



SCARCLIFFE ROAD AND MARQUIS LANE RECONSTRUCTION

Township of Muskoka Lakes

Tender Document

T-2024-23

Tender Closing

June 19, 2024
2:00 PM

Tender Questions

June 12, 2024
2:00 PM

LATE TENDERS WILL NOT BE ACCEPTED

File:

221563-1

Date:

May 29, 2024

Prepared by:

Tatham Engineering Limited

8 Barron Drive
Bracebridge, Ontario P1L 0H3

T 705-645-7756
E tenders@tathameng.com
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Prepared for:

The Township of Muskoka Lakes

1 Bailey Street
Port Carling, Ontario P0B 1J0

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1 Instructions to Bidders

To be read in conjunction with the Ontario Provincial Standard General Conditions of Contract, Metric OPSS.MUNI 100, November 2019.

1.1 DEFINITIONS

Bidder	a person or entity that is submitting a Tender in response to the Tender process
Closing Date and Time	has the meaning ascribed thereto in Section 1.12: Tender Closing
Contract	an agreement to be signed between the Owner and a successful Bidder pursuant to this Tender process
Contract Administrator	Tatham Engineering Limited or any other person or entity as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity
Contract Documents	the documents listed in Section 10: Schedule of Drawings, Specifications, Standards & Conditions of Contract
Contractor	the successful Bidder pursuant to this Tender process that has executed a Contract
Consulting Engineer	Tatham Engineering Limited or any other engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity
Engineer	Tatham Engineering Limited or any other engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity
OPS	the Ontario Provincial Standards
Owner	the Owner as described in Section 6 of the Agreement
Point of Tender Delivery	the location identified in Section 1.10: Tender Submission and Section 1.12: Tender Closing
Project	the Work generally described in Section 1.3: Scope of Work and in the Contract Documents listed in Section 0
Proper Invoice	an invoice submitted by the Contractor to the Owner and the Contract Administrator in accordance with the Construction Act in the format described in Section 11.3.11
Start Work Order	the document in writing, referred to in the Tender Form that is issued by the Owner and that authorizes the Contractor to begin the work
Tender	the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a Bidder in response to this Tender process
Tender Documents	the documents listed in Section 1.10: Tender Submission
Work	the Work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section 1.3: Scope of Work

1.2 LOCATION OF WORK

The location of the work is as follows:

- Scarcliffe Road and Marquis Lane
- Township of Muskoka Lakes

1.3 SCOPE OF WORK

The general scope of work is as follows:

- Reconstruction of Scarcliffe Road and Marquis Lane
- Pulverization of existing road surface
- Existing culvert removal and replacement
- Existing ditch cleanout
- New culvert installation
- New ditches in both earth and rock
- Rock blasting and removal
- Double surface treatment and hot mix paving

1.4 OFFICE OF THE CONSULTING ENGINEER

The office of the Consulting Engineer is as follows:

Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0H3

705-645-7756
tenders@tathameng.com

1.5 PROJECT MANAGER

The Project Manager is as follows:

Ryan Mannings

705-645-7756 ext 2051
rmannings@tathameng.com

1.6 TENDER DOCUMENTS & DRAWINGS

Tender Documents and Drawings are posted on the Township website and available to download free of charge. There will be no consideration of any claim after submission of Tenders that there is a misunderstanding with respect to the conditions imposed by the Contract.

There will be no consideration of any claim after submission of Tenders that there is a misunderstanding with respect to the conditions imposed by the Contract.

Each Bidder must satisfy themselves, by their own study of the Drawings and Contract Documents, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the Work, as to the practicability of completing the Work successfully within the stipulated time.

The Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), and the standard drawings and specifications of the municipality having jurisdiction over the work shall govern the work under this Contract except as otherwise noted. All bidders on this tender shall obtain their own current copies of these Standard Specifications and Drawings.

1.7 BIDDER REGISTRATION

There is no Bidder registration. Document takers are not tracked and it is the responsibility of the bidder to check for addenda on the Township website (muskokalakes.ca).

1.8 BIDDER EXAMINATION

The Bidder shall visit the site of the Work and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, working area, storage areas, local features, including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the Work.

The Bidder shall examine all Contract Documents, Specifications, Drawings and Reports to ensure that the scope of Work and the conditions of the Contract are clear.

A Geotechnical Report is NOT available for this site.

A Hydrogeological Assessment is NOT available for this site.

The Bidder should carry out such further investigations as in their opinion are necessary to inform them of the subsurface conditions, which will be encountered during construction of the works with the approval of the Owner(s) of said lands. The arrangements for such investigations should be made with the Contract Administrator, the Owner and any other appropriate authorities.

1.9 TENDER CORRESPONDENCE & QUESTIONS

All correspondence shall be directed to the Owner. Emails shall reference the tender number in the subject line of the email.

Tim Sopkowe, Manager of Public Works

tsopkowe@muskokalakes.ca

Bidders may submit questions regarding the tender up to the Time Limit for Questions, which is:

June 12, 2024

2:00 PM

Questions are to be submitted via mail or email to the Owner at the Township of Muskoka Lakes. Bidders shall be responsible to ensure proper receipt of questions.

Where the Consulting Engineer deems that an explanation or interpretation is necessary or desirable, an Addendum will be posted on the Township website (www.muskokalakes.ca) for viewing and shall be located in the same area of the webpage that the tender documents are downloaded from.

The Township will not notify Tenderers of addenda and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addenda prior to submitting their bid.

The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section 12 of the Tender.

The deadline for the posting of addenda is no later than three (3) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum. No oral explanation or interpretation provided by the Consulting Engineer or any other person during the tender period shall modify any of the requirements or provisions of the Tender Documents.

1.10 TENDER SUBMISSION

Bidders shall submit the following forms complete in all respects:

- Tender Form Section 2
- Schedule of Items & Prices Section 0
- List of Subcontractors & Suppliers Section 4
- Bidder’s Ability & Experience Form Section 5
- Agreement to Bond Section 7
- All Addenda issued during the Tender Process duly signed
- Tender Security as specified herein

Each Tender must be fully legible, signed, sealed and witnessed in the spaces provided, with the signature of a responsible officer of the Bidder.

