



Ministry of Transportation

PROGRESSIVE DESIGN-BUILD FOR HIGHWAYS

REQUEST FOR PROPOSALS

PART D: APPENDICIES

**ENTER HIGHWAY PROJECT
ENTER DISTRICT(S)/REGIONS**

**Group Work Project Number: #####-##-##
Design Phase Agreement Number: #####-E-#####**

Date Issued: Month DD, YYYY

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Appendix A: Phase I Forms

The following forms are to be completed and included as part of the Phase I submission. Failure to include the completed forms may result in disqualification.

FORM

Complete COI Form A

Complete COI Form B or COI Form C

Appendix A.1: COI Form A - RFP Preparation Participants

The following is a list of the Service Provider staff who participated in the preparation of the RFP submission.

Agreement #: #####-E-####

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

Appendix A.2: COI Form B - Certification - No Conflict of Interest

Agreement #: #####-E-####

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

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

Name

Signature

Position

Date

Name

Signature

Position

Date

Name

Signature

Position

Date

Note to Proponent: Form must be signed by a Principal of the proponent firm with the authority to sign a binding legal agreement on behalf of the Service Provider

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

Appendix A.3: COI Form C - Certification - Conflict of Interest**Agreement #: #####-E-####**

(Complete Form B or C, Do Not Complete Both)

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

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

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

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

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

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

Name

Signature

Position

Date

COI Form C - Certification - Conflict of Interest (Continued)

Agreement #: #####-E-####

Name

Signature

Position

Date

Name

Signature

Position

Date

Note to Proponent: Form must be signed by a Principal of the proponent firm with the authority to sign a binding legal agreement on behalf of the Service Provider

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

Appendix B: Phase II Forms

The following forms are to be completed and included as part of the Phase II submission. Failure to include the completed forms may result in disqualification.

FORM

Design Phase Agreement - Offer and Acceptance Form

Design Phase Fee Schedules & Bid Price Summary Forms

Design Phase Total Project Prices Summary Table

Appendix B.1: Design Phase Agreement - Offer and Acceptance Form

GWP: #####-##-##

Agreement Number: #####-E-#####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation ("the Ministry").

FROM:

(the "Service Provider")

ADDRESS:

OFFER

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

The Proponent hereby offers to provide the Progressive Design-Build for Highways Services specified in the Request for Proposal ("RFP") annexed hereto and forming part hereof in accordance with the RFP, including the Design Phase Legal Terms and Conditions, for the Total Lump Sum Price of \$_____, and the Total Competitive Cost Price of \$_____, and the Total Innovation Budget \$_____, with a Total Contract Price of \$_____, for **the Assignment** and agrees that upon acceptance of this Offer by the Ministry, this Offer, attached Financial Proposal forms and this RFP shall form part of the legally binding Agreement.

This Offer shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Proposal Submissions Deadline.

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

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

ACCEPTANCE

GWP: #####-##-##

Agreement Number: #####-E-####

The Ministry hereby accepts the Offer of the Preferred Proponent to provide the Progressive Design-Build for Highways Services specified in the RFP annexed hereto and forming part hereof, in accordance with the RFP, including the Design Phase Legal Terms and Conditions, and has caused its duly authorized official to execute the Agreement by this Acceptance, this _____ day of _____, _____.

HIS MAJESTY THE KING in right of Ontario, represented by the **Minister of Transportation for Ontario**

Signature of Authorized Ministry Personnel:

Name & Title of Authorized Ministry Personnel

Signature

Date

Appendix B.2: Design Phase Fee Schedules & Bid Price Summary Forms

The following forms are to be completed and included as part of the Phase II submission. Failure to include the completed forms may result in disqualification.

FORM

Design Phase Fee Schedule – Lump Sum Price

Design Phase Fee Schedule – Technical Team Members Fixed Unit Rates

Design Phase Fee Schedule – Engineering Materials Field Testing Fixed Unit Rates

Design Phase Fee Schedule – Foundations Engineering Fixed Unit Rates

Design Phase Fee Schedule – Environmental Field Services Fixed Unit Rates

Design Phase Fee Schedule – Subsurface Utility Engineering Fieldwork Fixed Unit Rates

Appendix B.2.1 Design Phase Fee Schedule - Lump Sum Price

GWP: #####-##-##

Agreement Number: #####-E-####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation ("the Ministry").

FROM:

(the "Service Provider")

ADDRESS:

OFFER

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline. The Service Provider hereby tenders and offers to enter into a Contract to provide the Lump Sum Price Progressive Design-Build for Highways Services specified in the Legal Terms and Conditions and this Request for Proposals for the Lump Sum Price of:

TOTAL LUMP SUM PRICE: \$

Design Phase Lump Sum Price Breakdown Table

CATEGORY	CURRENT FISCAL YEAR (\$)	NEXT FISCAL YEAR (\$)	ALL REMAINING YEARS (\$)	TOTAL (\$)
Project Management (including RFP Section 3 services except Section 3.3)				
Quality Management (Supplementary Plan, Milestone Quality Reports and Audits) (RFP Section 3.3)				
Stipend Payment for up to 2 Unsuccessful Proponents per RFP 2.24 (if applicable)	[NTD: Ministry Fill-In]	-	-	[NTD: Ministry Fill-In]
Estimating, Scheduling, Risk Management, & Constructability (RFP Section 5 & 6)				

CATEGORY	CURRENT FISCAL YEAR (\$)	NEXT FISCAL YEAR (\$)	ALL REMAINING YEARS (\$)	TOTAL (\$)
Innovation, Design Optimization, and Constructability Workshop				
Advanced Traffic Management Systems				
Bridge Engineering				
Drainage and Hydrology Engineering				
Electrical Engineering				
Environmental				
Indigenous Consultation and Duty to Consult				
Foundations Engineering				
Highway Engineering				
Pavement Engineering				
Property and Corridor Management				
Surveying and Plan Preparation				
Traffic Engineering				
Utilities				
Additional Biddable Work 7.17.1 - PDBH Progressive Performance Requirements				
Additional Biddable Work 7.17.2 - Permanent Traffic Signal				
Additional Biddable Work 7.17.3 - Foundation Engineering Study 1				
Additional Biddable Work 7.17.3 - Foundation Engineering Study 2				
Additional Biddable Work 7.17.3 - Foundation Engineering Study 3				
Additional Biddable Work 7.17.4 - Geotechnical Baseline Reporting				
Additional Biddable Work 7.17.5 - Traffic Modelling				
Additional Biddable Work 7.17.6 - Hydrogeological Investigation and Design				
Additional Biddable Work 7.17.7 – Helicopter Services for Foundation Investigation				
TOTAL PROJECT PRICE:	\$	\$	\$	\$

* denotes pre-fixed lump sum price to be included in the submission.

The above prices shall not include HST.

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

The Lump Sum Price shall be inclusive of all operating costs and disbursements (salaries, benefits, overhead, administrative support, supplies, equipment, vehicles, fuel, travel, meals, etc.).

The Service Provider agrees that upon acceptance of this Offer by the Ministry, this Offer, the RFP to which this Offer is attached, the successful Service Provider's Proposal, and the Legal Terms and Conditions shall form a legally binding agreement.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Phase II Proposal Submission Date.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix B.2.2: Design Phase Fee Schedule – Technical Team Members Fixed Unit Rates

GWP: #####-##-##

Agreement Number: #####-E-#####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation (“the Ministry”).

FROM:

(the "Service Provider")

ADDRESS:

OFFER

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline. The Service Provider hereby tenders and offers to enter into a Contract to provide the Technical Team Members Unit Rate Price Services specified in the Legal Terms and Conditions and this Request for Proposals for the Rates of:

Category	Technical Team Member Role	Hourly Rate (\$)
Project Controls	Document Controls Lead	
	Scheduling Lead	
	Cost Estimating Lead	
	Risk Lead	
	Communications Lead	
ATMS	Senior ITS/ATMS Engineer	
	ITS/ATMS Engineer	
	ITS Specialist	
	ATMS CAD Technician	
	ATMS Inspector	
Bridge Engineering	Lead Structural Engineer	
	Structural Engineer	
	Aesthetic Lead	
	Structural Engineering Technician	
Drainage & Hydrology	Senior Drainage Engineer	
	Drainage Engineer	
	Drainage Designer	
	Drainage Field Technician	

Electrical Engineering	Senior Electrical Engineer	
	Electrical Engineer	
	High Mast Pole Inspector	
	Licensed Electrician	
	Electrical Technician/ Designer	
Environmental	Lead/Senior Environmental Planner	
	Environmental Planner	
	Environmental Support Staff (rate applied for all Environmental Specialties)	
	Acoustics & Vibration Specialist	
	Air Quality Specialist	
	Archaeologist Project Manager	
	Archaeologist Field Director	
	Archaeology Technical Staff	
	Cultural Heritage Project Manager	
	Cultural Heritage Specialist	
	Cultural Heritage Technician	
	Contaminated Property and Waste Management Project Manager	
	Waste Management Field Technical Staff	
	Excess Soils Qualified Person	
	Cumulative Effects Assessment Specialist	
	Erosion and Sediment Control Specialist	
	Fisheries Assessment Specialist	
	Fisheries Assessment Field Staff	
	Fluvial Geomorphologist	
	Groundwater Specialist/ Hydrogeologist	
	Land Use Factor Specialist	
	Landscape Specialist	
	Socio-economic/ Human Health Specialist	
	Species at Risk Specialist	
	Snow Drift Specialist	
	Terrestrial Ecosystems Specialist/ Ecologist	
Indigenous Consultation Support	Indigenous Consultation Specialist	
	Indigenous Consultation Support Staff	
	Community Field Liaison	[NTD: Ministry Fill-In] *
Foundation Engineering	Lead Foundation Engineer / Lead Hydrogeological Engineer	
	Senior Foundations Engineer / Senior Hydrogeological Engineer	
	Junior Foundations Engineer	
	Foundation Technician	
Highway Engineering	Lead Highway Engineer	

	Highway Engineer	
	Erosion and Sediment Control Designer	
	Senior CAD Technician (support all other disciplines)	
	Senior GIS Technician (support all other disciplines)	
Pavement Engineering	Lead/ Senior Pavement Engineer	
	Pavement Engineer	
	Pavement Engineer Assistants	
	Soils and Materials Testing Lead	
	Field Investigation Manager	
	Pavement Technologist	
Surveying and GIS Services	Supervisor/Project Manager (OLS)	
	Party Chief and two (2) Technicians with equipment	
	Party Chief and one (1) Technician with equipment	
	Sr. GIS Technician	
	Sr. CAD Technician	
Traffic Engineering	Senior Traffic Engineer	
	Traffic Engineer	
	Traffic Engineering Technician	
	Traffic Field Technician	
Utilities	Utilities Lead	
	Dedicated Locator	
Construction	Structural Construction Specialist	
	Electrical Construction Specialist	
	Foundation Construction Specialist	
	Paving Specialist	
	Traffic Construction Specialist	
Third Party Payment		[NTD: Ministry Fill-In] *
Temporary Access, Maintenance & Restoration		[NTD: Ministry Fill-In] *

* denotes pre-fixed lump sum price to be included in the submission.

The above prices shall not include HST.

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

The Unit Rate Prices shall be inclusive of all operating costs and disbursements (supplies, equipment, vehicles, fuel, travel, meals, etc.).

The Service Provider agrees that upon acceptance of this Offer by the Ministry, this Offer, the RFP to which this Offer is attached, the successful Service Provider's Proposal, and the Legal Terms and Conditions shall form a legally binding agreement.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Phase II Proposal Submission Date.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix B.2.3: Design Phase Fee Schedule – Engineering Materials Field Investigation and Testing Fixed Unit Rates

GWP: #####-##-##

Agreement Number: #####-E-#####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation (“the Ministry”).

