all Contract Administration staff involved in delivering review the Contract Documents in their entirety and become familiar with all requirements, submissions, notifications, and inspections, prior to beginning work on the construction site.
- Ensure that all Contract Administration staff are familiar with the CAIS requirements, including its reference manuals, guides, and policies.
- Manage all its Contract Administration staff and resources throughout the project and ensure they are maintained and available throughout the project to perform their Contract Administration duties.
- Manage all of the Contract Administration staff and resources to ensure CAIS requirements are met.
- Foster an inclusive, professional, fair, collaborative, and cooperative work environment with all stakeholders.
- Represent MTO and protect its interests.
- Effectively direct, supervise and undertake the necessary activities to ensure conformity with the Contract Administration contract.
- Ensure all Contract Administration staff are knowledgeable of their duties, roles, and responsibilities.
- Proactively review the Contractor's operations and identify potential issues and opportunities for improvements.

- k) Notify the MTO of all issues, claims, changes, schedule updates and impacts in a timely manner.
- l) Provide timely responses to Contractor submissions and timely issuance of instructions to the Contractor to maintain the progress of work.
- m) Ensure all Contract Administration staff deliver and maintain the necessary and accurate documentation of all Contract activities occurring on a daily basis.
- n) Ensure that the Contract Administration staff verify that the Contractor has provided the required submissions and met the timelines in the Contract for these submissions.
- o) Monitor the work of all inspectors.
- p) Keep all inspectors informed of the Contractor's schedule and any changes, contractual correspondence, instructions, and change orders issued to make sure they are available to carry out the necessary inspections.
- q) Review all deliverables, records, reports, and inspection diaries produced by any member of the CA team and/or Specialist Inspector to confirm that and Contract Administration contract and construction Contract requirements are met.
- r) Provide on the job training to MTO staff when requested by MTO.
- s) Advise MTO on alternatives and recommendations with regards to design and construction Contractual issues.
- t) Represent MTO during Contract-related negotiations.
- u) Provide accurate and well documented reports identifying alternatives and recommendations for work including change orders, claim resolution documentation, change proposals, non-conformances, design changes.
- v) Be knowledgeable of construction and design issues and facilitate recommendations/alternatives.
- w) Review proactively the Contract Documents for completeness and to identify if design adjustments are required.
- x) Provide complete and accurate documentation through timely issuance of deliverables including Instruction Notices, Meeting Minutes, and Diaries.

## **CAGC 2.03                      Contract Start-Up**

### **CAGC 2.03.01                At Contract Award**

The Contract Administrator shall contact the MTO Area Manager, Construction and the Contract Services Administrator (CSA), upon notification by MTO that the Contract Administration Contract is executed. The MTO CSA will provide the Contract award and execution documents, including the Contractor's bid prices and initial Critical Path schedule.

The Contract Administrator shall:

- a) Obtain the applicable Contract Documents (e.g., from MTO's website [www.raqs.merx.com](http://www.raqs.merx.com)).
- b) Immediately review the initial Critical Path schedule and provide comments to MTO, then provide instruction to the Contractor, as detailed in subsection CAGC 4.02, Initial Critical Path Schedule.
- c) Review all Contract Documents to become familiar with the requirements, submissions, and timelines; notify the MTO CSA of conflicts in the documents (e.g., Civil drawings compared to electrical drawings and/or PHM-125 drawings).
- d) Document the existing conditions on site, as detailed elsewhere in Section CAGC 6.0 - Management of Deliverables.

- e) Issue Permission to Start Work to the Contractor once the initial Critical Path schedule is acceptable and MTO confirms that all other tender requirements have been met, at which point it becomes the Baseline Schedule.
- f) Review the Pre-Start Meeting attendance list with the MTO CSA to confirm attendees.
- g) Set-up the Pre-Start Meeting and send digital invitations to attendees with the Agenda.
- h) Obtain draft notifications to affected agencies from the Contractor, review and provide comments to MTO, ensuring the notices will meet the required timelines in the Contract.
- i) Send out notifications required by the Contract Administrator, as detailed in Section CAGC 2.0 - Communications Management.
- j) Set-up Contract Management System roles, diaries, and perform the required tasks to move the Construction Contract into "Construction" stage.
- k) Set-up the Designated Construction Zone (DCZ) in the Contract Management System in a timely manner.

## **CAGC 2.04 Meetings**

### **CAGC 2.04.01 Mandatory Meetings**

Meeting minutes are important to document discussions (not documented elsewhere) but are not Contract Documents and not contractually binding to the Contractor.

The Contract Administrator shall attend the following meetings:

#### Pre-Construction

- a) Design handover meeting.
- b) Contract Administration Assignment start-up meeting.
  - i. Purpose: to define roles and responsibilities of both MTO and the Contract Administrator, discuss the process for the handling of documentation and approvals.
  - ii. Arranged by the MTO Contract Services Administrator.

The Contract Administrator shall record and distribute the minutes of the Design Handover and the Contract Administration contract start-up meeting.

The Contract Administrator shall chair and lead, in a professional manner, the following meetings, when applicable to the Contract work.

All pre-start meetings referenced below shall be arranged prior to the start of the referenced work (example: pre-start meeting for electrical / ITS prior to the installation of electrical material or equipment on the Contract; or pre-start meeting for concrete prior to the placement of any concrete on the Contract; or pre-start meeting of precast concrete prior to the manufacturing of precast concrete elements).

The Contract Administrator shall, in advance of the pre-start meeting:

- a) Confirm with the MTO CSA, the names of the MTO staff that will be notified when the Contractor will issue its Notice of Adjudication to the Nominating Authority.
- b) Provide the Contractor with the names of the MTO staff to be included in the Notice of Adjudication.

#### Pre-Construction

- a) Pre-start meeting with the Contractor.

#### During Construction

- a) Site/Progress meetings to be held at regular intervals.
- b) Pre-Start Meeting for Concrete.
- c) Pre-Placement Meeting for Concrete.
- d) Pre-Removal Meeting for Concrete.
- e) Pre-Paving Meeting (initial).
- f) Pre-Paving Meeting Refresher (for carry-over contracts).
- g) Pre-Start Meeting for Electrical and ITS.
- h) Pre-Fabrication Meeting for Precast Concrete Elements.
- i) Pre-Seasonal Shutdown or Final Inspection.
- j) Specialty meetings with utility, municipal authorities and 3rd parties.
- k) Pre-Start Railway and Railway meetings.
- l) Construction Turnover.

#### Post Construction

- a) Final Inspection Meeting.
- b) Contract completion meeting.
- c) Post construction Design Package Evaluation meeting.

The Contract Administrator shall:

- a) Record the contact information of all attendees.
- b) Review the list of suggested topics and meeting attendees and choose the suitable topics and attendees for the Contract.
- c) Ensure that all items for discussion, review of submissions, coordination with the respective attendees is completed prior to the meetings.
- d) Follow up on any noted concerns from any party, and issue communication to the Contractor as necessary.
- e) Review, prior to every meeting, the Contractor's Critical Path schedule, MTO Form PH-CC-911 Summary of Critical Path Schedule Revisions, and progress of work on site and communicate concerns with the Contractor during the meeting.

The final inspection type meeting shall be held with the MTO staff from the construction, design, and maintenance offices, and the Contractor prior to the actual turn over or opening of the road/lane, etc., (whether final inspection or seasonal shut down). The Contract Administrator shall coordinate the submission of any concerns prior to the meeting and shall ensure that the concerns are addressed.

The Contract Administrator shall ensure that meeting minutes are distributed to all meeting attendees (in addition to posting the meeting minutes in the Contract Management System).

### For Contracts With Railway Requirements

The purpose of the railway meetings is to review railway safety requirements and concerns and discuss the processes and schedule/progress of the Work which may affect railway operations. Meetings shall be held once every two weeks at a minimum, however frequency is ultimately contingent on project scope, the complexity of the Work, and associated safety concerns.

Daily meetings are recommended prior to the start of each day for review of the Contractor's daily work plan. These meetings shall include the Contractor's Site Representative and railway flagperson.

#### **CAGC 2.04.02 Additional Meetings**

Meetings are a mandatory requirement and a good project management practice which help with project communications.

Additional meetings shall be conducted and led and facilitated by the Contract Administrator when necessary (for example: for multi-year contracts, contract extensions) or as agreed to with the CSA.

Examples of topics when additional meeting can be necessary include:

- a) Traffic meetings to discuss major changes in operations are to be held prior to any change for example for: staging, detours, night closures.
- b) Pre-foundations work meetings.
- c) Pre-soils meeting to discuss any unique requirements for use of earth materials, and clarify disposal and erosion and sediment control requirements.
- d) Pre-start environmental meetings (with MNRF, DFO, MOECP, MTO Environmental Planner; and Environmental Monitor as applicable) for example for: in-water, or dewatering work in the project or work that requires mitigation measures, Species at Risk.
- e) Utility meetings, for example to identify pipeline and utility locations and discuss how the Work will be carried out and survey monuments protected, or resolve utility conflicts.
- f) Emergency Services and Seasonal Shutdown.
- g) Specialty Inspections.
- h) Pre-cast concrete fabrication (this is listed above under during construction) or installation meetings.
- i) Meetings for carryover work (seasonal shutdown).

The Contract Administrator shall obtain the Contractor's emergency contact names, positions and telephone numbers for the shutdown period.

#### **CAGC 2.04.03 Meeting Topics and Templates**

The Contract Administrators shall:

- a) Refer to the CAIS meeting templates available from the [MTO Technical Publications](http://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).
- b) Use the "Pre-Fabrication Meeting for Precast Concrete Elements" CAIS meeting template.
- c) Use the topics listed in the CAIS meeting templates for the meetings required in CAGC 2.04, Meetings.
- d) Review and confirm additional or applicable meeting topics with the MTO Contract Services Administrator (CSA) and the MTO Quality Assurance representative.
- e) Include traffic restrictions as a standard agenda item for the pre-start meeting and all site/progress meetings with the Contractor.

- f) Ensure that any discussion or work (such as coordination, issue resolution, notifications), related to the meeting topics, happens in advance of the meetings.
- g) Include a standing standard agenda item for the project start-up meeting and monthly progress meetings regarding temporary restrictions.

#### **CAGC 2.04.04                      Attendance**

Suggested meeting attendance is included in each CAIS meeting template. In addition to the Contract Administrator, the Contract Administration team's Project Manager shall attend all Contract meetings.

Additional mandatory meeting attendance shall be as follows for the "Pre-Fabrication Meeting for Precast Concrete Elements":

- a) MTO Quality Assurance section representative (refers to MTO Quality Assurance staff at the discretion of the Head, Quality Assurance).
- b) MTO Contract Services Administrator.
- c) MTO Area Manager, Construction.
- d) Precast Concrete Plant Inspectors/Audit.
- e) Contractor (Project Manager and Superintendent).
- f) Precast Concrete manufacturer's representative.
- g) Precast Concrete manufacturer's engineer.

#### **CAGC 2.04.05                      Outstanding Items**

The meeting agenda item: "Outstanding Items" refers to unresolved meeting discussions that are not already part of agenda items "Actions". The "Outstanding Items" actions are not meant to replace MTO's "Information Request, Compensation Request and Dispute Resolution" processes outlined in OPSS 100, MTO General Conditions of Contract, or the Change Proposal process outlined in OPSS 100, subsection GC 3.11, Change Proposals After Contract Award.

For "Outstanding Items", the Contract Administrator shall:

- a) Provide a response to all attendees in a reasonable time frame agreed upon in the meeting.
- b) Consult with MTO's Quality Assurance Section representative for assistance with:
  - i. Providing specialist expertise and advice on construction materials and workmanship to MTO regional construction staff and to the Contract Administrator and Contract Administration team.
  - ii. Liaising with MTO functional offices when their input is required on a Contract.
  - iii. Facilitating the timely resolution of quality-related acceptance issues on a Contract.
  - iv. Assisting in resolution of technical disagreements with the Contractor.
- c) Provide status updates on Outstanding Items to all meeting attendees.

#### **CAGC 2.05                              Design-Build Project Management Structure**

In order to effectively develop, advertise, and award a Design-Build contract, there needs to be a well-developed Project Management Structure.

For each Design-Build project, a project team shall be established to develop and deliver the project from start to finish. The primary project lead role will be shared between the Engineering Project Manager (EPM) and the Area Manager, Construction as outlined in the CAIS document titled “Design-Build Project Management Structure”. The project lead will be supported by a multi-disciplinary team, as with a traditional project.

Individual project team members will be required to be engaged in most aspects of project delivery (the RFP preparation, procurement of the Design-Builder and contract administration/oversight (design and construction)). As the MTO gains experience with the Design-Build model, the number of members may be reduced. However, in the interim, representation by all functional offices involved in a project, as is typically done in traditional project delivery, is recommended. It is also recommended that project team members be individually selected based on their ability and desire to implement a new model for contract delivery and oversight.

For continuity purposes, it is imperative to maintain the same project team members throughout the life of the project.

Although some project team members may only be required on a part-time basis, it is imperative for the success of the project that the primary project lead has the necessary commitment from the Project Team members to contribute fully when required, and the authority to utilize their services effectively.

Specific roles and responsibilities for the primary project lead, associate project lead and project team members may change through the life of the project. The different phases of a Design-Build project along with the roles and responsibilities of each member are described in the CAIS document titled “Design-Build Project Management Structure”.

## SECTION CAGC 3.0 - COMMUNICATIONS MANAGEMENT

### CAGC 3.01 General Scope

Communications is an important factor in the Contract Administrator's project management role. It is important that the Contract Administrator understands and assesses the different types of stakeholders and contractual responsibilities to determine the most effective communications approaches.

The scope of Section CAGC 3.0 - Communications Management, is captured in CAGC Table 3.0 below. The terms "Pre", "During", and "Post" refers to "pre-construction", "during construction" and "post construction" respectively.

**CAGC Table 3.0 - Communications Management Scope**

CAGC Subsection	Pre	During	Post
3.02 - Turnover of Documents	x		
3.03 - Notifications Prior to Construction <ul style="list-style-type: none"> <li>SSP 199F33, Construction Noise Constraints</li> </ul>	x		
3.04 - Highway Maintenance Transfer Agreement	x	x	x
3.05 - Traffic Notifications During Construction		x	
3.06 - Project communications	x	x	x
3.04 - Highway Maintenance Transfer Agreement	x	x	x
3.07 - Documentation	x	x	x
3.08 - Instruction Notices	x	x	x
3.09 - Liaison with External Stakeholders	x	x	x
3.10 - Third-Party Claims During Construction		x	
3.11 - Pipeline Crossing Requirements <ul style="list-style-type: none"> <li>SSP 199F59, Canada Energy Regulator (CER) Regulated Pipelines</li> </ul>	x	x	
3.12 - Rail Property/Right-of-Way Requirements <ul style="list-style-type: none"> <li>SSP 100F21, Indemnification and Insurance Requirements Concerning the Canadian Pacific Kansas City (CPKC) Railway Company</li> <li>SSP 100S22, Indemnification and Insurance Requirements Concerning the Canadian National (CN) Railway Company</li> <li>SSP 199F04, Requirements For Working On, Above Or Below Canadian Pacific Kansas City (CPKC) Railway Right-of-Way</li> </ul>	x	x	x
3.13 - Navigable Waters Protection <ul style="list-style-type: none"> <li>SSP 199F63, Navigable Waters Protection</li> </ul>	x	x	x
3.14 - Public Notification Records	x	x	
3.15 - Design-Build Communication Matrix	x	x	x



### **CAGC 3.02                      Turnover of Documents**

Turnover of Documents refers to the documents provided to the Contract Administrator (CA) by MTO's Contract Services Administrator (CSA) and includes documents uploaded in the Contract Management System.

The Contract Administrator shall verify that the following documents are received from MTO.

The Contract Administrator shall follow-up with MTO if these documents have not been shared to the Contract Administrator or uploaded in the Contract Management System:

- a) Designation of Construction Zone, tender documents, Contract Drawings, and addenda.
- b) Signed Contract.
- c) List of MTO contact names for the Contract.
- d) MTO supplied documents (including digital files).
- e) Completed Statement of Imported Content Form.
- f) MTO policy memos, guides and manuals not available from the [MTO Technical Publications](https://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).
- g) Design Handover documents for the Contract. A comprehensive list can be found in Attachment 2 of HSB Director's Office Memorandum, DO-2019-01, Design Package Handover Meeting.

### **CAGC 3.03                      Notifications Prior to Construction**

Before construction begins, the Contract Administrator shall notify the property owners and businesses within the limits of the Contract as required in the Contract Documents. If the Contract Documents require the Contractor to complete these notifications, the Contract Administrator shall verify that the Contract Document requirements are met.

In the notice, the Contract Administrator shall:

- a) Indicate that construction is about to begin.
- b) Identify the prime Contractor, the Contractor's representative, and a contact number.
- c) Provide a general description of the Work, the anticipated construction season completion date, and the name and office telephone number of the Contract Administrator.

The public, within the limits of the Contract, can be notified by the following methods:

- a) Advertising media not limited to the local newspaper.
- b) Newspaper advertisement in the local newspaper, as identified by MTO, 2 to 4 consecutive weeks prior to the commencement of the Contract and 2 to 4 consecutive weeks immediately prior to the project recommencing each Spring.
- c) Flyers indicating general project details to adjacent property owners within 2 to 4 consecutive weeks of Contract start.
- d) Meetings with individual property owners affected by the work.
- e) A public information session.

The Contract Administrator shall keep all provide advance notification to all external stakeholder agencies, that are impacted by any construction activity related to the Contract and keep them informed as required.

These external stakeholders can include: Schools; Fire Authorities; Emergency first responders; Ambulance services; Transit authorities; Maintenance patrols/operations; Ontario provincial ministries (such as the Ministry of Environment, Conservation and Parks, Ministry of Natural Resources and Forestry, Ontario Provincial Police); Conservation Authority(s); Utility companies; Fisheries and Oceans Canada; Railway authorities; Pipeline companies; Municipalities; Municipal/Regional police forces; and/or Indigenous people.

For Contracts with Electrical and ITS work, MTO Electrical and ITS staff shall be notified of the start of the Electrical and ITS work and thereafter, as soon as possible, on any changes to the schedule of Electrical and ITS work.

### **CAGC 3.04 Highway Maintenance Transfer Agreement**

When the Contractor is working on the highway, the Roadway affected by will be handed over to the Contractor for maintenance and emergency responsibilities, as specified in OPSS 100, subsection GC 7.08, Maintaining Roadways and Detours. The highway maintenance transfer agreement documents the date and time of transfer between the Area Maintenance Contractor (AMC) and the Contractor. This process is used to separate Constructors as defined by the Occupational Health and Safety Act (OHSA).

Prior to transfer to the Contractor, the Contract Administrator shall:

- a) Review the Roadway limits affected by construction on site prior to highway transfer and document all deficiencies (ex., winter sand/salt removal, damaged guiderails, damaged signs, potholes, etc.) that the Contractor will not be responsible for maintaining / repairing.
- b) Liaise with the AMC and MTO Maintenance (including the Maintenance Supervisor, Electrical Supervisor, and ITS) about the construction zone limits, the highway transfer date and deficiencies observed on site, and ask the AMC to review.
- c) Review and identify from the Maintenance Items List with the AMC and MTO Maintenance, which items will remain the responsibility of the AMC and which items will be transferred to the Contractor.
- d) Prepare and sign the HMTA with the Contractor and obtain signatures from the AMC and MTO Maintenance to acknowledge.
- e) Distribute the HMTA form as indicated on the form prior to the effective date of transfer.
- f) Verify that the Contractor installs the construction zone signs on site on the day of the transfer to indicate the limits of the construction zone.
- g) Submit the Road Report to MTO Traffic Operations Centre using the form provided by MTO.

Prior to transfer back to the MTO agents / the AMC, the Contract Administrator shall:

- a) Review the Roadway limits affected by construction on site prior to highway transfer and document all deficiencies that the AMC will not be responsible for maintaining / repairing.
- b) Liaise with the Area Maintenance Contractor (AMC) and MTO Maintenance (including the Maintenance Supervisor, Electrical Supervisor, and ITS) about the highway transfer date and deficiencies observed on site and ask the AMC to review.
- c) Prepare and sign the HMTA with the Contractor and obtain signatures from the AMC and MTO Maintenance to acknowledge.
- d) Distribute the HMTA form as indicated on the form prior to the effective date of transfer.
- e) Verify that the Contractor removes the construction zone signs on site on the day of the transfer.
- f) Notify MTO Traffic Operations Centre on the Road Report of the transfer.

## References:

1. Highway Maintenance Transfer Agreement (MTO Form PH-CC-771).
2. PMM 2017-02 & PCM 2017-03 – Emergency Situations and Maintenance in Construction Zones Protocol

### **CAGC 3.05                      Traffic Notifications During Construction**

The Contract Administrator shall follow the notification requirements of CAGC 8.03, Traffic Issues Management.

### **CAGC 3.06                      Project Communications**

Project communications between the Contract Administrator and the Contractor shall be documented. For communications related to Traffic Management and Public Information services these shall be documented the same business day as the communication occurs.

The Contract Administrator shall:

- a) Maintain proactive communications with the Contractor and project stakeholders.
- b) Submit written recommendations to MTO, as issues arise.
- c) Record all discussions and meetings in accordance with CAGC 2.04, Meetings.
- d) Provide day-to-day liaison with the Contractor.
- e) Provide first line interpretations of the Contract Documents to the Contractor.
- f) Communicate and enforce MTO's decisions to the Contractor.

