

**THE CORPORATION OF THE
MUNICIPALITY OF POWASSAN**

The Municipality of
Powassan
The Heart of Good Living

MAPLE HILL ROAD

**ROAD
RECONSTRUCTION**

TENDER No. 2021-2175

JUNE 2021

MUNICIPALITY OF POWASSAN
CONTRACT FOR
ROAD RECONSTRUCTION

PROJECT : MAPLE HILL ROAD

TENDER #: 2021-2175

MUNICIPALITY: MUNICIPALITY OF POWASSAN

DATE: JUNE 11, 2021

PREPARED BY: MUNICIPALITY OF POWASSAN

MUNICIPALITY OF POWASSAN

**CONTRACT FOR
ROAD REHABILITATION**

CONTENTS

- A. Attention Sheet
- B. Information to Tenderer
- C. Form of Tender
- D. Contract Agreement
- E. OPS General Conditions
- F. Special Provisions
- G. Appendix

DIVISION "A"

ATTENTION SHEET

Check the following points before submitting your Tender. Failure to comply with any of these directions may result in your tender being declared informal.

1. Sealed tenders are requested for the execution of the works described herein. Tenders are to be addressed and delivered to: **MUNICIPALITY OF POWASSAN, 250 Clark Street P.O. Box 250, Powassan, ON, P0H 1Z0** and endorsed:

TENDER FOR: Maple Hill Road - Road Reconstruction

Tenders will be received until:

Wednesday (day of week)	June-30-2021 – 2:00 PM (EST) (month -day - year -time)
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There will be a public opening for this contract. The successful bidder will be advised when the chosen bidder is approved by the owner. The corporation does not bind itself to accept the lowest or any tender.

3. Scope of Work

Approximately	<u>2.3 km</u>	of road reconstruction
Approximately	<u>19,550 m²</u>	of road reconstruction

4. Schedule and time of completion for

MAPE HILL ROAD rehabilitation; shall be completed by:
October 31st, 2021

- Notes:**
- 1) **The contractor will have to make use of sufficient crews for the full duration of the scheduled work.**
 - 2) **Five (5) downtime (rainy) days have been assumed for the fall construction season.**
5. The Tender shall be signed by an authorized officer of the company submitting the Tender, witnessed and sealed with the company seal, including the "Information for Tenderers".
 6. The schedule of prices shall be completed.
 7. The addenda shall be indicated in the Form of Tender and included in the Tender price.
 8. The Subcontractors shall all be listed in the Form of Tender
 9. The contract drawings shall include the followings.

MAPLE HILL ROAD

20212175-G0	Key Plan
20212175-G1	Legend
20212175-S1	General Plan of Services
20212175-S2	Removals Sta: 6+650 to 7+300

20212175-S3	Removals Sta: 7+250 to 7+950
20212175-S4	Removals Sta: 7+900 to 8+600
20212175-S5	Removals Sta: 8+550 to 9+075
20212175-S6	Removals Sta: 9+075 to 9+250
20212175-P1	Plan & Profile Sta: 6+625 to 6+950
20212175-P2	Plan & Profile Sta: 6+950 to 7+275
20212175-P3	Plan & Profile Sta: 7+275 to 7+600
20212175-P4	Plan & Profile Sta: 7+600 to 7+925
20212175-P5	Plan & Profile Sta: 7+925 to 8+250
20212175-P6	Plan & Profile Sta: 8+250 to 8+575
20212175-P7	Plan & Profile Sta: 8+575 to 8+900
20212175-P8	Plan & Profile Sta: 8+900 to 9+075
20212175-P9	Plan & Profile Sta: 9+075 to 9+275
20212175-C1	Cross-Sections AA to DD
20212175-C2	Cross-Sections EE to GG

10. Layout of line and grade for this contract shall be provided by the contractor. The Tenderer's attention is drawn to article #24 of Information to Tender with respect to responsibility for checking accuracy.
11. The contractor shall maintain and keep clean all streets utilized during the performance of this contract, at no extra cost to this contract.
12. Any work that is deemed to be extra to the contract must be approved by the owner prior to starting.
13. The contractor shall be responsible for redirecting any surface water that may cause problem in the installation of the underground services.
14. It is the responsibility of the Contractor to obtain the most current standard detail drawings from the governing municipality and/or Ontario Provincial Standard Specifications and Drawings.
15. This contract is prepared by the Municipality.

For further information regarding specifications, questions should be submitted in writing or email to: 250 Clark St, P.O Box 250, P0H 1Z0 Powassan Ontario; or cmunshaw@powassan.net, at least three (3) working days before the tender closing date. For general information, bidders may contact Codey Munshaw at: The Powassan Municipal Office, via phone at 705-724-2813 ext. 202 or on his cell at 705-491-1749.

DIVISION "B"

INFORMATION TO TENDERERS

*Index***B. Information to Tenderers**

1.	Scope of Work	IT-3
2.	Documents.	IT-3
3.	Delivery and Opening of Tenders.	IT-3
4.	Tender Form.	IT-3
5.	Tender Deposit.	IT-4
6.	Informal or Unbalanced Tenders.	IT-4
7.	Examination of Site.	IT-5
8.	Omissions and Discrepancies.	IT-5
9.	Interpretation and Addenda.	IT-5
10.	Acceptance or Rejection of Tender.	IT-5
11.	Bond and Agreement.	IT-6
12.	Guaranteed Maintenance Period.	IT-6
13.	Maintenance Bond	IT-6
14.	Performance Bond and Labour and Material Payment Bond	IT-6
15.	Proof of Ability.	IT-7
16.	Sub-contractors.	IT-7
17.	Approvals and Permits.	IT-7
18.	Current Standards.	IT-7
19.	Harmonized Sales Tax.	IT-8
20.	Insurance.	IT-8
21.	Use of Water.	IT-9

22.	Pre-construction survey.	IT-9
23.	Connections to Existing Sewers and Watermains.	IT-9
24.	Setting Out and As-Built Information.	IT-9
25.	Legal Survey Bars, Line and Grades Stakes.	IT-10
26.	Maintenance of Traffic.	IT-10
27.	Protection of Water Pipes.	IT-10
28.	Soils.	IT-10
29.	Miscellaneous Items.	IT-11
30.	Parking.	IT-11
31.	Limits of Site.	IT-11
32.	Tests.	IT-11
33.	Holdback Release.	IT-11
34.	Conflict and Omissions.	IT-12
35.	Schedule of Quantities.	IT-12
36.	Commencement of the Works.	IT-12
37.	Provisional Items.	IT-12
38.	Contingency Item.	IT-12
39.	Acceptance of Tender.	IT-13
40.	Private Lands.	IT-13
41.	Schedule of Work.	IT-13
42.	Cooperation.	IT-14
43.	Road Maintenance.	IT-14
44.	Liquidated Damage.	IT-14
45.	Unsuitable Material.	IT-14
46.	Sheet Pile Wall.	IT-14

1. SCOPE OF WORK

This project involves the rehabilitation and/or reconstruction of various rural roadways within the MUNICIPALITY OF POWASSAN.

This contract provides for the performance of all work as outlined in the Form of Tender, Special Provisions, Contract Drawings, and generally detailed in the Tender Ad.

2. DOCUMENTS

Tender Documents can be picked up at 250 Clark Street-front reception.

3. DELIVERY AND OPENING OF TENDERS

- Tenders sealed in the official tender envelope plainly marked, “2021-2175, Maple Hill Road” will be received by the Corporation of the MUNICIPALITY OF POWASSAN, Municipal Office 250 Clark Street P.O. Box 250, Powassan, ON, P0H 1Z0 c/o Clerk until 2:00p.m. local time, on Wednesday, June 30, 2021. **The lowest or any tender not necessarily accepted.**
- Due to the COVID 19 pandemic, the Tender opening will not be open to public. On the closing date, and commencing at 2:30pm (local time), the Tender will be open and recorded by the MUNICIPALITY OF POWASSAN, in the Municipal Office; with the unofficial Tender results being posted on the Municipal Website by the end of the day.

4. TENDER FORM

Tenders must be submitted before the closing time in sealed envelopes, with the contract number and the Tenderer's name and address clearly marked on the outside. Bids received after closing time will not be considered. The Tender must be legible, written in ink or be typed and ALL ITEMS MUST BE BID. The bid must not be restricted by a statement or alterations to the Tender Form or will be rejected as informal.

Adjustments by telegram or letter to a Tender already submitted will not be considered. A Tenderer desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission on or before the Tender closing date and time.

The Tender Form must be signed and witnessed in the spaces provided on the form with the signature of the Tenderer or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Tenderers, and if the signing authority for each Tenderer is vested in one individual, he shall sign separately on behalf of each Tenderer. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the organization bidding.

5. **TENDER DEPOSIT**

At the time of tendering, the Tenderer shall submit, with its Tender, a deposit in the form of a certified cheque or a bid bond in favour of the Corporation of the MUNICIPALITY OF POWASSAN. The Tender deposit shall equal at least ten percent (10%) of the total Tender price for all items excluding the contingency item E (amount of \$50,000). The 10% deposit must include all applicable taxes (for items A to E).

The Owner shall not pay interest on the Tender deposits.

The Owner shall retain the Tender deposit of the successful Tenderer until:

- (a) the successful Tenderer has executed the Form of Agreement in accordance with Section 35 of the tender.
- (b) the successful Tenderer has provided all bonding and other documents in accordance with Sections 8 and 14 of the Tender.