FROM:

(the "Service Provider")

ADDRESS:

OFFER

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline. The Service Provider hereby tenders and offers to enter into a Contract to provide the Engineering Materials Field Testing Unit Rate Price Services specified in the Legal Terms and Conditions and this Request for Proposals for the Rates of:

Field Investigation – Unit Rate Price		
All investigations include surveying and referencing, standard sampling and reporting techniques, site restoration, utility locates, and transportation of samples to laboratory locations.		
Activity	Unit	Unit Rate (\$)
Traffic Protection		
Freeway Traffic Protection (crash truck required).	Hour	
Non-Freeway Traffic Protection	Hour	
Pavement Cores and Boreholes		
Shallow boreholes (150 mm minimum diameter auger) up to 1.5 metres in depth.	Each	
Deep boreholes (150 mm minimum diameter auger) up to 5 metres in depth.	Each	
Hand Auguring and Sounding Deep boreholes up to 5 metres in depth	Each	
Mobilization of Drill Rig and Crew	Day	
Asphalt pavement cores (150 mm minimum diameter) up to 250 mm in depth.	Each	
Asphalt pavement cores (150 mm minimum diameter) up to 600 mm in depth.	Each	
Concrete pavement cores (150 mm minimum diameter) up to	Each	

300 mm in depth.		
Mobilization of Coring Machine and Crew	Day	
Asphalt pavement slab cut out up to 500 mm width and up to 600 mm depth including replacement with HMA	Linear Metre	
Deep Foundation Boreholes		
Deep foundation type boreholes up to 8 m in depth including all sampling and testing, Rock Coring, referencing and decommissioning as described in the Terms of Reference	Each	
Deep foundation type boreholes up to 12 m in depth including all sampling and testing, Rock Coring, referencing and decommissioning as described in the Terms of Reference	Each	
Mobilization of Drill Rig and Crew	Day	
Structural Concrete Cores		
Concrete cores (100 to 150 mm minimum diameter) up to 200 mm in depth.	Each	
Mobilization of Coring Machine and Crew	Day	

Engineering Materials Laboratory Testing – Unit Rate Price		
Material	Activity (Lab Tests)	Unit Rate per Test (\$)
Asphalt	Recovered Penetration (LS-284/ ASTM D5/D5M)	
	Percent Air Voids (LS-265)	
	Quantitative Extraction (LS-282)	
	Quantitative Determination by Ignition (LS-292)	
	Petrographic Examination (ASTM C856)	
Concrete	Compressive Strength of Concrete Core (LS-410), 1 core per test	
	Air Void System (LS-432), half core per test	
	Chloride Content (LS-417), 5 slides per test Selection of slides to be tested will be provide by the Ministry Quality Assurance staff	
	Splitting Tensile Strength (LS-409)	
	Petrographic Examination (ASTM C856)	
Earth/ Soil	Moisture Content (LS-701)	
	Particle Size Analysis (LS-702)	
	Atterberg Limits (LS-703/704)	
	Proctor (LS-706)	
Organic	Moisture Content (LS-701)	
	Organic Content (ASTM D 2974)	

SAMPLE DELIVERY	
Activity (Sample Delivery)	Cost per Trip \$
Sample Delivery to Specified Laboratory (EMO or QA Laboratory) within 150km of the project location. Maximum 1 trip per day and multiple laboratory locations shall be reasonably combined in one (1) trip. No payment is made for sample delivered to the Service Provider's laboratory.	

The above prices shall not include HST.

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

The Unit Rate Prices shall be inclusive of all operating costs and disbursements (supplies, equipment, vehicles, fuel, travel, meals, etc.).

The Service Provider agrees that upon acceptance of this Offer by the Ministry, this Offer, the RFP to which this Offer is attached, the successful Service Provider's Proposal, and the Legal Terms and Conditions shall form a legally binding agreement.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Phase II Proposal Submission Date.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix B.2.4: Design Phase Fee Schedule – Foundations Engineering Fixed Unit Rates

GWP: #####-##-##

Agreement Number: #####-E-#####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation ("the Ministry").

FROM:

(the "Service Provider")

ADDRESS:

OFFER

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline. The Service Provider hereby tenders and offers to enter into a Contract to provide the Foundations Engineering Unit Rate Price Services specified in the Legal Terms and Conditions and this Request for Proposals for the Rates of:

Activity	Unit	Unit Rate (\$)
PROJECT MANAGEMENT		
Meeting (up to three (3) hours)	Each	
Contract Package Development and Review	Hour	
SITE ACCESS AND/OR SPECIALIZED DRILLING METHODS OR EQUIPMENT		
Tree Clearing	Hour	
TRAFFIC CONTROL		
Unit Rate in Appendix B.2.6 for similar service to be applied	N/A	N/A
FIELD INVESTIGATIONS (including drilling and lab testing)		
Service Truck	Day	
Water Truck	Hour	
Consumables per Borehole	Each	
Borehole Decommissioning (O. Reg. 903)	Each	
Skid Steer	Day	
Support Unit/Hauler	Day	
Drilling and Other Explorations		
Mobilization/Demobilization	Occurrence	
Drilling on Land (Day-time)	Hour	
Drilling on Land (Night-time)	Hour	
Test Pits (backhoe)	Hour	

Coring on Land	Hour	
Drilling on Water including Raft/Barge	Hour	
Other Explorations on Water (e.g., probes)		
Coring on Water	Hour	
Sonic Drilling		
Mobilization/Demobilization -Sonic Drill Rig	Occurrence	
Drilling on Land (Day-time)	Hour	
Drilling on Land (Night-time)	Hour	
Tooling Charge	Metre	
CPT Drilling		
Mobilization/Demobilization – CPT Rig	Occurrence	
CPT Operator	Hour	
Shear Wave Velocity Tests (Vs)	Metre	
Reporting	Each report	
Drilling on Land (Day-time)	Hour	
Drilling on Land (Night-time)	Hour	
Pressuremeter Testing		
Mobilization/Demobilization – Drill Rig	Occurrence	
Texam PMT Equipment + Engineer	Day	
Drilling on Land (Day-time)	Hour	
Drilling on Land (Night-time)	Hour	
Mud Rotary Tooling	Metre	
Pressuremeter Testing	Each	
Drums and Drum Disposal	Each	
Geophysical Testing & Reporting		
MASW (Multi-channel Analysis of Surface Waves)	Metre	
VSP (Vertical Seismic Profiling)	Metre	
Drilling Supervision		
Site Visit	Hour	
Borehole Survey and Water Level Record	Hour	
Utilities Clearance	Hour	
Drilling Supervision	Hour	
Slug Test	Each	
Laboratory Testing		
Visual Classifications	Hour	
Moisture Content	Each	
Grain Size (Sieve Analysis)	Each	
Grain Size (Hydrometer)	Each	
Atterberg Limits	Each	
Unit Weight	Each	
Rock Core Logging	Hour	
Unconfined Compressive Strength	Each	

Test of Rock		
Consolidation Test	Each	
Triaxial Test	Each	
Direct Shear Test	Each	
Soil Chemical Testing (Corrosivity)	Each	
Organic Content (Furnace Burn)	Each	
Water Retention of Peat	Each	
Fiber Content	Each	
Degree of Decomposition	Each	
Sample Storage	Each	
ENGINEERING & REPORTING (Design Liaison, Design and Report Preparation)		
Review of Background Information	Hour	
Review of Borehole Logs	Hour	
Engineering Analysis	Hour	
Reporting – MTO RAQs Approved Key Personnel	Hour	
Reporting – Senior Engineer (Foundations and Hydrogeological)	Hour	
Reporting – Project Engineer	Hour	
Reporting – CAD Technician	Hour	
Reporting – Administrative Assistant	Report	
Quality Control – Quality Control Personnel / Principal Engineer (Foundations and Hydrogeological)	Hour	

The above prices shall not include HST.

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

The Unit Rate Prices shall be inclusive of all operating costs and disbursements (supplies, equipment, vehicles, fuel, travel, meals, etc.).

The Service Provider agrees that upon acceptance of this Offer by the Ministry, this Offer, the RFP to which this Offer is attached, the successful Service Provider's Proposal, and the Legal Terms and Conditions shall form a legally binding agreement.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Phase II Proposal Submission Date.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix B.2.5: Design Phase Fee Schedule – Environmental Field Services Fixed Unit Rates

GWP: #####-##-##

Agreement Number: #####-E-#####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation (“the Ministry”).

FROM:

(the "Service Provider")

ADDRESS:

OFFER

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline. The Service Provider hereby tenders and offers to enter into a Contract to provide the Environmental Field Services Unit Rate Price Services specified in the Legal Terms and Conditions and this Request for Proposals for the Rates of:

Environmental Field Services – Unit Rate Price			
	Activity	Unit	Unit Rate (\$)
Acoustics	For Field Acoustic Survey Services and equipment (All types)	Hour	
Waste Management	Conduct Geophysical Survey - 1. Include at a minimum an EM-31 terrain conductivity meter, grid-line spacing of no more than 5 meters, reading intervals of no more than 2 meters, and guaranteed position accuracy within 0.5-1.0 meters.	Acre	
	For Backhoe/Excavator Services	Hour	
	For Backhoe/Excavator Services Mobilization/Demobilization	Kilometer	
	For Drill Rig Services	Hour	
	For Drill Rig Services Mobilization and Demobilization	Day	
	For Track Mounted Drill Rig services	Hour	

	For Track Mount Drill Rig Mobilization/ and Demobilization	Day	
	For supply and installation of Monitoring Well	Well	
	for Field Survey Services and Equipment (All Types)	Hour	
	Monitoring Well Record Reporting	Well	
	For Well Decommissioning and site Restoration Services and Equipment (All Types)	Borehole	
	For Regulatory Request Fees	Site	
	For Database Request Fee	Site	
	For Soil/Groundwater Storage	Drum	
	For Soil/Groundwater Disposal	Drum	
	For Bulk Impacted Water Disposal	Liter	
	For Vacuum Truck Services	Hour	
	For Bulk soil Disposal	Tonne	
	For supply, place and compaction of clean Backfill Material	Tonne	
Laboratory Services - Soils	BTEX	Sample	
	F1 to F4 Hydrocarbons	Sample	
	PAH	Sample	
	PCB	Sample	
	VOC Scan	Sample	
	Metals (including Pb and Hg)	Sample	
	Metals and Inorganics	Sample	
	Inorganics (EC, SAR, pH)	Sample	
	Grain Size Analysis	Sample	
	Ignitability	Sample	
	TCLP (Benzo(a)pyrene)	Sample	
	TCLP (for VOC)	Sample	
	TCLP (Metals)	Sample	
	TCLP (Inorganics)	Sample	

	TCLP (Pesticides/PCBs)	Sample	
	TCLP (full scan)	Sample	
Laboratory Services – Water	BTEX	Sample	
	F1 to F4 Hydrocarbons	Sample	
	Anion/Cation Scan (Cl, NO ₂ , NO ₃ , SO ₄ , PO ₄ , F, Na, K, Ca, Mg, hardness, alkalinity)	Sample	
	General Chemistry (pH, conductivity, turbidity, TDS, TSS, DOC)	Sample	
	PAH	Sample	
	PCB	Sample	
	VOC Scan	Sample	
	Metals (including Pb and Hg)	Sample	
	E. Coli, Total Coliforms, HPC, Fecal Coliforms	Sample	
Laboratory Services - Other	Asbestos	Sample	
	Lead	Sample	
	Surcharges for Rush Analysis	Sample	
Archaeology	For Contract Ploughing Services	Hour	
	For Mobilization Field Plough	Kilometer	
	For Heavy Equipment Rental	Hour	

The above prices shall not include HST.

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

The Unit Rate Prices shall be inclusive of all operating costs and disbursements (supplies, equipment, vehicles, fuel, travel, meals, etc.).

The Service Provider agrees that upon acceptance of this Offer by the Ministry, this Offer, the RFP to which this Offer is attached, the successful Service Provider's Proposal, and the Legal Terms and Conditions shall form a legally binding agreement.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Phase II Proposal Submission Date.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix B.2.6 Design Phase Fee Schedule – Subsurface Utility Engineering Fieldwork Fixed Unit Rates

GWP: #####-##-##

Agreement Number: #####-E-#####

TO: His Majesty the King in right of Ontario, represented by the Minister of Transportation (“the Ministry”).