The Contract Administrator shall provide reasonable travel to and from MTO's Regional office or other local location for pick-up/delivery of mail or other materials.

### **CAGC 3.07                      Documentation**

Documentation refers to all submissions and records that pertain to the Contract. Documentation includes:

- a) All records generated by the Contract Management System.
- b) All submissions from the Contractor (e.g., Working Drawings, permits, approvals, letters).
- c) All records not captured by the Contract Management System that pertain to the Contract (must be uploaded into the Contract Management System or otherwise provided to MTO).
- d) Statement of Record of Working Days (MTO Form PH-CC-763), for Completion Date or Working Day Contracts.
- e) Change Orders.
- f) Information Request responses.
- g) Compensation Requests.
- h) Compensation Request Review Reports.
- i) Compensation Request Decisions.
- j) Monitoring reports on over or under-runs.
- k) Minutes of meetings.
- l) Instruction Notices.

- m) Environmental permits and approvals obtained by the Contractor and any follow up communications with regulatory agencies.
- n) Accidents or claims from the public or property owners.
- o) Major Contract issues or delays.
- p) Notification of lane closures/lane reductions at time of initiation/cancellation.
- q) Contract related permits.
- r) Mix Design Forms.
- s) Daily diaries in accordance with CAGC 6.16, Diaries, noting any verbal conversations.
- t) All other applicable documents requested by the MTO.

The Contract Administrator shall ensure that:

- a) Submissions are received from the Contractor and reviewed in a timely manner and discussed with MTO (CSA and functional offices) as appropriate.
- b) Responses to submissions are provided to the Contractor in a timely manner, as to not impact the Critical Path schedule. If a submission does not meet the contract requirements, document the specific requirements not met in an Instruction Notice and return the submission to the Contractor for resubmission.
- c) Documentation is entered and maintained in the Contract Management System, or otherwise made available to MTO staff.
- d) Diaries are completed and reviewed daily.
- e) All media inquiries, correspondence from external stakeholders, or other communications of importance are referred to / discussed with MTO, and appropriate responses are provided in a timely manner.

These documents shall be stored in the appropriate Contract Management System location. Alternative submission methods, agreed to with the MTO Contract Services Administrator, can be made.

The Contract Administrator shall refer and use the Contract Management System user guides for system functionality and process.

### **CAGC 3.08                      Instruction Notices**

Instruction Notices refers to notices issued by the Contract Administrator (in addition to the non-conformance process or other processes required in the Contract Documents), to document concerns, clarify requirements of the Contract, communicate information, and transmit documentation to the Contractor.

Instruction Notices shall be submitted in the Contract Management System. Alternative submission methods, agreed to with the MTO Contract Services Administrator, can be made.

Instruction Notices may include:

- a) Approvals.
- b) Transmittal of documents.
- c) Safety issues.
- d) Non-compliance of the Contract (for items that fall outside the non-conformance process).
- e) Warnings.
- f) Specific Instructions from MTO.

When issuing an Instruction Notice, the Contract Administrator shall:

- a) Upload in the Contract Management System.
- b) Sign the Instruction Notice
- c) Verify that the Contractor acknowledges receipt of the Instruction Notice, including opening the Instruction Notice in the Contract Management System.

Any references of approval in the Contract Documents by the Contract Administrator shall require a formal notification. Some specifications and special provisions refer to an approval or acceptance by the Contract Administrator; this wording shall be used in the Instruction Notice. Where the specification or special provision does not include a standard letter or an Owner standard form/MTO Form (i.e., PH-CC) process for the Contract Administrator to use, it is recommended that the Contract Administrator reminds the Contractor of its Quality Control responsibilities when issuing the Instruction Notice. Such notifications shall be uploaded in the Contract Management System.

In such circumstances, the Contract Administrator can include language as shown below in the Instruction Notice: "Approval or acceptance by the Contract Administrator of [...] of the Contractor does not relieve the Contractor from any responsibility or obligation for the proper performance of the Work in conformity with the requirements of the Contract Documents. As well, this notice does impose no liability upon the Owner or its Contract Administrator and is not to be interpreted as an approval or acceptance of the Work or the Materials by the Owner that the Work and Materials was completed or supplied in conformance with the Contract Documents."

For Design-Build Contracts, the Contract Administrator shall use the language in the CAIS document titled "Design-Build Submission Instruction Notices and Notice of Non-Conformance".

### **CAGC 3.09                      Liaison With External Stakeholders**

The Contract Administrator shall:

- a) Manage general public inquiries, after discussions with MTO.
- b) Maintain communication of construction activity that may impact on the daily operations; and establish and maintain appropriate relationships with project stakeholders including: schools, school boards, utilities, O.P.P, Municipal/Regional police forces, fire, ambulance, emergency services, transit authorities, municipalities, MNRF, Conservation Authority(s), MECP, Maintenance Patrols/Operations, DFO, Railways, local businesses, local residents/property owners, Other ministry representatives, and others as required.
- c) For excavation and construction near pipelines that are regulated under the National Energy Board Act (example: TransCanada Pipelines, Enbridge), co-ordinate, communicate and consult with the respective pipeline company.
- d) Check that the Contractor provided notifications to utilities, in advance of any work affecting their plan.
- e) Check that survey monuments near utility work are identified and protected.

### **CAGC 3.10                      Third-Party Claims During Construction**

For Claims for Compensation for Personal and Business Losses During Construction (3<sup>rd</sup> party claims), the Contract Administrator shall:

- a) Receive and review third party claims and supporting documentation.
- b) Send the third-party claims and supporting documentation to the Contractor.
- c) Respond to requests for information.

- d) Request and maintain copies and files of any pertinent accident report from the appropriate police force and upload in the Contract Management System.
- e) Ensure the MTO Contract Services Administrator has a record of all related communications and upload in the Contract Management System.
- f) Change Orders for 3<sup>rd</sup> Party claims shall be managed as T&M and DWR's must be maintained in accordance with MTO's Change Order Manual.

### **CAGC 3.11 Pipeline Crossing Requirements**

The Contract Administrator is encouraged to take the free pipeline awareness training.

The Contract Administrator shall verify that:

- a) All work within the Prescribed Area of the pipeline(s) of a company under the jurisdiction of the Canada Energy Regulator (CER) (previously known as National Energy Board or N.E.B.) is reviewed for conflict.
- b) Work in the vicinity of this type of pipeline(s) conforms to the utility owner (in accordance with the Canadian Energy Board Act and the Canadian Energy Regulator Pipeline Damage Prevention Regulations. Examples of pipelines under the jurisdiction of the CER include the Trans Canada Pipeline Limited plant and the Enbridge).
- c) The requirements of SSP 199F59, Canada Energy Regulator (CER) Regulated Pipelines, are met by the Contractor.

### **CAGC 3.12 Rail Property/Right-Of-Way Requirements**

All communications between the Railways and the Contractor shall flow through the Contract Administrator.

The Contract Administrator shall:

- a) Lead and facilitate Railway daily meetings of the Contractor's Site Representative and Railway flag-person prior to the start of each day to review the Contractor's daily work plan.
- b) Review Railway safety requirements and concerns and discuss the processes and schedule of the Work which may affect train operations. (Refer to Minimum Safety Requirements for Contractors Working on CP Property in Canada (<https://www.cpkcr.com/en>)).
- c) Confirm with MTO, the legal requirements with the rail authorities.
- d) Confirm the contact and telephone numbers for your project. Refer to the CAIS Preamble to obtain some general railway company contacts.
- e) Ensure that the MTO site trailers have emergency contact information for railway posted and readily available (Railway Operational Center, CP/CN Police and Project Manager).
- f) Remind the Contractor to contact railway authorities to schedule work near railway crossings.
- g) Verify that Work complies with regulatory, health and safety guidelines and by all applicable permits/legal agreements issued by rail authorities.
- h) Verify that the requirements of Grade Crossing Regulations (GCR), including but not limited to Section 102, subsection 102 (2), and Section 103 are met.
- i) Ensure that a standing agenda item: "Notification of Railway Authorities" is included in all project progress and start-up meetings.
- j) Ensure that regularly scheduled mandatory railway meetings held with representatives from the CA, MTO, Contractor and affected Railway company to discuss safety requirements / protocols and other contract-specific issues.

The Contract Administrator is advised that:

- a) All Contract Administration staff working within any railway properties/rights-of-way must adhere to all terms of the legal agreement as signed by the MTO/Contractor and the respective rail authority. These requirements may include but are not limited to specialized training requirements and on-site reporting protocols.
- b) CN Rail requires that all personnel working within CN property/ROW must complete the [Contractor Orientation](http://www.contractororientation.com) training (www.contractororientation.com).
- c) CP Rail requires that all personnel working within CP property/ROW must maintain valid eRailsafe certification.

The Contract Administrator shall:

- a) Ensure that all its staff working within any railway properties/right-of-way adhere to all terms of the legal agreement, work permit, right of entry permit, or access license as signed by the MTO/Contractor and the respective rail authority. These requirements may include but are not limited to specialized training requirements and on-site reporting protocols.
- b) Upload any 3<sup>rd</sup> party agreements stemming from changes, issues, or Contract requirements in the Contract Management System.
- c) Review and enforce the Contract's Operational Constraints that advise the Contractor of railway safety requirements and the Contractor's obligations as a MTO's contractor working within Federal Regulated Railway right-of-way.
- d) Provide the Contractor with emergency contact information for railway to be posted in the Contractor's site trailer and be readily available (Railway Operational Center, CP/CN Police and Project Manager).
- e) Verify and confirm with the Contractor that appropriate insurance requirements are in place in accordance with the Contract Special Provisions or the railway requirements.
- f) Review the Contract's flagging requirements including: the flag person's role and responsibility, flagging schedule plan, flagging shifts, notification of flagging request, reschedule and cancellation, etc.
- g) Review and Notify the Contractor if the Working Plans and schedule comply with the Railway's requirements in accordance with SSP 199F04, Requirements for Working On, Above Or Below Canadian Pacific Kansas City (CPKC) Railway Right-Of-Way.
- h) Notify the Contractor if any equipment is in the vicinity of the track(s) and if the work is exposed to; or interfere with the operations of the Railway.
- i) Confirm with the MTO CSA project specific Railways contact list by the pre-start meeting with the Contractor.

### **CAGC 3.13                      Navigable Waters Protection**

The Contract Administrator shall:

- a) Use the two Letters of Compliance templates available from the [MTO Technical Publications](http://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).
- b) Initiate the "Letter of Compliance at Commencement" and "Letter of Compliance at Completion" templates prior to the Navigable Waters related to work commencing so that the letters are ready for distribution once the works have been installed.
- c) Take photos as specified in Transport Canada letter(s) of approval at commencement of construction and completion of construction.

- d) Fill all the fillable areas in the Letter of Compliance at Commencement and the Letter of Compliance at Completion and to include the necessary photos and send to CSA and Area Manager-Construction for review. Use SSP 199F63, Navigable Waters Protection, included in the project's Contract and Transport Canada's letter(s) of approval, to obtain the necessary details.
- e) Submit the completed compliance letters and pictures to the CSA who then distributes to the design Project Manager for the Area Manager-Highway Engineering's signature and Area Manager Construction signatures.
- f) Receive signed letters from the CSA.
- g) Upload final signed letters and supporting documents in the Contract Management System.

For Design-Build Contracts: The same process as for design-bid-build Contracts shall be followed for design-build Contracts. Additionally, the Contract Administrator shall always verify the public notice.

#### References:

- i. MTO Memorandum, SCB-2021-01, Canadian Navigable Waters Act.

### **CAGC 3.14                      Public Notification Records**

The Contract Administrator shall maintain public notification records to track all traffic-related notifications, including:

- a) A record of traffic accidents, public notifications and complaints that occur in the Work Zone.
- b) Weekly video records of haul road conditions, prior to and during, the use by the Contractor.
- c) Monitoring observations and recommendations of the Contractor's operations for compliance with the Contract concerning the provision of safe passage for the travelling public.

### **CAGC 3.15                      Design-Build Communication Matrix**

It is strongly recommended that the project lead, the CSA, and the Contract Administrator develop a communication matrix to assist in ensuring appropriate distribution of all communications.

An example communication matrix is provided in CAIS document titled "Design-Build Communication Matrix Sample". It can be referenced but shall be customized specifically to each Design-Build project.

A similar communications matrix may also be developed for non-design-bid-build Contracts for high complexity projects with multiple stakeholders and large project teams.



## SECTION CAGC 4.0 - TIME MANAGEMENT

### CAGC 4.01 General Scope

This CAGC section covers the documentation and submission requirements of the time management requirements by the Contract Administrator.

This CAGC section covers the requirements as specified in OPSS 100, MTO General Conditions of Contract.

The scope of Section CAGC 4.0 - Time Management, is captured in CAGC Table 4.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 4.0 - Time Management Scope**

CAGC Subsection	Pre	During	Post
4.02 - Initial Critical Path Schedule	x		
4.03 - Baseline Schedule/Permission to Start Work	x		
4.04 - Updated Critical Path Schedules	x	x	
4.05 - Compensation Requests (Time)	x	x	x
4.06 - Contract Time		x	x
4.07 - MTO Review Timelines	x	x	x
4.08 - Schedule Management for Design-Build Contracts	x	x	x

### CAGC 4.02 Initial Critical Path Schedule

#### CAGC 4.02.01 Pre-Construction

Prior to Permission to Start Work, the Contract Administrator shall:

- Obtain the Contractor's initial Critical Path schedule submitted with the Contract bid documents from the MTO CSA.
- Analyze the Contractor's initial Critical Path schedule for conformance to the requirements of OPSS 100, clause GC 7.01.07, Critical Path Schedule.
- Check that the schedule shows the sequence and interdependence of activities required to complete the Work.
- Check the duration of each activity and associated item quantities in the schedule.
- Check that the schedule has no deficiencies and is acceptable including verifying that all operational constraints (environmental timing restrictions, interim completion dates, etc.) are shown and that the operations are scheduled to meet these dates.
- Check that all item work is shown (refer to the tender item list and quantities).
- Check that the work meets any staging requirements (staged bridge construction, staged concrete removals, traffic staging).
- Check that the Contractor's initial Critical Path schedule identifies what Work will be completed to allow the safe passage of the travelling public during the season shutdown period (to meet interim completion dates).

- i) Identify any production rates that seem too high or too low (this does not mean the schedule is non-conforming, however it should be documented in order to review actual production rates when analyzing requests for extensions of time).
- j) Report to MTO the outcome of the review of the initial Critical Path schedule.
- k) Return non-conforming schedules to the Contractor with an Instruction Notice explaining which requirements of OPSS 100, clause GC 7.01.07.05, that are not met request a re-submission.
- l) Complete the Initial Critical Path Schedule Checklist (MTO Form PH-CC-910).
- m) Complete bullets a) through l) for all revised initial Critical Path schedule submissions until a schedule conforming to all Contract requirements is submitted, at which point it becomes the Baseline Schedule.

#### **CAGC 4.03                      Baseline Schedule/Permission to Start Work**

The Contract Administrator shall:

- a) In accordance with OPSS 100, clause GC 7.01.07.04, issue a Permission to Start Work (MTO Form PH-CC-700), when all Contract requirements have been met (including OPSS 100, clause GC 7.01.03, Control and Responsibility) and, prior to the start of the Work. This includes, verifying that the:
  - i. MTO CSA received notification that the Contract has been executed.
  - ii. Contractor has submitted a Baseline Schedule according to the Contract requirements and this Baseline Schedule meets the requirements of OPSS 100, clause GC 7.01.07, Critical Path Schedule.
- b) Submit the completed the Initial Critical Path Schedule Checklist (MTO Form PH-CC-910), along with the Contractor's Baseline Schedule to MTO.

#### **CAGC 4.04                      Updated Critical Path Schedules**

##### **CAGC 4.04.01                  During Construction**

During construction, the Contract Administrator shall:

- a) Verify that the Contractor meets their obligations to submit updated Critical Path schedules and MTO Form, PH-CC-911 Summary of Critical Path Schedule Revisions, in accordance with OPSS 100, clause GC 7.01.07, Critical Path Schedule.
- b) Confirm that the Contractor has submitted updated schedules and forms not less than 3 Business Days prior to scheduled progress meetings, and take appropriate administrative action if submissions are not received.
- c) Analyze the updated schedules and forms submitted to compare to the Baseline Schedule and identify:
  - i. If the schedule does not meet the requirements of OPSS 100, clause GC 7.01.07, Critical Path Schedule.
  - ii. If actual production rates achieved are consistent with the production rates shown in the initial schedule.
  - iii. The impacts of any delays, whether caused by the Contractor or MTO, on interim or final completion dates / working days.
  - iv. If any activities were added that increases the duration of any portion of the Work.
  - v. Duration changes of any activities.
- d) Check that the updated Contractor's Critical Path schedules comply with the requirements of OPSS 100, clause GC 7.01.07, Critical Path Schedule, on a monthly basis at the minimum.
- e) Report to MTO the outcome of each schedule review.

- f) Document in the Minutes of site meetings comments on the updated schedule, based on the review / analysis described above.
- g) Continually review the Contractor's progress of work with respect to the Baseline Schedule production rates and/or Critical Path to identify if the Contractor is achieving their production rates.
- h) Review weekly updates of the Contractor's intended Work operations and identify any discrepancies with the most recent updated schedule, and discuss with the Contractor.
- i) Monitor the Contractor's progress throughout the construction period and take appropriate default action, including contract default, warning of infraction, or Contractor Performance Rating administrative consequence, if the planned schedule is not maintained in accordance with OPSS 100, clause GC 7.01.07. Critical Path Schedule.
- j) Request an action plan from the Contractor, if the Contractor is behind schedule.
- k) Discuss reasons for delays with the Contractor and determine if any delays are due to MTO, Contractor, or other parties. Discuss and Record the responsibility of the delay and note the Contractor's action plan (minutes of site meetings).
- l) Document discussions with the Contractor about the schedule.
- m) Notify the MTO of progress of work and any issues that may affect interim completion dates or final contract completion.
- n) Use knowledge gained from the Critical Path schedule to assess issues, including Compensation Requests, delays, Changes in the Work, Additional Work, acceleration, negotiations, and provide input and detailed recommendations with rationale to MTO.
- o) Record the following in the Statement of Working Days Contract Management System App:
  - i. What is the Contractor's Controlling Operation identified for the day (based on their most recent submitted schedule).
  - ii. What is the controlling operation (as identified by the Contract Administrator).
  - iii. If the Contractor is meeting their production rate(s) for the work completed that day, as identified by their most recent submitted schedule/assessed against the Baseline Schedule.

#### **CAGC 4.05 Compensation Requests (Time)**

The Extension of Contract Time process applies to Contract time extension requests in accordance with OPSS 100, MTO General Conditions of Contract.

The Contract Administrator shall:

- a) Receive and Review the Compensation Request (MTO Form PH-CC-756).
- b) Use the Contractor's Baseline Schedule and updated Critical Path schedules to analyze the request for time.
- c) Provide the Compensation Request Review Report (MTO Form PH-CC-758), to MTO with recommendations, including rationale and basis to meet the timelines of OPSS 100, MTO General Conditions of Contract.
- d) Respond to the Contractor in writing with the Decision of the MTO regarding the Compensation Request:
  - i. If the CR is denied, respond by Instruction Notice.
  - ii. If the CR is approved, respond by Change Order.

#### References:

- a) Information and Compensation Requests and Dispute Resolution Manual.

- b) Provincial Construction Memorandum, PCM-2020-01, Information and Compensation Requests and Dispute Resolution Manual.

#### **CAGC 4.06                      Contract Time**

The Contract Administrator shall administer the Contract requirements regarding Contract Time, incentives/disincentives, the charging of Working Days, and liquidated damages when applicable.

The Contract Administrator shall:

- a) Issue MTO Form PH-CC-763, Statement of Record of Working Days, on a weekly basis to the Contractor.
- b) Issue an Instruction Notice to the Contractor to notify when an Interim Completion Date or Contract Completion Date has passed, if work is still on-going.
- c) Issue Instruction Notices to the Contractor documenting the charging of consequences or liquidated damages as they are incurred, on a monthly basis.
- d) Apply consequences or Liquidated Damages amounts to each monthly payment certificate.
- e) Determine the date of Substantial Performance and process the Substantial Performance application and certificate:
  - i. Notify MTO of any outstanding issues, claims, or other disputes that the Contractor has indicated on the Statutory Declaration and Application.
  - ii. If any outstanding issues are indicated that are not understood fully, return the application and ask the Contractor to clarify in their resubmission.
  - iii. Verify that the Contractor is using a construction trade newspaper as defined in the [Ontario Construction Act](http://www.ontario.ca/laws/regulation/180304) ([www.ontario.ca/laws/regulation/180304](http://www.ontario.ca/laws/regulation/180304)).
- f) Determine the date of Contract Completion and process the Contract Completion application and certificate:
  - i. Notify MTO of any outstanding issues, claims, or other disputes that the Contractor has indicated on the Statutory Declaration and Application.
  - ii. If any outstanding issues are indicated that are not understood fully, return the application and ask the Contractor to clarify in their resubmission (do not process until the scope of all issues are fully understood).
- g) Document all correspondence regarding contract time (Instruction Notices, diaries).

#### **References:**

- a) OPSS 100, MTO General Conditions of Contract.
- b) Provincial Construction Memorandum, PCM-2020-01, Information and Compensation Requests and Dispute Resolution Manual.