All Sections of the Tender Documents must be completed in ink, with all of the blank spaces completed. All items shall be tendered according to instructions in the Tender Documents, with entries made for unit price, lump sums, extensions and totals as appropriate.

Bidders may submit the entire document if they so desire.

Tenders are to be sealed in an envelope bearing the contract number and name of the bidder.

Tenders WILL NOT be accepted via email.

Tenders shall be submitted to The Township of Muskoka Lakes Municipal Office:

**The Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, Ontario P0B 1J0**

1.11 TENDER SECURITY

A Tender Security document is required to accompany the tender in the amount of:

Ten percent (10%) of the Total Tender Price

The Tender Security is to be made payable to the Owner (in favour of "The Corporation of the Township of Muskoka Lakes) and can be issued in one, or a combination, of the following:

1. certified cheque;
2. irrevocable letter of credit; or
3. bid bond (CCDC 220 - 2002).

The Bidder agrees that, if they should withdraw their Tender or fail for any reason to execute the agreement or provide the required bonds or other documents required, the Owner may retain the Tender Security for the use of the Owner and may accept any other Tender, advertise for new Tenders, or not accept any Tender as the Owner deems advisable.

The Tender Securities for the 3 low bidders shall be retained until the expiration of the tender period of validity or a contract is executed, whichever is shorter.

The Owner shall not pay interest on Tender Security.

The Owner shall return the Tender Security of all other Tenderers within five (5) Business Days of Tender opening.

1.12 TENDER CLOSING

Tenders will be received at the office of the Owner up to the Closing Date and Time noted below. Each Tender will be marked with the time and date it is received.

June 19, 2024

2:00 PM

The Bidder is responsible to confirm receipt of the tender package prior to the closing of tenders. Tenders received after the Official Closing Date and Time, regardless of manner of

delivery, shall not be considered. The manner of delivery of any Tender shall be at the risk of the Bidder.

The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time.

Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.

1.13 TENDER OPENING

Tenders will be opened publicly immediately following the closing of Tenders.

1.14 TENDER AMENDMENT OR WITHDRAWAL

A Bidder who has already submitted a tender may submit a further tender at any time up to the official Closing Date and Time of tenders. The last tender received shall supersede and invalidate all tenders previously submitted by that Bidder for this Contract.

A Bidder may withdraw their tender at any time up to the official closing Date and Time by submitting a letter bearing their signature and seal as in their tender to:

**Tim Sopkowe, Manager of Public Works
The Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, Ontario P0B 1J0**

Or by email to:

Tim Sopkowe, Manager of Public Works tsopkowe@muskokalakes.ca

1.15 INFORMAL TENDERS

Tenders that are incomplete, conditional, illegible or obscure or that contained additions not called for, reservations, erasures, alteration or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks. Wherever in a Tender that an item's total tendered amount does not agree with the extension of estimated quantity and the tendered unit price, the unit price shall govern and the total tender price shall be corrected accordingly. Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected at the Owner's sole discretion.

1.16 DISQUALIFICATION OF TENDERS

Tenders will not be opened and are disqualified if:

- received after the closing time and date of tenders.

Tenders may be declared invalid and disqualified if presented as follows:

- with blank spaces missing required information;
- with additions uncalled for;
- unbalanced;
- conditional;
- qualified;
- irregular;
- without the tender security in the prescribed form;
- unsigned and unsealed;
- illegible;
- obscure; or
- completed in pencil.

1.17 RIGHT TO ACCEPT OR REJECT

The Owner intends to award a contract to the Bidder who submits the lowest acceptable bid (in accordance with the Township Procurement Policy By-law 2004-161, as amended) by Total Tender Price. Upon formal notification of award, the Bidder shall thereafter be known as the Contractor.

Contract award will be by written notification from the Owner to the successful Bidder, if any. The Bidder acknowledges that the Owner shall have the right to reject any, or all Tenders for any reason, or to accept any Tender which the Owner in its sole discretion deems most advantageous to itself. The lowest or any Tender shall not necessarily be accepted.

1.17.1 Consideration for Award

Consideration for award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all requirements of the Tender.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

1. accept a Tender which is not the lowest Tender submission, or reject a Tender that is the lowest Tender even if it is the only Tender received;
2. cancel this Call for Tenders at any time, either before or after the Closing Date and Time;
3. accept the Tender deemed most favourable to the interest of the Owner or that may provide the greatest value, advantage and benefit to the Owner based upon and not limited to:

- i. price
 - ii. ability
 - iii. quality of work
 - iv. service
 - v. past experience
 - vi. past performance
 - vii. qualification
4. accept or reject any and all Tenders whether in whole or in part;
 5. with the exception of disqualified Tenders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defect of deficiencies in any Tender Form or Tender submission;
 6. award any part of any Tender;
 7. accept or reject any unbalanced, irregular, or informal Tenders; or
 8. reject any Bidder who is involved in litigation with the Owner.

1.17.2 Evaluation of Tenders

The Owner reserves the right to consider, during the evaluation of tenders:

1. information provided in the Tender itself;
2. information provided in response to enquiries of credit, experience and industry references set out in the Tender;
3. information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
4. the manner in which the Bidder provides services to others;
5. the experience and qualification of the Bidder's senior management, and project management; and
6. the compliance of the Bidder with the Owner's requirements and specifications.

The Bidder acknowledges that the Owner may rely upon these and any other criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Bidder. By submitting a Tender, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its

Engineer, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

1.18 MATERIAL INCORPORATED INTO THE WORK

All material incorporated into the work and necessary for the proper completion of the work including testing and certification shall be supplied by the Contractor unless otherwise noted.

All material supplied by the Contractor shall be new. In no case is material to be remanufactured, factory reconditioned, or recycled from the site unless specifically approved and tested by the Engineer.

1.19 CONTRACT

The party to whom the Contract is awarded will be required to execute the Agreement contained herein in triplicate (refer to Section 6) and to furnish a certified copy of a satisfactory insurance policy within 7 days not including Sunday or a legal holiday, after notification (by mail or email) by the Owner to them at their business address stated in their Tender, of the award of the Contract to them. Should the said party fail to execute this Agreement within the time stipulated above, the Tender Security accompanying their Tender (if applicable) shall be forfeited to the Owner.