FROM:

(the "Service Provider")

ADDRESS:

OFFER

The Proponent hereby acknowledges that it has examined all the RFP documents, including any addenda issued prior to the Proposal Submission Deadline. The Service Provider hereby tenders and offers to enter into a Contract to provide the Subsurface Utility Engineering Fieldwork Unit Rate Price Services specified in the Legal Terms and Conditions and this Request for Proposals for the Rates of:

Subsurface Utility Engineering Fieldwork – Unit Rate Price		
Activity	Unit	Unit Rate (\$)
Site Access & Investigations		
Site Access and/or Specialized Drilling Methods or Equipment	Hour	
Utility test hole/test pits & restoration – soft surface (<1 m)	Each	
Utility test hole/test pits & restoration – soft surface (1-2 m)	Each	
Utility test hole/test pits & restoration – soft surface (2-5 m)	Each	
Utility test hole/test pits & restoration – hard surface (<1 m)	Each	
Utility test hole/test pits & restoration – hard surface (1-2 m)	Each	
Utility test hole/test pits & restoration – hard surface (2-5 m)	Each	
HydroVac Services	Hour	
Bulk soil Disposal	Tonne	

Mobilization/Demobilization	Day	
Traffic Control		
Freeway Traffic Protection (including crash trucks), No Lane Closure, Day time	Hour	
Freeway Traffic Protection (including crash trucks), No Lane Closure, Night-time	Hour	
Freeway Traffic Protection (including crash trucks), Lane Closure required, Day time	Hour	
Freeway Traffic Protection (including crash trucks), Lane Closure required, Night-time	Hour	
Non-freeway Traffic Protection	Hour	
Engineering & Reporting		
Review of Background Information	Hour	
Engineering Analysis	Hour	
Reporting - Project Manager	Hour	
Reporting – CAD Technician	Hour	
Reporting – Administrative Assistant	Report	

The above prices shall not include HST.

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

The Unit Rate Prices shall be inclusive of all operating costs and disbursements (supplies, equipment, vehicles, fuel, travel, meals, etc.).

The Service Provider agrees that upon acceptance of this Offer by the Ministry, this Offer, the RFP to which this Offer is attached, the successful Service Provider's Proposal, and the Legal Terms and Conditions shall form a legally binding agreement.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) calendar days following the Phase II Proposal Submission Date.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix B.3: Design Phase Total Project Prices Summary Tables

Table 1 – Total Competitive Costs

TOTAL COMPETITIVE COSTS	TOTAL (\$)
TOTAL COMPETITIVE COST - TECHNICAL TEAM MEMBERS	[NTP: From Appendix Table B.4.1]
TOTAL COMPETITIVE COST – ENGINEERING MATERIALS FIELD TESTING	[NTP: From Appendix Table B.4.2]
TOTAL COMPETITIVE COST – FOUNDATIONS ENGINEERING	[NTP: From Appendix Table B.4.3]
TOTAL COMPETITIVE COST – ENVIRONMENTAL FIELD SERVICES	[NTP: From Appendix Table B.4.4]
TOTAL COMPETITIVE COST – SUBSURFACE UTILITY ENGINEERING FIELDWORK	[NTP: From Appendix Table B.4.5]
TOTAL COMPETITIVE COST PRICE	\$

Table 2 – Total Contract Price

TOTAL PROJECT PRICES	TOTAL (\$)
TOTAL COMPETITIVE COST PRICE (1)	[NTP: From Appendix B.3 Table 1 – Total Competitive Cost Price]
TOTAL LUMP SUM PRICE (2)	[NTP: From Appendix Table B.2.1]
TOTAL INNOVATION BUDGET (NON-COMPETITIVE)	[NTP: #% of the total of (1) and (2)] [NTD: Consult with CIO on applicability of Innovation Budget and %]
TOTAL CONTRACT PRICE:	\$

The 'TOTAL COMPETITIVE COST PRICE', 'TOTAL LUMP SUM PRICE', and 'TOTAL CONTRACT PRICE' shall be transferred to the Offer Form (Appendix 2.1)

Appendix B.4: Competitive Cost Forms

The following forms are to be completed and included as part of the Phase II submission. Failure to include the completed forms may result in disqualification.

FORM

Competitive Cost Form – Technical Team Members
Competitive Cost Form – Engineering Materials Field Testing
Competitive Cost Form – Foundations Engineering
Competitive Cost Form – Environmental Field Services
Competitive Cost Form – Subsurface Utility Engineering Fieldwork

Appendix B.4.1: Competitive Cost Form – Technical Team Members

GWP: #####-##-##

Agreement Number: #####-E-####

The Service Provider shall complete the following table as part of the Financial Envelope.

This Competitive Cost Form must include a 'Total' for each Technical Team Member Role.

The Hourly Rates in this Competitive Cost Form must match the Hourly Rates proposed in the Fee Schedule – Technical Team Members Fixed Unit Rates (Appendix B.2.2).

The Estimated Hours provided by MTO must NOT be altered. **The Estimated Hours provided are for Proposal purposes only. The actual allotment of hours across Categories and Technical Team Member Roles will vary and will be formalized through Work Orders** (see RFP Section 3.5.2 Work Orders & Quotes)

The 'TOTAL COMPETITIVE COST – TECHNICAL TEAM MEMBERS' must be transferred to the Total Project Prices Summary Table (Appendix B.3)

Technical Team Members – Unit Rate Price				
Category	Technical Team Member Role	Estimated Hours	Hourly Rate (\$)	Total (\$) (Estimated Hours X Hourly Rate)
Project Controls	Document Controls Lead			
	Scheduling Lead			
	Cost Estimating Lead			
	Risk Lead			
	Communications Lead			
ATMS	Senior ITS/ATMS Engineer			
	ITS/ATMS Engineer			
	ITS Specialist			
	ATMS CAD Technician			
	ATMS Inspector			
Bridge Engineering	Lead Structural Engineer			
	Structural Engineer			
	Aesthetic Lead			
	Structural Engineering Technician			
Drainage & Hydrology	Senior Drainage Engineer			
	Drainage Engineer			
	Drainage Designer			
	Drainage Field Technician			
	Senior Electrical Engineer			

Electrical Engineering	Electrical Engineer			
	High Mast Pole Inspector			
	Licensed Electrician			
	Electrical Technician/ Designer			
Environmental	Lead/Senior Environmental Planner			
	Environmental Planner			
	Environmental Support Staff (rate applied for all Environmental Specialties)			
	Acoustics & Vibration Specialist			
	Air Quality Specialist			
	Archaeologist Project Manager			
	Archaeologist Field Director			
	Archaeology Technical Staff			
	Cultural Heritage Project Manager			
	Cultural Heritage Specialist			
	Cultural Heritage Technician			
	Contaminated Property and Waste Management Project Manager			
	Waste Management Field Technical Staff			
	Excess Soils Qualified Person			
	Cumulative Effects Assessment Specialist			
	Erosion and Sediment Control Specialist			
	Fisheries Assessment Specialist			
	Fisheries Assessment Field Staff			
	Fluvial Geomorphologist			
	Groundwater Specialist/ Hydrogeologist			
	Land Use Factor Specialist			
	Landscape Specialist			
	Socio-economic/ Human Health Specialist			
	Species at Risk Specialist			
	Snow Drift Specialist			

	Terrestrial Ecosystems Specialist/ Ecologist			
Indigenous Consultation Support	Indigenous Consultation Specialist			
	Indigenous Consultation Support Staff			
	Community Field Liaison	N/A	N/A	[NTD: Ministry Fill-In] *
Foundation Engineering	Lead Foundation Engineer / Lead Hydrogeological Engineer			
	Senior Foundations Engineer / Senior Hydrogeological Engineer			
	Junior Foundations Engineer			
	Foundation Technician			
Highway Engineering	Lead Highway Engineer			
	Highway Engineer			
	Erosion and Sediment Control Designer			
	Senior CAD Technician (support all other disciplines)			
	Senior GIS Technician (support all other disciplines)			
Pavement Engineering	Senior Pavement Engineer			
	Pavement Engineer			
	Pavement Engineer Assistants			
	Soils and Materials Testing Lead			
	Field Investigation Manager			
	Pavement Technologist			
Surveying and GIS Services	Supervisor/Project Manager (OLS)			
	Party Chief and two (2) Technicians with equipment			
	Party Chief and one (1) Technician with equipment			
	Sr. GIS Technician			
	Sr. CAD Technician			
Traffic Engineering	Senior Traffic Engineer			
	Traffic Engineer			

	Traffic Engineering Technician			
	Traffic Field Technician			
Utilities	Utilities Lead			
	Utilities Coordinator			
Construction	Structural Construction Specialist			
	Electrical Construction Specialist			
	Foundation Construction Specialist			
	Paving Specialist			
	Traffic Construction Specialist			
Third Party Payment		NA	NA	[NTD: Ministry Fill-In] *
Temporary Access, Maintenance and Restoration		NA	NA	[NTD: Ministry Fill-In] *

* denotes pre-fixed lump sum price to be included in the submission.

The above prices shall not include HST.

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

Appendix B.4.2: Competitive Cost Form – Engineering Materials Field Testing

GWP: #####-##-##

Agreement Number: #####-E-####

This Competitive Cost Form must include a 'Total' for each Activity.

The Unit Rates in this Competitive Cost Form must match the Unit Rates proposed in the Fee Schedule – Engineering Materials Field Testing Fixed Unit Rates (Appendix B.2.3).

The Estimated Quantity provided by MTO must NOT be altered. **The Estimated Quantity provided are for Proposal purposes only. The actual allotment across Activities will vary and will be formalized through Work Orders** (see RFP Section 3.5.2 Work Orders & Quotes)

The 'TOTAL COMPETITIVE COST – ENGINEERING MATERIALS FIELD TESTING' must be transferred to the Total Project Prices Summary Table (Appendix B.3)

Engineering Materials Field Investigation – Unit Rate Price				
All investigations include surveying and referencing, standard sampling and reporting techniques, site restoration, utility locates, and transportation of samples to laboratory locations.				
Activity	Unit	Estimated Quantity	Unit Rate (\$)	Total (\$) (Estimated Quantity x Unit Rate)
Traffic Protection				
Freeway Traffic Protection (crash truck required).	Hour			
Non-Freeway Traffic Protection	Hour			
Pavement Cores and Boreholes				
Shallow boreholes (150 mm minimum diameter auger) up to 1.5 metres in depth.	Each			
Deep boreholes (150 mm minimum diameter auger) up to 5 metres in depth.	Each			
Hand Auguring and Sounding Deep boreholes up to 5 metres in depth	Each			
Mobilization of Drill Rig and Crew	Day			
Asphalt pavement cores (150 mm minimum diameter) up to 250 mm in depth.	Each			
Asphalt pavement cores (150 mm minimum diameter) up to 600 mm in depth.	Each			
Concrete pavement cores (150 mm minimum diameter) up to 300 mm in depth.	Each			
Mobilization of Coring Machine and Crew	Day			
Asphalt pavement slab cut out up to 500 mm width and up to 600 mm depth including replacement with HMA	Linear Metre			

Deep Foundation Boreholes				
Deep foundation type boreholes up to 8 m in depth including all sampling and testing, Rock Coring, referencing and decommissioning as described in the Terms of Reference	Each			
Deep foundation type boreholes up to 12 m in depth including all sampling and testing, Rock Coring, referencing and decommissioning as described in the Terms of Reference	Each			
Mobilization of Drill Rig and Crew	Day			
Structural Concrete Cores				
Concrete cores (100 to 150 mm minimum diameter) up to 200 mm in depth.	Each			
Mobilization of Coring Machine and Crew	Day			

Engineering Materials Laboratory Testing – Unit Rate Price					
Material	Activity (Lab Tests & Unit)	Unit	Estimated Quantity	Unit Rate (\$)	Total (\$) (Estimated Quantity x Unit Rate)
Asphalt	Recovered Penetration (LS-284/ ASTM D5/D5M)	Each			
	Percent Air Voids (LS-265)	Each			
	Quantitative Extraction (LS-282)	Each			
	Quantitative Determination by Ignition (LS-292)	Each			
	Petrographic Examination (ASTM C856)	Each			
Concrete	Compressive Strength of Concrete Core (LS-410), 1 core per test	Each			
	Air Void System (LS-432), half core per test	Each			
	Chloride Content (LS-417), 5 slides per test Selection of slides to be tested will be provide by the Ministry Quality Assurance staff	Each			
	Splitting Tensile Strength (LS-409)	Each			
	Petrographic Examination (ASTM C856)	Each			
Earth/ Soil	Moisture Content (LS-701)	Each			
	Particle Size Analysis (LS-702)	Each			
	Atterberg Limits (LS-703/704)	Each			
	Proctor (LS-706)	Each			

Organic	Moisture Content (LS-701)	Each			
	Organic Content (ASTM D 2974)	Each			

SAMPLE DELIVERY			
Activity (Sample Delivery)	Number of Trips (A)	Cost per Day \$ (B)	Total \$ (A * B)
Sample Delivery to Specified Laboratory (EMO or QA Laboratory) within 150km of the project location. Maximum 1 trip per day and multiple laboratory locations shall be reasonably combined in one (1) trip. No payment is made for sample delivered to the Service Provider's laboratory.			
TOTAL COMPETITIVE COST – ENGINEERING MATERIALS FIELD TESTING			\$

The above prices shall not include HST.

