

## **Section E – Special Provisions**

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**Daleview Road Reconstruction  
Contract No. T-2020-04**



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## **SPW 001 - Bonding**

### **1.0 Performance and Warranty Bond**

The Contractor is required to provide a Performance Bond in an amount equal to 50% of the contract price including H.S.T as accepted, for due and proper fulfillment of the Contract. The Warranty duration shall be as outlined in the Contract Documents.

The Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada and shall be in accordance with the prescribed Form 32 as outlined in Section 85.1 of the Construction Act.

### **2.0 Labour and Materials Bond**

The Contractor is required to provide a Labour and Materials Bond in an amount equal to 50% of the contract price including H.S.T as accepted, for payment of all monies due to the Contractor's suppliers and subcontractors, for materials, equipment, and labour supplied under this Contract.

The Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry out business within Canada and shall be in accordance with the prescribed Form 31 as outlined in Section 85.1 of the Construction Act.

## **SPW 002 - Mobilization and Demobilization**

The work consists of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the Contract.

Mobilization shall include, but not be limited to, all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of field offices, storage facilities, security protection of the Contractor's field office, equipment and stored materials during the course of the Contract; Maintenance and repair of all necessary access to the project including haul roads as required and the restoration of the surfaces to the original condition after the haul roads are removed; and other necessary general facilities for the Contractor's operations at the site.

Demobilization shall include, but not be limited to, all activities and costs for transportation of personnel, equipment, and supplies not required or included in the Contract from the site; including the disassembly, removal, and site cleanup of field offices, storage areas, and other facilities assembled on the site specifically for project construction to original site conditions.

Measurement for Payment - For progress payment, 50% of the contract price will be paid upon the deliverable of all required documentation as outlined in the General

Provisions. 50% to be paid upon demobilization to the satisfaction of the Contract Administrator.

Basis of Payment - Payment at the Contract unit price shall be compensation in full for the supply of all labour, equipment, and materials required to completely remove, transport and dispose of any or all contaminated earth excavation material, including any permits, fees or other charges incidental to this item to the satisfaction of the Contract Administrator.

### **SPW 003 - 12" Agri Drain Animal Guard**

Measurement for Payment - per each 12" Agri Drain Animal Guard installed and fastened to the HDPE pipe in accordance with the manufacturer's recommendations.

Basis of Payment – Payment at the Contract unit price shall be compensation in full for the supply of all labour, equipment, and materials required to construct and fasten the 12" Agri Drain Animal Guard to the HDPE pipe at the locations indicated on the contract drawings.

### **SPW 004 - Slope Stabilization – Geogrid**

Reference: OPSS 1860, amended as follows:

The Contractor shall submit a shop drawing prepared by the manufacturer including manufacturing installation details at a minimum of two weeks for review by the Contract Administrator prior to installation. The shop drawing shall be signed and sealed by a Professional Engineer. The Maccafferri Geogrid System details and notes illustrated on the Contract Drawings shall not be used for construction.

Maccafferri Geogrid system shall be constructed in accordance with the notes and details on the Contract Drawings including, but not limited to, the following:

- Supply, placement and compaction of all granular materials required to construct the Maccafferri Geogrid system as noted on the Contract Drawings.
- Supply and installation of the Drainage Tile System, including connection to Catchbasin and Catchbasin Manholes in accordance with OPSD 216.021.
- Supply and installation of Maccafferri MacMat 10.4, 300mm Topsoil Pocket and seed, and Maccafferri MacGrid WG.
- The Contractor shall notify the Contract Administrator in writing a minimum of two (2) working days in advance of the commencement of the construction of the Maccafferri Geogrid.

The Contractor may submit a request to use an alternative slope stability system subject to the review and written approval by the Contract Administrator. The Contract

Administrator shall provide written approval or rejection of the alternative slope stability system within ten (10) working days from the time of submission of the alternate system request from the Contractor. At the time of submission of the request to use the alternative slope stability system to the Contract Administrator, the Contractor shall provide all design details and specifications required to construct the alternative slope stability system to the Contract Administrator for review.

Measurement for payment: shall be per square meter of Maccaferri Geogrid and associated system components installed, and shall include all costs to supply and install all components outlined on the Contract Drawings.

Basis of Payment – Payment at the Contract unit price shall be compensation in full for the supply of all labour, equipment, and materials required to construct the Maccaferri Geogrid system at the locations indicated on the contract drawings.

## **SP 206 - Earth Excavation, Grading / Surplus**

Reference: OPSS 206 amended as follows:

This item shall include all earth excavation within the grading limits noted on the Contract Documents.

Suitable and non-excess earth material excavated from roadway cuts, ditching, and other associated sites shall be used in earth grading and embankment construction. The Geotechnical Engineer must confirm in writing that earth material is suitable prior to placement.