1.20 BONDS

The Successful Bidder shall be required to furnish Bonds for 'Performance' and 'Labour & Materials' each equal to 100% of the Tender Price, including the Contingency Allowance and HST, with a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario. The bidder shall include with their tender an original, completed Agreement to Bond in the form provided (refer to Section 7) executed under seal by the Surety Company from which the Successful Bidder proposes to obtain the required bonds.

1.21 INSURANCE

The Successful Bidder shall be required to provide a certified copy of an insurance policy covering the types of insurance required under the OPS General Conditions of Contract November 2019. As a minimum the Contractor shall provide general liability insurance per GC 6.03.02 and automobile liability insurance per GC 6.03.03.

The minimum amount shall be \$5,000,000 exclusive of interest and cost.

Where aircraft are used the Contractor shall supply aircraft liability insurance per GC 6.03.04.01. Where watercraft are used the Contractor shall supply watercraft insurance per

GC 6.03.04.02. Where buildings are erected the Contractor shall supply all risks property insurance per GC 6.03.05.01. Where pressure vessels are installed the Contractor shall supply boiler insurance per GC 6.03.05.02.

General liability insurance shall list as additional insured to the Contractor, the Owner, Tatham Engineering Limited, the Owner's Geotechnical Consultant, the Owner's agents, the Contract Administrator, the Municipality and their agents in the same manner and to the same extent as if a separate policy had been issued for each.

In addition to the above requirements, if blasting operations are used in the Contract, the Contractor shall take out and keep in force an insurance policy providing coverage for blasting operations to the same limits as set out in the OPS General Conditions of Contract including coverage, as indicated above.

1.22 WORKPLACE SAFETY & INSURANCE BOARD CLEARANCE

The Successful Bidder shall supply a Certificate from the Workplace Safety and Insurance Board indicating that they are in good standing with the Board prior to the start of construction, with each request for payment, and at any other time when requested by the Contract Administrator.

1.23 STARTING DATE

No work shall begin until the Contract Administrator has issued a Start Work Order. The Start Work Order will be issued once the Contractor has provided all forms, permits, plans, schedules, insurance forms etc. to the satisfaction of the Contract Administrator and all permits and approvals for the work are in place.

1.24 SUCCESSFUL BIDDER - CONTRACTOR'S RESPONSIBILITIES SIGN-OFF FORM

The successful Bidder shall provide the Owner a completed and signed *Contractor's Responsibilities Sign-Off Form* as per the Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B. A copy of the policy is available during bidding upon request to the Township contact identified in Section 1.9. The policy shall be provided to the successful Bidder upon notification of award.

1.25 SUCCESSFUL BIDDER - VENDOR PERFORMANCE MANAGEMENT NOTICE

The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township

police HS-007-POL, “Contractor Activities and Control Policy” and Township Procurement Policy By-law 2004-161, as amended.

1.26 PROGRESS & COMPLETION

The Bidder’s attention is drawn to the Substantial Performance and Contract Completion dates stipulated in the Tender Form (Section 2), with due consideration to the Liquidated Damages Clause in General Conditions Supplementary Section 11.3.18. The Contractor shall be required to submit a detailed Schedule of Work as set out in the Special Provisions prior to starting work.

The Contractor shall advertise the Certificate of Substantial Performance in the Daily Commercial News (DCN) and shall pay all related costs. The Contractor shall be responsible to provide proof of publication prior to release of holdback.

1.27 FORCE MAJEURE EVENT

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include:

- natural disasters;
- acts of war;
- pandemics;
- acts of God;
- strikes;
- labour disputes;
- severe weather disruption;
- riots;
- insurrection and terrorism; or
- other declared emergencies.

If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. The party declaring a force majeure event shall put forward reasonable efforts to render performance in a timely manner. If the anticipated or actual delay or non-performance exceeds thirty (30) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.28 TESTING & CERTIFICATION

All works constructed shall be subjected to testing, inspection and recording of their location. The Contractor shall test the works and/or make the works available for testing. The Contractor shall make the works available for inspection by the Contract Administrator.

The Contract Administrator shall certify the work unless specified elements of the work require specific design and certification by the supplier. Where specific certification is required this shall be included in the cost of the element.

The Contractor shall perform all testing of inground works for certification and repeat until all work is successfully tested.

1.29 AS-BUILT INFORMATION

The Contractor shall reasonably assist the Contract Administrator with gathering field information as a check for compliance with the design. The Contractor shall be responsible to gather detailed as-built information and communicate any variances from the design immediately to the Contract Administrator. The Contractor's as-built information shall be provided to the Contract Administrator in digital (ACAD) format. The Contract Administrator's check of compliance with design shall not relieve the Contractor from the responsibility to construct the works according to the "Approved For Construction" drawings and specifications.

The Contractor shall deliver a full and complete set of "as-built" drawings to the Contract Administrator within the period of time between the publication of the Certificate of Substantial Performance and the release of the Statutory Holdback.

Failure to provide a complete "As-Built" Drawing submission will result in the Township retaining an Owner's set-off (as provided for in the General Conditions) equal to \$5,000 until such time as the complete "as-built" drawing submission is received.

1.30 TAXES

The Tendered unit and lump sum prices submitted by the Bidder shall EXCLUDE the Federal Harmonized Sales Tax (HST). Payment of the HST shall be added to the monthly proper invoice. Payment of the HST shall be contingent upon the submission of the Contractor's HST Registration Number.

1.31 FAIR WAGES

The Bidder's attention is drawn to the Fair Wages and Labour and Conditions applicable to this Contract as outlined in the General Conditions Supplementary.

1.32 OCCUPATIONAL HEALTH & SAFETY ACT

The Contractor by executing the Contract, unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of "Constructor" with respect to the Work.

1.33 CONSTRUCTION ACT

The Contract shall be administered in full compliance with the Construction Act. In any instances where any part of the Tender and/or Contract Documents are not in agreement with the Construction Act, the Construction Act shall govern.