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

Appendix B.4.3: Competitive Cost Form – Foundations Engineering

GWP: #####-##-##

Agreement Number: #####-E-####

This Competitive Cost Form must include a 'Total' for each Activity.

The Unit Rates in this Competitive Cost Form must match the Unit Rates proposed in the Fee Schedule – Foundations Engineering Fixed Unit Rates (Appendix B.2.4).

The Estimated Quantity provided by MTO must NOT be altered. **The Estimated Quantity provided are for Proposal purposes only. The actual allotment across Activities will vary and will be formalized through Work Orders** (see RFP Section 3.5.2 Work Orders & Quotes)

The 'TOTAL COMPETITIVE COST – FOUNDATIONS ENGINEERING' must be transferred to the Total Project Prices Summary Table (Appendix B.3)

Foundations Engineering – Unit Rate Price				
Activity	Unit	Estimated Quantity	Unit Rate (\$)	Total (\$) (Estimated Quantity x Unit Rate)
PROJECT MANAGEMENT				
Meeting (up to two (2) hours)	Each			
Contract Package Development and Review	Hour			
SITE ACCESS AND/OR SPECIALIZED DRILLING METHODS OR EQUIPMENT				
Tree clearing	Hour			
TRAFFIC CONTROL				
Unit Rate in Appendix B.2.6 for similar service to be applied	NA	NA	NA	
FIELD INVESTIGATIONS (including drilling and lab testing)				
Service Truck	Day			
Water Truck	Hour			
Consumables per Borehole	Each			
Borehole Decommissioning (O. Reg. 903)	Each			
Skid Steer	Day			
Support Unit/Hauler	Day			
Drilling and Other Explorations				
Mobilization/Demobilization	Occurrence			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Test Pits (backhoe)	Hour			
Coring on Land	Hour			
Drilling on Water including Raft/Barge	Hour			

Coring on Water	Hour			
Sonic Drilling				
Mobilization/Demobilization -Sonic Drill Rig	Occurrence			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Tooling Charge	Metre			
CPT Drilling				
Mobilization/Demobilization – CPT Rig	Occurrence			
CPT Operator	Hour			
Shear Wave Velocity Tests (Vs)	Metre			
Reporting	Each report			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Pressuremeter Testing				
Mobilization/Demobilization – Drill Rig	Occurrence			
Texam PMT Equipment + Engineer	Day			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Mud Rotary Tooling	Metre			
Pressuremeter Testing	Each			
Drums and Drum Disposal	Each			
Geophysical Testing & Reporting				
MASW (Multi-channel Analysis of Surface Waves)	Metre			
VSP (Vertical Seismic Profiling)	Metre			
Drilling Supervision				
Site Visit	Hour			
Borehole Survey and Water Level Record	Hour			
Utilities Clearance	Hour			
Drilling Supervision	Hour			
Slug Test	Each			
Laboratory Testing				
Visual Classifications	Hour			
Moisture Content	Each			
Grain Size (Sieve Analysis)	Each			
Grain Size (Hydrometer)	Each			
Atterberg Limits	Each			
Unit Weight	Each			
Rock Core Logging	Hour			
Unconfined Compressive Strength Test of Rock	Each			
Consolidation Test	Each			
Triaxial Test	Each			

Direct Shear Test	Each			
Soil Chemical Testing (Corrosivity)	Each			
Organic Content (Furnace Burn)	Each			
Water Retention of Peat	Each			
Fiber Content	Each			
Degree of Decomposition	Each			
Sample Storage	Each			
ENGINEERING & REPORTING (Design Liaison, Design and Report Preparation)				
Review of Background Information	Hour			
Review of Borehole Logs	Hour			
Engineering Analysis	Hour			
Reporting – MTO RAQs Approved Key Personnel	Hour			
Reporting – Senior Engineer (Foundations and Hydrogeological)	Hour			
Reporting – Project Engineer	Hour			
Reporting – CAD Technician	Hour			
Reporting – Administrative Assistant	Report			
Quality Control – Quality Control Personnel / Principal Engineer (Foundations and Hydrogeological)	Hour			
TOTAL COMPETITIVE COST – FOUNDATIONS ENGINEERING				\$

The above prices shall not include HST.

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

Appendix B.4.4: Competitive Cost Form – Environmental Field Services

GWP: #####-##-##

Agreement Number: #####-E-####

This Competitive Cost Form must include a 'Total' for each Activity.

The Unit Rates in this Competitive Cost Form must match the Unit Rates proposed in the Fee Schedule – Environmental Field Services Fixed Unit Rates (Appendix B.2.5).

The Estimated Quantity provided by MTO must NOT be altered. **The Estimated Quantity provided are for Proposal purposes only. The actual allotment across Activities will vary and will be formalized through Work Orders** (see RFP Section 3.5.2 Work Orders & Quotes)

The 'TOTAL COMPETITIVE COST – Environmental Field Services' must be transferred to the Total Project Prices Summary Table (Appendix B.3)

Environmental Fieldwork – Unit Rate Price				
Activity	Unit	Estimated Quantity	Unit Rate (\$)	Total (\$) (Estimated Quantity x Unit Rate)
Acoustics				
For Field Acoustic Survey Services and equipment (All types)	Hour			
Waste Management				
Conduct Geophysical Survey - 1. Include at a minimum an EM-31 terrain conductivity meter, grid-line spacing of no more than 5 meters, reading intervals of no more than 2 meters, and guaranteed position accuracy within 0.5-1.0 meters.	Acre			
For Backhoe/Excavator Services	Hour			
For Backhoe/Excavator Services Mobilization/Demobilization	Kilometer			
For Drill Rig Services	Hour			
For Drill Rig Services Mobilization and Demobilization	Day			
For Track Mounted Drill Rig services	Hour			
For Track Mount Drill Rig Mobilization/ and Demobilization	Day			
For supply and installation of Monitoring Well	Well			
for Field Survey Services and Equipment (All Types)	Hour			

Monitoring Well Record Reporting	Well			
For Well Decommissioning and site Restoration Services and Equipment (All Types)	Borehole			
For Regulatory Request Fees	Site			
For Database Request Fee	Site			
For Soil/Groundwater Storage	Drum			
For Soil/Groundwater Disposal	Drum			
For Bulk Impacted Water Disposal	Liter			
For Vacuum Truck Services	Hour			
For Bulk soil Disposal	Tonne			
For supply, place and compaction of clean Backfill Material	Tonne			
Laboratory Services - Soils				
BTEX	Sample			
F1 to F4 Hydrocarbons	Sample			
PAH	Sample			
PCB	Sample			
VOC Scan	Sample			
Metals (including Pb and Hg)	Sample			
Metals and Inorganics	Sample			
Inorganics (EC, SAR, pH)	Sample			
Grain Size Analysis	Sample			
Ignitability	Sample			
TCLP (Benzo(a)pyrene)	Sample			
TCLP (for VOC)	Sample			
TCLP (Metals)	Sample			
TCLP (Inorganics)	Sample			
TCLP (Pesticides/PCBs)	Sample			
TCLP (full scan)	Sample			
Laboratory Services – Water				
BTEX	Sample			

F1 to F4 Hydrocarbons	Sample			
Anion/Cation Scan (Cl, NO ₂ , NO ₃ , SO ₄ , PO ₄ , F, Na, K, Ca, Mg, hardness, alkalinity)	Sample			
General Chemistry (pH, conductivity, turbidity, TDS, TSS, DOC)	Sample			
PAH	Sample			
PCB	Sample			
VOC Scan	Sample			
Metals (including Pb and Hg)	Sample			
E. Coli, Total Coliforms, HPC, Fecal Coliforms	Sample			
Laboratory Services - Other				
Asbestos	Sample			
Lead	Sample			
Surcharges for Rush Analysis	Sample			
Archaeology				
For Contract Ploughing Services	Hour			
For Mobilization Field Plough	Kilometer			
For Heavy Equipment Rental	Hour			
TOTAL COMPETITIVE COST – Environmental Field Services				\$

The above prices shall not include HST.

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

Appendix B.4.5: Competitive Cost Form – Subsurface Utility Engineering Fieldwork

GWP: #####-##-##

Agreement Number: #####-E-#####

This Competitive Cost Form must include a 'Total' for each Activity.

The Unit Rates in this Competitive Cost Form must match the Unit Rates proposed in the Fee Schedule – Subsurface Utility Engineering Fieldwork Fixed Unit Rates (Appendix B.2.6).

The Estimated Quantity provided by MTO must NOT be altered. **The Estimated Quantity provided are for Proposal purposes only. The actual allotment across Activities will vary and will be formalized through Work Orders** (see RFP Section 3.5.2 Work Orders & Quotes)

The 'TOTAL COMPETITIVE COST – Subsurface Utility Engineering Fieldwork' must be transferred to the Total Project Prices Summary Table (Appendix B.3)

Subsurface Utility Engineering Fieldwork – Unit Rate Price				
Activity	Unit	Estimated Quantity	Unit Rate (\$)	Total (\$) (Estimated Quantity x Unit Rate)
Site Access & Investigations				
Site Access and/or Specialized Drilling Methods or Equipment	Hour			
Utility test hole/test pits & restoration – soft surface (<1 m)	Each			
Utility test hole/test pits & restoration – soft surface (1-2 m)	Each			
Utility test hole/test pits & restoration – soft surface (2-5 m)	Each			
Utility test hole/test pits & restoration – hard surface (<1 m)	Each			
Utility test hole/test pits & restoration – hard surface (1-2 m)	Each			
Utility test hole/test pits & restoration – hard surface (2-5 m)	Each			
HydroVac Services	Hour			
Bulk soil Disposal	Tonne			
Mobilization/Demobilization	Kilometer			

Traffic Control				
Freeway Traffic Protection (including crash trucks), No Lane Closure, Day time	Hour			
Freeway Traffic Protection (including crash trucks), No Lane Closure, Night-time	Hour			
Freeway Traffic Protection (including crash trucks), Lane Closure required, Day time	Hour			
Freeway Traffic Protection (including crash trucks), Lane Closure required, Night-time	Hour			
Non-freeway Traffic Protection	Hour			
Engineering & Reporting				
Review of Background Information	Hour			
Engineering Analysis	Hour			
Reporting - Project Manager	Hour			
Reporting – CAD Technician	Hour			
Reporting – Administrative Assistant	Report			
TOTAL COMPETITIVE COST – Subsurface Utility Engineering Fieldwork				\$

The above prices shall not include HST.

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

Appendix C: Phase III Forms

The following forms are to be completed and included as part of the Phase III submission. Failure to include the completed forms may result in disqualification.

FORM

OHSA Statutory Declaration Form

Certificate of Insurance Form

Itemized Price Breakdown Forms

Design Phase Progressive Design-Build Guarantee

Appendix C.1 OHSA Statutory Declaration Form

Re: Agreement Number: **####-E-####**

In submitting this proposal, I/We, on behalf of _____,
(Legal Name(s) of Company)

certify the following:

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

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

- (b) With respect to the services being offered in this proposal, I/We and our proposed Sub-Contractors, acknowledge the responsibility to, and shall:
- (i) fulfil all of the obligations under the OHSA and make reasonable efforts so that all work is carried out in accordance with the OHSA and its regulations;
 - (ii) make reasonable efforts so that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees so that they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this _____ day of _____ 20__

(Authorized Signing Officer for the Service Provider)

(Title)

(Telephone Number)

(Authorized Signing Officer for the Service Provider)

(Title)

(Telephone Number)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix C.2 Certificate of Insurance Form

His Majesty the King in right of Ontario, represented by the Minister of Transportation; the members of the Executive Council of Ontario; and their directors, officers, advisors, agents, appointees, and employees.

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

Re: Agreement Number: **####-E-####**

A: Comprehensive General Insurance

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

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

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

subject to a limit of liability of not less than XXXX Million (\$_____) Dollars, inclusive for any one occurrence.

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

B: Professional Liability (Errors and Omissions) Insurance in an amount not less than XXXX Million (\$_____) Dollars per claim and in the annual aggregate.

C: Environmental Insurance in an amount not less than XXXX Million (\$_____) Dollars per occurrence and in the annual aggregate.