Surplus materials that cannot be accommodated as above and unsuitable materials shall be managed as excess material and shall be disposed of off-site in accordance with OPSS 180.

The subgrade proof roll shall be witnessed by the Contract Administrator and Geotechnical Engineer prior to the placement of granular materials.

If unsuitable material is encountered in the subgrade, the Contractor shall immediately notify the Contract Administrator and Geotechnical Engineer. The measurement for payment will be based on the unit rate bid and the method of measurement as directed by the Contract Administrator. Backfill material Granular 'B' or SSM as authorized by the Geotechnical No payment for this item will be made unless authorized in advance by the Contract Administrator.

Grading limits and proposed works on private property shall be in accordance with the Contract Documents. No adjustments to these works are to be undertaken without prior authorization from the Contract Administrator. The Contractor will be responsible to complete the form **Section I – Property Owner's Release of Privately Owned Land**.

Measurement is by Plan Quantity. Progress payments will be made monthly based on an estimated percentage complete as deemed by the Contract Administrator.

All soil/earth within or immediately adjacent to the public right-of-way shall be assumed to have levels of Sodium Absorption Ratio (SAR) and Electrical Conductivity (EC) that exceeds the acceptable limits. Therefore, earth excavation material within or adjacent to the right-of-way shall not be considered to be contaminated if the SAR and/or EC limits are exceeded. It is the Contractor's responsibility to find a suitable/approved disposal site and no additional claims will be entertained as a result of these elevated levels.

### **SP 304 - Surface Treatment (50mm – Roadways and Driveways)**

Reference: OPSS 304 amended as follows:

- The Contractor shall include the cost to supply all materials, labour and equipment necessary for the proper execution of the surface treating operation.
- Granular 'A' shall be the aggregate used for the entire 50mm of surface treatment, compacted to 100% of the Standard Proctor Maximum Dry Density for the Granular 'A'.
- Double surface treatment is to be applied to the Granular 'A'.
- The Contractor shall be responsible for all temporary traffic control measures and signage required to complete the surface treatment operation to the satisfaction of the Contract Administrator.

Application of double surface treatment shall be completed as follows:

1. First Treatment Application: 1.65kg/sq.m of road surface (Class 2)
2. Second Treatment Application: 1.60kg/sq.m of road surface (Class 6)

The Contractor shall be responsible for all granular 'A' surface layer repairs in advance of surface treatment placement to the satisfaction of the Contract Administrator.

Surface treatment shall not be carried out after September 1<sup>st</sup> unless otherwise approved by the Geotechnical Engineer.

Measurement for payment: shall be per square meter of roadway where Granular 'A' aggregates are supplied, installed, compacted, and double surface treatment is applied at the locations indicated on the Contract Drawings.

## **SP 304A - Surface Treatment (50mm – Roadway from North Side of Division Road to Station 1+048)**

Reference: OPSS 304 amended as follows:

The Contractor shall be responsible for all repairs to the existing roadway surface to create a uniform and clean surface to the satisfaction of the Contract Administrator in advance of the application of application of surface treatment. The Contractor shall supply and place granulars on the roadway as required to create a 2% normal crown cross-fall within the roadway measured from the centreline of road to the edge of roadway where surface treatment is to be applied. The total width of roadway to be re-graded is 6.0m. The total width of roadway where surface treatment is to be applied is 6.0m.

- The Contractor shall include the cost to supply all materials, labour and equipment necessary for the proper execution of the surface treating operation.
- Granular 'A' shall be the aggregate used to complete roadway repairs, and roadway regrading.
- All Granular 'A' applied to the roadway shall be compacted to 100% of the Standard Proctor Maximum Dry Density for the Granular 'A'.
- The Contractor shall sweep clean all debris, dust and loose granulars from the road surface in advance of the application of surface treatment.
- Double surface treatment is to be applied to the existing Granular material in the roadway.
- The Contractor shall be responsible for all temporary traffic control measures and signage required to complete the surface treatment operation to the satisfaction of the Contract Administrator.

Application of double surface treatment shall be completed as follows:

1. First Treatment Application: 1.65kg/sq.m of road surface (Class 2)
2. Second Treatment Application: 1.60kg/sq.m of road surface (Class 6)

Surface treatment shall not be carried out after September 1<sup>st</sup> unless otherwise approved by the Geotechnical Engineer.

Measurement for payment: shall be per square meter of roadway where Granular 'A' aggregates are supplied, installed, compacted, and double surface treatment is applied.

## **SP 304B - Surface Treatment (Roadway from Station 1+270 to South Side of Warsaw Road)**

Reference: OPSS 304 amended as follows:

The Contractor shall be responsible for all repairs to the existing roadway surface to create a uniform and clean surface to the satisfaction of the Contract Administrator in advance of the application of application of surface treatment. The total width of roadway where surface treatment is to be applied is 6.0m.