1.34 ACCESSIBILITY

Contractors shall be compliant with the "Accessible Customer Service Standard", Ontario Regulation 429/07 made under the "Accessibility for Ontarians with Disabilities Act" (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

1.35 ROAD OCCUPANCY PERMITS

Prior to any work being undertaken, the Contractor shall obtain and pay for road occupancy permits from the appropriate municipality or regional authority. The permits obtained shall be taken out in the name of the Contractor.

1.36 TEST HOLES

Test holes WILL NOT be excavated by the Owner during the tender period.

1.37 PERMIT TO TAKE WATER

Not Applicable.

1.38 FREEDOM OF INFORMATION & PRIVACY

All bids submitted to the Owner being a Municipality become the property of the Owner and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act.

2

TENDER FORM

2 Tender Form

To: The Township of Muskoka Lakes
 1 Bailey Street
 Port Carling, Ontario P0B 1J0

Att: Tim Sopkowe, Manager of Public Works

The undersigned has carefully examined the Instructions to Bidders, Tender Form, Schedule of Items and Prices, General Conditions, General Conditions Supplementary, Drawings, Specifications, Special Provisions and Addenda for this Contract and acknowledges the same to be part of the Contract. Further, the undersigned has visited the site and studied all conditions therein which affect the Work and is fully informed as to the nature of the Work and the conditions relating to its performance.

The undersigned hereby proposes to furnish all plant, labour, and materials including in every case, freight, duty, exchange and sales tax in effect (excluding HST), except as otherwise specified and to complete the Work in strict accordance with the requirements of the Contract at the unit prices named in the Schedule of Items and Prices for the sum of:

in
 words

in
 numbers \$

The undersigned agrees to the following:

1. To execute the Agreement in triplicate and to furnish in triplicate to the Owner, the required certified copy of the Insurance Policy required under the Contract, construction schedule and, if required by the Owner, the Bonds as described in the Instructions to Bidders within 7 days, not including Sunday or a legal holiday, from the date of mailing or emailing of the notice of acceptance of this Tender by the Owner to the address stated hereunder.
2. This offer is to continue open to acceptance until the Contract is executed by the Successful Bidder or for a period of 60 days commencing from the Closing Date and Time of Tenders, whichever event first occurs and that the Owner may, at any time within that period, accept this Tender whether any other Tender has been previously accepted or not.
3. The Owner may reject any or all Tenders without explanation.
4. The Bidder shall have no claim against or entitlement to damages from the Owner by reason of the Owner rejecting its Tender or all tenders or by reason of any delay in acceptance of a Tender.
5. If requested in writing by the Owner, the undersigned will enter into a Contract with the Owner based upon his Tender but jointly in the names of the Bidder and the Bidder's parent company, if any. The Bidder further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counter-offer by the Owner.
6. This Tender is subject to a formal contract being prepared and executed by both parties.
7. No person, firm or corporation other than the Bidder has any interest in this Tender or in the proposed Contract for which this Tender is made.
8. This Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.
9. The Work will be commenced within 5 days of the issuance of a Start Work Order. A Start Work Order will be subject to receiving all approvals. It is expected that all approvals will be in place to issue the Start Work Order on:

July 18, 2024

10. The Contract shall be Substantially Performed within the noted period following the Start Work Order or by the date noted below:

September 30, 2024

11. The Contract shall be Completed within the noted period following the Start Work Order or by the date noted below:

October 11, 2024

12. That the Tender documents submitted by the Bidder comprise the following:

		initial
▪ Tender Form	Section 2	_____
▪ Schedule of Items & Prices	Section 0	_____
▪ List of Subcontractors & Suppliers	Section 4	_____
▪ Bidder's Ability and Experience Forms	Section 5	_____
▪ Agreement to Bond	Section 7	_____
▪ Addenda ___ through ___		_____
▪ Tender Security		_____

13. That the Bidder is not entitled to payment for provisional items and/or contingency allowance items except for additional work carried out by him in accordance with the Contract and approved by the Contract Administrator and Owner and then only to the extent of such additional work.

The Bidder solemnly declares that the several matters stated in the foregoing Tender are in all respects true.

Authorized Officer: _____
print name _____
title

_____ _____
signature date

Witness _____
print name _____
title

_____ _____
signature date

Company Seal:

This Tender is submitted by:

Company Name:

Address:

Telephone:

Email:

HST Registration:

Name & Title:

Signature of Bidder:

Date:

Company Seal:

3

SCHEDULE OF ITEMS AND PRICES

Scarcliffe Road and Marquis Lane Reconstruction

SCHEDULE OF ITEMS AND PRICES

Owner: Township of Muskoka Lakes

Contract: T-2024-23

Item	Description	Spec	Unit	Qty	Unit Price	Item Price
1.0 Rehabilitation-Scarcliffe Road						
1.01	Mobilization and Demobilization	SP 2	LS	-	-	
1.02	Traffic Control	SP 3	LS	-	-	
1.03	Pre-Construction Survey	SP 4	LS	-	-	
1.04	Environmental Protections	SP 5	LS	-	-	
1.05	Third-Party Geotechnical Testing	SP 6	Allow	-	-	\$ 10,000.00
1.06	Clearing and Grubbing	SP 7	m ²	350		
1.07	Topsoil Stripping	SP 8	m ²	350		
1.08	Pulverize Existing Surface	SP 9	m ²	6,700		
1.09	Rock Excavation	SP 10	m ³	150		
1.10	Earth Excavation	SP 11	m ³	300		
1.11	300mm dia. Culverts	SP 12	m	17		
1.12	375mm dia. Culverts	SP 12	m	60		
1.13	450mm dia. Culverts	SP 12	m	13		
1.14	Ditching (Earth)	SP 13	m	300		
1.15	Ditching (Rock)	SP 10	m ³	550		
1.16	Ditching (Cleanout Existing)	SP 13	m	1,000		
1.17	Granular B Type II (300 mm)	SP 14	t	600		
1.18	Granular A (150 mm)	SP 15	t	2,700		
1.19	Double Surface Treatment	SP 16	m ²	5,600		
1.20	50mm Hot Mix Asphalt (HL-4)	SP 17	t	150		
1.21	Asphalt Gutter	SP 18	m	65		
1.22	Asphalt Gutter Outlet	SP 19	ea	1		