The Owner shall return the deposits of unsuccessful Tenderers within 30 days of the Tender closing date.

6. **INFORMAL OR UNBALANCED TENDERS**

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, reservations, alterations or irregularities of any kind may be rejected.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Owner, may be rejected. Each item in the Tender Form shall be a reasonable unit price for such item. The Engineer shall be the sole judge of such matters and should any Tender be considered to be unbalanced, then it may be rejected by the Owner.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly.

The Owner reserves the right to waive informalities at his discretion.

Tenderers who have submitted Tenders, which have been rejected by the Owner because of informalities, will be notified of the reasons for the rejection within ten (10) days after the closing date for Tenders.

Tenders, which are based upon an unreasonable period of time for the completion of the work, may be rejected.

7. **EXAMINATION OF SITE**

No formal test dig will be scheduled for this contract. Each Tenderer must visit the site of the work before submitting his/her Tender and must satisfy himself/herself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. **The Tenderer is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.**

8. **OMISSIONS AND DISCREPANCIES**

Should a Tenderer find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he/she be in doubt as to their meaning, he/she should notify the Engineer who may send a written instruction to all Tenderers

9. **INTERPRETATIONS AND ADDENDA**

No oral interpretation shall be made to a Tenderer as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Engineer.

10. **ACCEPTANCE OR REJECTION OF TENDERS.**

Subject to the General Conditions, neither the Engineer nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement is executed by the Owner and by the Tenderer, and the acceptance of a Tender and the execution of an Agreement by the owner is subject to the express condition that the Owner receive a Performance Bond and Payment bond, as required herein and in a form satisfactory to the Solicitor for the Owner, within seven (7) days after notification of the execution of the Agreement by the owner has been mailed to the Tenderer whose Tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner, may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted.

11. BOND AND AGREEMENT

The Tenderer agrees that if he/she has been notified that his/her Tender has been accepted by the owner, he/she will execute the Agreement in triplicate, in the form bound herein. Bidders must have the "Agreement to Bond" form of this Contract or an acceptable alternative Agreement to Bond form completed by their Bonding Companies and the same must be submitted with their Tender in order to validate their bids.

12. GUARANTEED MAINTENANCE PERIOD

The Guaranteed Maintenance Period shall be a period of twelve (12) months from the date of publication of the Substantial Completion Certificate in the Daily Commercial News. During this period, the Contractor shall maintain all work and carry out such repairs as directed by the Engineer. Repairs, as requested by the Engineer, shall be undertaken within five (5) working days of notice being given; otherwise, the Engineer shall have such repairs carried out by others and charged against the Contractor.

13. MAINTENANCE BOND

Upon completion of this Contract to the satisfaction of the Engineer, the Contractor shall be notified in writing of the acceptance of the works.

The Contractor shall be required to post a maintenance bond in the amount of fifty (50) percent of the Contract price, to guarantee workmanship and materials for a period of twelve (12) months from the date of publication of Substantial Completion in the Daily Commercial News. Rather than post a new bond, the Contractor may elect to utilize the existing performance bond reduced to the appropriate amount, provided that the maintenance period and coverage is shown on the bond. Where a performance bond, in the form of a letter of credit, or a certified cheque has been chosen, it will be held by the Owner until the twelve (12) month maintenance guarantee period expires.

14. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

A Performance Bond in an amount equal to one-hundred percent (100%) of the Tender total will be required on acceptance of the Contract and prior to the commencement of any work. A Labour and Material Payment Bond in an amount equal to one-hundred percent (100%) of the Tender total will be required on acceptance of the Contract and prior to the commencement of any work. The Bonds will be furnished by a satisfactory surety company with head office in Canada or authorized to carry on business in Canada. An acceptable alternative to providing bonds is letters of credit in the above amounts furnished by a financial institution with a head office in Canada or authorization to carry out business in Canada.

15. PROOF OF ABILITY

In order to aid the Owner in determining the capability of each tenderer, the tenderer shall complete the following statement sheets which are bound herein:

Statement 'A': Stating the tenderers experiences in similar work which he/she has successfully completed.

Statement 'B': Giving a list of the tender's senior supervisory staff with a summary of the experience of each.

Statement 'C': Giving the location and description of the construction plant which the tenderer proposes to use, the plant he/she has available or under his/her control, the plant to be rented, and the plant to be purchased.

If the tenderer prefers, he/she may, in lieu of completing and submitting the above-mentioned statement sheets, submit the information required by the said sheets on similar forms prepared in his/her own office, provided that the said form bear the tenderer's name and the date of preparation and contain up-to-date information.

16. SUB-CONTRACTORS

The Tenderer shall give in the Form of Tender the name and address of each proposed Subcontractor stating the portion of work allocated to each and the cost thereof; any changes of a Subcontractor require approval of the Owner. The owner shall reserve the right to reject any subcontractor.

17. APPROVALS AND PERMIT

The construction of the Work and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial and federal and other authorities having jurisdiction with respect to any matter arising out of this Contract.

The Owner will obtain and pay the fees, if any, for basic approvals and permits relating to the design and location of the permanent Work required from the Departments or Ministries of Transportation, Energy and Environment, Labour, Public Works or Transport, from railway or pipeline companies or from hydro-electric, canal or seaway authorities.

Unless otherwise specifically stated in the tender documents, the Contractor shall obtain and pay the fees for all other approvals and permits required for or in respect of the Work.

18. CURRENT STANDARDS

All material and work on this Contract shall be in accordance with current Municipal, O.P.S. and M.O.E. Standards and Specifications. No work shall commence without on-site inspection by the engineer.

19. HARMONIZE SALES TAX

The amount of the Harmonized Sales Tax is to be entered as a line item in the space provided in the schedule of prices in the Form of Tender.

20. INSURANCE

"The Contractor shall indemnify and hold harmless the Owner, the Consultants and the Construction Manager, their agents and employees and the MUNICIPALITY OF POWASSAN from and against all claims, demands, losses, costs, expenses (including, but not limited to legal fees and disbursements) damages, actions, suits or proceedings by third parties that arise out of or result from or are attributable to the Contractor's performance of the Contract (hereinafter called "Claims") provided such Claims are caused by negligent or wilful acts or omission of the Contractor, any Subcontractor and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable."

"Without restricting the generality of GC 6.02 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the insurance coverage specified in GC 6.03 - INSURANCE. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment. Prior to the commencement of the work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the Owner with confirmation of coverage and if required, a certified true copy of the policies certified by an officer of the insurer together with copies of any amending endorsements.

a) General Liability Insurance

"General liability insurance shall be in the joint names of the Contractor, **The Corporation of the MUNICIPALITY OF POWASSAN, Ontario Clean Water Agency, Her Majesty the Queen in Right of Canada, Her Majesty the Queen in right of Ontario, Her Ministers, directors, officers, agents, appointees and employees** and any other person, firm or corporation the Owner may from time to time require with limits of not less than \$5,000,000 per occurrence and with a property damage deductible not exceeding \$1,000. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement. To achieve the desired limit, umbrella or excess liability insurance may be used. All liability coverage shall be maintained with annual aggregate limits dedicated to the "Work" for products and completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an on-going basis for a period of 6 years following Substantial Performance of the Work. Where the Contractor maintains a single, blanket policy, the addition of the Owner and the Consultant is limited to liability arising out of the Project and all operations necessary or incidental thereto. The policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing by registered mail in advance of any cancellation, and of change or amendment restricting coverage. All such policies shall be primary non-contributing with, and not excess of any other insurance available to the Owner."

b) Automobile Liability Insurance, Aircraft and Watercraft Liability Insurance, Property and Boiler Insurance, Contractor's Equipment Insurance and Insurance Requirements and Duration shall be as per GC 6.03.03, GC 6.03.04, GC 6.03.05, GC 6.03.06 and GC 6.03.07, respectively.

21. USE OF WATER

The Contractor shall make all arrangements with the MUNICIPALITY OF POWASSAN for water to be used in this Contract.

22. PRE-CONSTRUCTION SURVEY

No responsibility will be assumed by the Owner or Engineer for the accuracy of the plans with respect to the location and number of existing utilities. The Contractor shall be responsible to verify the location, protection and support of existing services which may be encountered during the course of such work. The Contractor must satisfy himself of the location of all such services and items or public and private property which may be disturbed by his work, and the cost of dealing with any such obstruction shall be included in the Tender prices.

The Contractor is responsible for notification and arrangement with the agencies concerned for all work associated with temporary relocation or support of existing utilities.

23. CONNECTIONS TO EXISTING SEWERS AND WATERMAINS**(a) Sewers**

The Owner does not anticipate any new sewer connections under this contract.

(b) Watermains

The Owner does not anticipate any new watermain connections under this contract.

24. SETTING OUT AND AS-BUILT INFORMATION

The Contractor will be responsible for ALL layout from information supplied on the Drawings and **SIB's** in the field. He will set his own batter boards or sight lines from bench marks supplied by the Engineer.

It is emphasized that the Contractor must exercise extreme care in setting invert grades. The Contractor shall work to sufficient precision to ensure that every point in the culvert invert will be set within a vertical tolerance of 5mm of the correct elevation.

