

**CITY HALL**  
100 Wellington Sq.



# SPECIAL PROVISIONS



DESIGN AND CONSTRUCTION MANUAL

## Linear Municipal Infrastructure



# REVISION TRACKING

## Special Provisions - General

Existing Version	New Version	New (N); Revised (Rev); Cancelled (C); Reissued (R)
October 2017		N: V1 – Original Final Submission

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SPECIAL PROVISIONS

# General

**SPECIAL PROVISIONS — GENERAL****SPG-1 WORK TO BE DONE**

Unless otherwise specified herein, the prices quoted in the Tender shall provide for all labour, equipment and materials necessary to complete the Work.

**SPG-2 SITE MEETINGS**

Site meetings shall be attended by a representative of the Contractor that is knowledgeable of the status of the project. This representative shall be a responsible person capable of expressing the position of the Contractor on any matter discussed at the meeting.

**SPG-3 NIGHT WORK**

Work that contravenes the City's Noise Bylaw must be requested by the Contractor and approved by the City in writing before commencement of the proposed work.

When any work is carried out during that period, the Contractor shall supply sufficient lighting for the work to be completed safely and in accordance with OHS requirements.

**SPG-4 DELIVERY AND TRUCKING**

The Contractor shall plan and schedule the routes of vehicles transporting all materials to minimize disruption to the neighbourhood.

The Contractor must notify suppliers of material and equipment of the above requirements.

**SPG-5 CONSTRUCTION LAYOUT**

All layout performed by the Contractor's layout surveyor shall be tied to the control points are verified by the layout surveyor.

**SPG-6 BARRICADING AND CONSTRUCTION WARNING SIGNS**

The Contractor shall be responsible for signing and barricading in accordance with the Ontario Traffic Manuals.

Regulatory signs, including stop, yield, one way and do not enter signs, must be maintained at all times by the Contractor.

**SPG-7 INSPECTION**

The Contractor shall co-operate with the City Inspector and provide any data or information requested by the Inspector. The Contractor shall also provide reasonable assistance to the inspector to assist in taking measurements of the work.

The Contractor when requested, must arrange for the inspector's presence prior to undertaking such work as may be designated for constant inspection.

**SPG-8 LOCATION AND PROTECTION OF UTILITIES**

The Contractor shall be responsible to confirm the location of all utilities.

The Contractor shall support existing utilities to the satisfaction of the utilities' representatives.

**SPG-9 TEST PITS**

The unit price for this item shall include restoration required.

Payment shall be full compensation for all labour, equipment and materials required to do the work.

**SPG-10 CLEANUP OF STREETS  
ADJACENT TO THE PROJECT**

The Contractor shall ensure the right-of way is kept clean and free of debris from construction work. It is expected that the Contractor will make arrangements to regularly inspect the surface condition of these streets and promptly dispose of all the debris. Should the Contractor be unable to carry out the required remedial measures, the City may carry out the necessary maintenance and the costs for the work shall be deducted from payments due to the Contractor. Payment for cleaning shall be included in the appropriate Form of Tender item.

**SPG-11 MUD AND DUST CONTROL**

The Contractor shall take steps to prevent dust, mud or debris nuisance resulting from operations within the right-of-way.

Where saw cutting or grinding is required, blades and grinders of the wet type shall be used together with sufficient water to mitigate the incidence of dust.

The unit price of calcium chloride and water to restrict dust to acceptable levels shall be included in the appropriate tender item.

**SPG-12 NOISE CONTROL**

Noise levels shall be controlled in accordance with the local By-law and the Occupational Health and Safety Act. To control construction noise, the Contractor shall ensure that all equipment shall be maintained in proper working order to minimize and prevent unnecessary noise levels.

For compressors and pumps operated beyond normal working hours, special measures for noise attenuation will be required. Idling of equipment shall be restricted to the minimum necessary.

**SPG-13 CLEARING AND GRUBBING**

This section shall be in accordance with the provisions of OPSS.