Item	Description	Spec	Unit	Qty	Unit Price	Item Price
1.23	Driveway Restoration - Gravel Driveway	SP 20	ea	9		
1.24	Driveway Restoration - Asphalt Driveway	SP 21	ea	3		
1.25	Extra/Over to Dispose of Material Unsuitable for Disposal at a Table 1, 2/2.1 RPI Site but Suitable for Disposal at a Table 2.1 ICC or Table 3.1 ICC/RPI Site (PROVISIONAL)	SP 22	tonne	200		
1.26	Extra/Over to Dispose of Material Unsuitable for Disposal at a Table 2.1 ICC, 3.1 RPI or 3.1 ICC Site. (PROVISIONAL)	SP 22	tonne	100		
Subtotal Rehabilitation-Scarcliffe Road						
2.0 Rehabilitation-Marquis Lane						
2.01	Mobilization and Demobilization	SP 2	LS	-	-	
2.02	Traffic Control	SP 3	LS	-	-	
2.03	Pre-Construction Survey	SP 4	LS	-	-	
2.04	Environmental Protections	SP 5	LS	-	-	
2.05	Third-Party Geotechnical Testing	SP 6	Allow	-	-	\$ 5,000.00
2.06	Clearing and Grubbing	SP 7	m ²	50		
2.07	Topsoil Stripping	SP 8	m ²	50		
2.08	Pulverize Existing Surface Treatment	SP 9	m ²	1,200		
2.09	Earth Excavation	SP 11	m ³	300		
2.10	375mm dia. Culverts	SP 12	m	26		
2.11	Ditching (New Rock)	SP 10	m ³	300		
2.12	Ditching (Cleanout Existing Ditches)	SP 13	m	150		
2.13	Granular B, Type II (300 mm depth)	SP 14	t	60		
2.14	Granular A (150 mm)	SP 15	t	600		
2.15	Double Surface Treatment	SP 16	m ²	1,200		
2.16	Driveway Restoration - Gravel Driveway	SP 20	ea	1		
2.17	Driveway Restoration - Asphalt Driveway	SP 21	ea	2		
2.18	Extra/Over to Dispose of Material Unsuitable for Disposal at a Table 1, 2/2.1 RPI Site but Suitable for Disposal at a Table 2.1 ICC or Table 3.1 ICC/RPI Site (PROVISIONAL)	SP 22	tonne	200		
2.19	Extra/Over to Dispose of Material Unsuitable for Disposal at a Table 2.1 ICC, 3.1 RPI or 3.1 ICC Site. (PROVISIONAL)	SP 22	tonne	100		
Subtotal Rehabilitation-Marquis Lane						

Item	Description	Spec	Unit	Qty	Unit Price	Item Price
3.0 Reconstruction-Scarcliffe Road (Sta. 3+600 to Sta. 3+990) (PROVISIONAL)						
3.01	Mobilization and Demobilization	SP 2	LS	-	-	
3.02	Traffic Control	SP 3	LS	-	-	
3.03	Pre-Construction Survey	SP 4	LS	-	-	
3.04	Environmental Protections	SP 5	LS	-	-	
3.05	Third-Party Geotechnical Testing	SP 6	Allow	-	-	\$ 5,000.00
3.06	Clearing and Grubbing	SP 7	m ²	2,000		
3.07	Topsoil Stripping	SP 8	m ²	2,000		
3.08	Rock Excavation & Grading	SP 10	m ³	1,150		
3.09	Earth Excavation & Grading	SP 11	m ³	130		
3.10	Granular B, Type II (150 mm depth)	SP 15	t	1,350		
3.11	Granular B, Type II (Supplemental Rock Fill)	SP 15	t	200		
3.12	Extra/Over to Dispose of Material Unsuitable for Disposal at a Table 1, 2/2.1 RPI Site but Suitable for Disposal at a Table 2.1 ICC or Table 3.1 ICC/RPI Site (PROVISIONAL)	SP 22	tonne	50		
3.13	Extra/Over to Dispose of Material Unsuitable for Disposal at a Table 2.1 ICC, 3.1 RPI or 3.1 ICC Site. (PROVISIONAL)	SP 22	tonne	20		
Subtotal Reconstruction-Scarcliffe Road (Sta. 3+600 to Sta. 3+990) (PROVISIONAL)						
4.0 Contingency Allowance						\$ 130,000.00
Subtotal Standard Items		Items	1 to 3			
Subtotal Contingency		Item	4		\$ 130,000.00	
TOTAL		Items	1 to 4			

4

LIST OF SUBCONTRACTORS & SUPPLIERS

5

BIDDER'S ABILITY & EXPERIENCE

5 Bidder's Ability & Experience

5.1 PROJECT EXPERIENCE

The Bidder shall provide information on 4 contracts in this class of work that have been undertaken over the past 3 years.

Project 1 _____ Year _____

Project Tender Value _____

Description of Work _____

Project Owner _____

Project Manager _____ Tel _____

Contract Completion Date (as per contract) _____

Substantial _____

Performance Date _____

Additional Comments (optional) _____

Project 2 _____ Year _____

Project Tender Value _____

Description of Work _____

Project Owner _____

Project Manager _____ Tel _____

Contract Completion Date (as per contract) _____

Substantial _____

Performance Date _____

Additional Comments (optional) _____

Project 3

Year

Project Tender Value

Description of Work

Project Owner

Project Manager

Tel

Contract Completion Date (as per contract)

Substantial

Performance Date

Additional Comments (optional)

Project 4

Year

Project Tender Value

Description of Work

Project Owner

Project Manager

Tel

Contract Completion Date (as per contract)

Substantial

Performance Date

Additional Comments (optional)

Reference Release: Authorization is hereby provided to the Consulting Engineer to contact the person or organizations listed above for the purpose of obtaining reference information relating to the Contractor and Subcontractor. These persons are authorized to disclose such information.

Name of Bidder

Signature of Bidder:

Date:

5.2 QUALIFICATIONS OF SENIOR SUPERVISORY STAFF

Senior Supervisory Staff as listed below cannot be changed without prior written approval of the Contract Administrator.

