

**AMENDMENT TO OPSS 100, ~~April~~ ~~JULY~~ ~~APRIL~~ ~~uly~~ 2025~~63~~, MTO GENERAL CONDITIONS OF CONTRACT**

Special Provision No. 100F71

~~May~~ ~~April~~ 2026~~2023~~ ~~April~~ ~~July~~ 2025

**Use of Contract Management System (CMS) for Administering the Contract**

**SECTION GC 1.0 - INTERPRETATION**

**GC 1.07 Definitions**

Subsection GC 1.07 of OPSS 100 is amended by the addition of the following definition:

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

**GC 1.09 Interpretation of Certain Words**

Subsection GC 1.09 of OPSS 100 is amended by the addition of the following:

- .03 Any reference in the Contract Documents 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.
- .04 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 Contractor to the Contract Administrator, or from the Contract Administrator to the Contractor, shall mean “[verb] using CMS” (e.g., “submitted using CMS”, “notify using CMS”).

**SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT**

Section GC 3.0 of OPSS 100 is amended by the addition of the following subsection:

**GC 3.16 Use of CMS**

- .01 CMS shall be used to administer Contract data. After Contract award, submissions shall only be accepted by the Owner through CMS.
- .02 CMS is mandatory to complete the digital records with all necessary data. It is not acceptable to attach a scanned copy of the paper version, where a digital record in CMS is available.
- .03 A subscription is only required for Contractor’s representative(s) creating or editing records. The Owner will provide the Contractor with up to a maximum of [\* Designer Fill-In, See Notes to Designer] annual subscriptions for the duration of the Contract, at no cost to the Contractor.
- .04 The Owner will provide subscription information to the Contractor, at the time of Contract award.
- .05 The Contractor shall:
  - a) Accept the CMS (Kahua) terms of service agreement, upon Contract award;
  - b) Submit to the Owner, within 7 Business Days of Contract award, the names and contact information of the Contractor’s representative(s) to receive a subscription;

- c) Identify any restrictions for access to Contract information for any Contractor representatives. Permissions for Contractor representatives are assigned on an individual Contract basis;
  - d) Ensure that all Contractor representatives' subscriptions are in place;
  - e) Notify the Contract Administrator of any requests to add, delete, or replace any Contractor representatives during the duration of the Contract;
  - f) Ensure a subscription is maintained for at least one Contractor representative until the receipt of the Release of Warranty Certificate;
  - g) Ensure that internet access is continuously available to all Contractor representatives; and
  - h) Record all activities daily using CMS.
- .06 A document signed and sealed by one or more Engineer(s), Ontario Land Surveyor(s), Professional Geoscientist(s), or other professional licensed according to federal or provincial legislation shall be submitted using CMS. In addition to the CMS submission, the original signed and sealed copy shall be submitted within 5 Business Days to the Contract Administrator.
- .07 Digital submission of records shall be deemed the legal equivalent of an original signed paper document.

NOTES TO DESIGNER:

\* Designer Fill-Ins

Designer shall fill-in the maximum number of subscriptions as per Option A, Option B or Option C.

Option A - For a design-bid build Contract insert "three".

Option B - For a design-build Contract insert "six".

Option C - For any exceptions to the maximum subscriptions for design-bid build or design-build Contracts, the Designer shall contact: [mtocms@ontario.ca](mailto:mtocms@ontario.ca) to obtain the maximum number of annual subscriptions to insert.

WARRANT: All contracts.