**SPG-14 CONTRACTOR'S  
RESPONSIBILITY FOR  
EXISTING SERVICES**

The Owner disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other structures owned by the Owner, or by private companies or individuals enjoying special franchise or occupying any portion of the streets, rights-of-ways or easements and on or below or above the surface.

The Contractor is directed to carefully examine the location of the work and to make special enquiry of the companies or individuals owning, controlling or operating said pipes, conduits, tracks and other structures and to determine the character, size, position and length of such pipes, conduits, tracks and structures and to inspect the public records of Utilities, City or other agencies having care and control of pipes, conduits and sewers and to make further personal inspection and investigation as the Contractor may deem proper, subject to the Owners approval, to determine the correctness of the information so obtained.

Information supplied is not deemed to be full or comprehensive but only that generally available.

It is the Contractor's responsibility to consult the companies concerned as to the exact location of the services and where necessary, the Contractor shall protect and support these services to maintain their operation at no additional cost to the Owner.

### SPG-14 CONTRACTOR'S RESPONSIBILITY FOR EXISTING SERVICES (CONT'D)

In the event that damage is done to a utility, that Utility Company or other owner, shall be notified immediately by the Contractor and any costs arising from such damage shall be paid for by the Contractor. A copy of such notice shall be sent to the City. The Owner will pay for any relocations only when in direct conflict with the proposed work.

Where existing utilities, not shown as such in the contract drawings, conflict directly with the proposed work, the Contractor shall be prepared to stop all work in the area where such a conflict exists.

### SPG-15 EARTH EXCAVATION

This section shall be in accordance with the provisions of OPSS.

Work under this item includes excavating, filling and grading of all materials including road beds, ditches and widenings in accordance with the design cross-sections and profile.

### SPG-16 SAWCUTTING OF EXISTING PAVEMENT

The Contractor shall sawcut all full depth sidewalk, existing pavement and concrete surfaces as identified on the Contract drawings prior to placing new pavement or concrete adjacent to the existing pavement.

### SPG-17 DISPOSAL OF EXCESS OR SURPLUS MATERIALS

Disposal of excess or surplus materials shall be in accordance with OPSS.

The Contractor is advised that certain areas of the City and surrounding municipalities are regulated by the Conservation Authorities and are subject to municipal Site Alteration By-Laws. The placement of fill material in certain areas may not be acceptable or in accordance with Section 28 of the Conservation Authorities Act.

The Contractor shall be required to provide evidence to the City of approvals and / or permits from the affected Conservation Authority and / or City, prior to the disposal of any fill material. Site selection for disposal of excess soil shall be in accordance with MOECC Best Management Practice and current regulations. The environmental characterization of the excess soil as documented in the Contract, or through subsequent sampling and analysis will be used to determine the site(s) that will be allowed to receive the excess soil.

If an environmental characterization of the excess soil was not included in the Contract, the Contractor must either dispose the excess soil at a MOECC licensed disposal facility or retain a qualified environmental consultant to characterize the excess soil. Disposal of surplus material on agricultural land is not permitted, regardless of the environmental quality of the soil.

Should any disposal site selected by the Contractor require any further approvals, permits, additional analytical testing or characterization for receiving excess material in any capacity, costs for such approvals, permits additional analytical testing or characterization will be included in the unit rate quoted by the Contractor to excavate and remove the material from site.

**SPG-17 DISPOSAL OF EXCESS OR SURPLUS MATERIALS (CONT'D)**

The above mentioned materials must be removed and deposited, as above required, as soon as excavated, or as soon thereafter as the City may direct.

Surplus or unsuitable excavated material not required by the City shall be disposed of by the Contractor at the Contractor's expense off the site of the Works, in such manner as not to cause a nuisance, injury, or inconvenience to the Corporation or to public or private parties, otherwise the Contractor shall in all cases be held liable for and must indemnify the City against all claims in respect thereof. All costs incurred in the disposal of such materials shall be deemed to have been included in the price bid for excavation and no additional claim for compensation will be entertained. Disposal of earth materials on private property will require release forms as noted in OPS 180.