The Contractor shall reconstruct excavations to an accuracy of ± 100 mm to the contract drawings, and shall ensure that smooth transitions into and out of the excavation zones are maintained .

Should inspection by the Engineer or Inspector reveal an error greater than the said tolerance, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer.

The contractor shall submit a plan to the engineer showing all **as-built information** in order for the engineer to prepare the final as-built drawing.

25. LEGAL SURVEY BARS, LINE AND GRADE STAKES

SIB that were found during the survey have been identified on the plans. Any (S.I.B.'s) which require replacement shall be replaced by a qualified land surveyor as designated by the Engineer, of which the total cost of replacement shall be borne by the Contractor, except in the case when an S.I.B. is destroyed by the excavation of planned ditching.

26. MAINTENANCE OF TRAFFIC

Tenderers are advised that it will be essential that local traffic flow be maintained on Maple Hill Road during the entire construction period. Access to existing adjacent property entrances must be available at all times unless approved otherwise by the Engineer and the MUNICIPALITY OF POWASSAN.

Maintenance of excavation cut/fill and provision of flag persons, temporary traffic signals, detours as necessary, barricades and signs to the full satisfaction of the Engineer, Municipality and the Owner shall be the Contractor's responsibility and at his expense.

Until acceptance of the entire project, the Contractor shall be responsible for maintenance and upkeep to the Owner's satisfaction.

A traffic control plan for work on Maple Hill Road shall be submitted by the contractor and approved by the engineer. The traffic control plan must conform to traffic manual book 7.

27. PROTECTION OF WATER PIPES

There are no anticipated water pipes within the limits of this contract.

28. SOILS

The disposal of excavated materials will conform to the special provisions-Property Owner Release, and Disposal And Management Of Surplus Material.

29. MISCELLANEOUS ITEMS

Tenderers shall note that although the main items of work are listed in the Schedule of Items and Prices in the Form of Tender, it shall be required that the Contractor complete all the work required by the Plans or the Specifications even though every item may not be specifically listed in the Form of Tender. The cost of such miscellaneous items shall be deemed to be included in the unit prices for the main items of work listed in the Form of Tender. Miscellaneous work shall include but not be limited to such items as the cost of permits, access roads, cleanup and all other things necessary for the proper carrying out and completion of the work.

30. PARKING

The Contractor shall provide (at his own cost) suitable off street parking areas adequate for his vehicles and for the cars of his employees and those of his subcontractors and visitors to the satisfaction of the owner. All Equipment shall be stored on properties agreed upon by Engineer, owner, and Municipality of Powassan.

31. LIMITS OF SITE

The Contractor is to contain his operation to the street right-of-way, except for trailer locations, work areas requested by the Municipality outside the roadway right-of-way, parking area and stockpile sites which must be agreed upon by the Engineer.

32. TESTS

- (a) Granular sieve analysis results shall be provided to the Owner in advance of being delivered to the site. Proctor values shall also be provided for field testing requirements.
- (b) Costs for tests for sieve analysis or compaction tests ordered by the Engineer will be paid by the Municipality.
- (c) Notwithstanding the above, all other testing programs, or tests of failed specimens, or excessive amounts of testing which in the Engineer's opinion results from inefficiency or lack of normal care and workmanship, will be at the Contractor's expense.

33. HOLDBACK RELEASE

Subject to the Provisions of the Construction Lien Act, Holdbacks shall become payable after 45 days from the date of advertisement of the substantial completion and the submission by the contractor of the following documents:

1. Statutory Declaration Re: Payment of Accounts.
2. Workers' Compensation Board Clearance Certificate.
3. Maintenance Bond for duration of the guaranteed period in the amount of 50% of the constructed value of the works.

4. Completed Form 6 of the Construction Lien Act 1993.
5. Copy of the publication of the Substantial Performance Certificate in the Daily Commercial News.

34. CONFLICTS AND OMISSIONS

In any case of conflict between the requirements of the contract documents, the order of precedence shall be as per the Contract Agreement.

Notwithstanding the above, neither party to the contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the plans and specifications. Any work or material not herein specified but may be fairly implied as included in this contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work or material has been specified.

35. SCHEDULE OF QUANTITIES

The schedule of quantities for the items of work, furnished herewith, is for the sole purpose of indicating to the Tenderer the general magnitude of the work. If the quantity of work to be done and material to be furnished exceeds, or is less than, the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of work done and material furnished at the unit prices set out in the Tender. The Contractor shall not be entitled to any claim for lost profit, overhead or any other reason due to variations between the Tender quantity and the actual quantity measured for payment.

36. COMMENCEMENT OF THE WORK

Tenderers are advised that the actual work of this contract will commence in accordance with the Construction Schedule to be provided by the Contractor to be included in the Contract Agreement.

37. PROVISIONAL ITEMS

Items of work that may be required during the course of construction, but the exact requirements of which will depend on ground conditions or other uncertain factors encountered, are shown as "Provisional Items". These quantities are anticipated to vary significantly, or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items are deleted altogether.

38. CONTINGENCY ITEM

An amount has been placed in the Tender to cover extra work that may be ordered by the Engineer. This Contingency Allowance will be drawn upon only as directed and as authorized in writing by the Engineer and approval by the Owner. Payment of contingency will be at the bid item unit price, or by unit price provided by contractor prior to contingency item commencement (if item is not included

in the schedule of prices).

In the case of an unexpected emergency repair being required, where the Contractor or people employed by the contractor (weather employee, sub-contractor, or otherwise) is not at fault and unit pricing is not included in schedule of prices; the contractor shall commence such work with the understanding that payment will be allotted from the contingency, at reasonable and competitive rate or unit price.

39. ACCEPTANCE OF TENDER

If this Tender is accepted, the Tenderer agrees to furnish an approved surety and Workers' Compensation Clearance every 45 days for the proper fulfilment of the contract as required and to execute the agreement and bond, in triplicate, within seven (7) days, not including Sundays or a legal holiday, after being notified to do so by the Engineer.

40. PRIVATE LANDS

The Contractor shall not enter upon or occupy any lands outside of the public road allowance and the right-of-way shown on the plans except after consent has been received from the proper parties, a certified copy of which consent shall have been furnished to the Engineer.

When work has to proceed on private property, the Contractor will take every precaution to minimize the damage and inconvenience to property owners. The unit prices will be deemed to cover any restoration work necessary and all remedial work will be done to the satisfaction of the Engineer and the property owner.

41. SCHEDULE OF WORK

The Contractor is advised that the contract will not be awarded until a bar graph/Gantt Chart indicating the proposed schedule of work is submitted and approved by the Engineer. The Construction Schedule, when approved, will form part of the contract and shall be binding on the Contractor.

During the operation of the contract, if any change arises which, in the opinion of the Contractor, prevents him from functioning at the progress scheduled, he shall immediately apply to the Engineer, in writing, requesting such an alteration.

The Tenderer is advised that work shall commence immediately upon being awarded the contract and to continue in an expeditious manner, and to complete the contract within the contract period.

42. COOPERATION

The Contractor shall cooperate fully with any utility agencies (in ground and above ground) in protecting their plant or in shifting, removing, or new installation of same. The contractor shall be responsible for the coordination of work to the end and that the combined work shall produce first class results without delays.

43. ROAD MAINTENANCE

During the completion of the contract, the contractor shall be responsible for the general maintenance of the roadway surface. The contractor shall ensure the roadway is graded and dust suppressant/water is provided, as necessary to mitigate dust, and to provide motorists with a smooth travel surface.

44. LIQUIDATED DAMAGE

Persuant to section GC 8.02.09 of the General Conditions, the liquidated damages shall be in the amount of:

One Thousand Dollars (\$ 1,000.00) per calendar days beyond each milestone indicated in item 4 of the "Attention Sheet".

45. UNSUITABLE MATERIALS

During excavation should unsuitable materials or soft spots be identified by the engineer, the Contractor will excavate the unsuitable materials/soft spots to the satisfaction of the engineer. The Contractor will be paid for the removal and backfill of said locations at the provisional item unit price provided by the Contractor, for excavation and granular "B" at the actual quantity removed, as determined by the Engineer, and agreed upon between the Engineer and Contractor.

Such materials shall be disposed of at the discretion of the Contractor.

46. SHEET PILE WALL

The contractor shall be responsible for the installation of the sheet pile wall specified in the contract drawings. The Municipality of Powassan will supply the contractor with the necessary sheet piles to construct this wall. The contractor shall coordinate with the Engineer to schedule work around the delivery of the steel sheet piles. No additional costs will be allotted due to delays in the sheetpile delivery, nor shall any liquidation damages be charged.

DIVISION "C"
FORM OF TENDER

MUNICIPALITY OF POWASSAN

MAPLE HILL ROAD-ROAD RECONSTRUCTION

Tender: 2021-2175

A. Tender by: _____

A corporation having its office at: _____

(or in case of partnership)

B. Tender by: _____

Place of residence or business: _____

And: _____

Place of residence or business: _____

Carrying on business under the firm name of: _____

(or in case of unincorporated and non-partnership Tenderer)

C. Tender by: _____

Place of residence or business: _____

hereinafter referred to as the Tenderer

NOTE: in the case of partnership the name and place of residence or business of each partner must be inserted.