#### **CAGC 4.07                      MTO Review Timelines**

The Contract Administrator shall work with MTO to ensure that MTO review time is provided within the required timelines for response to the Contractor.

Chapter 4 of the DB RFP contains the amendments to OPSS 100, MTO General Conditions of Contract, for Design-Build Contracts. The specific amendment related to Schedule/Critical Path requirements is OPSS 100, clause GC 7.01.07, Critical Path Schedule. Also, it must be noted that Design-Build projects differ from traditional Design-Bid-Build with respect to schedule submission requirements because the definition of “Work” includes design Work and construction Work. It must be noted that there is a schedule submission required as part of the DB RFP evaluation and such schedule is based on the information provided at the DB RFP stage (the design is not a detail design during bidding).

Therefore, as a minimum, 2 revised schedules are expected to be submitted prior to construction commencing: one, very similar to the schedule included as part of the DB RFP evaluation, shall be submitted to meet the requirements of OPSS 100, MTO General Conditions of Contract, and the GC amendments in the DB RFP Chapter 4; this submission occurs immediately after award. The second revision shall be required prior to construction commencing once the detail design is completed by the Design-Builder and it usually occurs prior to the Construction Pre-Start Meeting.

The CSA or Project Lead review the Design-Builder’s originally submitted (as bid) Critical Path schedule. Any deficiencies or impracticalities (e.g., operations which appear out of order or questionable production rates) shall be documented and brought to the Design-Builder’s attention.

The Contract Administrator shall:

- a) Complete the schedule checklist for the originally submitted Critical Path schedule and forwarded to the CSA and/or Project Lead.
- b) Verify and receive any updates to the schedule and MTO Form, PH-CC-911 Summary of Critical Path Schedule Revisions, shall be submitted by the Design-Builder to the Contract, both hard copy and electronic version.
- c) Review any updates to the schedule for practicality, achievability, and conformance to the Contract Documents.
- d) Return to the Design-Builder Deficient non-conforming schedules, noting error(s) and requesting a resubmission.
- e) Forward all schedule updates and forms, with comments, to the CSA.
- f) Review the Design-Builder’s progress with respect to the schedule.
- g) Review weekly updates of the Design-Builder’s intended work operations, analyse Critical Path updates received from the Design-Builder and respond to/administer these accordingly.
- h) Monitored the Design-Builder’s progress throughout the construction period, and action taken as appropriate in the event that the planned schedule is not maintained.
- i) Review the schedule and progress with the Design-Builder at every progress meeting.

If the Design-Builder is behind schedule, the Contract Administrator shall:

- a) Request an action plan from the Design-Builder detailing how the delays will be addressed.
- b) Include in the progress meeting a discussion of the reasons for delays, determining if any delays are due to MTO, Design-Builder, or other parties, and ensure that it is documented in the minutes of the meeting.

The Contract Administrator shall:

- a) Maintain effective communication regarding short term schedule of work and progress of activities to verify that the Quality Control by the Design-Builder and ensure that the Quality Assurance and inspection by the CA are performed in a timely manner (in particular when for a Request to Proceed / Notice to Proceed are required).
- b) Apply information gained from the Critical Path schedule, to assess in detail any requests for extension of time and provide detailed recommendations to the CSA with reasons.
- c) Stay informed of the work activities and perform the CAIS activities/monitoring as the work progresses to help facilitate the Request to Proceed/Notice to Proceed process.
- d) Apply knowledge gained from the Critical Path schedule to address arising issues, including deletions or changes in the work or additional work, potential acceleration, claim negotiations, and/or dispute resolution processes.

## SECTION CAGC 5.0 - CONTRACTOR PAYMENT AND CHANGE MANAGEMENT

### CAGC 5.01 General Scope

This CAGC section covers the processes, documentation and submission requirements for contractor payment and change management by the Contract Administrator.

This CAGC section covers the requirements as specified in OPSS 100, MTO General Conditions of Contract, and SSP 199F67, Payment Adjustment for Changes in the Steel Price Index.

The scope of Section CAGC 5.0 - Contractor Payment and Change Management, is captured in CAGC Table 5.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 5.0 - Contractor Payment and Change Management Scope**

CAGC Subsection/Clause	Pre	During	Post
5.02 - Contractor's Payment Approvals	x	x	x
5.03 - Payment Approvals for Design-Build Contracts	x	x	x
5.04 - Item Reconciliations		x	
5.05 - Expenditure Control		x	x
5.06 - Contractor Information and Compensation Requests and Disputes		x	x
5.07 - Contract Change Order Process		x	x
5.07.01 - Administration of Time and Material OPSS 127	x	x	
5.08 - Contract Change Proposals		x	
5.09 - Holdback Administration			x
5.10 - Liquidated Damages			x
5.11 - ERS Payment	x	x	x
5.12 - Material Price Adjustment <ul style="list-style-type: none"> <li>• SSP 199F67, Payment Adjustment for Changes in the Steel Price Index</li> </ul>	x	x	x
5.13 - Advance Payments for Material	x	x	x
5.14 - Abnormal Weather		x	x
5.15 - Work Refusal (Work Directive)		x	

### CAGC 5.02 Contractor's Payment Approvals

The Contract Administrator shall:

- a) Obtain the MTO Prompt Payment Manual from the MTO CSA.
- b) Follow the directions to the Contract Administrator specified in the MTO Prompt Payment Manual.
- c) Maintain inspection resources to allow accurate verification and reconciliation of all item quantities, change orders, OPAs, and approval of invoices to:
  - i. Ensure the contract administration staff verify that the work was completed in accordance with the applicable CAIS before making a pay statement.

- ii. Ensure that the pay statements are written for work completed in a subcode, or when an item is complete, with reference to the dates of when the actual work was completed.
  - iii. Ensure the pay statements correlate with the measurement for payment and basis of payment described in the item's specification (OPSS, SP, etc.).
- d) Check and reconcile item quantities, change orders, OPAs, and approval of invoices is carried out as a condition of payment.
- e) Review the Contractor's Progress Payment Certificate and Check that it contains the information stated in OPSS 100, MTO General Conditions of Contract.
- f) Process timely payment to the Contractor in accordance with the requirements of OPSS 100, MTO General Conditions of Contract.
- g) Ensure that inspection staff correctly integrate and reconcile the Diary Records quantities with payment to the Contractor.
- h) Ensure that the payment is completed within CMS and is correctly subtracted from the payment of the item.

The Contract Administrator shall use the following Owner standard forms and associated Contract Management System apps, for Design-Build contracts:

- a) Summary Quantity Sheet (MTO Form PH-CC-716).
- b) Summary for Item (MTO Form PH-CC-730).
- c) Final Payment Quantity (MTO Form PH-CC-731).
- d) Payment Cover Sheet (MTO Form PH-CC-881-C).

#### References:

- 1. Provincial Construction Memorandum, PCM-2019-06, MTO Prompt Payment Administration Manual.

### **CAGC 5.03                      Payment Approvals for Design-Build Contracts**

The main difference in measurement for payment for Design-Build Contracts is that the items have been reduced to a maximum of 14 items which are all lump sum payment (see the "Itemized Bid Form"). This is reflected in the Design-Build Progress Payment Certificate. Payment for each lump sum item monthly is based on the percentage completion of the item. The Design-Builder will submit a monthly invoice showing the percent complete for each item. The CA verifies the invoice through field observations and estimates possibly in conjunction with review of the Design-Builder's schedule.

In addition to the payment process outlined in subsection CAGC 5.02, Contractor's Payment Approvals, and the MTO Prompt Payment Manual, the Contract Administrator shall:

- a) Use the Payment Cover Sheet (MTO Form PH-CC-881-C).
- b) Use the Design-Build Progress Payment Certificate (MTO Form PH-CC-882).
- c) Review the Design-Builder's Progress Payment Application and verify it contains the information as stated in the Contract Documents.
- d) Review the Design-Builder's invoice for completeness, and if accurate recommended for payment.
- e) Forward the Invoice with the Payment Cover Sheet to the CSA for approval and processing.
- f) Complete a monthly expenditure forecast report in CAS.



#### **CAGC 5.04                      Item Reconciliations**

The Contract Administrator shall follow the workflow detailed in the Contract Management System User Guide - Reconciliation, and the MTO Prompt Payment Manual.

The Contract Administrator shall review all the inspector's diary pay statement in advance of completing a reconciliation.

#### **CAGC 5.05                      Expenditure Control**

The Contract Administrator shall:

- a) Complete an initial forecast followed by monthly forecast on an Excel spreadsheet supplied by MTO to identify:
  - i. All expenditures including tender item work, change orders, and other payment adjustments.
  - ii. Previous, current, and carryover expenditures.
  - iii. Carryover expenditures are broken down into each carryover fiscal year (April 1 to March 31) as well as carryover expenditures for the next fiscal year (if any) and an updated Contract completion date (if applicable).
  - iv. Explanation of assumptions made to calculate the breakdown for each fiscal year (using the contractor's schedule).
  - v. The updated / revised Contract Completion date.
- b) Submit monthly forecasts with each monthly progress payment or as requested by MTO.
- c) Provide the forecast digitally to MTO prior to each monthly site meeting.
- d) Discuss with the regional Area Manager, Construction and the CSA prior to, or immediately following each monthly site meeting.
- e) Use the Expenditure Forecast Summary for tracking overruns and underruns for MTO's internal expenditure control and forecasting use.

#### **CAGC 5.06                      Contractor Information Requests and Compensation Requests and Disputes**

The Contract Administrator shall:

- a) Inform MTO of issues which may lead to disputes.
- b) Follow the directions to the Contract Administrator specified in the Information and Compensation Requests and Dispute Resolution Manual.
- c) Check that when the Contractor submits a claim that it is one Claim per Request for Clarification (RFC), Extension of Time Request (EoT) or Compensation Request (CR) in accordance with OPSS 100, MTO General Conditions of Contract. Multiple RFCs, EoTs or CRs combined into single claim submissions shall not be accepted.

#### **CAGC 5.07                      Contract Change Order Process**

The Contract Administrator shall follow the directions to the Contract Administrator specified in the Construction and Maintenance Change Order Manual and refer to the Contract Management System User Guide - Change Management.

#### **CAGC 5.07.01 Administration of Time and Material**

The Contract Administrator shall ensure that all work performed by Time and Material basis of payment, or all work performed related to a Compensation Request, follows the requirement of OPSS 100, subsection GC 8.03, Payment on a Time and Material Basis; and the Change Order Manual.

#### **CAGC 5.07.02 Daily Work Records (DWRs)**

The Contract Administrator shall:

- a) Verify that the Contractor submits DWRs for each day that work is performed on a Time and Material Change Order, or for each day that work is performed that is the subject of a Compensation Request.
- b) Ensure that all work that is the subject of a DWR is monitored and that detailed notes in the diary to reconcile the DWRs are taken.
- c) Reconcile DWRs submitted by the Contractor based on the Inspector's records / diary and return the reconciled DWR to the Contractor.
- d) Follow the Change Order Manual requirements for DWRs.
- e) Review and Check that the Contractor meets requirements of the OPSS 100, clause GC 8.03.02, Daily Work Records.

#### **CAGC 5.07.03 Time and Material Summary for Payment**

The Contract Administrator shall:

- a) Review the Contractor's Time and Material Summary for Payment to ensure that the costs correlate to the reconciled DWRs, and that OPSS 127 rates are indicated correctly.
- b) Ensure that payroll burden is indicated correctly; ask MTO Contract Services for confirmation of any payroll burden higher than the standard amounts indicated on the Summary form.
- c) Ensure that separate summaries are submitted for subcontractors, and that markup for subcontractors and contractors is applied correctly.

#### **CAGC 5.07.04 OPSS 127 Rates**

The 127 Rates are defined in OPSS 100, MTO General Conditions of Contract, and are used to pay the Contractor as specified in OPSS 100, MTO General Conditions of Contract.

The Contract Administrator is informed that MTO issued MTO Memorandum, TIM-SCB-CMO-2021-001, Changes to Time and Materials Calculations for Use of Updated OPSS 127 available from the [MTO Technical Publications](https://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs), regarding changes to the Time and Materials calculations and OPSS 127 for all Contracts.

For these Contracts, the Contract Administrator shall use the Time and Material Summary for Payment (MTO Form PH-CC-796).

#### **References:**

1. MTO Memorandum, TIM-SCB-CMO-2021-001, Changes to Time and Materials Calculations for Use of Updated OPSS 127.

#### **CAGC 5.08 Contract Change Proposals**

Change Proposals apply after Contract Award in accordance with OPSS 100, MTO General Conditions of Contract.

The Contract Administrator shall:

- a) Review and provide a preliminary evaluation and recommendation within 2 Business Days to the MTO Contract Services Administrator for approval.
- b) Consult with the design and functional offices to confirm that Contract requirements are met.
- c) Confirm that the Contract requirements, including subsection GC 3.11, Change Proposals After Contract Award, of OPSS 100, MTO General Conditions of Contract, are met prior to updating appropriate records to document that approved changes are implemented, and the proposed benefits are achieved.

#### **CAGC 5.09                      Holdback Administration**

The Contract Administrator shall obtain the MTO Holdback Administration Manual from the CSA and be familiar with its described process.

The Construction Act requires the following 2 types of statutory holdbacks: Basic Holdback and Holdback for Finishing Work.

For Payment of Subcontract Holdback, Basic Holdback, Basic Holdback for Planned Multi-year Contracts, Holdback for Finishing Work, and Non-payment of Holdback, the Contract Administrator shall be familiar with the details of the MTO Holdback Administration Manual and the relevant holdback sections of OPSS 100, MTO General Conditions of Contract.

Payment is to be made within 28 Days of the expiry of the 60-Day lien period.

#### References:

- a) Provincial Construction Memorandum, PCM-2019-02, Construction Act - Bonds, Liens, and Holdbacks.
- b) MTO Holdback Administration Manual.

#### **CAGC 5.10                      Liquidated Damages**

The liquidated damages value is noted in Section C - Liquidated Damages (design-bid-build) or Chapter 2: Project Requirements (design-build) of the Contract.

The Contract Administrator shall:

- a) Review and Check that the Contractor meets requirements of the OPSS 100, subsection GC 8.07, Liquidated Damages.
- b) Issue an Instruction Notice to the Contractor notifying that liquidated damages have commenced when Work is not completed within the Contract Time as stipulated in the Contract Documents.
- c) After notice is provided to the Contractor, liquidated damages shall be assessed monthly and deducted from each payment as incurred. This applies to all Contracts, including Contracts with an outstanding extension of Contract Time request, a disagreement with the response to an extension of Contract Time request, an unresolved Compensation Request or a Claim.
- d) For Design-Build contracts, every payment cover sheet shall indicate the number of Days of assessed liquidated damages for the current period, the total number of Days since Liquidated Damages commenced and the value of liquidated damages from the previous period, the current period and total to date.
- e) Administer liquidated damages as an Other Payment Adjustment (OPA)

- f) When requested by the Contractor, and approved by the Head, Construction, the assessment of liquidated damages may be suspended during an agreed to seasonal shutdown period, when no contract administration services are required. If liquidated damages are suspended, assessment will recommence on the date determined by the Contract Administrator, in consultation with the area Construction Management Office (Contract Services Administrator; Area Manager, Construction; Head, Construction). If approved, the Contract Administrator shall Notify the Contractor that the assessment of liquidated damages is suspended, the date when the suspension starts and the date when assessment of liquidated damages will recommence.
- g) Instruct the Contractor to submit a cheque to the Owner for the amount owed within 28 Days of the date of the instruction, payable to the Minister of Finance and referencing the contract number, in cases where liquidated damages are still being assessed but there is not enough money remaining under the Contract to recover those costs. The cheque shall be provided to Head, Contract Services for recording and processing.

Cases where the Contractor will be reimbursed at Contract Completion for previously deducted liquidated damages will be handled by MTO.

#### References:

1. MTO Memorandum, SCB-CMO-2021-05, Calculation and Administration of Liquidated Damages.

### **CAGC 5.11 ERS Payment**

The Contract Administrator shall:

- a) Create ERS doc folder(s).
- b) Use Owner standard PH-CC forms for MTO ERS spreadsheet templates.
- c) Input the data in Contract Management System from the spreadsheets.
- d) Notify (by issuance of an Instruction Notice) the Contractor of final payment factor for the given lot and send completed ERS spreadsheets to Contractor.
- e) Ensure all documents are in the ERS Contract Management System document folder(s).
- f) Ensure completed ERS payment adjustments are applied to the next progress payment through and other Payment Adjustment (OPA) in accordance with the Change Order Manual.

The ERS spreadsheet forms impact payment so it is important that the correct form is used. For Hot Mix Asphalt Payment Calculation for Contracts, there may be different versions of MTO Forms (i.e., PH-CC forms) that need to be used (when NSSPs that amend OPSS 313 as an example).

To ensure the proper Owner standard form is utilized, contact MTO's Quality Assurance section by the pre-start meetings. Additional details can be found in the applicable CAIS.

### **CAGC 5.12 Material Price Adjustment**

The Contract Administrator shall pay any material price adjustment as outlined in OPSS 100, MTO General Conditions of Contract, and all applicable specifications.

#### **CAGC 5.12.1 Payment Adjustment for Changes in the Steel Price Index**

Further to CAGC 5.12, Material Price Adjustment, payment adjustment for changes in the steel price index shall be in accordance with SSP 199F67 when warrant is met and included in the contract.

The Contract Administrator shall:

- a) When the Contractor issues a notification to opt-out as specified, verify that the notification is submitted within 5 Business Days of receiving a completed Permission to Start Work (MTO Form PH-CC-700).
- b) Review and reconcile the quantity in tonnes for each steel item specified in Table 1 submitted with the progress payment certificate from the Contractor.
- c) Check that mill test certificates for each structural steel item identified in Table 1 are provided as specified in CAIS 905, and CAIS 906.
- d) Check the delivery date to the Working Area for each reinforcing steel bars and piles item specified in Table 1.
  - i. Check that the steel payment adjustment item on the progress payment certificate is as specified in SSP 199F67.
  - ii. Process the payment adjustment for changes in the steel price index on the monthly progress payment for the months in which the steel payment adjustment applies.
- e) Keep a running total of the quantity of each steel item submitted for payment adjustment by the Contractor. Once the quantity specified in Table 1 has been reached, that steel item is no longer eligible for a payment adjustment.

References:

1. SSP 199F67, Payment Adjustment for Changes in the Steel Price Index

**CAGC 5.13                      Advance Payments for Material**

Advance payments are not always warranted and should be issued in exceptional circumstances only. The Contract Administrator shall confirm with the CSA/Area Manager, Construction if the Contractor's for advance payment for the type of Material being requested is acceptable.

The Contract Administrator shall:

- a) Receive receipt of shipment of Material, notification of location of facilities from the Contractor.
- b) Check that the invoice identifies the Contract, is marked as paid, and signed by Material supplier.
- c) Prorate payment against appropriate tender item and cannot exceed 80% of the tendered unit price for the item (make sure there is not double-payment).
- d) Verify that the Materials are placed in a designated storage location within the Province of Ontario. Held in trust for the Owner as collateral security.
- e) Check that the Contractor submits Owner Tenancy and Access Agreement (MTO form PH-CC-733).
- f) Pay advance payment for Material as a portion of the appropriate tender item(s) and not as a separate OPA.

References:

1. OPSS 100, MTO General Conditions of Contract.

**CAGC 5.14                      Abnormal Weather**

When a Compensation Request for Abnormal Weather is received, the Contract Administrator shall:

- a) Receive the Compensation Request for Abnormal Weather from the Contractor and verify the information provided meets the requirements of OPSS 100, GC clause 3.07.02, Delays.
- b) Review and Notify the MTO CSA of the Contractors submission.

As part of the review, the Contract Administrator shall:

- a) Check that weather records from Environment Canada weather station nearest the location of the Work is used, unless specified otherwise in OPSS 100, GC clause 3.07.02, Delays, or by mutual agreement by both parties.
- b) When the Working Area is non-contiguous, check that the Environment Canada weather station is nearest the location of the separated work zone being assessed for Abnormal Weather.
- c) Check that weather records provided are measured within the applicable time periods.
- d) Check that weather records that are missing from the nearest weather station are supplemented by the next nearest weather station until 25 years of data is achieved, within 75 kms from the location of the Work.
  - i. Where 25 years of data is not obtainable within 75 kms from the location of the Work, determine with the MTO CSA if the Contractor may proceed using an incomplete set of weather records.
  - ii. Issue an Instruction Notice to Contractor stating that the Contractor may proceed with using an incomplete set of weather records, when applicable.
- e) Issue a Decision to the compensation request according to OPSS 100, GC Subsection 3.14 Compensation Request.

References:

1.0 OPSS 100, MTO General Conditions of Contract.

#### **CAGC 5.15                      Work Refusal (Work Directive)**

If the contractor refuses to perform the Work as instructed, it is considered to be a work refusal. The CA shall refer to Section 3.6, How to Proceed if there is a Work Refusal, in the Construction and Maintenance Change Order and Payment Adjustment Manual for guidance on how to proceed.

References:

- 1. Construction and Maintenance Change Order and Payment Adjustment Manual available on the [MTO Technical Publications](#) website

## SECTION CAGC 6.0 - MANAGEMENT OF DELIVERABLES

### CAGC 6.01 General Scope

This CAGC section covers the documentation and submission requirements of the deliverables by the Contract Administrator.