The Contractor is responsible for ascertaining which materials may be subject to such fees.

**There shall be no stockpiling of any materials on the right-of-way unless approved by the City.**

**SPG-18 NOTIFICATION TO WATER USERS**

Residential water users who are supplied from a watermain to be shut down shall be notified by the Contractor at least one (1) full working day prior to shutting down. Commercial and industrial water users who are supplied from a watermain to be shutdown shall be notified by the Contractor at least two (2) full working days prior to shutting down.

The Contractor should note that due to the need of water for operations in the industrial or commercial business, a planned water shutdown will have to be arranged with a business and it may be outside normal working hours.

All users shall be informed by hand delivered notice as to the hour and duration of the shutdown.

**SPG-19 PAYMENT FOR TESTING**

The Contractor shall supply certified copies of all tests upon all materials to be used in the construction of the works, indicating that materials comply with the specifications. Such tests shall be made by an approved or designated testing company and shall be at no additional cost to the Owner.

The responsibility of quality control tests on the works, such as concrete cylinder compression tests, compaction tests and asphalt extraction tests shall be carried out as outlined in the contract.

**SPG-20 PROTECTION OF OVERHEAD CONSTRUCTION**

No machinery shall be employed which will unduly interfere with wires or other overhead construction.



**SPG-21 PROTECTION OF TREES**

This section shall be in accordance with the provisions of OPSS and City of Brantford Tree Bylaw 62-91 (Chapter 322) apply.

The Contractor shall supply, erect and maintain temporary fencing (orange, plastic fence, 1.2 metre high with metal "T" bar supports at a maximum 6 metre spacing) complete with 10 mm nylon top rope (woven through the top of the fencing). Fencing to be located around existing trees and/or along both side of the roadway (at the curb line or sidewalk area), to protect the trees and pedestrians from the Contractor's activities. Fencing may also be located to delineate other construction activities.

The Contractor shall take special precautions to protect trees presently located in the boulevards or behind public sidewalks. The Contractor shall contact the City prior to any excavation near or adjacent to trees in order that construction methods and practices may be reviewed and approved. The Contractor will be responsible for trimming tree roots in the vicinity of the curb, sidewalk, driveways and service connections or possibly within trenches. The roots shall be trimmed in a professional manner.

Should it become necessary to prune tree branches to facilitate the construction, the City shall be contacted prior to any work taking place. If required, the City will arrange for the City's tree trimming Contractor to do the work.

If damage to a tree is such as to require the removal of the tree and if such damage was a result of the Contractor's negligence, the costs of the tree removal and its replacement, shall be recovered from the Contractor.

The unit bid price shall include all labour, equipment and materials required to setup, maintain and remove tree protection fencing as directed by the City.

The Contractor shall include in the pricing of this item, any and all costs required to remove and reinstate sections of the protective fencing as may be required for the removal and replacement of lateral services, utilities and related work.

**SPG-22 TREE REMOVAL**

Any tree removal planned as part of the works shall be reviewed with the Owner prior to start of construction. Additional removals or major trimming shall be confirmed with the City or Owner before proceeding with the works.

No tree shall be removed without prior approval of the Owner of the right-of-way or easement. Where designated by the City, the Contractor shall remove and dispose of tree stumps from trees topped by others.

The stumps shall be carefully removed so as to avoid damage to adjacent structures or utilities and promptly removed from the site. On completion of the stump removal, the site shall be left free from any hazardous depressions.

Measurement for payment shall be per the diameter of the stump removed, measured at a height of 1 metre above grade and shall be disposed of offsite.

**SPG-23 SALVAGEABLE MATERIALS**

All materials designated by the City to be salvaged will be carefully removed by the Contractor and delivered back to the City.

### SPG-24 EROSION AND SEDIMENT CONTROL

This section shall be in accordance with the provisions of OPSS.

The Contractor shall have onsite and submit upon request an Erosion and Sediment Control Plan for review prior to commencing any works. The plan shall include proposed dewatering and silt control methods.