- The Contractor shall include the cost to supply all materials, labour and equipment necessary for the proper execution of the surface treating operation.
- Single surface treatment is to be applied to the existing surface treated roadway.
- All Granular 'A' applied to the roadway shall be compacted to 100% of the Standard Proctor Maximum Dry Density for the Granular 'A'.
- The Contractor shall be responsible for all temporary traffic control measures and signage required to complete the surface treatment operation to the satisfaction of the Contract Administrator.

Application of double surface treatment shall be completed as follows:

1. Treatment Application: 1.60kg/sq.m of road surface (Class 6)

Surface treatment shall not be carried out after September 1<sup>st</sup> unless otherwise approved by the Geotechnical Engineer.

Measurement for payment: shall be per square meter of roadway where single surface treatment is applied.

## **SP 314 - Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling**

Reference OPSS 314 amended as follows:

The Contractor shall submit source location information for all materials two weeks prior to placement. If the gradation analysis fails, the Contractor shall stop operations immediately and pay for all subsequent testing until an acceptable result sample is achieved.

The Contractor shall obtain authorization from the Contract Administrator for stockpile locations of granular material.



Certification of Grade Elevation / Crossfall shall be provided by the Contractor on form OPSF 314-1 for each type of granular material at the cross-section locations shown in the Contract Drawings.

### **SP 407 - Maintenance Holes, Catch Basin, Ditch Inlet and Valve Chamber Installation**

Reference: OPSS 407 amended as follows:

Basis of Payment – 90% of the contract price will be paid upon the installation of the sewer structure as per specifications. The remaining 10% to be paid upon successful completion of CCTV works and submission and acceptance of CCTV submissions as per OPSS 409.

### **SP 410 - Pipe Sewer Installation in Open Cut**

Reference: OPSS 410 amended as follows:

Basis of Payment – 90% of the contract price will be paid upon the installation of the sewer as per specifications. The remaining 10% to be paid upon successful completion of CCTV works and submission and acceptance of CCTV submissions as per OPSS 409.

### **SP 491 - Support Utility Poles (Provisional)**

Reference: OPSS 491 amended as follows:

The scope shall include the support and protection of utility poles and overhead utility lines as necessary during installation of underground services required by this Contract as required by the Utility Providers.

The method of support shall be in accordance with and as approved by the Utility Provider prior to commencement of excavation. The Contractor is responsible for determining the most suitable and safest means of supporting the utility poles and additional support of the utility poles due to any activity or inactivity by the Contractor will not be considered for additional payment. A copy of the approval shall be provided to the Contract Administrator.

Measurement for payment – each pole supported shall be considered one unit for payment regardless of the number of days or mobilizations required to complete the work.

Basis of Payment - Payment at the Contract unit price shall be full compensation for all labour, equipment and material required to complete the work.

## **SP 703 - Permanent Traffic Control**

Reference: OPSS 703 amended as follows:

Signs shall be supported by metal posts.

All materials and signs shall be procured by the Contractor.

## **SP 706 - Temporary Traffic Control**

Reference: OPSS 706 amended as follows:

In addition to Section H – General Provisions, the Contractor shall include in the Lump Sum (L.S.) bid price, all labour, equipment and materials required to supply, place and maintain all traffic control measures, signing and Traffic Control Person's (TCP's), in conformance with OPSS 706.

The Contractor must maintain vehicular access to all residences at all times and must be fully accessible at the end of each construction day.

Maintaining access to all properties and their parking areas may involve constructing temporary entrances, temporary ramping, blocking only one driveway at a time, or carrying out such Work as may be required to provide the minimum amount of disruption.

The Contractor may be permitted to temporarily block normal vehicular access to the properties and respective parking areas, as approved, if the Contractor can either provide alternative or limited access which is acceptable to the respective property owners. All such arrangements and provisions must be authorized by the Contract Administrator in writing.

At all times, the Contractor shall maintain one lane of vehicular traffic during working hours and two lanes of vehicular traffic during non-working hours. Traffic shall be under control of qualified Traffic Control Persons during all traffic restrictions

Any remedial work shall be completed by the Contractor within 24 hours of being notified. Should the Contractor fail to comply, the Owner will arrange to have the works completed and deduct all associated costs from the Contractor's payment.

Payment at the Contract price for the above item shall be full compensation for all labour, Equipment, and Material to do the work.

For progress payment, 50% of the Contract price shall be paid upon the supply and installation of the complete initial traffic control plan. The balance will be prorated over the balance of the Contract Time.

## **SP 803 - Sod**

Reference: OPSS 803 amended as follows:

Basis for Payment – 70% upon successful supply and placement. 30% upon established full growth.