Name & Title _____
Qualifications _____
& Experience _____

Name & Title _____
Qualifications _____
& Experience _____

Name & Title _____
Qualifications _____
& Experience _____

Name & Title _____
Qualifications _____
& Experience _____

5.3 PROPOSED CONSTRUCTION EQUIPMENT FOR THIS CONTRACT

Equipment
Available

Equipment
to be
Rented

Equipment
to be
Purchased

6 AGREEMENT

6 Agreement

This Agreement made in triplicate on _____ by and between:

Contractor: _____

and

Owner: _____

WITNESSETH

That, the Contractor for and in consideration of the payment specified in his Tender for this Work, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Work in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Contractor further agrees that he will deliver the whole of the Work completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Owner agrees to pay to the Contractor for all Work done, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL enure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

IN WITNESS WHEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written.

Signed & Sealed by the Contractor

Signature _____
I have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Signed & Sealed by the Owner

Signature _____ I/we have the ability to bind the corporation _____ I/we have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Date of Tender Submission

Total Tender Price

Contractor's HST No.

7

AGREEMENT TO BOND

7 Agreement to Bond

We, the undersigned, hereby agree to become bound as Surety for:

Bidder: _____

in a "Performance Bond" for the amount of 100% of the total Tender, and a "Labour and Materials Contract Payment Bond" in the amount of 100% of the total Tender, conforming to the instruments of Contract attached hereto, for the full and due performance of the works shown and as described herein if the Tender noted below is accepted by the Owner. Period of maintenance shall be 12 months from completion.

Tender: _____

It is a condition of this Agreement, that, if the above mentioned Tender is accepted by the Owner, application for both bonds must be made to the undersigned within 60 days of the execution of the Contract related thereto, otherwise this Agreement shall be null and void.

Dated: _____ day of _____ 2024

Bonding Company: _____

Signature of Authorized
Person Signing for
Bonding Company: _____

Position of Signing
Officer: _____

Company Seal:

8

PERFORMANCE BOND

8 Performance Bond

Bidder to complete and insert Construction Act Form 32 Performance Bond under Section 85.1 of the Act with their Tender.

9

LABOUR & MATERIAL BOND

9 Labour & Material Bond

Bidder to complete and insert Construction Act Form 31 Labour and Materials Payment Bond under Section 85.1 of the Act with their Tender.

10

SCHEDULE OF DRAWINGS, SPECIFICATIONS, STANDARDS & CONDITIONS OF CONTRACT

10 Schedule of Drawings, Specifications, Standards & Conditions of Contract

The Work specified in this contract will be performed in strict accordance with the following Drawings, Specifications, Standards and Conditions of Contract.

10.1 DRAWINGS

Drawing		Rev	Prepared by
TP	Title Page	1	Tatham Engineering Limited
IN-1	Index	1	Tatham Engineering Limited
DE-1	Details & Notes	1	Tatham Engineering Limited
OP-1	Overall Plan	1	Tatham Engineering Limited
OP-1A	Overall Plan	1	Tatham Engineering Limited
PP-1	Plan & Profile	1	Tatham Engineering Limited
PP-2	Plan & Profile	1	Tatham Engineering Limited
OP-2	Overall Plan	1	Tatham Engineering Limited

10.2 SPECIFICATIONS

Specifications	Section	Prepared by
Special Provisions	12	Tatham Engineering Limited

10.3 STANDARDS

Refer to Contract Drawings for reference to applicable Municipal Standards, Ontario Provincial Standards and Standards of other authorities having jurisdiction.

10.4 CONDITIONS OF CONTRACT

Conditions of Contract	Section	Prepared by
Instructions to Bidder	1	Tatham Engineering Limited
General Conditions of Contract		Metric OPSS.MUNI.100, Nov 2019
General Conditions Supplementary	11	Tatham Engineering Limited

It shall be the Contractor's responsibility to obtain copies of the current applicable Municipal standards, and the current Ontario Provincial Standard Specifications and Standard Drawings.

11

GENERAL CONDITIONS SUPPLEMENTARY

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11 General Conditions Supplementary

11.1 GENERAL CONDITIONS

The words General Conditions in this Contract mean the Ontario Provincial Standards General Conditions of Contract, as attached hereto.

If there is any discrepancy between the General Conditions and the General Conditions Supplementary, the General Conditions Supplementary will apply.

If there is any discrepancy between the General Conditions or General Conditions Supplementary and the Construction Act, the Construction Act shall govern.

11.2 DESIGNATION OF PARTIES

Where the word "Owner" is used in this Contract, it shall mean:

The Corporation of the Township of Muskoka Lakes

Where the word "Contract Administrator", "Consulting Engineer" or "Engineer" is used in this Contract it shall mean:

Tatham Engineering Limited

or any other Engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity.

Where the word "Contractor" is used in this Contract, it shall mean in every case the General Contractor, but where referred to in the trades it shall also mean the Subcontractor.

11.3 AMENDMENTS TO THE GENERAL CONDITIONS

11.3.1 Section GC1.04 of the General Conditions Definitions

Amended by adding the following:

"Measured Quantity" means that quantity within the approved limits of the works, measured in the field.

11.3.2 Section GC2.02 of the General Conditions, Order of Precedence

Amended by deleting paragraph .01 and replacing it with the following:

.01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

1. Agreement
2. Addendum(s) (if any)
3. Special Provisions
4. Contract Drawings
5. Instructions to Bidders
6. General Conditions Supplementary
7. Standard Specifications
8. Tender
9. General Conditions
10. Working Drawings

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

11.3.3 Section GC3.06 Extension of Contract Time

Amended by adding the following:

.02 e) A force majeure event as described in Instructions to Bidders, Section 1.25.

11.3.4 Section GC3.07 Delays

Amended by adding the following:

.05 Notwithstanding Section 11.3.5.01, the Owner shall not be liable for delay costs associated with a force majeure event as described in Instructions to Bidders, Section 1.25.

11.3.5 Section GC3.09 of the General Conditions, Subcontracting by the Contractor

Amended by the addition of the following:

.07 The Contractor shall submit a list of proposed subcontractors, showing the value of the work to be sublet to each. The value of the work sublet shall not exceed 50% of the total work.