D: **[NTD: Add additional project specific insurance obligations]** Insurance in an amount not less than

XXXX Million (\$ _____) Dollars **per claim in the aggregate OR per claim in the annual aggregate.**

The Service Provider certifies, covenants, and agrees with the Ministry that the Service Provider shall purchase, provide and maintain at all times during the term of the Agreement, or as otherwise set out in the Agreement, with respect to the performance of the PDBH Services, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Service Provider would maintain including, but not limited to, meeting the requirements set out in Article 15 – Insurance, of the PDBH RFP Part E: Design Phase Legal Terms and Conditions.

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

Dated at _____ this _____ day of _____ 20__

(Signature of Insurer's Official)

(Title)

(Signature of Insurer's Official)

(Title)

(Signature of Insurer's Official)

(Title)

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix C.3 Itemized Price Breakdown Forms

GWP: #####-##-##

Agreement Number: #####-E-####

This Itemized Price Breakdown Forms must include a 'Total' for each Activity.

Form C.3.1 – Project Management

The 'TOTAL COST – Project Management' must match the Design Phase Fee Schedule – Lump Sum Price line item for Project Management (Appendix B.2.1).

Project Management – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Meetings	
Partnering and Collaboration Activities	
Communication and Consultation	
Design Integration	
Municipal and Regional Project Reviews and Coordination	
Visualization	
Contract Management System	
Scope and Cost Report	
Design Documentation	
Contract Package Preparation (six (6) packages)	
Other Services	
TOTAL COST – Project Management	\$

Form C.3.2 – ATMS

The 'TOTAL COST – ATMS' must match the Design Phase Fee Schedule – Lump Sum Price line item for ATMS (Appendix B.2.1).

ATMS – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Design and Protection for existing ATMS Facilities	
Design of new ATMS Plants	
Other Services	
Quality Control	
TOTAL COST – ATMS	\$

Form C.3.3 – Bridge Engineering

The 'TOTAL COST – Bridge Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Bridge Engineering (Appendix B.2.1).

Bridge Engineering – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Design for Rehabilitation (including field review, data collection, drawings and tender documents)	
Design of New Bridges (excluding East Humber River bridges, Humber River bridges and West Humber River bridges)	
Design of East Humber River bridges (including field investigation and all design services)	
Design of (Main) Humber River bridges (including field investigation and all design services)	
Design of West Humber River bridges (including field investigation and all design services)	
Design of New Structural Culverts	
Design of OHSS and others	
Aesthetic Design (including aesthetic meetings and reports)	
Other Services	
Quality Control	
TOTAL COST – Bridge Engineering	\$

Form C.3.4 – Drainage and Hydrology Engineering

The 'TOTAL COST – Drainage and Hydrology Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Drainage and Hydrology Engineering (Appendix B.2.1).

Drainage and Hydrology Engineering – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Field Investigation	
Hydrologic Analysis and Hydraulic Design	
Stormwater Management Design (including erosion control)	
Temporary/ interim Drainage and Temporary Flow Passage System	
Watercourse Realignment Design	
Other Services	
Quality Control	
TOTAL COST – Drainage and Hydrology Engineering	\$

Form C.3.5 – Electrical Engineering

The 'TOTAL COST – Electrical Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Electrical Engineering (Appendix B.2.1).

Electrical Engineering – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Lighting Design	
Permanent Traffic Signal Design	
Temporary Traffic Signal Design	
Maintenance Patrol Yard Electrical Design	
Other Services	
Quality Control	
TOTAL COST – Electrical Engineering	\$

Form C.3.6 – Environmental

The 'TOTAL COST – Environmental' must match the Design Phase Fee Schedule – Lump Sum Price line item for Environmental (Appendix B.2.1).

Environmental – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Detail Design Environmental Summary	
Community Workshops (ten (10) workshops)	
Acoustics and Vibration	
Air Quality Assessment	
Archaeology (including Indigenous Engagement)	
Built Heritage and Cultural Heritage Landscapes	
Contaminant / Waste Management	
Erosion and Sediment Control	
Fish and Fish Habitat	
Fluvial Geomorphologist	
Groundwater	
Land Use and Landscape	
Snowdrift Mitigation	
Terrestrial	
Other Services	
TOTAL COST – Environmental	\$

Form C.3.7 – Indigenous Consultation and Duty to Consult

The 'TOTAL COST – Indigenous Consultation and Duty to Consult' must match the Design Phase Fee Schedule – Lump Sum Price line item for Indigenous Consultation and Duty to Consult (Appendix B.2.1).

Indigenous Consultation and Duty to Consult – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Indigenous Community Consultation and Engagement	
Indigenous and Public Art Strategy	
Indigenous Community Field Liaisons	
Other Services	
TOTAL COST – Indigenous Consultation and Duty to Consult	\$

Form C.3.8 - Foundation Engineering

The Unit Rates in this Itemized Price Breakdown Table must match the Unit Rates proposed in the Fee Schedule – Foundations Engineering Fixed Unit Rates (Appendix B.2.4) if the activity is the same.

The 'TOTAL COST – Foundations Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Foundations Engineering (Appendix B.2.1).

Foundations Engineering – Itemized Price Breakdown				
Activity	Unit	Quantity	Unit Rate (\$)	Total (\$) (Quantity x Unit Rate)
PROJECT MANAGEMENT				
Design Liaison – Project Meeting	Each			
Contract Package Development and Review	Hour			
SITE ACCESS AND/OR SPECIALIZED DRILLING METHODS OR EQUIPMENT				
Tree clearing	Hour			
TRAFFIC CONTROL				
Traffic Protection Plans and Health and Safety	Hour			
No Lane Closure (Day-time)	Hour			
No Lane Closure (Night-time)	Hour			
Lane Closure (Day-time)	Hour			
Lane Closure (Night-time)	Hour			

Out of Town Expense per Crew	Day			
FIELD INVESTIGATIONS (including drilling and lab testing)				
Drilling and Other Explorations				
Mobilization/Demobilization	Day			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Test Pits (backhoe)	Hour			
Coring on Land	Hour			
Drilling on Water including Raft/Barge	Hour			
Other Explorations on Water (e.g., probes)				
Coring on Water	Hour			
Water Truck	Hour			
Consumables per Borehole	Each			
Borehole Decommissioning (O. Reg. 903)	Each			
Sonic Drilling				
Mobilization/Demobilization -Sonic Drill Rig	Day			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Service Truck	Day			
Tooling Charge	Metre			
Water Truck	Hour			
Consumables per Borehole	Each			
Borehole Decommissioning (O. Reg. 903)	Each			
Skid Steer	Day			
Support Unit/Hauler	Day			
CPT Drilling				
Mobilization/Demobilization – CPT Rig	Lump Sum			
CPT Operator	Hour			
Shear Wave Velocity Tests (Vs)	Metre			
Reporting	Lump Sum			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Service Truck	Day			
Water Truck	Hour			
Consumables per Borehole	Each			
Borehole Decommissioning	Each			
Skid Steer	Day			
Support Unit/Hauler	Day			
Pressuremeter Testing				

Mobilization/Demobilization – Drill Rig	Day			
Texam PMT Equipment + Engineer	Day			
Drilling on Land (Day-time)	Hour			
Drilling on Land (Night-time)	Hour			
Mud Rotary Tooling	Metre			
Pressuremeter Testing	Each			
Service Truck	Day			
Water Truck	Hour			
Consumables per Borehole	Each			
Borehole Decommissioning	Each			
Skid Steer	Day			
Support Unit/Hauler	Day			
Drums and Drum Disposal	Lump Sum			
Geophysical Testing & Reporting				
MASW (Multi-channel Analysis of Surface Waves)	Metre			
VSP (Vertical Seismic Profiling)	Metre			
Drilling Supervision				
Site Visit	Hour			
Borehole Survey and Water Level Record	Hour			
Utilities Clearance	Hour			
Drilling Supervision	Hour			
Slug Test	Each			
Laboratory Testing				
Visual Classifications	Hour			
Moisture Content	Each			
Grain Size (Sieve Analysis)	Each			
Grain Size (Hydrometer)	Each			
Atterberg Limits	Each			
Unit Weight	Each			
Rock Core Logging	Hour			
Unconfined Compressive Strength Test of Rock	Each			
Consolidation Test	Each			
Triaxial Test	Each			
Direct Shear Test	Each			
Soil Chemical Testing (Corrosivity)	Each			
Organic Content (Furnace Burn)	Each			
Water Retention of Peat	Each			
Fiber Content	Each			
Degree of Decomposition	Each			
Sample Storage	Each			
ENGINEERING & REPORTING (Design Liaison, Design and Report Preparation)				

Review of Background Information	Hour			
Review of Borehole Logs	Hour			
Engineering Analysis	Hour			
Reporting – MTO RAQs Approved Key Personnel	Hour			
Reporting – Senior Engineer (Foundations and Hydrogeological)	Hour			
Reporting – Project Engineer	Hour			
Reporting – CAD Technician	Hour			
Reporting – Administrative Assistant	Report			
Quality Control – Quality Control Personnel / Principal Engineer (Foundations and Hydrogeological)	Hour			
FOUNDATION ENGINEERING SPECIALIST SERVICES				
Foundation Specialist – Project Engineer	Hour			
Foundation Specialist – Senior Engineer	Hour			
Foundation Specialist – MTO RAQs Approved Key Personnel	Hour			
TOTAL COST – Foundations Engineering				\$

Form C.3.9 - Highway Engineering

The 'TOTAL COST – Highway Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Highway Engineering (Appendix B.2.1).

Highway Engineering – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Preliminary Design Review	
Highway 413/ Highway 427 Design	
Highway 413/ Highway 27 Design	
Design for Interim Termination at The Gore Road	
Field Review and Investigation	
Design for Construction Access Road (a total of 2,000 metres across six (6) locations)	
Construction for Temporary Access Road (total 2,500 metres of temporary access roads, distributing among ten (10) locations)	
Erosion and Sediment Control Design	
Centreline Culvert and Ditch Design	
Water Taking Permits	
Roadside Safety Design	
Maintenance Patrol Yard Design	
Carpool Parking Lot Design (4 locations)	
Other Services	

Quality Control (including Quality Management Plan)	
TOTAL COST – Highway Engineering	\$

Form C.3.10 – Pavement Engineering

The 'TOTAL COST – Pavement Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Pavement Engineering (Appendix B.2.1).

Pavement Engineering – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Field Investigations (including traffic control, drilling, sampling, lab testing and reporting)	
gINT Data and Report	
Pavement Design	
Other Services	
Quality Control (including Quality Management Plan and Quality Audit)	
TOTAL COST – Pavement Engineering	\$

Form C.3.11 – Property and Corridor Management

The 'TOTAL COST – Property and Corridor Management' must match the Design Phase Fee Schedule – Lump Sum Price line item for Property and Corridor Management (Appendix B.2.1).

Property and Corridor Management – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
PTE and PTHIA packages	
Property Request	
Corridor Management	
Other Services	
TOTAL COST – Property and Corridor Management	\$

Form C.3.12 – Traffic Engineering

The 'TOTAL COST – Traffic Engineering' must match the Design Phase Fee Schedule – Lump Sum Price line item for Traffic Engineering (Appendix B.2.1).

Traffic Engineering – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Traffic Data Collection and Collision Analysis	
Traffic Operational Analysis	
Permanent Signing and Pavement Markings Design	
Traffic Management (including construction staging and detour)	
Permanent Traffic Signals Design	
Temporary Traffic Signals Design	
Other Services	
Quality Control	
TOTAL COST – Traffic Engineering	\$

Form C.3.13 – Utilities

The 'TOTAL COST – Utilities' must match the Design Phase Fee Schedule – Lump Sum Price line item for Utilities (Appendix B.2.1).

Utilities – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
Project Management and Meetings	
Utility Relocation Design (including field investigation, planning, design, coordination, permitting, traffic management and constructability review)	
Utility Construction Oversight (including post-construction requirements)	
Other Services	
TOTAL COST – Utilities	\$

Form C.3.14 – Additional Biddable Work 7.17.5 – Traffic Modelling

The 'TOTAL COST – 7.17.5 – Traffic Modelling' must match the Design Phase Fee Schedule – Lump Sum Price line item for 7.17.5 – Traffic Modelling (Appendix B.2.1).

7.17.5 – Traffic Modelling – Itemized Price Breakdown	
Activity	Fee Estimate (\$)
The Gore Road	
Highway 27	

TOTAL COST – 7.17.5 – Traffic Modelling	\$
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The above prices should not include HST.