1. **DECLARATION OF TENDERER**

The Tenderer declares that:

- (a) No persons, other than the Tenderer, has any interest in this Tender or in the Contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, as well as all the Contract documents, and hereby accepts the same as part and parcel of this Contract, and do as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Tenderer also agrees that this offer is to remain open to acceptance until the formal Contract is executed by the successful Tenderer for said work, and that the Owner may at any time without notice accept this Tender whether any other Tender has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects for the cost of execution of work under all weather conditions.
- (f) The submission of this Tender is based on the terms and conditions of the draft form of agreement furnished to us, and any addenda identified herein. It is agreed that in the event of conflict between the unit prices and definitions of this Tender Form, and those contained in the specifications, then this Tender Form shall govern.
- (g) The work is to commence a maximum of seven days after notice to commence work has been issued by the Engineer.
- (h) In tendering for the work and in entering into the Contract, he/she has investigated for himself/herself the character of the work to be done and all local conditions that might affect his/her Tender of his/her acceptance of the work.

He/She also declares that in tendering for the work and in entering into the Contract, he/she did not and does not rely upon verbal information furnished by the Owner or the Engineer.

2. **ADDENDA**

The Tenderer will acknowledge receipt of all addendum and list them as follows:

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

SCHEDULE OF PRICES

ITEM NO.	ITEM	OPSS NO.*	EST QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
	Part 'A' Site Preparation					
1	Mobilization, insurance, and demobilization		1	L.S		
2	Bonding		1	L.S		
3	Erosion and sedimentation as per special provisions, including removal	SP	1	L.S		
4	Layout		1	L.S		
5	Traffic Control	SP, OTM Book 7	1	L.S		

SUB-TOTAL PART 'A'

TENDERER'S INITIALS _____

ITEM NO.	ITEM	OPSS NO.*	EST QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
	Part 'B' Storm Sewer System					
1	Dig, supply and install subdrain					
	i) Excavation of trenches for proposed subdrain	410, 1860, SP	198	m		
	ii) 150mm perforated subdrain with sock, 19mm Clear stone, and geotextile material separation , including Granular 'B' Type II backfill		198	m		
2	Ditching	SP	1121	m		
3	Remove, supply, and install driveway culverts –450mm dia. CSP	Appendix, SP, 410	26	m		
4	Remove, supply, and install road culvert – 450mm dia. HDPE	Appendix, SP, 410	16	m		
6	Remove road culvert – 450mm CSP		11.5	m		
5	Remove, supply, and install road culvert – 2000mm dia. CSP	Appendix, SP, 410	17.5	m		

SUB-TOTAL PART 'B'

TENDERER'S INITIALS _____

SCHEDULE OF PRICES

ITEM NO.	Part 'C' Removals	ITEM	OPSS NO.*	EST QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Miscellaneous Removals - To be disposed off-site		102,				
	i)	Remove trees as per contract drawings	310,	1	L.S		
	ii)	Removal of existing guide rail	206,	18	m		
	iii)	Removal of concrete anchor blocks for 3 cable guide rail	351, 510 SP	2	each		

SUB-TOTAL PART 'C'

TENDERER'S INITIALS _____

ITEM NO.	Part 'D' Road	ITEM	OPSS NO.*	EST QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Roadway						
	i)	Supply and place Granular 'B' Type II as per plan and profile	206, 314, 501, SP	10,500	Tonne		
	ii)	Supply and place Granular 'A' (quarried) – 150mm lift, or as specified, on roadway surface, shoulder, and rounding	206, 314, 501, SP	5,000	Tonne		
2	Bank Protection						
	i)	Install steel sheet pile wall (10-12 meter lengths) as per contract drawings. Sheet piles to be supplied by Municipality.	SP	198	m		
3	Supply and place granular 'A' (quarried) in private entrances		206, 314, 501, SP	480	Tonne		
<u>PART 'D' PROVISIONAL ITEMS</u>							
18	Supply and install guide rail						
	i)	steel beam guide rail	SP, 552	919	m		
	ii)	3 cable guide rail with anchor blocks	SP	919	m		

SUB-TOTAL PART 'D'

TENDERER'S INITIALS _____

ITEM NO.	Part 'E' Contingency Allowance	ITEM	OPSS NO.*	EST QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Contingency Allowance (to be expended only with the written direction of the engineer)			1	L.S.	\$50,000	\$50,000

SUB-TOTAL PART 'F'

TENDERER'S INITIALS _____

\$50,000

SUMMARY SHEET

PART 'A' – SITE PREPARATION	\$ _____
PART 'B' – STORM SEWER	\$ _____
PART 'C' – REMOVALS	\$ _____
PART 'D' – ROAD	\$ _____
PART 'E' – CONTINGENCY ALLOWANCE	\$ _____ 50,000
SUB-TOTAL	\$ _____
PLUS 13% HST	\$ _____
TOTAL TENDER PRICE	\$ _____

Repeat total Tender price in writing _____

H.S.T. Registration # _____

The Contractor by this Tender, offers to complete this Contract in accordance with the terms contained herein.

DATED AT _____ THIS _____ DAY OF _____ 2021.

WITNESS: _____

NAME OF COMPANY

Signature of Authorized Person
Signing for Contractor (SEAL)

(Tenderer's Initials)

(POSITION)

LIST OF SUBCONTRACTORS

The following is a list of Subcontractors which we propose to employ for this work.

SUB WORK	NAME AND ADDRESS	COST OF WORK
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

** All above should be available in a timely manner to prevent any delays should contamination be found.*

DATED AT _____ THIS _____ DAY OF _____ 2021.

WITNESS: _____

NAME OF COMPANY

Signature of Authorized Person
Signing for Contractor (SEAL)

(Tenderer's Initials)

(POSITION)

DIVISION "D"

CONTRACT AGREEMENT

THE MUNICIPALITY OF POWASSAN
MAPLE HILL-ROAD RECONSTRUCTION

Tender: 2021-2175

THIS AGREEMENT made in quintuplet this _____ day of _____
in the year Two Thousand Twenty-One.

BETWEEN:

and
The Corporation of the MUNICIPALITY OF POWASSAN (hereinafter called the "CONTRACTOR") of the first part
(hereinafter called the "Owner") of the second part.

WITNESSETH that the Contractor and the Owner, for the considerations hereinafter indicated, undertake and agree as follows:

ARTICLE 1

The following documents, which have been signed or initialled in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern as per section GC 2.02 in the following descending order:

- a) Agreement
- b) Addenda No. _____ to No. _____ Inclusive
- c) Special Provisions
- d) Contract Drawings
- e) Standard Specifications
- f) Standard Drawings
- g) Instructions to Tenderers
- h) Tender
- i) Supplemental General Conditions
- j) General Conditions of Contract (OPSS.MUNI 100)
- k) Working Drawings

Later dates shall govern within each of the above categories of documents.

ARTICLE II

The Contractor undertakes and agrees as follows:

- (a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the contract.
- (b) To grant the Owner the right to use completed portions of all contract construction prior to completion of the contract without any additional compensation.
- (c) To start construction as per the Construction Schedule provided and attached to this agreement.

ARTICLE III

The Owner undertakes and agrees as follows:

- (a) To pay the Contractor in lawful money of Canada for the performance of the work of each contract (subject to additions and deductions as provided in the General Conditions of the contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the approximate amount of based on the unit prices bid and applied to the measurements of the work.
- (b) To make payments on account thereof upon the certificate of the Engineer (when the Engineer is satisfied that payments due to Subcontractors have been made) as follows:
 - (i) On the 25th day of each calendar month, the Contractor shall prepare and deliver to the Engineer, for checking, a written estimate of the value of the labour and material incorporated in the work of the contract up to the 25th day of that month. The Engineer shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Engineer, less the aggregate of previous payments. Within thirty (30) days after delivery by the Engineer to the Owner of each certificate, the Owner shall pay to the Contractor the amount of such certificate.
 - (ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and provision of the following:
 1. Maintenance Bond as described in the Information for Tenderers.
 2. A satisfactory certificate of clearance from the Workers' Compensation Board.
 3. A statutory declaration completed by a signing officer of the company in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.
 4. Copy of the Publication of the Substantial Performance Certificate.
 5. Completed Form 5 of the construction Lien Act 1993

and will be considered as having been so given at the time of the deposit hereof in the post office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

)
)
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) _____
)
)
) _____
) (SEAL) (Contractor)
)
)
)
) _____
)
) _____
) (SEAL) (Owner)
)
)
)
)
)

DIVISION "E"

OPSS.MUNI 100: GENERAL CONDITIONS OF CONTRACT

NOVEMBER 2019

Note: The Contractor is advised that this contract between the Municipality of Powassan and the Contractor shall adhere to the rules and regulations stated in OPSS.MUNI 100-General Conditions of Contract, and is encouraged to read OPSS.MUNI 100 (**Not Included**) in its entirety. If OPSS.MUNI 100 contradicts this contract in any way, the section/sections contradicting this contract shall be omitted, and this contract shall govern.

DIVISION "F"

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1.0 REFERENCES

1.1 References – Ontario Provincial Standards

Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), Ministry of Transportation Ontario (MTO) Specifications form part of this contract.

The text of all OPSS's are contained in the Manual "*Ontario Provincial Standard Specifications*":

- Volume 1 - Construction
- Volume 2 - Materials

1.2 OPS General Conditions

The information for Tenderers and Special Provisions shall be used in conjunction with the OPS General Conditions dated November 2019.