The scope of Section CAGC 6.0 - Management of Deliverables, is captured in CAGC Table 6.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 6.0 - Management of Deliverables Scope**

CAGC Subsection	Pre	During	Post
6.02 - Documentation of Pre-Construction Conditions	x		
6.03 - Survey Requirements	x		
6.04 - Status Reports	x	x	x
6.05 - Time Sheets and Invoices	x	x	x
6.06 - Project Specific Deliverables	x	x	x
6.07 - Inspections	x	x	x
6.08 - Visual Assessment of Hot Mix Deficiencies		x	
6.09 - Bituminous Road Inspector's Daily Report		x	
6.10 - Monthly Summary of Quality Process Non-Conformances		x	
6.11 - Year-end Summary Reports Year End Summary Reports and Pit and Quarry After Use Report		x	x
6.12 - Contractor Performance Rating		x	x
6.13 - Contractor Infraction Report		x	
6.14 - Project Construction Report			x
6.15 - Record Documents	x	x	x
6.16 - Diaries	x	x	x
6.17 - Contract Completion		x	x
6.18 - Post Construction Contract Closing Process			x
6.19 - Commissioning of Highways Prior to Opening			x
6.20 - Record Drawings			x

### CAGC 6.02 Documentation of Pre-Construction Conditions

The Contract Administrator shall conduct pre-construction inspection and documentation of site conditions immediately in advance of commencement of construction.

The conditions shall be documented through the entire construction zone limits by obtaining photographs/videos and shall include: all existing signs and markers, all entrances and entrance culverts, side roads and culverts, existing pavement and shoulder conditions in the construction zone and along all haul routes, all existing ditches and culvert ends, existing structures, existing safety items (guiderail, end treatments), existing electrical components, traffic signals, construction staging areas, ingress and egress of posted construction entrances, existing highway lighting, power plants, and other authority's equipment (such as hydro, bell, and railways).

The Contract Administrator shall ensure that copies of the pre-construction documents are uploaded in the Contract Management System.

### **CAGC 6.03                      Survey Requirements**

The Contract Administrator's survey work is separate and independent from the Contractor's quality control surveys.

A monument is the official steel bar or post set in the ground to indicate a boundary. A marker is a wood stake or stone cairn to alert people to the monument.

Prior to ground-breaking the Contract Administrator shall:

- a) From appropriate plans, locate and field-flag survey monuments to prevent their damage.
- b) Have a survey monument inventory undertaken and identify potential conflicts with construction.

After excavation commences, the Contract Administrator shall accurately survey and submit to MTO the appropriate documentation for the following:

- a) The actual rock surface after excavation of overburden. The survey of the actual rock surface shall be completed independently of the Contractor's survey.
- b) The survey of actual rock surface shall be used to create an actual rock surface DTM in In-Roads, compare with the original rock surface DTM, and on a monthly basis re-calculate earth excavation and rock excavation (including shatter) quantities and generate new cross-sections / volumes. The new cross sections / volumes shall be used for estimating quantities for progress payment. Check that zero (0) rock stations are supported by field measurement prior to blasting operations. Refer to the CAIS for additional details (for rock administration) for example.
- c) Actual muskeg depth and width.
- d) Rock surplus for volumes if by cubic metre and not square metre.
- e) Earth borrow and rock surplus if in bank volume is used as opposed to truck haul (imported).
- f) Any sub-excavation or soft spots by elevation to check below specified sub-grade elevation verify record data including elevations and changes.
- g) Streambed and water level elevation for any in-water work, if not provided in the design.

The Contract Administrator shall:

- a) Check under-fill stripping widths and depths and control over-stripping widths on a borrow Contract.
- b) Check all Transition Points to be verified by elevation and offset.
- c) Quality Assurance checks for subgrade and granulars shall include the record of the station, actual elevation and offset, at the specified intervals in a separate field diary.
- d) Verify and document 10% of Contractor's alignment layout throughout the life of the Contract.



- e) Review In-Roads final design cross sections when matching to existing tie-ins, structures, or new structures to check that elevations and transitions are properly coordinated.
- f) Verify, measure, record and submit all final vertical clearance along each edge of lane for any new structure (bridge, culvert, overhead sign, bridge widening or any other infrastructure).
- g) Have any destroyed legal boundary survey monuments reinstated and reported on under OLS supervision.
- h) Ensure that surveying documentation in accordance with the Diaries CAIS clause is completed.
- i) Ensure that the Contract Administrator requirements specified in OPSS 100, subsection GC 7.02, Layout, are met.
- j) Check that the Contractor fulfills the requirements specified in OPSS 100, subsection GC 7.02, Layout.

#### **CAGC 6.04 Status Reports**

The Contract Administrator shall prepare and deliver to the MTO Contract Services Administrator status reports on a weekly or monthly basis as confirmed by the MTO CSA.

The status report includes:

- a) Summary of the previous status report activities.
- b) Summary of the anticipated activities for the upcoming status report.
- c) Breakdowns of staffing names, positions, hours and/or days worked / to be worked, as applicable to the details of the basis of payment tables.
- d) Activities performed by the individuals within the status report period.
- e) Anticipated activities to be performed within the upcoming status report period.
- f) Breakdown of any Engineering Materials Field Testing performed from the basis of payment tables, including the number of tests performed.

#### **CAGC 6.05 Time Sheets and Invoices**

The Contract Administrator shall deliver, in a timely manner, to the MTO Contract Services Administrator the necessary time sheets and invoices on a weekly or monthly basis depending on the Contract Administrator's contract basis of payment.

The timesheet shall be in a table format and include:

- a) All staff positions, hours / days worked each day, a summary of hours / days for the week, previous total hours / days, and remaining hours / days in the Contract Administration contract.
- b) All testing performed, previous tests performed, and remaining tests in the assignment.
- c) All samples delivered to the Quality Assurance or the Engineering Materials Office labs, previous deliveries, and remaining deliveries in the Contract Administration contract.

The timesheet shall include rates for positions, tests, or sample deliveries.

A signed timesheet from each staff member indicating what specific tasks were undertaken each day, start time, end time, and meal breaks (unpaid) may also be required.

The invoice shall include a table that shows:

- a) All staff positions, total hours / days charged for the invoice, previous hours / days charged, and remaining hours / days charged.

- b) All testing charges, previous total charges, and remaining testing.
- c) All sample delivery charges, previous total charges, and remaining deliveries.
- d) Total previous invoices paid, total invoice amount, HST previous HST amount, and remaining Contract Administration value after this invoice.

The invoice shall include all timesheets as an attachment.

The invoice shall also include any written permission from the ministry to undertake work on Saturdays, Sundays, or holidays, and all written accepted staff substitutions, as attachments.

#### **CAGC 6.06                      Project Specific Deliverables**

The Contract Administrator shall upload documents in the Contract Management System on a weekly basis at a minimum, including:

- a) Photographic records.
- b) Video records.
- c) Diary sheets in PDF format when necessary (for diary sketches for example).
- d) Daily production records for milling, paving, and earth excavation/grading operations, including brief details of location of work and lane closures, and lane closure and operation hours.

The Contract Administrator shall also deliver/make available to the MTO Contract Services Administrator all digital Contract data not uploaded in the Contract Management System such as photographic and video records in an USB or external drive (at no additional cost to MTO).

The Contract Administrator shall verify that the Contractor adheres to submission timelines required by the Contract and verify that the Contractor uploads all submissions into the appropriate folders in the Contract Management System.

#### **CAGC 6.07                      Inspections**

The Contract Administrator shall ensure that all inspections are completed in accordance with the CAIS requirements.

In addition to CAIS requirements, the Contract Administrator shall deliver the ongoing and final inspections of the following:

- a) Overhead lines.
- b) Cathodic protection.
- c) Check that One Call and MTO locates are done before when digging near Electrical and ITS/ATMS underground plant.
- d) Highway electrical systems, such as highway lighting, traffic signals system, and vehicle detection equipment.
- e) ITS/ATMS systems, such as variable message signs, cameras, VDS/NITS, ramp metering and queue end warning.
- f) Spot-checking validity of Contractor-issued certificates, pre-installation testing, and proof of performance testing.
- g) Contractor electrical maintenance activities shall continue during seasonal shutdown.
- h) Receive and review traffic signal PHM-125 drawings in relation to electrical drawings to ensure that below ground matches above ground installations.

**CAGC 6.08 Visual Assessment of Hot Mix Deficiencies**

The Contract Administrator shall complete and submit MTO Form PH-CC-875 (Visual Assessment of Hot Mix Deficiencies) to MTO Quality Assurance.

**CAGC 6.09 Bituminous Road Inspector's Daily Report**

The Contract Administrator shall complete and submit Bituminous Road Inspector's Daily Report (MTO Form PH-CC-106) to MTO Quality Assurance.

**CAGC 6.10 Monthly Summary of Quality Process Non-Conformances**

The Contract Administrator shall record all Non-Conformances and deviations from the QC requirements using Monthly Summary of Quality Process Non-Conformances (MTO form PH-CC-861) and submit to MTO Quality Assurance.

**CAGC 6.11 Year-End Summary Reports and Pit and Quarry After Use Report**

For the Year-End Summary Reports:

The Contract Administrator shall complete the year-end summaries data and submit it in the Contract Management System.

Year-end summaries submissions shall be completed no later than 30 Days from the last placement of the material, and at the end of each calendar year (by December 31) for the Work completed to that date for carry-over Contracts.

Year-end summaries shall be completed for:

- a) QA Granular Summary
- b) Hot Mix Summary
- c) Smoothness Data
- d) Concrete Acceptance Test Data

Additional details can be found in the applicable CAIS and MTO OPSS/SSP.

For the Pit and Quarry After Use Report:

At the conclusion of the Contract, or annually by December 31 for multiyear Contracts, the Contract Administrator shall submit to the MTO Geotechnical staff the Pit and Quarry After Use Report (MTO Form PH-D-046) for all sources used on the Contract for both non-commercial and commercial sources. Any tonnages delivered from the Right-Of-Way (ROW) production of aggregates shall also be reported at this time.

**References:**

1. SSP 199S38, Administration of Aggregate Sources Including Earth Borrow And Rock Supply Sources And Highway Right-Of-Way Aggregate Production

**CAGC 6.12 Contractor Performance Rating**

Form Bs and Contractor Performance Ratings (CPRs) shall be completed in the Contract Management System by the Contract Administrator. The Contract Administrator shall discuss with the Contract Services Administrator if hard copy files are acceptable.

The Contract Administrator shall:

- a) Review and follow the Contractor's Performance Rating (CPR) in accordance with the "Contractor Performance Rating - A Contract Administrator's Guide to Rating".
- b) Ensure that the CPR Form B comments are compiled regularly and recorded in the appropriate section.
- c) Ensure all Form B comments are relevant to the form / section, applicable to the work, describe the observation in appropriate detail, and includes reference to the specific item / location of work.
- d) Provide CPR Form Bs to the Contractor prior to each site meeting for review and discussion at the meeting.
- e) Revise or clarify any Form B comments after discussion with the Contractor.
- f) Ensure that the Form B comments are clear, complete and include factual information to support the comment with appropriate references.
- g) Complete the final CPR document based on contract information, test results, and the final Form B package.
- h) Submit the final CPR and Form B package be reviewed and approved by MTO as follows:
  - i. Reviewed by the Contract Services Administrator.
  - ii. Recommended by the Area Manager, Construction.
  - iii. Confirmed by the Head, Construction.

References:

1. Contractor Performance Rating - A Contract Administrator's Guide to Rating available from the [MTO Technical Publications](https://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).

**CAGC 6.13 Contractor Infraction Report**

The Contract Administrator shall prepare the Contractor's Warning of Infraction Report/Infraction Report upon discussion with the MTO Contract Services Administrator and Area Manager, Construction and shall attach appropriate documentation. The completed Warning of Infraction Report/Infraction Report shall be forwarded to the Contract Services Administrator. The prepared Infraction Report will be forwarded to the Regional Construction Oversight Office for further action. The Contract Administrator shall attend any meetings with the Contractor to discuss the issuance of the Warning of Infraction Report or the Infraction Report at the request of the Regional Construction Oversight Office.

References:

1. Procedures for Processing the Contractor's Infraction Report is available from the [MTO Technical Publications](https://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).

**CAGC 6.14 Project Construction Report**

The Contract Administrator shall review and become familiar with the PCR guidelines detailed in Provincial Construction Memorandum, PCM-2015-01 and associated templates from the CSA or in the Construction section of MTO's Project Management Best Practices.

The Contract Administrator shall keep on-going records during construction and a living PCR document to record issues. If data within the Contract Management System is referenced in the PCR, the Contract Management System record IDs shall be included wherever possible.

The Contract Administrator shall prepare the Project Construction Report at the completion of the contract in accordance with the requirements specified in the Project Construction Report Guideline available for use from the [MTO Technical Publications](http://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).

For Contracts with "Performance Warranty Specifications", the Contract Administrator shall also include the following in the Project Construction Report:

- a) Comments on the Contractor's Pavement Design.
- b) Comments on the Contractor's Hot Mix Asphalt Design.
- c) Observations During Construction.
- d) Noted Instances of Poor Workmanship and Deficient Materials.
- e) Recommendations related to the performance warranty specifications.

References:

- 1. Provincial Construction Memorandum, PCM-2015-01, New Project Construction Report (PCR).

**CAGC 6.15                      Record Documents**

The Contract Administrator shall create a folder for Record Documents and upload into the Contract Management System.

All confidential documents if not stored in the Contract Management System app can be stored in the Contract Management System File Manager.

The Contract Administrator shall:

- a) Prepare, package, and submit the Record Documents, which includes deliverables specified the Record Documents Checklist (MTO Form PH-CC-878) and this clause within 60 days from the completion of construction.

For documents to be stored and retained as hard copies, the Contract Administrator shall:

- a) Place Record Documents in titled and numbered file folders.
- b) Include an index list in Box #1 that lists the contents of all boxes and files, and provide this list digitally to the MTO CSA.
- c) Include an index list in each box to indicate the contents of that box taped onto the inside lid.
- d) Record Documents must be packaged in accordance with the MTO Provincial Highways Management Progress and Final Payment Quantities Guidelines (available upon request).
- e) Storage boxes shall be standard legal/letter size record storage boxes with a hinged lid and the boxes and must meet the requirements for Government Storage Cartons (Staples Advantage SKU STP20657 Government Records Storage Cartons or Colt Paper (a division Cold Pak) "Office File Storage Boxes" SKU Number FILEBOX-1).
- f) Boxes shall not exceed 18kg/40lbs or be overfilled (exceeding 7/8 full).
- g) File folders shall be arranged upright in a neat and orderly fashion.
- h) Oversize maps, drawings, or cross-sections that do not fit in the standard boxes noted above shall be separated, rolled and stored in maps boxes.
- i) Binders and clips are not recommended due to the amount of space they take.
- j) All boxes and box lids must be free of damage and open and close properly.

- k) There shall be no writing on the outside of the box.
- l) Contract numbers and box numbers must be written on separate sheets of paper attached to the outside of the boxes.

#### Photographic and Video Records:

- a) Provide full video record (both directions on each highway and at each structure) of the construction zone to illustrate the traffic control and signage in place for each stage of construction. Each video will be identified by the structure, date, and stage.
- b) Provide photographic records of all contract work, to be able to identify: progress of work, specialty inspections, environmental controls, significant incidents, accidents, potential claim or delay situations, construction signing configurations, any changes from the contract, unusual or critical operations, and other situations as appropriate.
- c) All records are to accurately record the date and time they were recorded.
- d) Photographic records relating to accidents, claims, or potential legal action are to be of conventional format (not digital).
- e) Records of complex matters are to be accompanied by a narrative or diary reference that clarifies the situation.

Review electronic records with MTO CSA to confirm storage medium (example: USB, external hard drive, digital file transfer) for any files too large to upload into the Contract Management System. Keep a record of all transmittals outside of the Contract Management System and include this list with the Record Documents and in the Contract Management System.

#### **CAGC 6.16 Diaries**

The Contract Administrator shall keep a separate Inspector's Diary for Grade, Structure, Concrete, Bituminous, Electrical, Environmental, and other items, Compensation Requests or Change Orders, and as directed by the MTO Contract Services Administrator.

The Contract Administrator shall ensure reference to the CAIS inspection activities and time spent on each operation is included in the Inspector's Diaries.

Where the Contract Administrator becomes aware of an ambiguity, error, or omission which could lead to a Compensation Request or Change Order, they shall immediately begin keeping records in the Inspector's Diaries.

#### **CAGC 6.16.01 Contract Administrator's Diary**

The Contract Administrator's Diary shall be maintained within the Contract Management System under the Diary Contract Management System App.

The Contract Administrator shall make daily entries in the Contract Administrator's (CA) Diary.

The Contract Administrator shall verify that all fields within the Daily CA Diary are completed as applicable.

Further to the generic data fields within the Contract Management System "Diary", the following documentation requirements shall be recorded where applicable:

- a) Title: As Daily Diary records can be keyword searched by title, Daily Diary records are to be titled with keywords denoting any operations, events, disputes, issues or other matters that are significant to the day's events.
- b) Weather conditions; recording frequency should increase when conditions are near critical thresholds (e.g., low temperature, precipitation).

- c) General progress of the Work, especially at the beginning and ending of important phases, and an account of any difficulties encountered by the Contractor including achievement of milestones and whether notification was made to the Contract Administrator.
- d) If significant, relevant Item Posting records are to be linked into the diary record in their respective section.
- e) Record of labour, materials, equipment recorded as entries into their respective grids within the diary record, with associated quantum.
- f) Data required for reconciliation of Daily Work Records including activity and location whenever there is the potential for a change in the Contract or the Contractor has raised the potential for a change in the contract. If DWRs are taken, they are to be done so in the Daily Work Record and linked into the appropriate grid within the diary record.
- g) Contractor's disputes or complaints. If relevant, provide the Record IDs for formal contractor submissions.
- h) Verbal and written instructions given to the Contractor. If relevant, provide the Record ID.
- i) Record of events that could influence the Contractor's production and possibly require shut down on the Contractor's part.
- j) Any significant event that occurs on the contract and an assessment of the potential impacts.
- k) Dates of the relocation of utilities and all pertinent data regarding the effects such as relocation has on the Contractor's use of equipment.
- l) All discussions, complaints, concerns, etc., or dealings with property owners (i.e., date of physical acquisition of property). If any documentation is associated with the issue, digital copies are to be uploaded as attachments to the diary record (and any other pertaining records).
- m) Discussions with external stakeholders including municipalities, other ministries, utilities, agencies, third parties.
- n) Record of any grade or alignment changes together with the rationale for and acceptance of the change. Diagrams or schematics to be uploaded to the diary record, as applicable.
- o) Deviations from the Contract Documents, including plans, profiles along with the rationale for acceptance of the change. Copies of the change shall be uploaded to the diary record.
- p) Any decisions or recommendations made by MTO officials must be recorded, including the date, subject, decisions and final results. A copy of this record shall be promptly sent to the Contract Services Administrator for information and/or for forwarding to appropriate individuals, and uploaded to the appropriate location in the Contract Management System.
- q) Irregularities in any item during construction. Irregularities should also be records against the sub-code under Remarks in the Item Posting and linked into the Diary record.
- r) Explanation for underbuilding and/or overbuilding and for under-excavation and/or over-excavation. Diagrams or schematics to be uploaded to the diary record, as applicable.
- s) Any changes in the Work, including additions and deletions, identification of the compensation mechanism, including references and appropriate justification.
- t) Reference to Change Order and their Record IDs.
- u) Record all incidents within the contract limits, and on operations connected with the contract (example: set up of closures or traffic queues resulting from closures). Incidents are also to be detailed in the Incident Notification record, with reference made to it in the diary.



- v) Record of all environmental incidents, including, but not limited to, when the incident took place, actions taken or intended to be taken by the Contractor regarding the incident such as containment of spills, notifications made to proper authorities, actions taken to clean up and restore the environment to pre-incident conditions, investigations, charges, Stop Work Orders and remedial instructions by regulatory agencies, environmental complaints by the public. Incidents are also to be detailed in the Incident Notification record, with reference made to it in the diary.
- w) The condition of haul roads before and after construction, including appropriate documentation (example: photographs), noting limits and local by-laws. Proposed haul route maps are to be uploaded to the appropriate folder under Documents in the Contract Management System.
- x) Explanations for incompleteness of any field records.
- y) The necessity for re-excavation or sub-excavation not indicated on the plans.
- z) Contamination of any materials, reasons for replacement and method of payment.
- aa) Record of non-compliance/non-conformance with environmental timing constraints, permits and approvals, action taken to address, and communications with MTO and regulatory agencies.
- bb) Report Information shall be recorded in the Diary for the preparation of the Project Construction Report. All peculiarities as they occur such as design and construction problems and their solutions, Quality Assurance problems, tender item overruns, etc., must be documented.

#### **CAGC 6.16.02                      Inspector's Diary**

The Contract Administrator's Inspector shall:

- a) Maintain accurate and detailed description of Contract operations relative to the Contractor's activities. This applies to operations involving equipment and labour and other items which the MTO may either have to make payment or would require knowledge of at a future date.
- b) Confirm that all data recorded in the Inspector's Diary is under that of the appropriate category.
- c) Record Contractor's activities under the appropriate sections to ensure an accurate depiction of activities occurring on site.
  - i. Record under an Item Posting record and link into the diary record the daily production for work.
  - ii. Record the Inspector's attendance time on the operation will be recorded.