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

Appendix C.4: Design Phase Progressive Design-Build Guarantee

1.1 Definitions

"Contract", "the Contract", "this Contract", "Agreement" means the Progressive Design-Build Agreement ~~####-E-####~~ to which this Progressive Design-Build Guarantee is attached and of which this Progressive Design-Build Guarantee forms a part.

"Progressive Design-Build Guarantee", "this Progressive Design-Build Guarantee", "the Progressive Design-Build Guarantee", "whereof", "hereof", "herein", "hereby", "hereunder", and similar expressions mean this guarantee of all of the undersigned of the performance by the Service Provider of all of its obligations under the Contract.

"Guarantor" and "Guarantors" means all of the undersigned, collectively, and their respective permitted successors and assigns.

1.2 Guarantee

Each of the Guarantors, on a joint and several basis, does hereby absolutely, unconditionally and irrevocably guarantee, as a direct obligation, and as principal obligor and not as a surety, the full and prompt performance and observance by the Service Provider of each and every covenant, agreement, undertaking and obligation of the Service Provider contained in the Contract as same may be amended or waived according to the provisions of this Contract (collectively, the "Liabilities").

1.3 General Provisions Relating to the Guarantee

- (a) Each and every default in performance, observance or payment of any of the Liabilities by the Service Provider shall give rise to a separate claim and cause of action hereunder, and separate claims or suits may be made and brought, as the case may be, hereunder as each such default occurs.
- (b) The Progressive Design-Build Guarantee herein provided for shall be a continuing, absolute and unconditional guarantee of performance, observance and payment as aforesaid and shall remain in full force and effect until each and all of the Liabilities shall have been fully and satisfactorily discharged according to the terms and provisions of the Contract and the Guarantors shall have fully and satisfactorily discharged all of their obligations under this Progressive Design-Build Guarantee.
- (c) The liability of the Guarantors hereunder shall remain in full force and effect irrespective of:
 - (i) the legality, validity, regularity or enforceability of the Contract and shall in no way be affected or impaired by (and no notice of the Guarantors shall be required in respect of) any compromise, waiver, renewal, extension, indulgence, amendment, addition, deletion, change or modification with respect to the Liabilities or any of them or any release of any security (including any other guarantee, letter of credit or bond) for or in respect of the Liabilities or any of them; or
 - (ii) any failure, neglect or omission on the part of the Ministry or any other person to give

the Guarantors (or any of them) notice of the occurrence of any default by the Service Provider under or with respect to the Liabilities, or to realize upon any obligations or liabilities of the Service Provider; or

- (iii) any amalgamation, merger or consolidation of the Service Provider or the Guarantors (or any of them) or any sale, lease or transfer of any of the assets of the Service Provider or any of the Guarantors; or
 - (iv) any change in the ownership of any shares of the capital stock of the Service Provider or the Guarantors (or any of them); or
 - (v) any other occurrence or circumstance whatsoever, whether similar or dissimilar to the foregoing and any other circumstance that might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety that might otherwise limit recourse against the Guarantors or any of them.
- (d) The obligations and liabilities of the Guarantors hereunder shall not be impaired, diminished, abated or otherwise affected by (i) any set-off, defense or counterclaim that the Service Provider or any of the Guarantors may have or claim to have, at any time or from time to time, or (ii) the commencement by or against the Service Provider or any of the Guarantors of any proceedings under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extension or other similar laws.
- (e) The Ministry shall not be bound to exhaust its recourse against the Service Provider or others or any securities (including, any letter of credit and/or bond) or other guarantees it may at any time hold before being entitled to performance of payment of the Liabilities from the Guarantors and the Guarantors renounce all benefits of discussion and division.
- (f) It is the intent and purpose hereof that the Guarantors shall not be entitled to and do hereby waive any and all defenses available to guarantors, sureties and other secondary parties at law or in equity. Without limiting the generality of the foregoing, each of the Guarantors hereby waives notice of acceptance of this Contract and of the non-performance by the Service Provider, diligence, presentment, protest, dishonour, demand for payment from the Service Provider and notice of non-payment or failure to perform on the part of the Service Provider and all other notices whatsoever. The Progressive Design-Build Guarantee hereunder is a guarantee of payment, performance and compliance. In order to hold the Guarantors liable hereunder, there shall be no obligation on the part of the Ministry at any time to demand or resort for payment of performance to the Service Provider, its properties or assets or to any security, property or other rights or remedies whatsoever, nor shall there be any requirement that the Service Provider be joined as a party to any proceeding for the enforcement of any provision of this Progressive Design-Build Guarantee and the Ministry shall have the right to enforce the provisions of this Progressive Design-Build Guarantee irrespective of whether or not legal proceedings or other enforcement efforts against the Service Provider are pending, or the Ministry is seeking resort to or realization upon of from any of the foregoing. Without limiting the foregoing, it is understood that repeated and successive demands may be made and recoveries may be had hereunder as and when from time to time, the Service Provider shall default under or with respect to any of the Liabilities, and that, notwithstanding recovery

hereunder for or in respect of any such default, the guarantee herein shall remain in force and effect and shall apply to each and every subsequent default.

- (g) Without prejudice to and without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of the Guarantors under this Progressive Design-Build Guarantee and without in any way requiring the consent of or giving notice to the Guarantors or any of them, the Ministry may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Service Provider and/or the Guarantors (or any of them) or others, including any other guarantors, as the Ministry may see fit and the Ministry may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with security and guarantees in such manner as the Ministry may see fit.
- (h) The Progressive Design-Build Guarantee hereunder shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the obligations hereunder is rescinded or shall otherwise be restored or returned by the Ministry upon the insolvency, bankruptcy or reorganization of the Service Provider, or otherwise, all as though such payment had not been made.
- (i) The liability of the Guarantors under the Progressive Design-Build Guarantee herein shall arise forthwith after demand has been made in writing on the Guarantors, and the liability of the Guarantors shall bear interest from the date of such demand at the Rate of Interest.
- (j) The Guarantors jointly and severally agree to pay to the Ministry any and all reasonable out-of-pocket costs and expenses, including legal fees, incurred by the Ministry in connection with enforcing any of its rights hereunder.
- (k) A waiver by the Ministry of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Ministry would otherwise have had on any future occasion with regard to any subsequent breach. No failure to exercise nor any delay in exercising on the part of the Ministry any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided under this Contract or otherwise by law.

Company Name:	Company Name:
Signed By:	Signed By:
(An Authorized Signing Officer)	(An Authorized Signing Officer)
Name:	Name:

Position:	Position:
Date:	Date:

Note to Proponent: Insert additional firms as required

Note to Proponent: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix D: Work Order Forms

FORM

Work Order Form

Work Quote Form

Appendix D.1 WORK ORDER FORM

Work Order #: insert number

ORDER

Work Order Type

- ☐ Annual Work Order [Period: From MM/DD/YYYY – To MM/DD/YYYY]
- ☐ Monthly Work Order [Period: Month, Year]
- ☐ Service and/or Deliverable Work Order
- ☐ Emergency Work Order

The Ministry hereby issues to the Service Provider an Order to complete Work Order no. (insert number). The details of the Work Item are as follows: *[Note to Drafter: when requesting a quote for a work order insert sufficient details of the assignment for the Service Provider to respond by submitting an Assignment Proposal and Work Quote form. Include a Work Order specific OHS List of Designated Substances, as needed.]*

The Service Provider's Work Quote Form, once accepted by the Ministry, shall form an integral part of this Work Order and is incorporated herein by reference.

The Work Quote Form shall be supported by an Assignment Proposal that includes:

- A detailed Scope of Services and Deliverables;
- Schedule and Milestones;
- Resourcing Strategy and Identification of Personnel;
- Resource Hours and Cost Breakdown;
- Proposed Staff List and Hour Allocation;
- Qualifications for any personnel not previously approved under the Agreement;

Further, the content of the Work Quote Form shall be consistent with and read together with the applicable Schedules of the Agreement, including Schedules in the Progressive Design-Build for Highways Design Phase Legal Terms and Conditions.

In the event of any conflict or inconsistency, the order of precedence shall be as set out in the Agreement.

The Service Provider shall immediately confirm its availability to the Ministry representative, and within 5 Business Days of receiving this Work Order, shall provide the Ministry with a Work Quote Form containing its price for this Work Order.

Signatures of Authorized Ministry Personnel:

Project Manager: _____

Signature: _____

Date

Appendix D.2 WORK QUOTE FORM

Work Order #: insert number

OFFER

The Service Provider hereby offers to complete Work Order no.[insert number], charging the Ministry only for the following (at the rates specified in the Design Phase Fee Schedules included in Appendix B.2.2, Appendix B.2.3, B.2.4, B.2.5 & Appendix B.2.6 of the Proposal):

Technical Team Members – Unit Rate Price				
Category	Technical Team Member Role	Hourly Rate (\$)	Hours	Total (\$) (Hourly Rate x Hours)
TOTAL COST – TECHNICAL TEAM MEMBERS				\$

Engineering Materials Field Investigation/ Laboratory Testing – Unit Rate Price				
Material	Activity (Field Tests & Unit)	Unit Rate (\$)	Quantity	Total (\$) (Unit Rate x Quantity)
TESTING				
SAMPLE DELIVERY				
Activity		Number of Trips (A)	Cost per Day per trip \$ (B)	Total \$ (A * B)
TOTAL COST – ENGINEERING MATERIALS FIELD INVESTIGATION/ LABORATORY TESTING				\$

Foundations Engineering – Unit Rate Price

Activity	Unit	Quantity	Unit Rate (\$)	Total (\$) (Unit Rate x Quantity)
Sub-Activity				
TOTAL COST – FOUNDATIONS ENGINEERING				\$

Environmental Field Services – Unit Rate Price				
Activity	Unit	Quantity	Unit Rate (\$)	Total (\$) (Unit Rate x Quantity)
Sub-Activity				
TOTAL COST – ENVIRONMENTAL FIELD SERVICES				\$

Subsurface Utility Engineering Fieldwork – Unit Rate Price				
Activity	Unit	Quantity	Unit Rate (\$)	Total (\$) (Unit Rate x Quantity)
Sub-Activity				
TOTAL COST – SURFACE UTILITY ENGINEERING				\$

WORK ORDER TOTAL \$

The above totals do not include HST.

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

I/We hereby certify that (legal name of bidding company), at the time of submitting this Work Quote Form Offer, have no conflict of interest in the performance of this assignment.

I HAVE AUTHORITY TO BIND THE SERVICE PROVIDER:

Authorized Signing Officer: _____

Signature: _____

Date: _____

MTO ACCEPTANCE:

Project Manager: _____

Signature: _____

Date: _____

Attachments:

1. Assignment Proposal

Appendix E: Construction Phase Forms

FORM

Construction Phase Tender Item Bid Form

Construction Phase Lump Sum Bid Form

Construction Phase Agreement [Main and Advanced Contract(s)]

Schedule 1 – Progressive Design-Build Guarantee

Certificate of Design and Construction

Appendix E.1: Construction Phase Tender Item Bid Form

[The Construction Phase Tender Item Bid Form shall adhere to the Contract Design, Estimating & Documentation (CDED) Manual, including Standard MTO Tender Items and Non-Standard Tender Items that may be collaboratively created during the Design Phase, with Quantities and Units for bidding; to be developed during the Design Phase in consultation with the Ministry Project Team]

Appendix E.2: Construction Phase Lump Sum Bid Form

Contract: _____

Date: _____

Item #	Lump Sum Item #	Description of Item	Detailed Price	Total Price
		Design Services		
1	####-####	Design Fee – Construction Phase		\$0.00
		General		
2	9998-0012	Project Administration/Management		\$0.00
		General Administration & Management		
		Warranty Administration		
		Performance Bond		
		Labour and Material Payment Bond		
		Warranty Repair		
		Other		
		Highway/Road Construction		
3	9998-0020	General Grading		\$0.00
4	9998-0030	Pavement		\$0.00
		Concrete		
		Hot Mix		
		Granular "A"		
		Granular "B"		
		Other		
5	9998-0040	Drainage, Watermain & Utility		\$0.00
		Removals		
		New		
		Other		
6	9998-0060	Electrical		\$0.00
		Removals		
		Temporary		
		New		
		ATMS		
		Other		

7	9998-0070	Traffic Safety		\$0.00
		Temporary		
		New		
		Other		
8	9998-0080	Environmental & Landscape		\$0.00
		Temporary		
		New		
		Other		
		Structural		
9	9998-0090	Bridge Foundations		\$0.00
10	9998-0091	Bridge Substructure		\$0.00
11	9998-0092	Bridge Superstructure		\$0.00
12	9998-0093	Culverts > 3M		\$0.00
13	9998-0095	Other Structures		\$0.00
		Other		
14	9998-0014	Mobilization		\$0.00
Total Lump Sum Bid				\$0.00

Notes:

1. Service Provider shall complete all "Blue" areas of the sheet.
2. The Total Lump Sum Bid is the sum of all Lump Sum Item Prices and shall equal the Summary Bid previously submitted.
3. The Lump Sum Item Prices shall reflect a distribution of costs similar to what would be expected in a conventional item listing.
4. The Lump Sum Item Prices are to be determined by following the Lump Sum Item Price Guidelines.