2.0 CONTRACT DOCUMENTS

The Drawings and Specifications governing the work under this Contract shall include the following:

2.1 Specifications

1. Information for Tenderers – Attached
2. Form of Tender – Attached
3. Special Provisions – Attached
4. Contract Drawings – Included in Tender package
5. OPSS.MUNI 100 General Conditions – Not Attached
6. Ontario Provincial Standard Specifications – Not Attached

3.0 WORK TO BE COMPLETED

The work to be completed under this contract shall consist of the supply of all labour, equipment and materials necessary for the construction of the following:

<i>Road Rehabilitation/Reconstruction</i>				
Road	From	To	Quantity	Treatment
Maple Hill Road	Sta: 6+976	Sta: 9+275	2,299m	Compacted granular road base fill, ditching, culvert removal and replacement, instillation of

				sheet piles, and guide rail instillation
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4.0 DEFINITIONS

Wherever the term Engineer or Contract Administrator is used, it shall mean the Acting Municipal Engineer for the Municipality of Powassan or their representative.

Wherever the word Owner, Ministry, Municipality or Corporation is used it shall mean the Corporation of the Municipality of Powassan or their representative.

5.0 DECISION OF THE ENGINEER

The decision of the Engineer shall be final in all matters pertaining to this Contract. All instructions relative to this work shall be delivered or relayed to the Contractor through the Engineer.

All work herein specified must be carried out in strict accordance with these specifications to the satisfaction of the Engineer and the Municipality of Powassan.

6.0 CONTRACTOR SUPERVISION

The Contractor shall maintain on the site at all times a General Superintendent fully qualified to properly direct any progress of the work including the cooperation of work of sub-contractors. The Contractor shall nominate the Superintendent in writing. Instructions given to the Superintendent shall be deemed given to the Contractor. The Contractor shall also name an alternate employee to act as the superintendent when the above named superintendent is absent from the site.

The Contractor’s attention is drawn to Section GC7 “Contractor’s Responsibility and Control of the Work” of the General Conditions (OPSS.MUNI 100). Should the Contractor cease operations under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Engineer in writing of the names and positions of the person or persons so representing the Contractor.

7.0 COORDINATION MEETINGS

The Contractor shall attend such meetings with the Authority and Utility Companies as may be required by the Engineer to coordinate services affected by the contract.

8.0 CO-OPERATION WITH OTHERS AND RESTRICTION ON CONSTRUCTION

The Contractor shall cooperate with the Engineer, the Utility Companies and the Municipality in all aspects of the work.

The Contractor is advised that the construction of above ground and/or below ground facilities within the contract limits may be carried out by the Utility Company and by the work force of the Municipality during the contract period of this project. The Contractor shall inform the Municipality and/or utilities of infrastructure installed by his forces or infrastructure he is aware of as recently being installed by other utilities.

As such, the Contractor shall be responsible to coordinate with utilities for the work to be completed and schedule their forces accordingly. The Contractor shall maintain space and distance between the utility relocation operation and the Contractors. The utility shall be responsible for the administration of the Occupational Health and Safety Act within their own operation.

Where utility work immediately precedes or follows the Contractor's operation, Contractor shall be responsible to expand or lengthen the temporary traffic control measures being used. When the utility work is well outside of the Contractor's temporary traffic control system, then the utility shall be responsible for temporary traffic control signing at the location of their operation. If the Engineer is of the opinion that the traveling public will be confused or inconvenienced by the temporary traffic control methods, the Contractor will be directed to expand their temporary traffic control signing to include the area the utility is working in.

The Contractor shall be the "Constructor" within the meaning of the Occupational Health and Safety Act for the road reconstruction project.

9.0 **WORK AREAS**

The Contractor shall confine his operation entirely within the property limits, road allowances and the grading and paving limits, all as detailed and as shown on the Contract Drawings. The construction limits shall be within the roadway R.O.W and shall start and end where specified in the contract documents.

Should the Contractor require additional space other than the area specified above for any specific operation, he must obtain a written permission from the affected property owner and the Engineer.

Contractor's equipment, employee's cars, dump trucks, sub-contractor's vehicles, etc. must not be parked within the construction limits or on adjacent side streets. The contractor must locate a suitable location for these vehicles when not in use. Parking shall be as specified in Information to Tenderers section 28-Parking.

Material required for construction purposes (i.e.: granulars, pipe, structures, etc.) cannot be stored along the roadway but in a location found by the contractor near the site. Any materials unloaded within the right of way will be immediately moved unless it will be used on that particular construction day. No equipment or materials are to be in park areas.

10.0 **PRIVATE LANDS**

The Contractor shall not enter upon or occupy with men, equipment or materials of any nature or store any material on any private property unless he has obtained consent from the property owner and a copy of such consent has been furnished to the Engineer.

11.0 **PROPERTY OWNERS RELEASE**

Any rentals or damages paid for as a result of occupying private lands shall be at the Contractor's expense. A list of all properties being occupied, as well as a signed agreement between the property owner and the Contractor **MUST** be provided to the Engineer, prior to the Contractor occupying any/all private properties.

Upon completion of the Contract, the Contractor shall provide the Authority with two (2) copies of a form of release signed by each property owner, upon whose land he has entered for any purpose in conjunction with the Contract, as follows on page SP-5 of contract tender.

Final payment will not be released to the Contractor until all the applicable forms or releases have been signed by the property owners and received by the Municipality of Powassan.

(ON CONTRACTORS LETTERHEAD)

Date: _____

Municipality of Powassan
466 Main Street PO Box 250,
Powassan, ON
P0H 1Z0

Attention: Antoine Boucher P.Eng, Codey Munshaw EIT; Public Works Engineers

Re: 2021 Powassan Maple Hill Road

Gentlemen:

I hereby certify that _____ have fulfilled
(Name of Contractor)

the terms of our agreement and have left my property in a satisfactory condition.

I have accepted their final payment and release _____
(Name of Contractor)
and the Municipality of Powassan from further obligations.

Yours very truly,

(Signature)

(Property Owner's Name)

(Address)

Municipality of the Powassan
(Please complete above in printing)

12.0 **ROAD CLOSURES**

No existing Municipal Street shall be occupied or closed without permission of the Engineer. The Contractor shall notify the Engineer in writing of their intention to work on a road at least 48 hours in advance of such action, and shall not detour nor restrict traffic until he has received the Engineer's written approval. All traffic restriction shall comply with Municipal and Ministry of Transportation of Ontario, Regulations, whichever govern. All work which restricts or detours traffic shall be carried out systematically and expeditiously so as to minimize the inconvenience to vehicular and pedestrian traffic.

Any road closure when approved by the Engineer shall be carried out systematically following the sequence of the underground utility installation and the direction of the Engineer.

The Contractor will be responsible for the setting up of and maintenance of all detour signs and barricades outside the limits of this Contract. The Contractor will be responsible for the setting up of and maintenance of signage of all traffic routes for local vehicular and pedestrian traffic within the Contract limits.

Prior to the closure of any section of roadway, the Contractor shall have all materials necessary to complete the proposed work within the area of road closure. Once the roadway is closed, the Contractor shall work immediately and continuously to complete in accordance with the approved time schedule all the proposed work within the area of the closed roadway, except that the work of asphalt surface course, sidewalks and landscaping do not have to be completed prior to open the roadway to vehicular traffic and subsequently, the closure of another section of roadway.

13.0 **TRAFFIC CONTROL AND SIGNAGE**

This special provision shall be read in conjunction with the special provision tender item "Traffic Control and Signage."

13.1 **General**

All traffic control signing shall be installed and maintained in accordance with the requirements of Book 7 of the Ontario Traffic Manual.

The Contractor shall provide all necessary flag persons, detour signs, warning lights, signs and barricades necessary to direct and protect pedestrian and vehicular traffic within the project limits, and shall conduct his operations to cause the least possible interruption to the traveling public and nearby residents.

In the event of the Contractor's operation causing delay and inconvenience to the flow of traffic on roads, the Engineer may restrict the number of trucks driving onto the road during certain hours. The Contractor shall have no claim for additional payment as a result of such restrictions.

Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall have their loads trimmed and their bodies shall be tight in order that no spillage of their loads will occur on roads.

The Contractor shall prevent dust occurring in the work area and becoming a nuisance to property owners in the vicinity by applying from time to time water when directed by the Engineer and when he deems it necessary.

Should the Contractor be negligent in his duties in maintaining the proper cleanliness in the opinion of the Engineer, the Owner will take the necessary steps to perform such cleaning and shall charge the Contractor all incurred costs.

13.2 Contractor's Supply of Construction Signs

The Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required on the work.

Contractor to provide large solar powered (with battery backup) traffic arrows (TC-12 as per Book 7) delineating traffic direction at both ends of the construction, at each side road closure and at any time the road has been reduced to one lane of traffic.

Traffic controls shall be provided in general accordance with the latest edition of the MTO publication "Ontario Traffic Manual, Book 7-Temporary Conditions".

Traffic Controls shall be operational before work affecting traffic begins. All roadside traffic delineators shall have flashing lights attached.

13.3 Traffic Control, Flagging

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Correct Methods for Traffic Control" issued by the Construction Safety Associations of Ontario. Copies of this pamphlet may be obtained from the Ministry of Transportation and Communications' District Office.