The Contractor shall not allow any water with a silt concentration that causes or is likely to cause an adverse environmental affect to enter the storm sewer system or receiving stream.

Any effluent for the job site that contains unacceptably high silt concentrations, will result in an immediate order to shut down the pumps or to cease whatever operations are causing the silty discharge until the problem is rectified.

Refer to the City's Sewer Use Bylaw, as amended, for the maximum Total Suspended Solids (TSS) discharge allowance.

### SPG-25 TEMPORARY CATCHBASIN DRAINS

Where catch basins are required to be set to final asphalt grades and the surface course is to be deferred until the next construction season, temporary drains shall be installed into the side(s) of the catchbasin and cut flush with the existing road grade.

The cost for the supply and installation of the drains shall be deemed to be included in the cost of catch basin supply and installation.

### SPG-26 SPILL REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor and spills or discharges or pollutants or contaminants that are a result of Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the City. Such spills or discharges and their adverse effects shall be as defined in the current statutes and regulations.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor and all spills or discharges from this equipment that are a result of the Contractor's operations shall forthwith be reported to the City.

This reporting will not relieve the Contractor of the Contractor's legislated responsibilities regarding such spills or discharges and reporting as may be required by regulation.

### SPG-27 TRAFFIC SIGNALS - SPECIAL DUTY OFFICER

The Contractor shall note that the directing of traffic in a signalized intersection may only be done by a City Police Officer, usually signed up as a Special Duty Officer when off-duty.

Contract items for a Special Duty Officer will include all labour, equipment and materials required to do the Work.

The City will not be held responsible for claims by the Contractor for any delay or unavailability of Officers for the work.

**SPG-28 TRAFFIC SIGNS AND CITY SIGNS - INVENTORY, REMOVAL AND REPLACEMENT**

A review of the existing signs will be done by the Contractor and the City prior to construction. Regulatory signs must be maintained by the Contractor. Removal or relocation of these regulatory signs may only be as directed by the City with a minimum one (1) working days' notice to the City, or as noted on the plans.

- The Contractor must provide any temporary signing required on the Project, including regulatory signs. Signs must meet requirements for height and visibility.
- The Contractor is responsible for an inventory of signs and their location.
- The Contractor is responsible for the removal, handling and storage of signs for relocation. Signs and posts for disposal must be dismantled. Signs or posts damaged by the Contractor must be replaced.
- New posts will be supplied by the City unless otherwise noted in the Specials Provisions. A minimum of two (2) working days' notice is required before pick up of the posts.
- Signboards will be returned undamaged upon completion.
- Should the Contractor fail to return the signboards 30 days after substantial completion or are damaged the Contractor will not be paid the item bid for Project Signboards.
- The Contractor shall supply and erect the Project Signboard on 4" x 4" posts. The 4' by 4' supplied project signboard shall be fastened to the posts using four (4) 19 mm hex head bolts and nuts with flat washers on both sides. The use of nails or spikes will not be permitted.

- Company Signboard and posts shall be constructed to be portable and installed securely.

**SPG-29 WORK WITHIN CN RIGHT-OF-WAY OR WITHIN 10 M OF CN RAIL LINE**

The Contractor must adhere to all Canadian National Railway (CN) safety requirements, policies and protocols when conducting any work within the CN right-of-way or within 10 metres of any CN rail line or when conducting any work requiring a CN Work Permit.

The Contractor is responsible for making all necessary arrangements with CN and for any associated costs which may include fees for CN Work Permits, CN flagging, utility locates and safety training, when conducting work within CN's right-of-way or within 10 metres of any CN rail line.

The Contractor shall be responsible for obtaining any insurance requirements specified by CN Rail. Inquiries pertaining to CN safety requirements, protocols, insurance requirements and fees should be directed to CN Railway.

**SPG-30 REINSTATEMENTS**

The Contractor shall reinstate the boulevard, road shoulder, road surfaces, ditches, driveway entrances, road culverts, curbs and sidewalks along the alignment of the proposed works in accordance with the specific requirements.

Reinstatement must be equal to or better than the existing conditions prior to commencement of construction.