Lump Sum Item Price Guidelines

The following definitions are provided to assist in determining the Lump Sum Item Prices to be entered on the Construction Phase Lump Sum Bid Form. The contents of the definitions are not intended to be an exhaustive list of all work that could be included in each item. Costs shall include removal, installation, replacement, and/or adjustment of the defined works. The definitions apply to both permanent and temporary work.

Project Administration/Management - All costs associated with the administration and/or management of the design and construction of the Work, including management of: material quality, safety, human resources, Statutory Bonds, and warranties.

Design Fee – Construction Phase - All costs associated with providing the remaining Design Services for the Work for the entire duration of the Construction Phase Contract.

General Grading - All costs associated with site grading work, including: earth and rock excavation, clearing and grubbing, and ditching.

Pavement - All costs associated with the pavement structure, including: granular base and sub-base, asphalt, concrete and composite pavements, tack coating, sidewalks, curb and gutter, and surface treatment.

Drainage, Watermain and Utilities - All costs associated with sewers, watermains, and other non-electrical utilities, including: pipes and culverts, sub-drains, jacking and boring, tunnelling, structures (i.e. manholes, chambers, and maintenance holes), appurtenances (i.e. valves, hydrants, services, and thrust blocks), bedding and backfill, and cathodic protection.

Electrical - All costs associated with electrical equipment, including: cables, ducts, grounding, poles, structures (i.e. hand holes, maintenance holes, cabinets, and chambers), traffic signals, vehicle detection equipment, and power supply equipment.

Traffic Safety - All costs associated with traffic safety, including: traffic control signing, delineation, end treatments, arrestors and roadway protection systems.

Environmental & Landscaping - All costs associated with environmental and landscaping, including: tree protection, erosion and sedimentation control measures, noise barriers, watercourse and fisheries protection, natural habitat protection, topsoil, seed and cover, and sodding.

Bridge Foundations: All costs associated with the portion of a bridge structure that transfers the weight of the bridge into the founding strata and include such elements as footings, piles, caissons etc.

Bridge Substructure: All costs associated with that part of a bridge, including abutments and piers, that support the superstructure but excluding bridge foundations.

Bridge Superstructure: All costs associated with that part of a bridge that spans water, roadway or railway or other obstruction and is supported by the substructure including main load carrying members, deck, sidewalks, barriers, light pole bases etc. Where the contract requires the replacement of certain elements of the superstructure, the costs shall be associated with these components only.

Culverts > 3.0m - All costs associated with large culverts (width, height, or diameter is greater than 3.0m), including: footings, bedding, and backfill.

Other Structures - All costs associated with structures not listed above, including: sign footings, and sign support structures.

Mobilization - All costs associated the preparatory work necessary for the movement of personnel, equipment, and supplies to the project site.

Appendix E.3: Construction Phase Agreement [Main and Advance Contract(s)]

PROGRESSIVE DESIGN-BUILD CONTRACT – #####-#### OR #####-C-####

This Contract is made in duplicate as of the _____ day of _____, 20XX,

B E T W E E N:

**His Majesty the King in right of Ontario as represented
by the Minister of Transportation**

(the “Ministry”)

- and -

[NTD: Enter Progressive Design-Builder Name]

(the “Progressive Design-Builder”, “Contractor”)

WHEREAS the Ministry issued a Request for Proposals for design and construction services under Agreement Number #####-E-#### (the “RFP”, as herein defined);

AND WHEREAS the Progressive Design-Builder has represented that it has the knowledge, ability, and expertise to carry out the design and construction services and supervise and manage the Work as required by the Ministry and as contemplated in this Contract;

AND WHEREAS the Ministry has negotiated with the Progressive Design-Builder to provide such construction services in the [NTD: Enter Name of Area] Area from [NTD: Enter Contract Beginning and End Dates] under the terms and conditions provided herein;

AND WHEREAS the Progressive Design-Builder shall provide the Contract services (the Work) for a [NTD: Enter “Tender Item Bid” OR “Lump Sum Bid”] price of \$ [NTD: Enter Ministry Accepted Construction Phase Bid Amount in CAD Dollars]

IN CONSIDERATION OF the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby contained and acknowledged), the parties hereto covenant and agree to carry out the terms and conditions of this Contract;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

TERMS AND CONDITIONS

1.0 AGREEMENT

- 1.1 That Progressive Design-Build Contract #####-#### OR #####-C-#### (the “Contract”) is comprised of the following documents:

- (a) this Construction Phase Agreement (and any future amendments made according to the Contract);
- (b) the Issued for Construction Drawings, including all forms and information provided therewith, all documents referred to therein, and any subsequent or future such drawing issued in accordance with the Contract;
- (c) the Tender;
- (c) the MTO General Conditions of Contract, OPSS.PROV 100, and as may be amended in PDBSP 0100 Amendment to OPSS.PROV 100;
- (f) (if applicable) the Progressive Design-Build Guarantee, as required by the RFP Section 2.18 Requirements from the Joint Venture/Joint Bid, of the RFP, herein attached as Schedule 1;
- (g) any specifications or standards as referenced in the above documents;
- (h) the Progressive Design-Builder's insurance as required by the MTO General Conditions of Contract, OPSS.PROV 100, and as may be amended in PDBSP 0100 Amendment to OPSS.PROV 100;
- (d) the Request For Proposals for Agreement ~~####-E-####~~, including, all Appendices, Addenda [NTD: Enter Addendum #'s 1,2,3,4 as Appropriate], forms and information provided therewith, and all documents referred therein, unless otherwise specified (the "RFP");
- (e) the Progressive Design-Builder's proposal for Agreement ~~####-E-####~~, including any correspondence; and
- (i) [NTD: Include for Lump Sum Bid] the PDBSP 0004 Progressive Performance Requirements, herein attached as Schedule 2.

1.2 The parties agree that the recitals are true and shall form part of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

His Majesty the King in right of the Province of Ontario as represented by the Ministry of Transportation	[NTD: Enter Progressive Design-Builder name] (Corporate Seal)
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

NTD: Insert additional firms as required

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

Appendix E.4: Schedule 1 – Progressive Design-Build Guarantee [Main and Advance Contract(s)]

1.1 Definitions

"Contract", "the Contract", "this Contract" means the Progressive Design-Build Contract ~~####-####~~ **OR ####-C-####** to which this Progressive Design-Build Guarantee is attached and of which this Progressive Design-Build Guarantee forms a part.

"Progressive Design-Build Guarantee", "this Progressive Design-Build Guarantee", "the Progressive Design-Build Guarantee", "whereof", "hereof", "herein", "hereby", "hereunder", and similar expressions mean this guarantee of all of the undersigned of the performance by the Progressive Design-Builder of all of its obligations under the Contract.

"Guarantor" and "Guarantors" means all of the undersigned, collectively, and their respective permitted successors and assigns.

1.2 Guarantee

Each of the Guarantors, on a joint and several basis, does hereby absolutely, unconditionally and irrevocably guarantee, as a direct obligation, and as principal obligor and not as a surety, the full and prompt performance and observance by the Progressive Design-Builder of each and every covenant, agreement, undertaking and obligation of the Progressive Design-Builder contained in the Contract as same may be amended or waived according to the provisions of this Contract (collectively, the "Liabilities").

1.3 General Provisions Relating to the Guarantee

- (a) Each and every default in performance, observance or payment of any of the Liabilities by the Progressive Design-Builder shall give rise to a separate claim and cause of action hereunder, and separate claims or suits may be made and brought, as the case may be, hereunder as each such default occurs.
- (b) The Progressive Design-Build Guarantee herein provided for shall be a continuing, absolute and unconditional guarantee of performance, observance and payment as aforesaid and shall remain in full force and effect until each and all of the Liabilities shall have been fully and satisfactorily discharged according to the terms and provisions of the Contract and the Guarantors shall have fully and satisfactorily discharged all of their obligations under this Progressive Design-Build Guarantee.
- (c) The liability of the Guarantors hereunder shall remain in full force and effect irrespective of:
 - (i) the legality, validity, regularity or enforceability of the Contract and shall in no way be affected or impaired by (and no notice of the Guarantors shall be required in respect of) any compromise, waiver, renewal, extension, indulgence, amendment, addition, deletion, change or modification with respect to the Liabilities or any of them or any release of any security (including any other guarantee, letter of credit or bond) for or in respect of the Liabilities or any of them; or

- (ii) any failure, neglect or omission on the part of the Ministry or any other person to give the Guarantors (or any of them) notice of the occurrence of any default by the Progressive Design-Builder under or with respect to the Liabilities, or to realize upon any obligations or liabilities of the Progressive Design-Builder; or
 - (iii) any amalgamation, merger or consolidation of the Progressive Design-Builder or the Guarantors (or any of them) or any sale, lease or transfer of any of the assets of the Progressive Design-Builder or any of the Guarantors; or
 - (iv) any change in the ownership of any shares of the capital stock of the Progressive Design-Builder or the Guarantors (or any of them); or
 - (v) any other occurrence or circumstance whatsoever, whether similar or dissimilar to the foregoing and any other circumstance that might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety that might otherwise limit recourse against the Guarantors or any of them.
- (d) The obligations and liabilities of the Guarantors hereunder shall not be impaired, diminished, abated or otherwise affected by (i) any set-off, defense or counterclaim that the Progressive Design-Builder or any of the Guarantors may have or claim to have, at any time or from time to time, or (ii) the commencement by or against the Progressive Design-Builder or any of the Guarantors of any proceedings under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extension or other similar laws.
- (e) The Ministry shall not be bound to exhaust its recourse against the Progressive Design-Builder or others or any securities (including, any letter of credit and/or bond) or other guarantees it may at any time hold before being entitled to performance of payment of the Liabilities from the Guarantors and the Guarantors renounce all benefits of discussion and division.
- (f) It is the intent and purpose hereof that the Guarantors shall not be entitled to and do hereby waive any and all defenses available to guarantors, sureties and other secondary parties at law or in equity. Without limiting the generality of the foregoing, each of the Guarantors hereby waives notice of acceptance of this Contract and of the non-performance by the Progressive Design-Builder, diligence, presentment, protest, dishonour, demand for payment from the Progressive Design-Builder and notice of non-payment or failure to perform on the part of the Progressive Design-Builder and all other notices whatsoever. The Progressive Design-Build Guarantee hereunder is a guarantee of payment, performance and compliance. In order to hold the Guarantors liable hereunder, there shall be no obligation on the part of the Ministry at any time to demand or resort for payment of performance to the Progressive Design-Builder, its properties or assets or to any security, property or other rights or remedies whatsoever, nor shall there be any requirement that the Progressive Design-Builder be joined as a party to any proceeding for the enforcement of any provision of this Progressive Design-Build Guarantee and the Ministry shall have the right to enforce the provisions of this Progressive Design-Build Guarantee irrespective of whether or not legal proceedings or other enforcement efforts against the Progressive Design-Builder are pending, or the Ministry is seeking resort to or realization upon of from any of the foregoing. Without limiting the foregoing, it is understood

that repeated and successive demands may be made and recoveries may be had hereunder as and when from time to time, the Progressive Design-Builder shall default under or with respect to any of the Liabilities, and that, notwithstanding recovery hereunder for or in respect of any such default, the guarantee herein shall remain in force and effect and shall apply to each and every subsequent default.