Each flagman shall, while controlling traffic, wear the following:

- .1 an approved fluorescent blaze orange or fluorescent red safety vest,

Properly trained flag persons shall be used during all aspects of this project. Flag persons will be used until properly signed detours are in place.

If working at night, an approved fluorescent blaze orange or fluorescent red armband on each arm will be required c/w proper lighting requirements.

13.4 Traffic Control Plan

The Ministry of Labour and the Municipality requires a traffic control plan. Should the Contractor require, the Municipality will supply to the contractor an example of a traffic control plan. The Contractor must submit a traffic control plan for each phase of the works.

14.0 UNDERGROUND UTILITIES

The location of existing utilities if shown on plans are according to the best available information.

No responsibility will be assumed by the Owner for the correctness or completeness of drawings with respect to existing utilities and should Drawings of such be found to be incorrect or incomplete, the Contractor shall have no claim on that account.

Where necessary, the Contractor shall make necessary exploratory excavations to determine location of existing pipes, conduits, etc. This shall include arranging for utility locates on the site. The contractor shall make all subcontractors aware, by written letter, of existing utilities prior to

commencing any work on this project by the subcontractor.

The Contractor shall also be responsible for maintenance of services if any utility or underground works are damaged by his operations. No extra compensation shall be allowed for any delays caused by repairs or maintenance of service to existing utilities or underground works.

15.0 **NOTICE TO UTILITY OWNERS**

When work on the Contract is to be carried out in the vicinity of gas pipelines, watermains, sewers, telephone and telegraph lines, electric power lines, and other works or structures connected with these utilities the Contractor shall, before commencing work, and except in those cases which, in the opinion of the Engineer, are emergencies, give the owner of the said utilities not less than 48 hours' notice in writing, with a copy to the Engineer.

In the event of an emergency, the Contractor shall advise the utility owner verbally, but at the earliest opportunity such verbal notice shall be confirmed in writing with a copy to the Engineer.

16.0 **PROTECTION OF UTILITIES AND STRUCTURES**

Before commencing work in any area of the Contract, the Contractor shall notify all Public Utility Companies of his methods of treatment with regard to utilities and shall have the Utility Companies locate any existing utilities in that area. From this information, the Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury, except as specified otherwise, any and all poles and posts, overhead wires, fences, watermains, gas mains, public and private wells, sewers and drains, conduits, cables, service pipes, buildings, dwellings and all other structures or property in the vicinity of his work whether above ground or underground.

The Contractor shall assume all risks and be responsible for all expense, damages and claims, etc., attending the presence or proximity of any gas and water pipes, public or private sewers or drains, electric power and telephone conduits and wires and all other underground, surface or overhead structures which cross, or appear in the trench, tunnel or other excavations or any part of the work or are parallel with or adjacent to, but outside of, the said work.

Where concrete including unshrinkable fill, steel or timber is ordered in writing by the Engineer to be placed for the permanent support, or protection of utilities or other structures in or adjacent to the excavation, such concrete, steel or timber shall be supplied and installed at the expense of the Owner or under an appropriate provisional item.

The Contractor shall be responsible for the protection of all Utilities, fences and private property at the job site during the time of construction.

The failure of the Engineer to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Engineer does order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

The Authority will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

Relocations approved by the Contract Administrator that cannot be made prior to commencement of construction shall be coordinated by the Contractor. The cost for this work will be invoiced directly to the Municipality of Powassan. The Contractor will not receive any payments for coordinating utility relocations.

The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The attention of the bidders is drawn to the presence of utility pole lines and overhead wires adjacent to and/or on this Contract. Information on the removal or relocation of the pole lines and/or protection thereof may be obtained from the Municipality/ Consultants or from the Utility Firms concerned.

17.0 **SURFACE AND GROUND WATER**

The Contractor shall maintain the sites of the works and the works free of surface and ground water so that construction may be carried out in the dry.

The disposal of surface and ground water from the works shall be the responsibility of the Contractor and shall be carried out to the satisfaction of the Engineer. The Contractor will not be allowed to discharge water from the work onto private lands, except into existing drainage courses, unless allowed otherwise by the Owner of the affected land. No water containing sediments or pollutants of any kind will be directed into water courses. The contractor shall develop a sediment control plan, for the discharge of excess water containing sediments.

Where existing drains, sewers, or ditching of any kind are disturbed during the course of the work, they are to be reinstated by the Contractor to the satisfaction of the Engineer, at the expense of the Contractor. If, however, the condition of the existing sewer or drain pipe, in the opinion of the Engineer warrants replacement, the Owner will pay the Contractor for the removal of the existing pipe and installation of a new section of sewer or drain. However, such work must be authorized by the Owner before replacement commence.

Under no circumstances is the ground water or surface water to be allowed to enter the sanitary sewer.

18.0 **POWER AND WATER**

The Contractor shall make their own arrangements for the supply of power and water required for construction and maintenance purposes and such costs shall be deemed to be included in the total contract price for the work.

19.0 **TEMPORARY BUILDINGS**

The location of all temporary buildings, used for construction purposes, must be submitted to the Engineer for approval before erection work commences.

Temporary buildings must be kept clean, free from nuisances so as not to become a danger to the adjoining properties.

The relocation of temporary buildings within the limits of contract when ordered by the Engineer shall be at the Contractor's expense.

20.0 **FIRST AID**

The Contractor shall provide and maintain on the site where construction is being carried out, completely equipped first aid facilities in a clean orderly condition, which shall be readily accessible at all times to all his employees and the Engineer and their staff.

The Contractor shall designate certain employees who are properly instructed to be in charge of first aid. At least one such employee shall always be available on the site while work is being carried on. A telephone call list for summoning aid such as doctors, ambulances, and rescue squads from outside sources shall be conspicuously posted.

21.0 **SURVEY MARKERS**

The Contractor shall protect and preserve survey monuments during the course of construction and any bars removed or bent which is attributable to the Contractor's operations must be replaced by an Ontario Land Surveyor and the cost of such replacement borne by the Contractor. Please see section 23 of Information to Tenderers for more information.

22.0 **DISPOSAL AND MANAGEMENT OF SURPLUS MATERIAL**

All surplus material shall be managed in accordance with OPSS.MUNI 180 (Nov 2016).

All material excavated in carrying out the work of the various tender items included in this contract, which is unsuitable or is surplus to the requirements for backfill or embankment construction, shall be disposed of in locations as arranged by the Contractor and approved by the Municipality. Once all locations designated by the Municipality are filled, then it is a requirement of the Contractor to locate a suitable disposal area. There is no compensation for hauling, placing and trimming the excavated material at the disposal area. A letter of acceptance from the property owner is to be provided to the Engineer.

The Contractor shall maintain a stockpile of excess surplus select backfill material from other excavation locations on the construction site, by suitably organizing his construction operation. This stockpile is to be used when insufficient backfill is available due to rock and peat silt or clay removal, or used in a location where fill is required such as under sidewalks, ditch back slopes etc...

The Contractor is responsible for the disposal of all excess backfill when there is no longer a

requirement for it within the contract.

See OPSS MUNI 180 for further details.

23.0 **NIGHT WORK**

Night work is not permitted during this Contract unless written approval is granted by the Municipality Engineer.

24.0 **DEFINITION OF CONSTRUCTOR**

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this contract, unequivocally acknowledges that it is the Constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

“A constructor shall ensure, on a project undertaken by the constructor that,

- 1) the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- 2) every employer and every worker performing work on the project complies with this Act and the regulations; and,
- 3) the health and safety of workers on the project is protected.

25.0 **COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT**

- 1) The Contractor acknowledges its duties as an employer and a supervisor under the Occupational Health & Safety Act and under the applicable regulations and, in particular, that the Contractor shall take every precaution reasonable under the circumstances for the protection of a worker.
- 2) The Contractor acknowledges possession of a copy of the Occupational Health & Safety Act and the applicable regulations for this contract.
- 3) The Contractor shall provide the Municipality of Powassan a list of equipment, materials and personal protective devices to be used by the Contractor in carrying out the work in the contract.
- 4) The Contractor shall provide the Municipality of Powassan a copy of his written Occupational Health & Safety policy and shall also adhere to, the Municipality of Powassan’s Occupational Health & Safety Policy.
- 5) The Contractor agrees that the Municipality may stop the work, without any claim or penalty by the Contractor, in the event that the work is being carried out without the equipment, materials or protective devices listed by the Contractor or in the event that the work is not being carried out in

compliance with the Occupational Health & Safety policy of the Contractor.

- 6) In the event of non-compliance by the Contractor with the Occupational Health & Safety Act, the Municipality may exercise all such remedies as would apply for the improper performance of any other aspect of the contract, including the right to stop the work as set out above.
- 7) The Contractor releases and discharges the Municipality from any claim or demand for any action taken by the Municipality to exercise its duties of due diligence under the Occupational Health & Safety Act.
- 8) The Contractor agrees to obtain similar acknowledgments as set out above from any sub-contractors listed in the tender submission by the Contractor.
- 9) The Contractor agrees to attend an orientation meeting with the Municipality prior to commencing any work on the project to review its duties under the Occupational Health & Safety Act.
- 10) Safety, Health and Loss Handbook for Municipal Operations

The Contractor shall receive copies of this handbook at the pre-construction meeting. The Contractor is encouraged to follow the policies and procedures as set out in this handbook to ensure an accident free work site. This manual does not supersede any part of the Occupational Health & Safety Act, but is meant to provide specific instructions with regard to the Municipality of Powassan's high regard for safety and health loss control.