The minimum documentation requirements shall be as follows:

- a) The "Master List of Equipment" provided by the Contractor at the start of construction and uploaded into the Contract Management System. The inventory must record all appropriate data to establish an OPSS 127 rate for all Contractor-owned and rented equipment used on the contract. Where possible, the owner of the rented equipment shall be recorded.
- b) Weather conditions; recording frequency should increase when conditions are near critical thresholds (e.g., low temperature, precipitation).
- c) Contractor's hours of Work to be recorded in the "Start Time (24 Hr)" and "End Time (24 Hr)" sections of the diary.
- d) General progress of Work (where the Contractor is working and what he is doing).
- e) Equipment being moved or arriving on the job and its purpose. Daily equipment inventory for the operation being inspected should be input into the Equipment grid, with appropriate quantum.
- f) Visits to the contract of MTO officials, and any specific instructions they may have given.
- g) Instructions given to the Contractor.
- h) Contractor's disputes or complaints.



- i) All discussions and dealings with property owners.
- j) Work performed on the contract by public utilities, noting start and completion of the Work.
- k) Stoppage of Work by the Contractor for any reasons with full description of why Contract was shut down.
- l) If Daily Work Records are taken, they are to be linked into the diary under their appropriate section.
- m) Complete description of how cuts are excavated, type of equipment used, and difficulties encountered due to either improper equipment or nature of material. Include pictures and diagrams to the diary record.
- n) Diagrams or schematics shall be uploaded to the Diary record.
- o) The source and nature of excavated material and its final disposal including the equipment involved and the time and duration of the Work.
- p) Number of loads of material where possible without consulting with the weighman's or Contractor's records.
- q) Records of irregularities in the weighing operation and explain the remedial action taken or instructions given.
- r) Record of all environmental incidents including but not restricted to when the incident took place, actions taken or intended to be taken by the Contractor regarding the incident such as containment of spills, notifications made to proper authorities, actions taken to clean up and restore the environment to pre-incident conditions, investigations, charges, Stop Work Orders and remedial instructions by regulatory agencies, and environmental complaints by the public.
- s) Record of non-compliance/non-conformance with environmental timing constraints, permits and approvals, action taken to address, and communications with MTO and regulatory agencies.
- t) Documented verification of all Contract items.
- u) Obtain and record accurate measurements of Work done by the Contractor. Update item posting record.
- v) All equipment that is on the Contract must be recorded in the applicable grid within the diary record, including time worked, downtime, etc.
- w) Materials placed that relate to significant diary entries are to be entered into the applicable grid within the diary record.
- x) The number and type of labour shall be recorded in the applicable grid within the diary record. Notes section should be used to uniquely identify individual workers, if required. The actual hours worked and not worked shall be recorded.
- y) Inspection activities (including CAIS administrative and inspection activities) are to be recorded in the Daily Diary record, under the appropriate Item, within the appropriate diary type including: Grading, Drainage, Structural, Electrical.

Note: Working time, downtime and stand-by time must equal total daily working hours.

- z) The actual areas worked shall be noted station to station in the Item Postings record and linked into the diary record.
- aa) Location and length of any Work stoppages and the reasons why.
- bb) Where the method of payment in the tender is a rental hourly rate, the equipment hours should be recorded accurately to the nearest ½ hour.

Note: To support Contract payment in accordance with Plan Quantity Payment Procedures, additional diary entries are necessary (refer to current Progress and Final Payment Quantities Guidelines).

- cc) Item Postings to be linked into Diary record for all items of work completed each day, as required.

- dd) When a quantity of Work, as identified on the Quantity Sheet, is completed each day, either partially or wholly, the quantity completed that day is to be recorded against the appropriate sub-code in the Item Posting record and Linked into the diary record.

Additional information includes:

- ee) Details of changes affecting the plan quantity (i.e., additions or deletions) shall be recorded. Attach photos, diagrams, marked-up drawings to the record.
- ff) All supplemental/supporting documentation for which a record or MTO process is not currently configured is to be uploaded either to the diary record itself, an appropriately named subfolder under Documents, or to a record most pertinent to the documentation.

The Contract Administrator shall review the inspector's diary and pay statement records daily, to allow for the linking of the pay statement record to the inspector's diary.

#### **CAGC 6.16.03            Environmental Diary**

The Contract Administrator shall maintain a separate Environmental Diary and record the following:

- a) The Contractor's compliance/conformance and non-compliance with environmental timing constraints and actions taken to address them, as well as related communications with MTO and agencies.
- b) The Contractor's environmental protection measures and their effectiveness, including successes, deficiencies, instructions given, and results of corrective actions taken.
- c) Spills or other environmental incidents that the Contractor is responsible for, including, but not restricted to, details about when the incident took place, actions taken or intended to be taken by the Contractor regarding the incident such as containment of spills, notifications made to proper authorities, actions taken to clean up and restore the environment to pre-incident conditions, investigations, charges, Stop Work Orders and remedial instructions by regulatory agencies, and environmental complaints by the public. A copy of the Incident Notification (MTO Form PH-CC-818) that the Contractor is required to submit to the MTO within 48 hours of the incident should also be kept /linked with diary record.
- d) The discovery of existing environmental conditions such as archaeological resource finds and materials suspected of being contaminated including all relevant details as to what was found, and actions taken by the Contractor to notify the CA and/or the MTO and secure the site for investigation.

#### **CAGC 6.17                Contract Completion**

The Contract Administrator shall:

- a) Complete the CAIS Contract Completion Checklist prior to the Contract completion meeting.
- b) Complete the items identified in the CAIS Contract Completion Checklist.
- c) Review the completed checklist with the MTO Contract Services Administrator prior to the Completion Meeting.
- d) Identify the remaining deficiencies in the Work and review with the MTO Contract Services Administrator and then verify that the Contractor for remediates all deficiencies.

#### **CAGC 6.18                Post-Construction Contract Closing Process**

The Contract Administrator shall make sure that all final electronic documents, including post-construction documents, are uploaded in the Contract Management System for the MTO Contract Services Administrator to access. Documents in digital format not uploaded to the Contract Management System can be submitted via alternate means, as agreed to by the Contract Services Administrator.

Electronic documentation, not uploaded in the Contract Management System (such as large pictures, videos, drawings, etc.), shall be stored and provided on an external hard drive, USB stick, or alternative equivalent medium agreed to by the MTO CSA.

For design-build Contracts, the Contract Administrator/Contract Services Administrator shall notify the regional office of the completion date and a Certificate of Completion will be issued and signed by the Payment Certifier. All final documents shall be provided to the MTO CSA at.

The Contract Administrator shall:

- a) Complete the CAIS Post-Construction Contract Closing Process Checklist.
- b) Ensure the items identified in the CAIS Post-Construction Contract Closing Process Checklist are completed.
- c) Review the completed checklist with the MTO Contract Services Administrator prior to the Completion Meeting.

References:

- 1. OPSS 100, MTO General Conditions of Contract.

**CAGC 6.19 Commissioning of Highways Prior to Opening**

The Contract Administrator shall:

- a) Confirm with the MTO CSA the Highway Commissioning template to be used for the project. The checklist can be obtained from the [MTO Technical Publications](http://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).
- b) Be familiar with the protocol for commissioning new sections of highway prior to opening.
- c) Provide notification to the CSA and complete all items on the Commissioning Checklist in accordance with the Contract.

**CAGC 6.20 Record Drawings**

Record Drawings are defined in OPSS 100, MTO General Conditions of Contract (including marked-up changes of quantity sheets). Record Drawings are an important Contractor deliverable to MTO and its stakeholders.

The Contract Administrator shall:

- a) File the Record Drawings in the Contract Management System File Manager
- b) Verify that the final reconciliation of the Quantity Sheet items in the Contract Management System is accurate.
- c) Review the Record Drawings submitted by the Contractor to verify they contain all changes made to the Contract.
- d) Check that the Record Drawings comply with OPSS 100, subsection GC 7.17, Record Drawings, and verified final reconciliation of Quantity Sheet items data.
- e) Submit the Record Drawings to the MTO CSA for MTO distribution.
- f) Provide the full-size hard copy Record Drawings to the MTO CSA and functional project offices as part of the final deliverables submitted.

For Structural Contracts, the Contract Administrator shall Check that the Record Drawings requirements specified in SSP 199S55, Record Drawings for Structures and Foundations are met.

The Contract Administrator shall also submit the final Structural Record Drawings/As-built drawings to the CSA and Regional Structural Section Head and submit all final Record Drawings /as-built drawings using the final Road Report (MTO Form PH-CC-840) containing final permanent restriction data.

## SECTION CAGC 7.0 - QUALITY PROCESS MANAGEMENT

### CAGC 7.01 General Scope

Construction quality management is one of the pillars of project management and project delivery. Good construction quality management can reduce the number of mistakes and rework in a project. This can help projects come in on time and budget and helps contractors maintain a good relationship and reputation.

This CAGC section covers the documentation and submission requirements for quality management services by the Contract Administrator.

The scope of Section CAGC 7.0 - Quality Process Management, is captured in CAGC Table 7.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 7.0 - Quality Process Management Scope**

CAGC Subsection	Pre	During	Post
7.02 - Responsibility for Specialist Inspections	x	x	x
7.03 - Contractor Submissions	x	x	x
7.04 - Review and Submission of Test Results		x	x
7.05 - Fraud Awareness and Reporting	x	x	x
7.06 - Designated Sources for Materials	x	x	
7.07 - Engineering Materials Field Testing Services	x	x	
7.08 - Assessing Compliance to the Quality Processes <ul style="list-style-type: none"><li>• SSP 199S66, Quality Conformance Requirements</li></ul>		x	x
7.09 - Sampling and Material Testing <ul style="list-style-type: none"><li>• SSP 199F57, General Requirements of Samples for Quality Assurance, Referee and Other Testing by the Owner or the Owner’s Agent</li></ul>		x	
7.10 - Testing and Referee Testing <ul style="list-style-type: none"><li>• SSP 199S64, General Requirements for Referee Testing</li></ul>		x	x
7.11 - Performance Warranty Specifications	x	x	x
7.12 - General Warranty		x	x

### CAGC 7.02 Responsibility for Specialist Inspections

The Contract Administrator shall:

- Coordinate, monitor and confirm the work and services of inspectors and specialist inspectors.
- Keep the inspectors informed of the Contractor’s schedule to make sure they are available to carry out the necessary inspections.
- Immediately notify inspection staff if there are any changes to the Contractor’s schedule.
- Check all records and/or reports produced by the inspection staff to confirm that they meet the requirements.
- Be the Owner’s (MTO) representative for the Contract(s) assigned.
- Be the single communication point of contact between the Contractor and MTO.

- g) Coordinate the construction oversight work with any specialist inspection staff, including the designer.
- h) Act on information provided by the inspector specialists, designers and inform all appropriate parties of findings with recommendations and Contractor schedule changes.
- i) Coordinate and collaborate with MTO for any MTO quality audit inspections.
- j) Develop with MTO and the Contractor, project-specific communications protocols.
- k) Confirm any recommended design changes with the designer, via the MTO CSA.
- l) Coordinate the review of Contractor Submissions with the necessary inspection specialist, designer, and MTO functional offices when their specialized input is required.
- m) Invite the designer, inspector specialist(s) and MTO specialty functional office to the pre-start meeting and progress meetings.
- n) Coordinate with the design engineer specialists as specified in the applicable CAIS.

For CAIS inspection activities requiring a specialist inspector to perform, the Contract Administrator shall also ensure that the related verifications and administrative duties are performed by the Contractor Administrator.

### **CAGC 7.03 Contractor Submissions**

Contractor Submissions are specified in each construction tender. Typically, these are included under the Design and Submission Requirements section in standard Construction and Material specifications.

The Contract Administrator shall confirm that all Contract Submissions:

- a) Are received within the timelines specified in the Contract.
- b) Meet all Contract requirements.

The Contract Administrator shall:

- a) Receive and Review Contractor Submissions.
- b) Respond to the Contractor / confirm the submission's review status, within the timelines specified in each CAIS.
- c) Submit to MTO the Contractor Submissions, with review comments and recommendations, within 2 Business Days of receipt.
- d) Monitor that the Work is completed in accordance with the Contract requirements, including Contract submission timelines.
- e) Submit written recommendations to MTO, as situations arise, to make sure Contract timelines are achieved.
- f) Confirm, document, and Report that Contractor Submissions:
  - i. Are received within the specified time frame.
  - ii. Consist of the specified number of copies, content, and format.
  - iii. Are sealed and signed according to the Contract Documents, when applicable.
- g) Review submissions pertaining to the Work to identify errors during construction:
  - i. Monitoring and reviewing the quality of Contractor's Work to confirm that the Contractor is discharging its obligations and responsibilities.
  - ii. Notifying the Contractor of any deficiencies in the construction of the Work identified by the MTO or Service Provider's instructing the Contractor to take appropriate corrective measures and confirming and reporting the results of the corrective measures.

- h) Notify MTO of errors found in submissions with recommendations on how to proceed.
- i) Maintain control of the receipt, use and final disposition of all MTO-supplied materials in accordance with MTO procedures.
- j) Identify, track, and maintain design related issues and supporting documentation in a monthly summary. (Note incorporation of design issue required during final post construction reporting.)
- k) Write recommendations on situations/issues, within timelines specified in the Contract, deemed necessary by the MTO.
- l) Monitor environmental construction related permits to check that they are obtained as required, adhered to as prescribed in the Contract and that any follow up communications with the issuing regulatory agencies are documented.
- m) Review the requirements of OPSS 100, MTO General Conditions of Contract, for the Contractor to submit CVORs for equipment on site and supplying source materials throughout the duration of the contact.
- n) Check that personnel certifications, including checking that the Contractor's Engineer is a licensed holder by the Professional Engineers of Ontario (PEO). Information can be found in PEO's Directory.
- o) What additional Contractor staffing qualifications are specified in the Contract Documents, coordinate the staffing review process with MTO.
- p) Check that MTO receives all final Contractor Submissions copies (including Working Drawings).
- q) Verify that Contract Submissions (including Working Drawings) are readily available to inspection staff on site during construction.

#### **CAGC 7.04                      Review and Submission of Test Results**

The Contract Administrator is informed that the role of the quality assurance testing lab is only to provide raw data and not to determine acceptability.

The Contract Administrator shall:

- a) Review the individual test results and determine if the material adheres to the Contract requirements including any applicable payment adjustments, or rejectable materials within 4 Business Days of receiving the results.
- b) Use the test results to calculate for example: payments and adjustments, standard deviations, averages, and lot summaries, as required by the Contract Documents and applicable CAIS and to be documented by Instruction Notice.
- c) Provide the test results to the Contractor as soon as they are made available to the Contract Administrator.
- d) Submit the test results to the MTO CSA and MTO Quality Assurance section within 4 Business Days of the results made available to the Contract Administrator with comments and/or recommendations.
- e) Monitor, record, and check that the test result submissions are meeting the required time frames. All test results are to be submitted in an electronic format.
- f) Where test results deem the materials rejectable ensure that review with MTO CSA/QA is undertaken including recommendation for administration of rejectable materials.

The Contract Administrator shall:

- a) Ensure that applicable actions are taken including in the Contract Management System, to administer all material acceptance based on review of test results.
- b) Confirm the price adjustments and allocate the responsibility for the cost of the referee and if additional QA testing is required.

- c) Include comments within the Contract Management System record regarding any action being taken.

## **CAGC 7.05                      Fraud Awareness and Reporting**

The Contract Administrator shall:

- a) Act honestly and with integrity in the performance of its duties.
- b) Make all reasonable efforts to prevent fraud from occurring.
- c) Make all reasonable efforts to make sure they are aware of what constitutes fraud.
- d) Report any instance of alleged or suspected fraud in accordance with this section.

If the Contract Administrator becomes aware of or suspects a fraudulent or dishonest activity has occurred, on a ministry contract, construction project or in the materials used in construction, the Contract Administrator shall immediately report the suspect inappropriate activity by:

- a) Notifying an MTO management employee of the activity, or
- b) Reporting the inappropriate activity via email to [ConstructionTipline@ontario.ca](mailto:ConstructionTipline@ontario.ca) or by phone call to 1-844-760-5220, as described under Provincial Highway Infrastructure on the MTO page of the [Ontario.ca](https://www.ontario.ca/page/provincial-highway-infrastructure) website (<https://www.ontario.ca/page/provincial-highway-infrastructure>).

Examples of acts of fraud or dishonesty covered by this section include:

- a) Bid rigging or collusion in preparation of contract bids.
- b) Theft or misappropriation of funds, supplies or other property (including intellectual property), information or services (e.g., personal purchases using MTO's funds, unauthorized removal of MTO's assets from the premises, theft of controlled stock (e.g., sample security seals)).
- c) Unauthorized disclosure of confidential information to an outside party (e.g., giving confidential information about a contract price to a competitor, disclosure of confidential information during a tender or procurement process; unauthorized disclosure of personal information to an outside party).
- d) False or fraudulent claims for any benefit, contribution, or payment (e.g., submitting a false receipt for a fictitious expense; falsifying the number of hours worked; falsifying results of quality control tests; submitting an inflated invoice).
- e) Impropriety with respect to the handling or reporting of financial transactions.
- f) Forgery or the alteration, with intent to misrepresent, of any documents (example: signing for approval without proper authority; recording data without actually taking the reading; switching or tampering with test samples to misrepresent product quality; misrepresenting goods or services delivered to reduce or increase profit; misrepresenting material actually used on a project; altering a third party's application).
- g) Unauthorized destruction or removal of records or assets; and
- h) Dishonesty in the conduct of MTO's business (example: accepting kickbacks or bribes from a supplier/contractor; bid rigging or collusion in the preparation of Contract bids).

When fraud is suspected, the Contract Administrator shall:

- a) Document the reasons for concern.
- b) Gather supporting documents.
- c) Immediately report to the ministry.
- d) Not confront/contact individuals.
- e) Not perform the investigation.



- f) Not discuss with others.

The Contract Administrator is informed that all reports of suspected fraud will be reviewed by the Ministry of Transportation's Internal Audit Team who will investigate and decide whether action is required. If the Ministry of Transportation determines that inappropriate activity has occurred, the Ministry of Transportation will decide on what further action is required. The further action could include the ministry contacting the Ontario Provincial Police (OPP) for further investigation and possible criminal prosecution.

#### **CAGC 7.06                      Designated Sources for Materials (DSM)**

The Contract Administrator shall confirm that materials, in accordance with the Contract Documents and as specified in applicable CAIS, conform with the Designated Source of Materials Lists as specified in the Contract Documents and OPSS 100, MTO General Conditions of Contract.

#### **CAGC 7.07                      Engineering Materials Field Testing Services**

The Contract Administrator shall arrange and provide the field-testing services noted in the Engineering Materials Field Testing Reference table and the applicable CAIS.

Field tests, other than those identified in the payment schedule forms, are considered part of the general duties of site staff. The Contract Administrator is to make an allowance and incorporate these costs in their bid price.

Included as 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 Contract Administrator upon their availability.

The Contract Administrator shall communicate these test results to the Contractor within the timeframes specified in the Contract Documents and the applicable CAIS.

##### **CAGC 7.07.01                      Materials Field Testing Staff and Equipment**

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

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

##### **CAGC 7.07.02                      Field Compaction Testing**

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 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.

## **CAGC 7.08                      Assessing Compliance to the Quality Processes**

### **CAGC 7.08.01                  General**

Throughout the duration of the Contract, the CA shall be responsible for:

- a) Monitoring the performance of the Contractor by verifying the Contractor's processes, quality of the Work, and assessing the conformance to the quality performance requirements.
- b) Take the appropriate steps to prevent or mitigate the occurrence of a non-conformance by proactively enforcing the requirements of the Contract Documents and inspecting the work consistently throughout the duration of the construction Contract and bringing matters to the Contractor's attention proactively.
- c) If the CA notices that the work does not meet the requirements of the Contract, at any time throughout the duration of the Contract, the CA shall immediately have a discussion with the Contractor so that issues are immediately addressed. The CA shall inform the Ministry of all issues with recommendations. The CA shall administer the Quality Conformance Requirements (included in SSP 199S66 - Quality Conformance Requirements) for all occurrences of non-conforming work.
- d) Requiring that the Contractor reviews non-conformances, the Contractor shall provide a corrective action plan for review by the Contract Administrator.
  - i. For the review of the corrective action plan, the CA shall perform the preliminary review and provide recommendations to MTO for review.
  - ii. When the review of the corrective action plan includes engineering design changes, the Contract Administrator shall ensure the necessary communications with the design team takes place before providing a recommendation to MTO for review. The MTO CSA and Quality Assurance representatives shall be included and consulted in these communications.
  - iii. The Contract Administrator shall ensure that their review of the corrective action plan be performed in an efficient manner.
- e) Review Requests to Proceed and Issue Notices to Proceed, to the Contractor in a timely manner.
- f) Check that work conforms to the requirements of the Contract Documents for all specifications, including when a Certificate of Conformance or Manufacturer Certificate of Conformance is required.

### **CAGC 7.08.02                  Assessment of Conformance**

During the course of construction, and within 30 Days after the date of certification of Contract Completion, the CA shall assess the conformance to the quality performance requirements related to the following activities:

- a) The production, supply and placement of all Material used in the Work;
- b) The removal, rehabilitation, modification, or construction of temporary or permanent elements of the Work; and
- c) Sampling, testing and QC records associated with a) and b) above.