- (g) Without prejudice to and without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of the Guarantors under this Progressive Design-Build Guarantee and without in any way requiring the consent of or giving notice to the Guarantors or any of them, the Ministry may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Progressive Design-Builder and/or the Guarantors (or any of them) or others, including any other guarantors, as the Ministry may see fit and the Ministry may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with security and guarantees in such manner as the Ministry may see fit.
- (h) The Progressive Design-Build Guarantee hereunder shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the obligations hereunder is rescinded or shall otherwise be restored or returned by the Ministry upon the insolvency, bankruptcy or reorganization of the Progressive Design-Builder, or otherwise, all as though such payment had not been made.
- (i) The liability of the Guarantors under the Progressive Design-Build Guarantee herein shall arise forthwith after demand has been made in writing on the Guarantors, and the liability of the Guarantors shall bear interest from the date of such demand at the Rate of Interest.
- (j) The Guarantors jointly and severally agree to pay to the Ministry any and all reasonable out-of-pocket costs and expenses, including legal fees, incurred by the Ministry in connection with enforcing any of its rights hereunder.
- (k) A waiver by the Ministry of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Ministry would otherwise have had on any future occasion with regard to any subsequent breach. No failure to exercise nor any delay in exercising on the part of the Ministry any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided under this Contract or otherwise by law.

Company Name:	Company Name:
Signed By:	Signed By:

(An Authorized Signing Officer)	(An Authorized Signing Officer)
Name:	Name:
Position:	Position:
Date:	Date:

NTD: Insert additional firms as required.

NTD: In case of a Joint Venture/Bid, signatures of all partners are required.

Appendix E.5: Certificate of Design and Construction [Main and Advance Contract(s)]

Progressive Design-Build Contract ~~####-####~~ OR ~~####-C-####~~

Certificate of Design and Construction

<Company Letterhead>

<Date>:

<File>:

Attention: <Name>

<Company>

<Address>

<Town, Prov, Postal>

Dear <xxx>:

Reference: <Project Title>

CERTIFICATE OF DESIGN AND CONSTRUCTION

<Progressive Design-Builder name> is responsible for the design and construction of all elements of the Work (including the work of our sub-consultant(s), <xxx>). We have completed the Work in accordance with the Contract and are covered by appropriate Professional Liability insurance policies.

All government and agency authorizations and approvals have been applied for, obtained and/or complied with, as may be required. There are no outstanding infractions of laws and regulations.

All quality inspection and testing of the Work has been completed in accordance with the Progressive Design-Builder's Quality Management Plan and the Contract Documents.

<Close-off>

<Company>

<Signature>, P. Eng.

<Title>

<Contact Information>

NTD: Insert additional firms as required.

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

Appendix F: Technical Standards and Specifications

Version 9.6
May 2024

Assignment Number: ~~####-E-####~~

Ministry of Transportation
Ontario

[April 20, 2026]

List of Technical Standards and Specifications Reference Documents:

Document	Distributor
AASHTO Guide for Park and Ride Facilities	AASHTO
AASHTO Guide for the Design of Pavement Structures for Rigid and Flexible Pavements	AASHTO
Abbreviation and Symbols Manual	MTO Online Library
Applicable Ministry Directives and area Memoranda	Request from MTO – Contract Management Offices
ATMS Design Guidelines	MTO Technical Publications
AutoCAD / Civil 3D Template and Guide for Engineering Surveys	File Transfer Application
AutoCAD Standards Guide	MTO Online Library
Bikeways Design Manual	MTO Technical Publications
Bridge Clearance and Load Restriction Manual	MTO Technical Publications
Canadian Bridge Analysis System (CANBAS) Input Instruction Manual, latest version	MTO Online Library
Canadian Highway Bridge Design Code	CSA Group
Canadian Portland Cement Association “Thickness Design for Concrete Highways and Street Pavements”	Available Online on Scribd Library
Canadian Press Stylebook – 19th edition (for Communications Lead)	The Canadian Press Stylebook Print Edition The Canadian Press
Capacity Analysis Manual Implementation	MTO Technical Publications
Carpool Parking Facilities Policy, Procedures, and Responsibilities	MTO Technical Publications
Cathodic Protection Manual for Concrete Bridges	MTO Online Library
Class Environmental Assessment for Provincial Transportation Facilities	MTO Technical Publications
Concrete Culvert Design and Detailing Manual	MTO Online Library
Construction Administration and Inspection Task Manual	MTO Technical Publications
Construction Contract Administration area memoranda	Request from MTO Construction Management Office
Contract Design Estimating and Documentation Manual	MTO Technical Publications
Contractor Performance Rating Guideline	MTO Technical Publications
Culvert Inspection Guide for Culverts Less Than 3000 mm	MTO Technical Publications
Design Procedure for Recycled Hot Mix Asphalt (Rev. 33)	MTO Technical Publications
Designated Sources for Materials	MTO Technical Publications
DGS Design Graphic System User Manual	MTO Online Library

Drainage Management Manual – Volumes 1, 2, 3 and 4	MTO Online Library
Drainage Management Policy and Practice (Cancels PHY-B-237)	MTO Technical Publications
Electrical Engineering Manual Volume 1 - Electrical Design	MTO Technical Publications
Electrical Engineering Manual Volume 2 - Electrical Maintenance	MTO Technical Publications
Electrical Engineering Manual Volume 3 - C.D.E.D.	MTO Technical Publications
Electrical Engineering Manual Volume 4 - FTMS C.D.E.D.	MTO Technical Publications
Engineering Services Performance and Selection System (ESPSS) Procedures Guide	MTO Technical Publications
Engineering Survey Manual	MTO Online Library
Environmental Guide for Assessing and Mitigating the Air Quality Impacts and Greenhouse Gas Emissions of Provincial Transportation Projects	MTO Technical Publications
Environmental Guide for Built Heritage and Cultural Heritage Landscapes	MTO Technical Publications
Environmental Guide for Contaminated Property Identification and Management	MTO Technical Publications
Environmental Guide for Erosion and Sediment Control during Construction of Highway Projects	MTO Technical Publications
Environmental Guide for Fisheries - Best Management Practices (BM)	MTO Technical Publications
Environmental Guide for Fisheries - Fish Guide	MTO Technical Publications
Environmental Guide for Noise	MTO Technical Publications
Environmental Guidelines for Structural Steel Coating on Highway Structures	MTO Technical Publications
Environmental Protection Requirements for Transportation Planning and Highway Design, Construction, Operation and Maintenance	MTO Technical Publications
Environmental Reference for Contract Preparation	MTO Technical Publications
Environmental Reference for Highway Design	MTO Technical Publications
Flexible Link Slabs for Elimination of Existing Expansion Joints on Steel Girder Bridges	MTO Technical Publications
Formwork and Falsework	MTO Online Library
Guideline for Operational Performance Reviews	MTO Technical Publications

Guideline for the Design of Snowmobile Bridges	MTO Technical Publications
Guidelines for Drinking Well Water Sampling and Testing in Ministry of Transportation Activities	MTO Technical Publications
High Mast Pole Foundations Design	MTO Technical Publications
Highway Corridor Management Manual	MTO Technical Publications
Highway Design Office Bulletins/Memos "Click on Memos Tab"	MTO Technical Publications
Highway Equipment Standards Manual	MTO Online Library
Laboratory Testing Manual	MTO Technical Publications
Maintenance Patrol Yard Design Guidelines Part A & B	MTO Technical Publications
Manual for Condition Rating of Flexible Pavements (SP-024)	MTO Technical Publications
Manual for Condition Rating of Rigid Pavements (SP-005)	MTO Online Library
MTO Design Supplement for TAC Geometric Design Guide (GDG) for Canadian Roads (2017) (Also see DCSO-2017-07)	MTO Technical Publications
MTO Design Supplement for the TAC Geometric Design Guide	MTO Technical Publications
MTO Earth Best Practices and Recommendations for Design and Construction	MTO Technical Publications
MTO Gravity Pipe Design Guidelines: Circular Culverts and Storm Sewers	MTO Technical Documents
MTO Guide for Hydrotechnical Reports Part A: Stormwater Management	MTO Technical Publications
MTO Guide for Hydrotechnical Reports Part B: Bridges and Culverts	MTO Technical Publications
MTO Highway Drainage Design Standards	MTO Technical Publications
MTO IDF look up curves	IDF Curve Lookup
MTO Laboratory Testing Manuals	MTO Technical Publications
MTO Soil Classification Manual	MTO Online Library
MTO Structural Manual	MTO Technical Publications
MTO/DFO/OMNR Protocol for Protecting Fish and Fish Habitat on Provincial Transportation Undertakings	MTO Online Library
MTO/MOECF Memorandum of Understanding on Permits-To-Take-Water	MTO Technical Publication
MTO/MOECF Protocol for the Management of Excess Materials in Road Construction and Maintenance	MTO Online Library
Ontario Highway Bridge Design Code	MTO Online Library
Ontario Structure Inspection and Inspection Management Systems	MTO Online Library
Ontario Traffic Manual (OTM) Series	MTO Technical Publications
Ontario Traffic Signal Control Equipment Specifications	MTO Online Library

Operation Constraints and Non-standard Special Provisions	CPS (Contract Preparation System)
OPS Specifications for Roads and Municipal Services, Volume 1, General Conditions of Contract and Specifications for Construction (Div 1 to 9)	MTO Technical Publication-OPS
OPS Specifications for Roads and Municipal Services, Volume 2, Specifications for Material	MTO Technical Publication-OPS
OPS Specifications for Roads and Municipal Services, Volume 3, Drawings for roads, barriers, drainage, sanitary sewers, watermains and structures	MTO Technical Publication-OPS
OPS Specifications for Roads and Municipal Services, Volume 4, Drawings for Electrical Work	MTO Technical Publication-OPS
OSIM Ontario Structure Inspection Manual	MTO Technical Publications
Overcoating – Technical Assessment of Existing Coatings of Steel Bridges for Overcoating	MTO Online Library
Parametric Estimating Guide	MTO Technical Publications
Pavement Design and Rehabilitation Manual-2013	MTO Online Library
Performance of Integral Abutment Bridges (Report BO-99-04)	MTO Online Library
Performance of Integral Abutment Bridges Report	MTO Online Library
Pile Load and Extraction Tests	MTO Technical Publications
Policy for Documentation Requirements for Transportation of Dangerous Goods By or On Behalf of the MTO	MTO Technical Publications
Prestressed Concrete Manual for Quality Assurance of Bridges During Construction	MTO Online Library
Progress and Final Payment Guidelines	Request from MTO – Construction Management Offices
Property Manual - Section F: Property Request with Appendix A to E	MTO Technical Publications
Provincial Highways Distance Table	MTO Online Library
Provincial Pavement Engineering Investigation Guidelines	MTO Technical Publications
Qualification Procedures for Engineering Service Providers (ESPs) - Policy and Guidelines S	MTO Technical Documents
RAQS Quality Control Generic Category Plan	
Templates for Engineering Service Providers (ESPs)	MTO Technical Publications
Railway Guideline, 2023	
Remote Airport Lighting Manual	MTO Technical Publications
Retained Soil Systems (RSS) (As Specified in SSP 599S23)	MTO Technical Publications
Roadside Design Manual	MTO Technical Publications
Safety Practices for Structure Inspections	MTO Online Library
Seeding and Cover Quality Assurance Visual Inspection Field Guide	MTO Technical Publications

Semi-Integral Abutment Bridges (Report BO-99-03)	MTO Online Library
SFAM Structural Financial Analysis Manual	MTO Online Library
Sign Support Manual	MTO Technical Publications
Standard Ministry forms related to Construction Contract Administration Services	Request from MTO – Construction Management Offices
Standard Short Span Steel Bridges Manual	MTO Technical Publications
Standard Short Span Steel Bridges Manual	MTO Technical Publications
Storm water Management Requirement for Land Development Proposals	MTO Technical Publications
Structural Manual	MTO Technical Publications
Structural Steel Coating Manual	MTO Technical Publications
Structure Rehabilitation Manual	MTO Technical Publications
TAC Canadian Roundabout Design Guide Implementation	MTO Technical Publications
Temporary Conditions Traffic Manual	MTO Technical Publications
Waterproofing Bridge Decks with Hot Applied Asphalt Membrane (As Specified in OPSS 914, SSP 914F02, and SSP 914S03)	MTO Technical Documents

Appendix G: Additional Information for Lump Sum Items

Tables

Subsurface Utility Engineering Locations - **Not Applicable**

Phase I Environmental Site Assessment Locations - **Not Applicable**

**Appendix G.1: Subsurface Utility Engineering Locations – Not
Applicable****Municipality:**

Con #	Utility Owner	Utility Info	Location	Required Investigation

Municipality:

Con #	Utility Owner	Utility Info	Location	QLA or QLB Required

**Appendix G.2: Phase I Environmental Site Assessments – Not
Applicable****Properties Requiring Phase I Environmental Site Assessment**

COS ID #	Address	PIN	Phase ESA 1 Required