26.0 **LIST OF DESIGNATED SUBSTANCES**

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. S.30, the Contractor is advised of the presence of the following Designated Substances.

The Contractor is advised that the Designated Substances silica (Ontario Regulation Number 521/92), lead (519/92) and arsenic (508/92) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting and abrasive blasting.

27.0 **CARRIER SAFETY COMPLIANCE**

The contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator's Registration) certificate throughout the duration of this project.

28.0 **CONSTRUCTION NOISE CONSTRAINTS**

Noise Sensitive Areas

This special provision covers the requirements for control of construction noise produced by the Contractor's operations. With the exception of any exemptions from municipal noise control bylaws that may be indicated elsewhere in the Contract, these requirements do not relieve the Contractor of other obligations imposed by statute or by municipal bylaw.

Noise constraints in noise sensitive areas are as follows:

Noise Sensitive Area Limits	
Within the Entire Contract Limits	
Constraint	Constraint Details
Equipment Maintenance	Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to non-defective muffler systems, properly secured components, and the lubrication of moving parts.
Equipment Operation	Idling of equipment shall be restricted to the minimum necessary to perform the specified work.

29.0 **IDENTIFICATION OF LOCAL MECP OFFICE**

Notification to the Ministry of the Environment (MECP) that is required elsewhere in the Contract shall be provided to 191 Booth Rd. Unit #16, North Bay, On P1A 4K3.

30.0 **PROTECTION OF UTILITY LINES**

The Contractor shall include in the Contract bid price for the various tender items all costs deemed necessary by the Utility authorities to provide all protective measures within the limits of the Contract. The Contractor shall remain responsible for any unauthorized disruptions of service and any damage to utilities arising out of the Contractor's work, notwithstanding such protection. The Utility authorities will carry out all the work of temporary rearranging and shielding of lines deemed necessary. The cost of all such protective measures, together with the cost of restoring the lines to their original state and location, will be at the expense of the Contractor, and will be billed to the Contractor by the Utility authority.

Whenever, in the opinion of the Utility authority, standby crews are necessary during blasting operations, the Contractor shall make the necessary arrangements with the Utility authority and the cost of such crews and equipment shall be billed to the Contractor by the Utility authority. These measures will apply to those utilities located within all blasting areas.

The Contractor shall notify in writing the appropriate Utility Companies of construction commencement, with a copy submitted to the Contract Administrator within 3 business days of being granted permission to start work.

The Contractor shall notify the appropriate Utility Companies one week in advance of any rock blasting, with a copy submitted to the Contract Administrator within 3 business days.

31.0 **ENVIRONMENTAL CONSIDERATIONS**

1) General

- a) It is a responsibility of the contractor that all his personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental insult. Contractors are informed that the Ministry may assign full or part-time on-site inspectors whose sole responsibilities are to ensure compliance with environmental objectives.
- b) This section outlines the general requirements of the environmental considerations, and will be specified in more detail as required in the special clauses of these documents.

2) Working Areas

- a) The Contractor shall confine his operation to the limits of all permanent and working easements shown on the Drawings. All activities shall be confined to the designated limits of all the working area.
- b) All such easements will be negotiated by the Engineer and will include such access routes as deemed necessary for ease of construction.
- c) Should the Contractor wish to obtain access to the easements by way of other than public streets, or access routes already set out, he shall obtain written permission in a form to be approved by the Engineer, from the property owners involved and shall furnish the Engineer with a copy of such permission. The Contractor shall indemnify and save harmless the Municipality of Powassan and its agents from all claims and shall assume all liabilities arising from all claims and shall assume all liabilities arising from such permission. All access roads shall be constructed by the Contractor only at locations approved by the Engineer. The cost of additional access shall be the responsibility of the Contractor and shall not be considered as an extra to the Contract.
- d) Snow fencing shall be installed to clearly define the working limits. Haul routes, parking, access routes, and maintenance areas shall also be fenced to ensure that activity is confined to these areas.

3) Refuelling Areas

- a) The Contractor shall undertake a detailed review of his proposed route of construction to plan access routes and fuelling areas. Refuelling and maintenance of equipment shall not be undertaken in or adjacent to the watercourses. Suitable fuelling and maintenance fuelling shall be conducted in these areas. The locations of such areas are subject to approval by the Engineer. Procedures for the interception and rapid clean-up and disposal of spillages that do occur shall be submitted to the Engineer for review prior to starting work. All materials required for clean-up of fuel spillages shall be maintained readily accessible on site.
- b) The exception to this fuelling location requirement shall be generators, cranes, backhoes or shovels which may be fuelled at other than the designated fuelling area. However, no fuelling of backhoes shall be carried out within 30 metres of any watercourse. This requirement may be relaxed at the discretion of the Engineer by use

of no spill fuelling facilities.

4) Clearing of Vegetation

- a) Prior to clearing of vegetation the route of the proposed works shall be examined to identify significant environmental features which must be maintained. Particular attention shall be given to any natural wildlife habitats located within the working areas. Trees which can be preserved shall be protected by snow fencing or equivalent placed around the drip line.
- b) In general, clearing and grubbing shall be kept to a minimum. Vegetative cover shall be removed only slightly in advance of actual construction. Clearing and grubbing shall be performed in the manner stated herein or as found on the Contract Drawings.

5) Stockpiles

- a) Stockpiles of a semi-permanent nature, e.g. topsoil, excess excavated material, shall be located and protected to ensure minimum environmental interference.
- b) Stockpiles of this type shall be covered with plastic sheeting and perimeter drainage ditches shall be constructed to intercept and divert runoff to adjacent settling ponds.
- c) Specific attention must be given to the locating of stockpiles or other fills in or near tree stands, along flood plains and in areas containing natural wildlife habitats. The destruction of tree roots or other vegetation by unnecessary cutting during construction or by the placing of excessive fill in tree stand areas, or by compaction due to heavy equipment will not be permitted.

6) Restoration - General

- a) In general, the entire site shall be restored to a state equal or if specified elsewhere to a condition better than existing conditions.
- b) Restoration shall not be undertaken as a final project task but shall be initiated as soon as backfilling and compaction activities have been completed.
- c) Temporary roads shall be removed as soon as construction activities can permit and the vegetative cover shall be restored to its original condition by replanting or natural cover all as specified herein or indicated on the Drawings.

7) Noise and Dust Control

- a) All vehicles and equipment shall be equipped with efficient muffling devices to minimize noise levels in the project area. In particular, construction equipment such as compressors, gas diesel driven engines, pavement breakers shall be equipped with efficient mufflers.
- b) The Contractor shall establish and maintain site procedures consistent with the objective that noise levels from the construction area shall be minimized.
- c) In areas where some permanent installations, such as tunnel shafts, are required other devices such as artificial barriers, berms, etc. shall be used to minimize noise levels.

- d) The Contractor shall undertake all dust control measures to prevent dust nuisances resulting from any phase of his operation. Dust control practices shall be carried out at all locations on site or on adjacent roads.
- e) Permitted dust control measures include the applications of calcium chloride, oiling or water. In general, the use of calcium chloride shall be minimized, particularly in close proximity to watercourses, and the use of more frequent water application is encouraged. No chemical means of dust control shall be initiated without prior approval by the Engineer.
- f) The transporting of excessively dusty materials such as cement must be carried out in covered haulage vehicles.

8) Protection of Trees

- a) The Contractor shall be responsible for the protection of tops, trunks and roots of existing trees on project site that are to remain. Existing trees subject to construction damage shall be fenced before any work is started. Wherever possible, do not permit heavy equipment or stockpiles within branch spread. Remove interfering branches without injury to trunks, and over scars immediately treat with tree paint such as "Sturgeon's Tree Wound Dressing".
- b) Where excavating, filling, or grading is required within the branch spread of trees that are to remain, the work shall be performed as follows:

Trenching - When trenching occurs around trees to remain, the tree roots shall not be cut but the trench shall be tunnelled under or around the roots by careful hand digging and without injury to the roots. Any roots over 25mm which are damaged, shall be treated immediately with tree paint.

Raising Grades - When the existing grade at tree is below the new finished grade, and fill not exceeding 400mm is required, clean washed gravel graded from 25mm to 50mm size shall be placed directly around the tree trunk. The gravel shall extend out from the trunk on all sides a minimum of 450mm and finish approximately 50mm above the finished grade at tree. Install gravel before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill.

Lowering Grades - Trees marked for preservation that are located above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Exposed or broken roots shall be cut clean and covered with topsoil.

Trees potentially undermined by trench construction shall be braced to unaffected trees by means of cables and turnbuckles, for the period of open trench construction.

9) Cleaning Equipment

- a) Do not clean equipment in streams or lakes.
- b) Clean construction equipment prior to entering roadways.
- c) Do not clean equipment in locations where debris can gain access to sewers or

watercourses.

10) Spills

- a) Report immediately any spills causing damage to environment to the Spills Action Centre, Telephone 1-800-268-6060.
- b) Submit procedures for interception, rapid clean up and disposal of spillages that may occur, for Engineer's review, prior to commencing work.
- c) Be prepared at all times to intercept, clean up and dispose of any spillage that may occur whether on land or water.
- d) Keep all materials required for clean-up of spillages readily accessible on site.