The CA shall carry out any or all of the following, as a minimum, to assess conformance of the Work:

- a) Random, Milestone, and continuous inspections including the minimum inspection requirements in the respective CAIS related to the work;
- b) Review of sampling procedures;
- c) Review of material test results;
- d) Audit of quality control documents;

- e) Verify Certificate of Conformance (CoC), Manufacturer's Certificate of Conformance (MCoC), other certificates, Request to Proceed (RTP), and Request to Place Concrete, issued by the Contractor, are according to the Contract Documents;
- f) Review any reports prepared by a Specialist hired either by the CA or MTO.

In addition, the Contract Administrator is informed that MTO may perform audits to assess conformance and shall assist MTO with any information sharing and coordination when requested.

### **CAGC 7.08.03                      Quality Conformance Requirements**

The Contract Administrator shall:

- a) Inspect the Contractor's operations and clearly document the Contractor's compliance, during the Work in the daily diaries.
- b) For "Certificates of Conformance" (CoC), "Manufacturer's Certificate of Conformance" (MCoC), "Request to Proceed", "Request to Place Concrete", and any other certificates for construction:
  - i. Receive documents.
  - ii. Sign and date the "Request to Proceed", "Request to Place Concrete" to confirm receipt.
  - iii. Confirm, document and report whether the documents Meet the Contract Document requirements, including that they are submitted within the specified time frames.
  - iv. Confirm if Contractor's Engineer has been on-site to carry out an inspection of the work, or at the fabrication plant.
  - v. Confirm the Contractor has not proceeded to the next operation until receiving a "Notice to Proceed".
  - vi. Confirm that the work meets the Contract requirements.
- c) Assess the work, component or product that pertains to the specific certificate or request to confirm that the requirements of the Contract Documents have been met. Inspection of the work, component, or product shall be carried out according to the inspection tasks detailed in the applicable CAIS.
- d) Issue a "Notice to Proceed" only when the requirements of the Contract Documents are met.
- e) When the Contractor identifies a non-conformance:
  - i. Check and confirm that the non-conforming work is properly identified and perform independent inspection of non-conforming work.
  - ii. Notify MTO that the Contractor has identified a non-conformance.
  - iii. Ensure the Contractor submits the applicable non-conformance record in the Contract Management System.
- f) When a non-conformance is identified before the Contractor identifies the non-conformance:
  - i. Immediately notify the Contractor in writing.
  - ii. Immediately document the non-conformance.
  - iii. Notify MTO, in writing, that the Contractor has been informed of the non-conformance.
- g) Check and confirm that the Contractor implements one or a combination of a corrective action and/or payment reduction and preventative measures prior to continuing with the associated activity.
- h) Check and confirm that the Contractor does not proceed with any subsequent activities that would prevent or impede the implementation of the approved proposal.

- i) Check and confirm that the Contractor completed Part A of MTO form PH-CC-859, Non-Conformance Report (NCR), as specified in SSP 199S66 section 4.3. If the occurrence of a non-conformance is not identified by the Contractor within 24 hours, as specified in subsection 4.3.1, initiate and complete Part A of the NCR and submit to the Contractor.
- j) Receive the NCR, and any supporting documents and notify MTO of the receipt.
- k) Review the NCR, and any supporting documents, to determine if the report is complete, accurate, and has been submitted according to the Contract Documents.
- l) Review the proposal for corrective actions and/or payment reductions and preventative measures, within 5 Business Days, to achieve conformance with the Contract Documents.
  - i. Identify any issues with the submission.
  - ii. Determine if the corrective action and/or payment reduction to be taken is appropriate. Consideration shall be given to the effect of the proposed corrective action on the quality of the end-product.
  - iii. Determine if the preventative measures proposed will stop the non-conformance from happening again in the future.
  - iv. Discuss and supply written recommendations to MTO.
  - v. Liaise between MTO and the Contractor to request any clarifications.
- m) If the proposal for corrective actions includes amendments to the Contract Documents, forward the proposal to MTO for approval before implementation of such proposed amendment. If the proposed amendment is approved and results in a change in the Contract, issue a zero-value Change Order to incorporate the amendment into the Contract Documents. In most cases a Change Order will not be required. Any corrective action that requires a set off shall be administered through an OPA.
- n) Notify the Contractor if the proposal was approved or rejected.
- o) Check and confirm no unapproved amendments, if any, to the Contract Documents are appended to a related Contractor's certifications (CoC, MCoC, Certificate of Components).
- p) Confirm that Contractor does not proceed to the next operation until all non-conformances have been addressed according to SSP 199S66 - Quality Conformance Requirements, and the Contract Documents, and the CA has issued a "Notice to Proceed", when required in the Contract Documents.
- q) Within 3 Business Days of receiving a completed Part B of the NCR from the Contractor, complete MTO form PH-CC-862, Status of Non-Conformance to:
  - i. Determine the status of non-conformance.
    - a. A deviation, including the reason for the deviation;
    - b. Not a deviation;
    - c. Under review with the Owner or
    - d. NCR returned to the Contractor
  - ii. Notify the Contractor by completing the status of non-conformance.

Note: A deviation will not be waived regardless of the Contractor's subsequent conformance (consult with MTO staff for further action).

- r) When the status of non-conformance is identified as "under review", update the status to a) "major deviation" or "minor deviation" or b), or d) in a timely manner after discussions with MTO.
- s) Follow subsections 4.4.2 and 4.4.3 of SSP 199S66 - Quality Conformance Requirements, to determine the classification of a deviation. Obtain MTO involvement through the Contract Services Administrator (CSA), or Area Manager-Construction, Quality Assurance staff where the classification of the deviation is not obvious or precedent setting.

- t) Check and confirm that the Contractor carries out the corrective action, and/or payment reductions or preventative measures according to the approved proposal. For each non-conformance, the CA shall check and confirm that the Contractor has completed the approved corrective actions in a timely manner.
  - i. The CA shall consult with MTO if the Contractor fails to complete the approved corrective action.
  - ii. A further administrative action shall be considered if the Contractor fails to complete the approved corrective action in a timely manner (Consult with MTO staff for further action).
- u) Record all non-conformances and deviations from the QC requirements (Monthly Summary of Processes Non-Conformance) and submit to MTO according to the distribution list on a monthly basis.
  - i. Make sure documentation of acceptance of any non-conforming work, including a sound rationale and approval by the appropriate level of ministry authority.
  - ii. Distribute Non-Conformance Reports to Quality Assurance staff for their review and comments. For the MTO Construction Management Office Central area, only the Non-Conformance Reports that may result in major deviations, shall be distributed.
  - iii. Summarize the resulting action from the Non-Conformance Reports during the time period of the Contract including Deviation assessments.
- v) Review all quality process deviations as part of the monthly progress meetings.

#### **CAGC 7.08.04 Contractor's Right to Challenge a Deviation**

If the Contractor challenges the assessment of a deviation, the CA shall:

- a) Check and confirm that the challenge is within 3 Business Days of the notification of the classification of a deviation.
- b) Confirm the Contractor has submitted all documentation supporting the Contractor's position prior to the monthly progress meeting where it will be discussed. Make sure that the Contractor documents the reason that the deviation is being disputed, and justification of why the deviation should not be assessed as indicated.
- c) Complete a timely review of the Contractor's submission (within 30 days of receipt of the submission).
- d) Consult with MTO field staff and the Quality Assurance Section.
- e) Issue the final decision on the deviation, using an Instruction Notice, giving reasons for the decision.

#### **CAGC 7.08.05 Appeal Process**

The Contract Administrator is informed that:

- a) If the Contractor disagrees with the decision of the Contract Administrator to issue a deviation, the Contractor has the option to appeal the decision by using the Contractor Performance Rating (CPR) appeal process.
- b) The impact of a deviation is only to the Contractor's Performance Rating.

#### **CAGC 7.08.06 Deficient Materials**

To clarify the administration and ensure consistency in administration of deficient materials, the following protocols are to be observed for assessing deficient materials:

- a) Material with an attribute for acceptance that does not have a payment factor is deficient when the attribute does not meet the contract requirements. (i.e.: tensile strength of geotextile, pullout resistance of dowel bars, plasticity of granular materials)

- b) Materials with a payment factor that is not combined with other payment factors is deficient if the payment factor for the lot is less than 1.000 or by the terms of the contract is “rejectable” (i.e.: the compressive strength of structural concrete).
- c) Materials with a combined payment factor are deficient if the overall payment factor is less than 1.000 (i.e.: for a lot of asphalt, if the individual payment factor for “AC” was 1.000, but the overall payment factor was 0.9862, this lot of HMA would be considered deficient). Occurrences are counted for each attribute.
- d) Materials with a combined payment factor where one or more attributes are less than 1.000, “rejectable”, or not within the upper and lower range, are to be considered deficient (i.e.: for a lot of asphalt, if the individual payment factor for “Air Voids” was 0.9834, “Compaction” was 0.9912, “4.75mm Sieve” was “rejectable” and the overall payment factor was 0.9751, this lot of HMA would be considered deficient. A non-conformance report would be required for this lot noting the payment factor less than 1.000, Compaction, Air Voids and the 4.75mm sieve). Occurrences are counted for each attribute.
- e) Materials are deficient if any one or more of criteria 1, 2, 3 or 4 above apply.
- f) Each tender item is considered separately for assessment of deviations for deficient materials and do not accrue across tender items. Deviations for workmanship, do accrue across tender items.

## **CAGC 7.09                      Sampling and Material Testing**

### **CAGC 7.09.01                General**

The Contract Administrator shall conduct material sampling and testing work in accordance with the Contract, CAIS standard, Field Guide for the Acceptance of Hot Mix Asphalt and Bridge Deck Waterproofing, and Directives Memoranda.

### **CAGC 7.09.02                Location of Sampling**

The Contract Administrator shall:

- a) Determine the random location of sampling for all samples to be tested.
- b) Follow sampling restrictions and frequency of testing specified in the Contract.

### **CAGC 7.09.03                Maintaining a Log of All Samples**

The Contract Administrator shall ensure that a log is maintained of all the samples delivered to the laboratories that includes:

- a) Type of sample.
- b) Quantity.
- c) Security seal (label/tag) with a unique number for identification purposes assigned to the contract.
- d) Lot and subplot numbers as applicable.
- e) Sample location.
- f) Date sampled.
- g) Name of all persons witnessing sampling (CA and/or Contractor's staff).
- h) Date shipped and method of shipping.
- i) Date the samples were received by the laboratory.
- j) Date the test results were received from the laboratory.

#### **CAGC 7.09.04                      Sampling and Witnessing**

The Contract Administrator shall take and maintain possession of the samples from when the time the samples are taken by the Contractor until the samples are received by the testing laboratory.

When using commercial/third party carriers, the Contract Administrator shall be responsible for the services and delivery provided by the third-party carrier. The Contract Administrator is informed that maintaining possession of the samples does not preclude the use of commercial/third party carriers as long as they are not associated with the Contractor.

The Contract Administrator shall:

- a) Be present and witness all sampling including samples:
  - i. from production facilities such as precast girders.
  - ii. off-site (example: PGAC at hot mix plants, precast plants).
  - iii. remote locations from the Contract site to project QA laboratory.
- b) Always maintain custody of the samples, for example by not leaving any samples unattended or in the care of the Contractor at any time.
- c) Be responsible to protect the integrity of the samples.
- d) Receive the sample containers from the Contractor in accordance with the Contract.
- e) Check that the containers used for samples of material controlled under WHIMIS are appropriate for the materials being shipped.
- f) Monitor the Contractor's operation and Check that sampling techniques meet the Contract requirements.
- g) Inspect all samples to make sure they are the proper size, weight and volume and free of any damage or contamination.
- h) Be present and witness when the samples are packaged by the Contractor.
- i) Check that all samples are properly packaged by the Contractor including packaging to minimize risk of the samples damage during transport.
- j) Not accept the samples unless satisfied that the samples are properly packaged.

#### **CAGC 7.09.05                      Application of Security Seals**

Once the sample has been taken and is properly packaged by the Contractor, the Contract Administrator shall place the samples in the plastic security bag.

The Contract Administrator shall:

- a) Obtain security bags and seals from the MTO Quality Assurance section.
- b) Retain possession of all bags and seals, and properly apply security seals onto the sample bags.
- c) Use separate bags for each portion of a duplicate sample and each of these bags shall be sealed with a different security seal.
- d) Apply the security seal once the sample is in the bag. Security bags and seals shall be used for the following samples:
  - 1. Hot Mix Bulk QA and referee samples.
  - 2. Hot Mix compaction core QA and referee samples.
  - 3. Hot Mix thickness cores.
  - 4. CIR and CIREAM bulk samples.
  - 5. CIR and CIREAM compaction slabs and cores.



6. HIR Bulk QA and referee samples.
  7. HIR compaction core QA and referee samples.
  8. HIR thickness cores.
  9. PGAC and asphalt cement QA and referee samples.
  10. Emulsion QA and referee samples.
  11. Release agent.
  12. Soils, Aggregates and Granular QA and referee samples.
  13. Soils, Aggregates and Granular physical properties QA and referee samples.
  14. Open Graded Drainage Layer aggregate QA and referee samples.
  15. Open Graded Drainage Layer core QA and referee samples.
  16. Geotextile QA and referee samples.
  17. Cement, supplementary cementing materials and limestone filler.
  18. Admixtures and water for concrete.
  19. Curing compound.
  20. Concrete Cores.
  21. Salt-scaling slabs.
  22. Waterproofing.
  23. Pavement Markings.
- e) Account for and return all unused MTO sample bags and security seals to the Quality Assurance section at the end of the Contract.
  - f) For samples not requiring security bags and seals (these include but are not limited to concrete cylinder samples, steel reinforcement, elastomeric bearings), the Contract Administrator shall obtain a security seal (label/tag) with a unique number for identification purposes from the MTO Quality Assurance section.

The Contract Administrator is informed that security bags and seals can be applied to other types of samples in special circumstances, at the direction of MTO.

#### **CAGC 7.09.06                      Sample Labelling and Identification**

The Contract Administrator shall:

- a) Clearly label all samples in accordance with the Contract requirements.
- b) Verify that all samples, including those handled by a commercial carrier are accompanied by:
  - i. a security seal (label or tag) that includes a unique number for identification purposes.
  - ii. WHMIS labels according to the applicable Dangerous Goods Legislation.
  - iii. relevant Safety Data Sheets (supplied by the Contractor).
  - iv. additional documents, such as mill certificates, material weight tickets.

The Contract Administrator shall include the following, at the minimum, to identify a sample:

- a) Sampling date.
- b) Contract number.
- c) Lot/sublot number.
- d) Location or Station of sampling.
- e) Material sampled.

The Contract Administrator shall review the sample data information submitted by the Contractor in accordance with SSP 199F57 in the Contract Management System.

The Contract Administrator shall then enter the following details such as the:

- a) Testing code.



- b) Security seal reference number.
- c) Quality Assurance Laboratory.

#### **CAGC 7.09.07                      Sample Storage By the Contract Administrator**

The Contract Administrator shall:

- a) Securely store and transport in such a manner to protect the samples from damage and contamination.
- b) Not subject samples to freezing temperatures at any time and in the case of asphalt cores temperatures shall not exceed 40 degrees Celsius.
- c) Maintain the samples in a dry environment (or as specified in the Contract Documents).
- d) Not exposing samples to direct ultraviolet light.
- e) Avoid jarring, rolling, or hitting samples.

#### **CAGC 7.09.08                      Delivery of Samples By the Contract Administrator**

The Contract Administrator shall:

- a) Deliver all samples in a suitable testing condition.
- b) Be thoroughly inspected immediately upon arrival by the laboratory.
- c) Deliver all samples identified in this Clause to the designated laboratory (regional quality assurance laboratory or Engineering Materials Office (EMO) or another testing facility identified by Quality Assurance Office.

Deliver all samples in a suitable testing condition with a security seal label including a unique number for identification purposes, Safety Data Sheets supplied by the Contractor, and WHMIS labels according to the applicable Dangerous Goods Legislation within the time limits and locations specified in the Contract.

Samples lost, damaged (example: 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.

Report all samples unsuitable for testing by the laboratory or the owner (unsuitable samples), immediately as well as in their weekly/monthly status reports to MTO.

Inform the Contractor if there are any samples deemed to be “non-conforming”. This could include samples that are lost, damaged, contaminated, do not conform to Contract Documents (e.g., incorrect sample size/weight), or delivered outside the timelines specified in the Contract Documents.

If MTO determines that the Contract Administrator is not taking adequate care of the samples resulting in repeated instances of unsuitable samples then MTO reserves the right to hold the Contract Administrator for all costs as a result of the unsuitable samples including costs associated with the Contractor obtaining new samples to replace the unsuitable samples, the Contract Administrator’s witnessing the sampling and delivery of the samples to the appropriate laboratory. These costs shall not exceed \$500 per sample plus the Contract Administrator’s costs for witnessing the sampling and delivery of the samples.

The Contract Administrator shall refer to CAGC Table 7.1 below for the delivery of samples at the specified locations. For additional details, please refer to the corresponding CAIS and the clauses within this CAIS.

The Contract Administrator shall contact the Regional Head of Quality Assurance if the material is not listed the CAGC Table 7.1 below.

**CAGC Table 7.1 - Sample Delivery Locations based on Materials and Tests**

<b>Material/Test</b>	<b>Where to Deliver</b>
<b>Aggregates / Soil</b>	
Geogrid (information only)	EMO
Geotextiles	EMO
OGDL cores	EMO
Aggregates, Granular and Soils Samples	Regional QA Lab
OGDL Layer aggregates	Regional QA Lab
<b>Bituminous</b>	
CIR / CIREAM / HIR (loose mix, compaction cores, & thickness cores)	Regional QA Lab
Hot Mix Asphalt (loose mix, compaction cores, thickness cores, aggregate and RAP for Gsb, cores for RAC, SMA grit)	Regional QA Lab
PGCA (all 3 samples)	Regional QA Lab
Surface Treatment Binders, Emulsion, Granular Sealers, and Cut Back (liquid asphalt)	Regional QA Lab
Tack Coat and Interlayer Shear Strength (ISS) Cores	Regional QA Lab
<b>Concrete</b>	
Mechanical Connectors	Element Materials Technology, 15 High Ridge Court, Cambridge, ON, N1R 7L3
Bridge Bearing Pads, Ballast Wall and Approach Slab Bearings	EMO
Cementing Materials	EMO
Expansion Joint Seals and Joint Sealant	EMO
Glass Fiber Reinforced Polymer (GFRP) Reinforcement	EMO (Note: Selected Contracts will be instructed to deliver samples to CMTE in Hamilton.)
Pavement Markings, Glass Beads	EMO
Steel Reinforcement (black and stainless)	EMO
Structural Steel Coatings	EMO
Waterproofing System (Waterproofing membrane, protection board, tack coat, primer, polyester reinforcement)	EMO
Welded Wire Reinforcement	EMO
Admixtures and Curing Compounds	Regional QA Lab
Concrete Cores and Cylinders (compressive strength, air void system, thickness, rapid chloride permeability)	Regional QA Lab
Grout Cubes for Compressive Strength	Regional QA Lab
Linear Shrinkage	Regional QA Lab
Salt Scaling Resistance samples from RSS wall (acceptance and referee slabs)	Regional QA Lab
Ultra-High Performance Fibre Reinforced Concrete (UHPFRC) flexural strength beams	Regional QA Lab
Water for Concrete	Regional QA Lab
Winter Maintenance Materials (sand/salt/brines)	Regional QA Lab

#### **CAGC 7.09.09                      Sample Delivery By the Contractor**

The Contract Administrator is informed that the Contractor is responsible to deliver concrete cylinders, grout cubes for strength determination, and bridge bearing pads, to the laboratory designated by MTO.

The Contract Administrator shall:

- a) Check that all samples delivered by the Contractor are delivered in a timely fashion, free of any damage or contamination, in a testable condition with proper identification (e.g., Contract number, date sampled, material type, lot, subplot, contact person, etc.).
- b) Check that the samples include Safety Data Sheets and WHMIS labels shall be according to the applicable Dangerous Goods Legislation (supplied by the Contractor).
- c) Review deficiencies in these operations as identified by the Contract Administrator's staff or the laboratory and take appropriate action if problems arise.
- d) Inform the Contractor if there are any samples deemed to be "non-conforming". This could include samples that are lost, damaged, contaminated, do not conform to Contract Documents (e.g., incorrect sample size/weight), or delivered outside the timelines specified in the Contract Documents.
- e) Verify that samples deemed unsuitable for testing by the laboratory or MTO are not used for testing. Verify that all costs associated with obtaining new samples and delivering these samples to the designated laboratory are paid by the Contractor.
- f) Confirm that all the required samples have been delivered to the appropriate laboratory for testing.

#### **CAGC 7.09.10                      Samples Delivered to the Quality Assurance Lab**

The Contract Administrator shall deliver to the Quality Assurance Lab, designated by MTO, when the samples identified in CAIS Administration and Inspection Activities specifications, and CAGC Table 7.1 above, are identified to be delivered to the Quality Assurance Lab in accordance with this Clause.

The Contract Administrator shall deliver the samples during normal business hours (from 8:00 a.m. to 5:00 p.m.), Monday through Friday. When the Contract Administrator must deliver a sample outside of these hours, the Contract Administrator shall give the laboratory one full Business Day notice.