11.3.6 Section GC7.03 of the General Conditions, Working Area

Amended by the addition of the following:

.06 Materials and/or Equipment shall **not** be stored within 3 metres of the travelled portion of any roadway.

- .07 Notwithstanding the foregoing, the Contractor shall, at their own expenses, remove any equipment or material which in the Engineer's opinion, constitutes a traffic hazard.
- .08 The storage of materials and equipment on-site is limited and subject to the Owner's approval. The Contractor shall allow for off-site storage in their tendered price.

11.3.7 Section GC7.06 of the General Conditions, Maintaining Roadways and Detours

Amended by deleting paragraph .05 and replacing it with the following:

- .05 The Contractor will bear the cost of maintaining, in a satisfactory condition for traffic in both directions, a road through the working area. Provisions shall be made at ALL times for local traffic. Clear, unobstructed entrances shall be maintained to all private dwellings and all side streets.

11.3.8 Section GC7.16 of the General Conditions, Warranty

Amended by deleting paragraph .02 and replacing it with the following:

- .02 The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of 12 months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of 12 months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may be specified for certain materials or Work, remain in such condition as will meet the approval of the Engineer, and that the Contractor will upon being required by the Engineer, make good in permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Engineer is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor 24 hours written notice perform the necessary work, and the cost thereof may be deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Engineer notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

11.3.9 Section GC8.01.01 of the General Conditions, Quantities

Amended by the addition of the following:

- .04 The Contract Administrator, Contractor or the Owner may dispute the quantity that is specified for payment on a plan quantity basis. Where there is a dispute, this shall be supported by calculations, drawings, and any other evidence indicating why the plan quantity is believed to be in error. If the plan quantity is found to be in error, payment will be made in accordance with the adjusted plan quantity.

11.3.10 Section GC8.01.02 of the General Conditions, Variations in Tender Quantities

Amended by the addition of the following:

- .02 Tender Items noted as "provisional" can be deleted, used in part or exceed the estimated quantity with payment based on the final measurement and tendered unit prices. The owner will not accept any claim for monies lost by the Contractor due to the above for any reason.

11.3.11 Section GC8.02.04.01 of the General Conditions, Progress Payment

Amended by deleting paragraph .02 h) and replacing it with the following:

- .02 h) In support of the Proper Invoice, except the first Proper Invoice, the Contractor shall submit to the Contract Administrator, a Statutory Declaration regarding Payment of Accounts in a form acceptable to the Owner, signed by an authorized signing officer of the Contractor stating that all workers employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the monthly estimate relating to the last monthly statement previously submitted have been discharged. The Owner may issue a Notice of Non-Payment if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.

11.3.12 Section GC8.02.04.01 of the General Conditions, Progress Payment

Amended by adding the following:

- .05 Payment of a Proper Invoice submitted by the Contractor shall not bind the Owner in his evaluation of the works completed.
- .06 Fifteen percent (15%) of the value of contract items which must be tested or for which as-built information must be gathered may be retained to guarantee the quality of the work performed and shall be termed Testing/As-Built Holdback. The

Testing/As-Built Holdback shall reduce the value of the work completed to date on the progress certificate. The Testing/As-Built Holdback will be gathered if in the opinion of the Contract Administrator the testing of contract work is not being pursued in a timely manner. Work has proceeded without required testing or as-built information has not been gathered and recorded. The Testing/As-Built Holdback shall be released in the monthly Proper Invoice after the work has been satisfactorily tested, inspected and approved by the Engineer. The Contractor shall present the as-built drawings with the payment claim for review by the Engineer showing the information gathered.

- .07 Ten percent (10%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Statutory Holdback in accordance with the Construction Act.
- .08 Prior to Substantial Performance an additional two and one-half percent (2.5%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Warranty Holdback. Upon application by the Contractor, contract items may be removed from the aggregate value of work complete for which the warranty holdback applies.
- .09 The warranty holdback shall be paid to the Contractor at the expiration of the Warranty Period and upon issuance of the Final Acceptance Certificate.

11.3.13 Section GC8.02.04.04 of the General Conditions, Certificate of Substantial Performance of Work

Amended by adding the following:

- .07 The Work will be deemed to be substantially performed when:
 - a) the Work to be performed under the Contract or a substantial part thereof is ready for use or is being used for the purpose intended;
 - b) the Work to be performed under the Contract is capable of completion or, where there is a known defect, the cost of correction is not more than;
 - 3% of the first \$1,000,000 of the Contract price,
 - 2% of the next \$1,000,000 of the Contract price, and
 - 1% of the balance of the Contract price.
 - c) The Contract Administrator has verified the works have satisfactorily passed the required inspection and testing and has verified the Contract has been substantially performed.

- .08 For the purposes of this Contract, where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the Work cannot be completed expeditiously, for reasons beyond the control of the Contractor or, where the Owner and the Contractor agree not to complete the Work expeditiously, the price of the services or materials remaining to be supplied and required to complete the Work shall be deducted from the Contract price in determining Substantial Performance.
- .09 In accordance with the Construction Act, a 10% Finishing Holdback will be captured for works completed after the issuance of the Certificate of Substantial Performance. The Finishing Holdback will be released upon the issuance of the Completion Certificate by the Contract Administrator, in accordance with the Construction Act.

11.3.14 Section GC 8.02.05.05 of the General Conditions, Payment for Material

Amended by deleting paragraph .01 and replacing it with the following:

- .01 The Owner will pay the Contractor for Material used on each Time and Material project at 105% of the cost of the Material.

11.3.15 Section GC 8.02.05.06.01 of the General Conditions, Payment for Equipment - Working Time

Amended by deleting paragraphs .01, .02 and .03 and replace with the following:

- .02 The Owner will pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material at 105% of the invoice price approved by the Contract Administrator up to a maximum of the 127 Rate. This constraint will be waived when the Contractor Administrator approves the invoice price prior to the use of the Rented Equipment.
- .03 The Owner will pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material at 105% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the equipment on the Work on a Time and Material Basis.