11) Disposal

- a) Do not empty fuel, lubricants, or pesticides into sewers or watercourses.
- b) Dispose of all construction debris in an approved location.

12) Erosion Control Measures

- a) Removal of vegetation from sloped approaches to watercourses to be kept to a minimum.
- b) Excavate and stabilize temporary channel beds prior to any diversion of flow.
- c) Compact, stabilize and rip-rap banks and river beds that have been disturbed or damaged during construction.
- d) Provide splash pads where water is discharged into watercourses.
- e) Removal of vegetation from slopes to be kept to a minimum.

13) Workplace Hazardous Material Information System (WHMIS)

- a) Reporting
Prior to the commencement of work, the Contractor shall provide, to the Engineer, a list of those products controlled under WHMIS which he expects to use on the contract.

Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labelled.

The Contractor shall notify the Engineer of changes to the list in writing and provide relevant Material Safety Data Sheets.

32.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). For further information, visit:

<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ComplyingStandards/toolsToHelpYouComply.aspx>

The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor in consultation with the Site Authority shall submit to the Municipality, as required from time to time, documentation with a record of the dates on which training was completed.

The Municipality of Powassan reserves the right to require the contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

33.0 TENDER ITEMS

33.01 ITEMS B.1.ii, D.1.i, D.1.ii - GRANULAR MATERIALS

The unit prices tendered for these items shall include the following:

- i) Placement of granular material to the depths and grades required match specified depths.
- ii) All testing for granular materials.
- iii) 'A' gravel used outside of pay limits indicated shall be included in other items as listed in the form of tender.
- iv) Granular 'A' shall be conforming of OPSS 1010 and compacted to a minimum of 95-98% S.P.D. depending on compaction location as per field compaction acceptance form.

The pay limits for this item are as follows:

- a) At the proposed back of curb and/or proposed edge of pavement (where there is no curb or sidewalk on side streets), and/or
 - b) To the limits of paving on side streets as detailed as directed by the Engineer.
- v) **DUST CONTROL:**
The cost for the supply and application of water and calcium chloride for compaction and/or dust control shall be included in the unit prices bid for the granular items in this contract and applied as directed by the Engineer.
- vi) **GRANULARS "A" AND "B" BASE COURSES:**

For the unit price bid for this item, the Contractor shall supply all equipment, labour and material necessary to supply and place crushed quarry stone OPSS Granular "A" or "B" Type II (quarry) compacted to 95-98% standard proctor density. The depth of granular placed shall be as specified in the schedule of prices or in the case of OPSS Granular "B" Type II as directed by the Engineer.

- vii) GRANULAR "A" AND "B" LIFT THICKNESS:
All materials, with the exception of Granular "B" Type II, shall be placed in uniform layers such that each layer shall have a depth of not more than 300mm after compaction.

Granular B Type II shall be placed in uniform layers with a compacted depth not to exceed the values allowed in Table 40.03.vii.1 for various sizes of single drum, vibratory, smooth wheel drum rollers. Both the minimum operating mass and the minimum dynamic force requirement shall be met for the roller used. One hundred percent roller pass coverage with a minimum number of four passes shall be provided. Each roller shall overlap the coverage of the preceding pass by a minimum of 0.5m.

Table 40.03.vii.1: Modified Layer Compaction Thickness for Granular B Type II

Minimum Operating Mass (Kilograms)	Minimum Operating Dynamic Force (Kilonewtons)	Maximum Layer Depth after Compaction (mm)
5000	75	300
8000	150	450
12000	250	600
15000	350	750

Note: Granular 'A' has not been included in the urban frost treatment as all granular 'A' will be excavated and replaced throughout the entire urban section of roadway.

33.02 ITEM A.5– TRAFFIC CONTROL AND SIGNAGE

This Lump Sum price tendered for this item shall include the following:

- i) Notification of all emergency agencies (ambulance, fire, police) during restricted vehicular use on any of the roads during construction
- ii) A plan, for approval, or proposed detour locations, signing, and corresponding construction activity being completed during each detour.
- iii) Installing signs for any detours during the construction of this project shall conform to the "Manual of Uniform Traffic Control".
- iv) Access to all commercial businesses and residents shall be maintained at all times. Use of large barrels (TC-54's) to delineate traveling areas is required.
- v) The Contractor will be responsible for the removal of all signs upon completion of the contract.

- vi) Provide large solar powered (with battery backup) traffic arrows (TC-12 as per Book 7) delineating traffic direction at both ends of the construction, at each side road closure and at any time the road has been reduced to one lane of traffic.
- vii) All other requirements of OPSS 543

33.03 ITEM B.2 - DITCHING & ITEM B.3- SUPPLY AND INSTALLATION OF DRIVEWAY CULVERTS

- (a) The Contractor shall excavate ditches based on the “Plan and Profile” page, and shall conform to the grade elevations specified on profiles. Payment for this item will be under item# B.5 “Ditching” and will be for the total length measured in meters. Installation of driveway culverts shall also conform to the elevations and stations specified on the “Plan and Profile” pages of the contract drawings, and shall be paid per meter under items B.3. Driveway culverts shall have a minimum of 150mm of granular bedding with 300mm of granular cover (as per Class B bedding), and shall be included in the culvert installation unit cost. Rip Rap shall be installed around the inlet and outlet of the culvert, to prevent the erosion of the driveway sideslopes. Driveway culvert lengths and stations have been attached in the Appendix.
- (d) The cost of hauling excess excavated material off-site, including unsuitable materials and removed culverts, SHALL BE INCLUDED in the unit price bid.

33.04 ITEM B.1 - SUBDRAINS

The unit price for subdrains shall include all costs to supply and place in accordance with the governing municipality standards, perforated polyethylene 150mm diameter pipe complete with filter sock in accordance with OPSS 405 to be installed to grade as shown on the Contract drawings. The subdrain shall drain into the South River, at each end of sheet pile wall. Subdrain trenches shall be wrapped in filter cloth with a minimum of 0.6m overlaps. Subdrains will be surrounded by 19mm clear stone as per OPSS 405.

Subdrain trenches shall be dug with a 0.3m wide excavator bucket to a depth specified in the contract drawings, and shall be backfilled with granular ‘B’ type II.

33.05 ITEM A.5 - TEMPORARY TRAFFIC CONTROL

The contractor shall submit to the engineer their traffic control plan at least 5 business days prior to excavating frost treatments, or reconstructing urban section of roadway. All temporary traffic control shall conform to traffic manual 7-temporary conditions. If the contractor chooses to open an excavation cut that cannot be completed during regular working hours, the contractor shall provide sufficient traffic control at the excavation cut until such time that it is backfilled. The Contractor will absorb the expense of any and all such excavations, unless agreed upon otherwise by the owner or engineer.

33.06 ITEM D.3– PRIVATE ENTRANCES

The contractor shall place granular ‘A’ on all specified driveways so that they match the new road elevation. The contractor shall not exceed a slope of 8% for entrances, as per OPSD-351.010.

33.07 ITEM A.3– EROSION AND SEDIMENTATION

The contractor shall supply and install silt fencing along the Maple Hill Road where the road is adjacent to the South River, to ensure that the erosion of newly placed granular materials do not enter the South River. The Contractor shall also install silt fencing as needed within 30 meter of any stream. The contractor shall also supply and install straw bale flow check in ditched where ditching activities are conducted.

During the installation of sheet piles, the contractor shall isolate the area where sheet piles are being installed via a turbidity curtain, to prevent sediments from entering the South River. The turbidity curtain must remain in place until sediments dissipate.

33.08 ITEM D.4– SUPPLY AND INSTALL GUIDERAIL

Two guide rail options have been listed as provisional items in this tender. If budgetary constraints allow, the owner will select one (1) of these options to proceed with.

33.09 ITEM D.2– BANK PROTECTION

The Municipality shall supply the contractor with the steel sheet pile materials. The contractor will coordinate with the engineer for the scheduled installation of sheet pile materials. The contractor will not be able to claim loss of profit due to delays in the sheet pile delivery.

The length of the sheet piles ranges from 10 to 12 meters in length. The contractor will be responsible for supplying all tools and labour necessary to install these sheet piles. Sheet piles must be installed level. Bore holes, and augur probes were conducted to ensure that bedrock refusal was not met in the sheet pile depth.

37.10 ITEM A.1, A.2, A.3 – OTHER CONTRACT REQUIREMENTS

The lump sum prices tendered for this item shall include all costs of labour, equipment and materials to complete the following:

- i) Mobilization
- ii) Demobilization
- iii) Bonding
- iv) Approvals
- v) Permits
- vi) Miscellaneous Contract Administration

DIVISION "G"

APPENDIX

Table 1.1: Culvert Summary

Culvert Number	Length	Diameter	Station		Material		Treatment
			Start	End	Old	New	
1	17.5m	2000mm	7+264	7+266.5	CSP	CSP	RE & RE
2	11.5m	450mm	7+332.5	7+333.5	CSP		Remove
3	15.5m	450mm	7+414.5	7+430	CSP	CSP	RE & RE
4	10.5m	450mm	8+756	8+767	CSP	CSP	RE & RE
5	16m	450mm	9+107.5	9+109	CSP	CSP	RE & RE
Total	71m						