If the time limits or locations for delivering samples are not specified elsewhere in the Contract, the Contract Administrator shall deliver the samples to the Quality Assurance Lab according to the specified time limits.

The Contract Administrator shall review the testing laboratory's records and send back to the laboratory if more information is required.

The Contract Administrator shall report all samples deemed unsuitable for testing, by the laboratory or MTO (unsuitable samples), immediately as well as in the Contract Administrator's status reports to MTO.

#### **CAGC 7.09.11                      Samples Delivered to MTO**

The Contract Administrator is informed that most QA testing is done by the Quality Assurance Laboratories; however, some specialized materials testing is conducted through MTO's Engineering Materials Office (EMO).

The Contract Administrator shall deliver to EMO when the samples identified in CAIS Administration and Inspection Activities specifications and as noted in CAGC Table 7.1 above, are identified to be delivered to EMO at the following address:

95 Arrow Road, Shipping Entrance  
Toronto, Ontario, M9M 3B3

## **CAGC 7.09.12                      Time Limits and Locations for Samples Delivered to the Quality Assurance Lab**

If the time limits and/or locations for delivering samples are as specified in the Contract Documents.

Deliver the samples no later than [\* CAIS Fill-In, See Notes to MTO User] Business Day(s) from the date of sampling to the Regional Quality Assurance Laboratory located within a [\*\* CAIS Fill-In, See Notes to MTO User] km radius of the Contract limits or [\*\*\* CAIS Fill-In, See Notes to MTO User].

## **CAGC 7.10                      Testing and Referee Testing**

### **CAGC 7.10.01                      General**

If the Contractor invokes the Referee Testing the Contract Administrator shall:

- a) Check that the Contract conditions are met.
- b) Check that the Contractor identified in writing the material and specific property or properties, attributes, and lot or sublots for which the referee testing is requested.

All communications with the referee testing laboratory shall be through the Contract Administrator.

The Contract Administrator shall coordinate the Referee request as follows:

- a) Check if the Contractor met the Referee request timeframes, detailed in the Contract.
- b) Obtain a referee testing request form from the [MTO Technical Publications](http://ontario.ca/mtotechpubs) website (ontario.ca/mtotechpubs).
- c) Complete the referee request form in accordance with the Contractor's request.
- d) Send a completed referee request form to the Contract's Quality Assurance Officer.
  - i. Include all pertinent data required to complete the referee testing.
  - ii. Obtain from the QAO the next referee laboratory and contact information from the appropriate Engineering Materials Office referee roster.
- e) Contact the referee laboratory to inform them that they have been selected as the referee laboratory and communicate the quantity of samples and testing required.
- f) If the referee laboratory cannot carry out the referee testing in a reasonable timeframe, inform the Contract's QAO, to obtain a different referee laboratory.
- g) Contact and instruct the Contract's Regional Quality Assurance Laboratory, to deliver the referee samples, within a reasonable timeframe, to the referee laboratory.
- h) When the schedule for the referee testing has been set with the referee laboratory, Notify the Contractor, the CSA and the QAO, with the details of the referee laboratory, dates and times.
- i) Confirm that the notification to MTO and the Contractor by the referee lab is a minimum 3 Business Days in advance of the date and time for Referee Testing.

The Contract Administrator shall:

- a) Receive the resulting referee test results.
- b) Use the referee test results for final evaluation and payment of the material refereed.
- c) Forward the referee results and final payment adjustment to the Contractor.
- d) Forward the referee results together with a cover letter to the Contract's QAO.
- e) Confirm the protocol with the Quality Assurance Officer or additional requirements.

## **CAGC 7.10.02 Other Testing Requested By the Owner**

When other testing is requested by the Owner, the CA shall arrange for the Contractor and the CA to furnish all reasonable assistance to the Owner.

## **CAGC 7.11 Performance Warranty Specifications**

### **CAGC 7.11.01 General**

This section is applicable to Contracts that include performance warranty specifications. Performance warranty specifications provide for some discretion on the extent of performance measurement during the warranty period, based on a general observation of the performance of the work.

Performance warranty specifications typically commence just prior to the completion of construction. For long duration projects, they may commence long before the completion of construction, or commence and terminate during the construction of the work. When this occurs, warranty performance measurements and the applicable procedures listed below for the warranty period and warranty termination shall be completed during construction.

### **CAGC 7.11.02 Pre-Construction Documentation**

When the Contract Documents includes performance warranty specifications, confirm with the MTO Quality Assurance and CSA if the material sampling and testing requirements and inspections activities are in accordance with the applicable CAIS.

The Contract Administrator shall Receive and Check Owner the Certificate of the Pavement Design and the Pavement Design Report (MTO Form PH-CC-822-CPD).

### **CAGC 7.11.03 During Construction Documentation**

The Contract Administrator shall Record all inspections, sampling, performance assessment and any conditions that may affect the performance during the warranty period kept in a secure location until the Release from Performance Warranty (MTO Form PH-CC-901) is issued for the work.

### **CAGC 7.11.04 Post Construction Documentation**

The Contract Administrator shall:

- a) Check post-construction documentation submitted by the Contractor including the Post Construction Certificate - Pavement with Warranty (MTO Form PH-CC-822-PCC).
- b) Complete and issue the Warranties form (MTO Form PH-CC-841), along with the application for Certificate of Substantial Performance, including the established limits of the warranty parts or segments.

## **CAGC 7.12 General Warranty**

On Contracts with a 12-month general warranty, the Contract Administrator shall complete and issue the Warranties form (MTO Form PH-CC-841) along with the application for Certificate of Substantial Performance.

NOTES TO MTO USER:

Fill-Ins for Clause CAGC 7.09.12:

- \* Enter the number of Business Day(s).

\*\* Enter the maximum distance to the Regional Quality Assurance Lab.

\*\*\* Enter the name of the laboratory.

MTO is to confirm these fillable areas by contacting the Regional Quality Assurance. These timelines should coincide with SSP 199F57, General Requirements of Samples for Quality Assurance, Referee and Other Testing by the Owner Or the Owner's Agent.

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: industry's preference is for MTO to specify the name of the laboratory to be used for each project for bidding purposes.

## SECTION CAGC 8.0 - ENVIRONMENTAL ISSUES MANAGEMENT

### CAGC 8.01 General Scope

This CAGC section covers the general documentation and submission requirements of the deliverables by the Contract Administrator. These requirements shall be used in combination with the applicable CAIS.

The scope of Section CAGC 8.0 - Environmental Issues Management, is captured in CAGC Table 8.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 8.0 - Environmental Issues Management Scope**

CAGC Clause	Pre	During	Post
8.02.01 - General Environmental Protection Compliance	x	x	x
8.02.02 - Requirements to Verify Contract Compliance	x		
8.02.02 - Requirements to Verify Contract Compliance	x		
8.02.03 - Requirements for Environmental Protection, Mitigation Compensation, Offsetting and Overall Benefit Measures		x	
8.02.04 - Environmental Registrations, Permits, and Approvals		x	x
8.02.05 - Contractor Environmental Plans	x	x	x
8.02.06 - Environmental Notifications		x	
8.02.07 - Environmental Documentation Requirements		x	x

### CAGC 8.02 Environmental Issues Management

#### CAGC 8.02.01 General Environmental Protection Compliance

Compliance with federal and provincial legislation requirements for environmental protection must be achieved during construction. In addition to the requirements provided in every Contract, some compliance requirements are included in the Contract Documents as project-specific provisions.

The Contract Administrator has a role in enforcing the Contractor’s contractual adherence to environmental protection legislation.

The Contract Administrator is encouraged to consult any and all available environmental assessment process documentation that is available for further information on the environmental provisions contained in the Contract Documents and their purposes. Refer to the MTO Class Environmental Assessment for Provincial Transportation Facilities for additional information.

In addition to general environmental monitoring described within this CAIS, the Contract Administrator may be required to undertake more specific environmental monitoring. Where applicable, specialist monitoring requirements are outlined in the Environmental Speciality Work Plan.

The Contract Administrator shall ensure that, in accordance with MTO’s procedures for processing a Contractor’s Infraction, an Infraction Report is issued for a serious incident/breach of the contract, including a matter constituting a reportable event to a governing/regulatory authority.

Consequences, in addition to administrative action by MTO, for non-compliance with environmental protection legislation can be severe, including substantial monetary fines and/or jail terms (placed by the federal/provincial regulatory authority).

## **CAGC 8.02.02                      Requirements to Verify Contract Compliance**

### Pre-Construction

To verify Contract compliance, the Contract Administrator shall:

- a) Provide the Contractor with a copy(ies) of any draft Permit(s) to Take Water that the MTO has obtained for the Work from MECP or reports to support water taking registrations prepared in design, as applicable, if the Contractor has not already obtained them from the Tender Documents as specified in OPSS 100, MTO General Conditions of Contract.
- b) Check property restrictions, expropriations, easements, clearances, restrictions, Permission to Enter agreements, terms of each property agreements.
- c) Verify that the Contractor possesses an Incident Management Plan with the above components. The Incident Management Plan should include a list of regulatory agencies with their specific contact information that will be contacted in the event of a spill/environmental incident under all applicable legislation. Payment should be clear in the specification.
- d) Ask the Contractor to identify any area that they plan to disturb outside the specified limits of the Work (access, storage, disposal, work yard, etc.). Remind the Contractor that the selection and use of any such areas must comply with Environmental laws as well as environmental assessment and environmental permit/approval requirements/commitments.
- e) Review the key environmental requirements of the contract. Advise the Contractor that, with respect to statutory environmental requirements and prohibitions, they are responsible for providing environmental protection measures that are required solely because of the choices made by the Contractor with respect to construction means, methods, techniques, sequences, and procedures.

## **CAGC 8.02.03                      Requirements for Environmental Protection, Mitigation Compensation, Offsetting and Overall Benefit Measures**

### During Construction

The Contract Administrator shall check that the Contractor complies, at all times, with the requirements specified in the Contract Documents, the Summary of Environmental Commitments and Concerns provided by the designer, including:

- a) Environmental design elements.
- b) Environmental protection, mitigation, compensation, offsetting and overall benefit measures.
- c) Environmental construction constraints.
- d) Environmental incident management requirements.

The Contract Administrator shall check that:

- a) Protection/mitigation/compensation/offsetting/overall benefit measures are:
  - i. Constructed or adhered to (e.g., timing constraints) as required.
  - ii. Functioning as intended and maintained as specified.
  - iii. Removed where required at the end of construction.



- b) Operations, equipment, and materials are:
  - i. On-site where they are permitted.
  - ii. On-site when they are permitted.
  - iii. Occurring and/or being used or applied as permitted.

In the event of non-compliance by the Contractor, the Contract Administrator shall:

- a) Notify the Contractor of the need to take appropriate corrective actions.
- b) Confirm that the corrective actions are implemented in accordance with the Contract.
- c) Issue Infraction Reports, in accordance with MTO's Infraction Procedures, where corrective measures are not implemented by the Contractor, as instructed.

To verify Contract compliance, the Contract Administrator shall:

- a) Check that the Contractor uploads scanned, signed registrations, permits, approvals to the Environmental folder under the Documents folder under the construction contract in the Contract Management System.
- b) Check that the Contractor keeps any registrations, permits, approvals on site as required by the registration, permit, approval conditions.
- c) Request submission of any environmental drawings or plans that are specified by the Contract Documents, including Contractor proposals (for example: dewatering procedures or in-water work). Explain the review process and the time required for any approvals as specified in the Contract Documents.
- d) Document compliance with the requirements of the Summary of Environmental Commitments and Concerns Table provided by the designer, by completing the table. Upon construction completion, the Contract Administrator shall submit the completed table to MTO and ensure that the Environmental Planner receives a copy.
- e) Document the Contractor's compliance using the Contract Documents, Contractor Performance Rating, and update the Summary of Environmental Commitments and Concerns Table on a regular basis, and at least monthly.

#### Environmental Incident Management

In the event of a spill or other environmental incident including, but not limited to, the unauthorized death of fish or harmful alteration, disruption or destruction of fish habitat not specified in the Contract Documents or when there is a serious and imminent danger of any of these occurring), the Contract Administrator shall:

- a) Check that any spill, discharge, emission, release or escape of a material, pollutant, contaminant, deleterious substance or dangerous good as a result of an incident under the control of the Contractor or as a result of the Contractor's operations, is immediately contained according to the Contractor's Environmental Incident Management Plan.
- b) Check that the Contractor undertakes immediate notification of the spill/environmental incident to the proper authorities according to the Contractor's Environmental Incident Management Plan.
- c) Check that the Contractor undertakes cleanup and restoration of the environment to pre-spill/environmental incident conditions according to the Contractor's Environmental Incident Management Plan.
- d) Check that the Contractor completes the Incident Notification (MTO Form PH-CC-818) within 48 hours of the incident.
- e) Upon receipt, provide a copy of the completed Incident Notification (MTO Form PH-CC-818) to the MTO Environmental Delivery representative as well as the MTO Environmental Services Office (ENVIROMGMTMTO@Ontario.ca)

If the Contractor is unable or unwilling to take the appropriate actions to address the spill/environmental incident and make the appropriate notifications and or if there is any doubt whether notifications have been made, the Contract Administrator shall make the immediate notifications on behalf of the Contractor and take any other action necessary to protect the environment until such time as the Contractor is able or willing to provide the required response.

#### Protection of Migratory Birds

To verify compliance with Contract, the Contractor Administrator shall:

- a) Check that the Contractor has removed all non-active bird nests from structures prior to the nesting period for migratory birds as specified in the Contract Documents, before commencing any Work on the structures.
- b) Check that the Contractor installs and maintains bird nesting preventative measures on structures after removal of non-active nests as specified in the Contract Documents and monitors structures to verify that the nesting preventative measures are working as intended.
- c) Check that the Contractor abides by all timing constraints for the Work to protect nesting migratory birds and their young and eggs from disturbance as specified in the Contract Documents.
- d) Check that the Contractor is aware that the Contract Administrator must be notified if the Contractor encounters active bird nests (nests with young and/or eggs) during the Work. Follow direction in clause CAGC 8.02.06, Environmental Notifications, upon notification by the Contractor that active bird nests have been found during construction.

#### Wildlife Mitigation Measures

For wildlife fence and wildlife escapes, the Contract Administrator shall refer to CAIS 899S02.

To verify Contract compliance for all other wildlife mitigation measures, the Contract Administrator shall:

- a) Check that all new habitat features and wildlife passages under and over the road are installed as specified in the contract documents including retrofits to existing habitat areas and structures (i.e., bridges and culverts) such as the addition of substrate material or dry-land ledges.

#### Dewatering and Water Taking

Where dewatering activities are required as part of the Contract, the Contract Administrator shall refer to CAIS 517.

Additionally, the Contract Administrator shall, as applicable:

- a) Check that the water taken from the waterbody during in-stream diversions (active or passive) is returned directly to the same waterbody.
- b) Check that the Contractor meets the following regulatory requirements:
  - i. Any reports, plans or monitoring programs required to be prepared by a Qualified Professional to support registration in the EASR are on-site and are provided to MECP upon request;
  - ii. Any measures identified in the reports, plans and monitoring programs to be taken in specified circumstances are implemented as required;
  - iii. Written notice has been provided to municipalities and conservation authorities within whose jurisdiction the water taking is located including the Contractor's name and the dates and locations of the water taking;

- iv. The flow rate of any permanent stream from which water is being taken is measured each day as specified in the reports prepared to support registration or using an alternate methodology as provided by the Contractor's Qualified Professional, and that the instantaneous rate of water taking from the stream does not exceed 5 per cent of the stream flow rate at the point of the water taking;
- v. A daily log is maintained that includes the waterbody names and locations (using UTM co-ordinates), the average rate of water taking in litres/second, the flow rate if water is being taken from a stream measured according to reports supporting registration in EASR or an alternate methodology as provided by the Contractor's Qualified Professional, and the total volume of water taken in litres;
- vi. When water is discharged to a location within 30 metres of a waterbody, turbidity of the discharge does not exceed 8 Nephelometric Turbidity Units (NTU) above the background levels of the nearest waterbody;
- vii. If a method of discharge from a construction site includes a location that is within 30m of a waterbody, the MECP District Office is notified prior to the first discharge; and
- viii. Any complaints received during water taking that relate to the natural environment are reported to Ontario's Spills Action Centre 1-866-MOETIPS (1-866-663-8477); the date, time, circumstances of the complaint and measures taken are recorded; and a copy of any written complaints is retained.

#### **CAGC 8.02.04                      Environmental Registrations, Permits, and Approvals**

The Contract Administrator shall:

- a) Upload to WCBMS or Issue (for non-WCBMS contracts) to the Contractor all environmental registrations, permits and approvals obtained by the MTO.
- b) Monitor construction activities and check compliance with the project's specific environmental registrations/permits/approvals, including: Endangered Species Act registrations and Permits, Species at Risk Act Permits, Navigable Waters Act Permits, Permit to Take Water or registrations for water taking, Fisheries Act authorizations and MTO/DFO/MNRF Fisheries Protocol requirements.
- c) Check that the Contractor undertakes appropriate agency notification(s), in accordance with the conditions of the environmental registrations/permits/approvals.
- d) Check that construction activities that require project-specific environmental approvals that have not been obtained by the MTO at the date of tender closing, or are required to be obtained by the Contractor, do not occur unless the Contractor has obtained such permits/approvals or has been provided them by the MTO.
- e) Check that the Contractor has provided confirmation of registration in MECP's Environmental Activity Sector Registry (EASR), copies of final Permits to Take Water and any required Director's Orders exempting water taking activities from registration obtained from MECP, as applicable, prior to commencing water taking activities.
- f) Notify MTO upon receipt of a request from the Contractor to work outside of the in-water work timing restrictions specified in the Contract. Where the Contractor has investigated other solutions and has demonstrated to the Contract Administrator why the timing restrictions cannot be applied, the Contract Administrator shall request instruction from MTO as soon as possible and at least 21 business days in advance of the end of the in-water timing restriction. Requests for extensions shall not be assumed to be acceptable to MTO unless MTO has reviewed and accepted them.
- g) Be on-site during any compliance monitoring undertaken by a regulatory agency(ies), where advanced notice of the compliance monitoring has been provided by the agency(ies), the Contractor or MTO.

#### **CAGC 8.02.05 Contractor Environmental Plans**

When the Contract requires the submission of a project-specific plan for environmental protection, the Contract Administrator shall review the environmental plan(s) submitted by the Contractor and determine its acceptability. In addition, the Contract Administrator shall confirm the plan's compliance with the Contract, relevant environmental legislation, environmental timing constraints and approvals as well as confirm constructability. The Contract Administrator will notify MTO and the Contractor when the Contractor can proceed to the next operation if the plan complies with Contract requirements.

Note: In dealing with the Contractor, the Contract Administrator must keep in mind the review of proposals can take a significant amount of time, particularly where regulatory agencies may need to be consulted with respect to the possible impact of the proposal on existing permits, approvals or authorizations or requirements for new ones.

#### **CAGC 8.02.06 Environmental Notifications**

The Contract Administrator shall make the following Environmental Notifications to MTO immediately after receiving the notifications from the Contractor.

##### **CAGC 8.02.06.01 Archaeological Resource Find Notification**

- a) Where the Contract Administrator receives notification from the Contractor in accordance with OPSS 100, clause GC 3.07.05, that it is suspected that an archaeological find, such as building remains, hardware, accumulations of bones or other human remains, pottery, or arrowheads has been encountered during construction, the CA shall confirm that the Contractor has ceased work and protected the area in accordance with OPSS 100, clause GC 3.07.05, and shall notify the CSA and the MTO Environmental Planner or MTO Regional Archaeologist, as applicable to the project (confirm with CSA).
  - i. The Contract Administrator shall confirm that the Regional Archaeologist, or if not available, a licensed service provider Archaeologist contacted by the MTO, will visit the site to assess and verify the find and determine a course of action (unless the Contract Documents require the Contractor to have such a service provider available for this purpose during the Work).
  - ii. The Contract Administrator shall verify the Archaeologist on-site shall has contacted other appropriate authorities, including the Police, Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI) and the Ministry of Government Services, if they determine that human and/or archaeological remains have been encountered.

##### **CAGC 8.02.06.02 Contaminated Materials Notification**

- a) Where the Contract Administrator receives notification from the Contractor in accordance with OPSS 180, that materials suspected of being contaminated (e.g., stained or odorous soil, oily sheen on water in an excavation) have been encountered during construction, the Contract Administrator shall notify the CSA and the MTO Environmental Planner.
  - i. The Contract Administrator shall confirm that MTO will arrange to have an environmental professional who specializes in contaminated property identification and management, visit the site to investigate and determine a course of action (unless the Contract Documents require the Contractor to have such an environmental professional available for this purpose during the Work).
  - ii. The Contract Administrator shall verify the environmental professional has contacted the Ministry of the Environment, Conservation and Parks (MECP), when necessary and in consultation with MTO.

**CAGC 8.02.06.03****Species at Risk Notification**

- a) Where the Contract Administrator receives notification from the Contractor in accordance with OPSS 100, clause GC 3.07.06, that a Species at Risk has been encountered during construction, the Contract Administrator shall notify the CSA and the MTO Environmental Planner.
  - i. The Contract Administrator shall confirm that MTO will arrange to have an environmental professional who is qualified to identify Species at Risk visit the site, to verify the species and determine a course of action (unless the Contract Documents require the Contractor to have such an environmental professional available for this purpose during the Work).
  - ii. The Contract Administrator shall verify that the environmental professional contacted the appropriate regulatory agencies, when deemed necessary and in consultation with MTO.

**CAGC 8.02.06.01****Migratory Bird Notification**

- a) Where the Contract Administrator receives notification from the Contractor in accordance with the Contract Documents, that a bird nest containing eggs or young birds has been encountered during construction, the Contract Administrator shall notify the CSA and the MTO Environmental Planner.
  - i. The Contract Administrator shall confirm that MTO will arrange to have an environmental professional who is qualified to identify the bird species visit the site and determine a course of action, (unless the Contract Documents require the Contractor to have such an environmental professional available for this purpose during the Work).
  - ii. The Contract Administrator shall verify that the environmental professional contacted the appropriate regulatory agencies, when deemed necessary and in consultation with MTO.

**CAGC 8.02.07****Environmental Documentation Requirements**Contract Administrator's / Inspector's Environmental Diary

Refer to Section CAGC 6.0 - Management of Deliverables for details on the Environmental Diary.

Detailed Specialty Reports

If an Environmental Specialty Work Plan has been included in the Contract Administration contract (e.g., requirement for a Specialist such as a Waste Specialist to monitor contaminated property clean-up), detailed written reports shall be produced and submitted as outlined in the approved Environmental Specialty Work Plan (e.g., weekly submission to the Contract Administrator's Lead Environmental Inspector).

Post Construction

The Contract Administrator shall submit to MTO the following:

- a) Completed Summary of Environmental Commitments and Concerns table upon completion of construction.
- b) Completed copy(ies) of the Detailed Environmental Specialty Report(s) as outlined in the Environmental Specialty Work Plan.
- c) Two copies (one copy to the MTO Environmental Planner) of the MTO Class EA Process Monitoring Questionnaire (MTO Form PH-CC-839) and include investigations/charges, Stop Work Orders, remedial instructions from regulatory agencies, and public complaints as documented in the Environmental Diary.

## SECTION CAGC 9.0 - TRAFFIC AND ISSUES MANAGEMENT

### CAGC 9.01 General Scope

This CAGC section covers the construction administration and inspection requirements for the traffic and issues management as in SSP 199F01, Temporary Roadway Closures, SSP 100F68, Conditions of the Working Area and Maintaining Roadways and Detours, the Traffic Control Signing special provision, OPSS 706, Temporary Traffic Control Devices, and as specified below in subsection CAGC 9.03.

This CAGC section covers the documentation and submission requirements for traffic and issues management by the Contract Administrator.

The scope of Section CAGC 9.0 - Traffic and Issues Management, is captured in CAGC Table 9.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 9.0 - Traffic and Issues Management Scope**

CAGC Subsection/Clause	Pre	During	Post
9.02 - References	x	x	x
9.03.01 - General Traffic Management and Public Information Services	x	x	
9.03.02 - Seasonal Shutdown		x	
9.04 - Road and Structure Restrictions Reporting	x	x	x

### CAGC 9.02 References

This CAIS refers to the following, standards, specifications, or publications:

1. Highway Traffic Act and related Regulations.
2. Occupational Health and Safety Act (OHSA).
3. SSP 100F68, Conditions of the Working Area and Maintaining Roadways and Detours.
4. SSP 199F01, Temporary Roadway Closures.
5. Traffic Control Signing special provision.
6. Books of the Ontario Traffic Manual (OTM) and Book 7 Errata.
7. Regional Protocols for lane and ramp closure notifications.
8. SSP 199F45, Seasonal Shutdown.
9. OPSS 706, Temporary Traffic Control Devices.

### CAGC 9.03 Traffic Issues Management

#### CAGC 9.03.01 General Traffic Management and Public Information Services

The Contract Administrator shall upload traffic related forms and instructions in Contract Management System.

### **CAGC 9.03.01.01      Pre-Construction**

The Contract Administrator shall:

- a) Instruct the Contractor to provide their traffic control plan, traffic protection plan, and health and safety plan for review.
- b) Review the plans provided to assess conformance to the Contract Documents including OPSS 100, MTO General Conditions of Contract, Contract Drawings, Specifications, Special Provisions and Operational Constraints, as well as the Ontario Traffic Manual (OTM) Books, and the Occupational Health and Safety Act (OHSA).
- c) Provide comments and recommendations to MTO.
- d) Provide instruction back to the Contractor for any revisions required, otherwise provide instruction that the plans have been received and reviewed.
- e) Obtain the signed approved PHM-125 Drawings from MTO for any temporary traffic signals, and transmit these drawings to the Contractor.
- f) Determine the vertical and horizontal clearance restrictions for the first stage of work.
- g) Record the Contractor's contact person(s) responsible for traffic control and the Traffic Control Signing diary.
- h) Check that the construction zone designation is in place before reduced speed limit signs are changed or the construction zone begins/ends signs are installed.
- i) Check that layout of signs is in accordance with Ontario Traffic Manual Book 7 Temporary Conditions or as modified by the Contract Documents.
- j) Check the Contract Documents and order any temporary overlays for extruded signs several weeks before staging.

### **CAGC 9.03.01.02      During Construction**

The Contract Administrator shall:

- a) Review the traffic staging and traffic plans with the Contractor on a regular basis; provide updates to the MTO.
- b) Issue an Instruction Notice to the Contractor to document any concerns regarding their traffic control operations or their Traffic Control Plan.
- c) Check that the traffic control measures to be implemented by the Contractor are in conformance with their traffic control plan and traffic protection plan (devices are in place when needed, positioned where needed, and functioning as required).
- d) Check that all traffic control operations only take place when and where, permitted by the Contract Documents.
- e) Check that (on a regular basis) the Contractor records each stage change or sign change in the Traffic Control Signing diary.
- f) If an accident occurs check that the Contractor has documented all traffic control devices, signing, time of inspection and any other pertinent information including measurements, take photos and record the police accident report number.
- g) Check that all lane closure notification protocol is adhered to in accordance with the requirements of the Contract Documents.



- h) Check that the traffic control signs are in conformance with the approved traffic-related Contract Documents including:
  - i. PHM-125 drawings.
  - ii. Temporary Traffic Signal locations and functions.
  - iii. Permitted times for ramp closures and lane closures.
- i) Obtain videos of the traffic control operations during the monitoring periods.
- j) Confirm during installation of devices or portions of the work that affect the horizontal and vertical clearance, that dimensions are recorded, in metres to 2 decimal places, for each stage of work and within 24 hours of implementation of the horizontal and/or vertical restriction changes.
- k) Confirm the vertical and horizontal clearances.

The Contract Administrator shall:

- a) Verify that the Contractor maintains and updates a Traffic Signing Diary as required in accordance with OPSS 100, clause GC 7.01.05, Contractor's Representatives.
- b) Verify that traffic Control Lane Closure Notifications are submitted in accordance with MTO approved regional protocols included in the Contract, including notification requests through the Traffic Information & Roadwork Coordination, whenever lane restrictions will be in place either on a permanent or temporary basis.
- c) Monitor the traffic control measures implemented by the Contractor to determine that the actual measures are consistent with those shown in the previously assessed Traffic Control Plan and that the measures provide satisfactory levels of safety for workers and motorists.
- d) Verify Traffic Control signing, hours for lane closures.
- e) Ensure all documentation is uploaded in the Contract Management System.
- f) Notify municipalities of restrictions on their roads as required in the Contract Documents.
- g) Verify that sure that French notifications are approved by MTO before being sent out.
- h) Include [Ontario 511](https://511on.ca) (<https://511on.ca>) on notifications.

The Contract Administrator shall assess the effectiveness of the traffic control measures used by the Contractor, during the first 24-hour monitoring periods each time a new traffic control set-up is placed or after any alteration to an existing set up, to determine that:

- a) Traffic control measures implemented by the Contractor are what is needed, in place when needed, positioned where needed, and are working as required.
- b) Operations, equipment, and materials are only where they are permitted, occurring/operating/placed when they are permitted, and are doing what is permitted, deficiencies are corrected when they are needed by using what is needed, and doing it where it is needed.

The Contract Administrator shall:

- a) Notify the Contractor of any deficiencies identified in the traffic control measures, instructing the Contractor to take appropriate corrective measures and confirming and reporting the results of the corrective measures.
- b) Provide a copy of the Contractor's traffic control signing diary to MTO if requested by the MTO, and Check that the Contractor uploaded a digital copy in the Contract Management System.
- c) Check that Contractor's site supervisor performs traffic control/lane closure notifications including co-ordinating traffic management and public communications with other roadway Work in the vicinity of the project in accordance with the Contract.



- d) Monitor traffic flows through the site and notify MTO of any potential traffic delays, possible causes, and associated construction activities.
- e) Immediately Notify MTO of accidents that involve fatalities or serious injuries.
- f) Complete and maintain adequate public traffic staging records documenting staging plans to support any recommendations to MTO. Upload these records in the Contract Management System.

In MTO's Central Construction Management Office area, the Contract Administrator shall issue to the Contractor the Deployment Work Order, specifying deployment of a Portable Variable Message Sign (PVMS) including deployment location, identifying current location of the sign and deadline for completion of the work

### **CAGC 9.03.02                      Seasonal Shutdown**

Prior to the pre-seasonal shutdown meeting, the Contract Administrator shall:

- a) Verify that necessary changes to address seasonal shutdown or working in free time period are addressed.
- b) Review the Contractor's traffic control and protection plans to verify that they are up to date reflecting any necessary changes to address the seasonable shutdown or working in free time period.
- c) Review concerns from other stakeholder agencies regarding seasonal shutdown conditions.
- d) Facilitate the advance notification of closures, detours to be provided to emergency services, and acceptable emergency detour routes with municipalities, transit authorities.
- e) Verify if the staging complies with the seasonal shutdown.
- f) Monitor the Contractor's work prior to seasonal shutdown to ensure construction and maintenance related concerns will be addressed, such as:
  - i. Manholes and catch basins to be reset to shut down pavement elevations.
  - ii. Provisions for drainage must be made.
  - iii. lanes must be restored to contract requirements.
  - iv. all pavement markings (temporary and permanent) including appropriate obliteration are completed.
  - v. Address temporary and permanent signals.
  - vi. Check that all the safety-related components been provided as required by the seasonal shutdown configuration (such as TCB, SBGR).
  - vii. Check availability for use of turnarounds by emergency vehicles.
- g) Review if the number of working days are sufficient to allow the designed staging to be constructed and restored to the required configuration prior to the seasonal shutdown period.
- h) Review the appropriate typical cross-section for the Seasonal Shutdown/Working in Free time component in the Contract Documents.
- i) Review with MTO prior to the Contractor working in free time any concerns (noting that the Contractor is always encouraged to Work in free time or accelerate which can end up in a stage that may not accommodate the minimum winter configurations).
- j) Develop a deficiency list which incorporates any seasonal shutdown related situations/problems, to be reviewed at all pre-seasonal shutdown meeting (noting that by the scheduled shutdown, all deficiencies must be established by the various offices involved, to allow time for the Contract Administrator to administrate an orderly and timely turnover).
- k) Review the list of deficiencies with the Contractor well in advance of the scheduled shutdown date.
- l) Verify, prior to the pre-seasonal shutdown meeting, that the structural lane configuration must be capable of carrying the traffic.

- m) Complete Highway Maintenance Transfer Agreement (MTO Form PH-CC-771-A and PH-CC-771-B), and distribute for signatures.
- n) Ensure that the Road Report (MTO Form PH-CC-840), for seasonal shutdown is updated.
- o) For Design-Build Contracts: Notify the Design-Build staff for follow-up of any environmental accidents/incidents/problems both during the Work and during periodic/seasonal shutdowns.

## **CAGC 9.04 Road and Structure Restrictions Reporting**

### **CAGC 9.04.01 Background**

The Road Report (MTO Form PH-CC-840) is a means to consistently collect and communicate the data from field staff and provide guiding principles for consistent provincial reporting for Oversize/Overweight (O/O) permits, Traveller Information System (TIS) data (used to populate Ontario 511) and final permanent structural restriction data for the Bridge Management System purposes (for the system to reflect as-built conditions of the structure).

### **CAGC 9.04.02 Reporting and Reporting Frequency**

The Contract Administrator shall issue the Road Report as soon as possible and no less than 5 Business Days in advance of a temporary restriction occurrence being placed into effect. The Road Report shall be submitted using the Contract Management System.

The Contract Administrator shall ensure that updates are reported as soon as conditions change.

The Contract Administrator shall issue a Road Report on a weekly basis even if there are no condition changes.

The Road Report shall be issued to the O/O permit department at [oo.permit.department@ontario.ca](mailto:oo.permit.department@ontario.ca) with a copy to the Weight and Load Engineer, the appropriate MTO construction delivery staff and staff entering information in the TIS for each contract, as follows:

- a) A new notification of a restriction or change in restriction shall be provided as soon as possible, and no less than 5 Business Days in advance of a temporary restriction occurrence impacting (O/O) traffic- including anticipated start and end dates.
- b) A cancellation notification shall be provided as soon as possible, and no less than 5 Business Days in advance of a temporary restriction being removed due to completion of the project or due to winter shut down.
- c) An emergency notification shall be provided immediately if there is emergency work that may trigger a temporary restriction occurrence.
- d) A detailed staging cross-section drawings shall be included as part of the Road Report (MTO Form PH-CC-840) for restrictions down to a single lane. These staging cross sections shall include as much details as possible.
- e) For two-lane and multi-lane restrictions, submit a cross-section drawing. The "Cross - Section Drawing" tab, the Road Report (PH-CC-840 MTO Form) can be used for this purpose. This is a requirement for all contracts that impact highway roadway, structures and roadway under structures.
- f) For multi-lane highways - vertical clearances cross section: need to know vertical clearance by lane number for all lanes and shoulders. Lane 1 is the left most lane in the travel direction.
- g) For multi lane highways - horizontal clearances cross-section: need to include if there are shoulders available and their width, the number of adjacent lane(s) available to determine maximum roadway width available.

- h) For the two-lane highways where there is no detour: horizontal clearances cross-section needs to include if there are shoulders available and their width and the lane width available per direction to know the total width of the 2-lane highway.
- i) When temporary barrier systems that reduce lane width(s) are used, the cross-section drawing must show the type of temporary barrier system, its location, and the vertical clearance(s) of the barrier.

#### **CAGC 9.04.03            Seeking Clearance Requests**

When O/O staff initiate a seeking clearance request, the Contract Administrator shall respond to these clearance seeking requests as soon as possible and within 2 Business Days.

##### **CAGC 9.04.03.01        Single Trip Permit**

For Single Trip Permits (when the dimensions and/or weights requested on a single trip permit application are equal to or greater than the reported temporary or permanent restrictions and/or the number of alternate routes available in the nearby geographical areas are limited) and when requested by the MTO, the Contract Administrator shall:

- a) Review the clearance diagram against the construction site configuration and provide input on the passage of the load with the request from O/O staff.
- b) Clearly communicate the assessment to O/O staff and provide any additional instructions, as necessary and as applicable (see example below).

Examples for situations when a wide load is able to clear jersey barriers by overhanging the barriers, the additional instructions can include:

- a) Carrier must approach site with extreme caution, and/or
- b) Carrier must stop before passing through site and advise on site personnel of presence (Contractor / Contract Administrator), and/or
- c) Call site personnel contact 2-3 hours ahead of arrival. Note that this is especially important for sites with poor or non-existent cell phone service (including remote sites).

##### **CAGC 9.04.03.02        Superload Single Trip Permit**

For Superload Single Trip Permits (when the dimensions and/or weight exceed 5 m in overall width, 45.75 m in overall length, and/or 120,000 kg in overall weight) and when request by the MTO, the Contract Administrator shall:

- a) Respond to O/O staff with a clear communication of whether the load can clear the respective portion of the route.
- b) Provide additional instructions as necessary and/or as applicable.

#### **References:**

1. MTO Memorandum, SCB-CMO-2023-01, Road and Structure Restrictions Reporting for Oversize/Overweight (O/O) Permits, Long Combination Vehicles (LCVs), Traveller Information System (TIS), and Seeking Clearance.

##### **CAGC 9.04.03.03        Unlicensed/Overloaded Vehicles**

When the Contractor proposes to drive or position unlicensed vehicles, overloaded construction equipment, or track propelled equipment greater than 30 tonnes over a bridge (either under construction or existing) within the Working Area, the Contract Administrator shall:

- a) Notify the regional structural function,
- b) Provide the Contractor with a copy of the MTO's "Guidelines for the Preparation of Structural Evaluation Report" available on [MTO's Technical Publication](#) website.
- c) Direct the review and approval of Contractor submissions.

This requirement and the approval process are separate from the Oversize Overweight vehicle permitting process and is in addition to any other processes specified in the Contract Documents.

## SECTION CAGC 10.0 - HEALTH AND SAFETY COMPLIANCE

### CAGC 10.01                      General Scope

This CAGC section covers the Health and Safety requirements delivered by the Contract Administrator. The scope of this CAGC section is captured in CAGC Table 10.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

The scope of Section CAGC 10.0 - Health and Safety Compliance, is captured in CAGC Table 10.0 below. The terms “Pre”, “During”, and “Post” refers to “pre-construction”, “during construction” and “post construction” respectively.

**CAGC Table 10.0 - Health and Safety Compliance Scope**

CAGC Subsection	Pre	During	Post
10.02 - Pre-Construction Health and Safety Compliance	x		
10.03 - During-Construction Health and Safety Compliance		x	
10.04 - Post-Construction Health and Safety Compliance			x
10.05 - OHS Reports/Notifications - Pre, During, and Post Construction	x	x	x
10.06 - Ministry Right to Stop the Work - Pre, During, and Post Construction	x	x	x
10.07 - List of Designated Substances in Ministry Workplaces <ul style="list-style-type: none"> <li>• SSP 101F21, Occupational Health and Safety Act Compliance - List of Designated Substances</li> </ul>	x	x	

### CAGC 10.02                      Pre-Construction

MTO staff performing Contract Administrator work shall review and follow the Contract Liability Guideline and MTO Health and Safety policies, including Provincial Construction Memorandum, PCM-2019-01, PHM In-House Contract Administration Occupational Health and Safety Guideline.

The Contract Administrator shall:

- a) Obtain the Occupational Health and Safety Pre-Start Meeting Checklist for Construction Projects from the MTO Contract Services Administrator.
- b) Issue to the Contractor the Occupational Health and Safety Pre-Start Meeting Checklist for Construction Projects for their understanding of the information to be discussed prior to holding the pre-start meeting.
- c) Complete and review with the Contractor, as part of the pre-start meeting, the Occupational Health and Safety Pre-Start Meeting Checklist for Construction Projects.
- d) Obtain a copy of the Contractor’s health and safety policy and program in accordance with OPSS 100, clause GC 7.01.04.02 (which includes the Traffic Control Plan).
- e) Ensure that all Contract Administration staff have a copy of the Contractor’s health and safety policy and program and follow the requirements of this plan.
- f) Verify that the Contractor submitted a site-specific Workers Protection Plan and Traffic Control Plan.
- g) Ensure that all Contract Administration staff have a copy of the Contractor’s Workers Protection Plan and Traffic Control plan and follow the requirements of these plans.

### **CAGC 10.03                      During Construction**

The Contract Administrator shall monitor the work and assess the Contractor's compliance with the OHSA and their Health and Safety Plan, document any discussions, concerns, changes, or decisions, and follow up on any incidents as required.

The Contract Administrator shall request submission of any MLTSD orders or reports, and any other health and safety documentation from the Contractor, in accordance with OPSS 100, clause GC 7.01.04.03, that is applicable to the Contract Work, and forward to the MTO with comments in a timely manner.

### **CAGC 10.04                      Post Construction**

The Contract Administrator shall participate in the Post-Contract- Evaluation process (explained in the Contract Liability Guideline) with the Contract Services Administrator.

### **CAGC 10.05                      OHS Reports/Notifications - Pre, During, and Post Construction**

The Contract Administrator shall notify MTO of any critical injury, fatality, disabling injuring, MLTSD order or OHSA conviction on the contract.

The Contract Administrator is responsible for managing any issues that may arise as a result of a workplace inspection, accident investigation, MLTSD order, or an OHS issue identified by MTO.

The Contract Administrator is required to fulfill the employer obligations including the requirement to notify the Ministry of Labour (MLTSD) as necessary. The Contract Administrator is informed that MTO requests for OHS reports or notifications do not absolve the Contract Administrator's employer of their employer responsibilities under the Occupational Health and Safety Act requirements.

### **CAGC 10.06                      Ministry Right to Stop the Work - Pre, During, and Post Construction**

The Contract Administrator is informed that MTO can stop the work if a situation poses an immediate danger to worker of public safety is observed and not immediately addressed by the Contract Administrator.

### **CAGC 10.07                      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 Designated 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 listed Designated Substances, 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 with the *Occupational Health and Safety Act, R.S.O. 1990, c. 0.1*, the Contract Administrator is advised of the presence of the Designated Substances specified in the table below, to which the Contract Administrator may be exposed when working at the specified locations or while the specified work activities are being undertaken.

Designated Substance	Location or Work Activity
[**** CAIS Fill-In, See Notes to MTO User]	

NOTES TO MTO USER:

Fill-Ins for the Table in Section CAGC 10.07:

\*\*\*\* The table shall reflect the content of the corresponding table in the final SSP 101F21, Occupational Health and Safety Act Compliance - List of Designated Substances, as included in the Contract Documents.

WARRANT: All Construction Administration contracts.