11.3.16 Section GC 8.02.05.08 of the General Conditions, Payment for Work by Subcontractors

Amended by deleting paragraph .01 and replacing it with the following:

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner will pay the cost of Work on a Time and Material Basis by the Subcontractor

calculated as if the Contractor had done the Work on a Time and Material Basis, plus a 5% mark-up.

11.3.17 Section GC8.02.06 of the General Conditions, Final Acceptance Certificate

Amended by the addition of the following:

- .03 No certificate other than the Final Acceptance Certificate shall be deemed to imply approval of any part of the Work or of the Contractor's due performance of the Contract or any part thereof.

11.3.18 Section GC8.02.09 of the General Conditions, Liquidated Damages

Amended by deleting paragraph .01 and replacing it with the following:

- .01 a) It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the Completion Date stipulated in the Tender Form, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$500 for liquidated damages for each and every working day delay in finishing the work in excess of the dates of completion prescribed. It is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion dates stipulated. In addition to the above amount per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates stipulated.
- b) The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

11.4 PAYMENTS

Payments shall be made in accordance with the Construction Act.

11.5 NIGHT, WEEKEND & HOLIDAY WORK

Working hours are to be in accordance with relevant Municipal By-Laws. No night or weekend work will be permitted except in the case of an emergency and then only with the written permission of the Engineer and to such extent as they deem necessary. However, the Engineer reserves the right to order any work under this Contract to be undertaken at night and the Contractor shall comply with such an order and shall carry out all night work with adequate illumination and with due respect for the noise restrictions requested by local residents or authorities having jurisdiction consistent with the faithful performance of the work.

Night shall be defined as that time after sunset and before sunrise.

No work shall be completed on Friday's after 3:00pm.

Except in cases of emergency and then only with the consent in writing of the Engineer, the Contractor shall not work on any Saturday or Statutory Holiday. In the case the Contractor desires to work on a Saturday or Statutory Holiday he shall request in writing the permission of the Engineer. This request shall be at least four (4) days in advance of such holiday stating those places where such work will be conducted. In case the Contractor fails to give such notice in advance, no work within the terms of the Contract shall be done on such Saturday or Statutory Holiday. The Contractor is responsible for obtaining approval from authorities having jurisdiction over local noise bylaws for such work.

The above provisions shall not apply to any maintenance operations, which the Contractor is required to perform under this Contract or as required by the Engineer at any time including Nights, Saturdays, Sundays and Statutory Holidays.

Prior to moving off the job before each weekend, Public Holiday or any other non-working day, the Contractor shall erect all signs, barricades and lights so that they will remain in place during the period of absence. The roadway shall be graded to provide a smooth travelling surface and water and calcium chloride added where necessary or as directed by the Engineer.

The Contractor shall provide the Engineer with the name and telephone number of their project superintendent or other reliable supervisor who can be contacted during the Contractor's absence from the job. Such person shall be responsible for inspecting the job periodically during the Contractor's absence and shall check all signs, barricades and lights and repair the roadway surface as required. No additional payment will be made for this work.

11.6 DEFECTIVE WORK

The Contractor shall, at any time when so required by the Engineer, during construction or during the warranty period, make such openings, and to such extent through any part of the Work as the Engineer may direct, which he shall forthwith make good again to the satisfaction of the Engineer. Should the work so opened be found in the opinion of the Engineer, faulty in any respect, the whole of the expense, including the cost of inspection, shall be borne by the Contractor, but if the work so opened up be found in perfect condition, the said expense shall be borne by the Owner.

All defective work or materials discovered by these or any other means must be forthwith wholly removed, and made good by the Contractor, to the satisfaction of the Engineer and the whole cost of such renewal, including the cost of materials, labour, and inspection shall be borne by the Contractor. Should the Contractor refuse to make such renewals as are ordered by the Engineer, then the Engineer will proceed with the work in any manner they may deem fit. The cost of such work shall be paid by the Contractor or deducted from any monies due, or if necessary, deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner.

11.7 SITE MEETINGS

The Contractor shall attend a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the contract site or as directed by the Contract Administrator to discuss the progress of the Work and co-ordinate the work of utilities. The Contractor's Superintendent shall attend this meeting. Minutes of Meetings shall be recorded and shall be binding on both parties to the Contract.

11.8 LABOUR CONDITIONS & FAIR WAGES

Labour Conditions and Fair Wages are to be in accordance with the current schedule.

11.9 WORKPLACE SAFETY & INSURANCE BOARD CLEARANCE CERTIFICATE

The Contractor shall provide the Engineer with a copy of the Workplace Safety and Insurance Board Clearance Certificate indicating the Contractor's good standing with the Board:

- Immediately prior to the Owner authorizing the Contractor to commence any Work.
- In support of a Proper Invoice.
- Prior to the issuance of the Certificate of Substantial Performance.
- Prior to the expiration of the Warranty Period.
- At any other time when requested by the Engineer.

11.10 SILTATION & EROSION CONTROL MEASURES

The Contractor shall install siltation and erosion control measures in accordance with OPSS.MUNI.805 as required and as directed by the Engineer, prior to the start of any Work. All siltation and erosion control measures shall be inspected and maintained for the duration of the Contract.

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SPECIAL PROVISIONS

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12 Special Provisions

These Special Provisions are based on Ontario Provincial Standard Specifications. The Standard Specifications together with the following Special Provisions shall apply to this Contract. The Special Provisions shall take precedence over the Standard Specifications.

The Work under this Contract shall include all work within the Limits shown on the drawings and in addition shall include the work on private property where required such as the grading of boulevards. The Contract Administrator shall obtain permission to enter such properties when required.

SP1 GENERAL WORK

The Contractor shall perform all the general work covered by the following specifications. These specifications are based on Ontario Provincial Standards Specifications (OPSS) and Ontario Provisional Standards Specifications Municipal (OPSS.MUNI). The Ontario Provincial Standards, Standard Specifications, Special Specifications and the following Special Provisions shall apply to this Contract. Where OPSS Specification numbers are referenced OPSS.MUNI shall take precedence.

SP1.1 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Contract Administrator for their approval a copy of their detailed planned schedule of work, showing clearly that the work will be completed within the stipulated time. No work shall commence on the Contract until the Contract Administrator has approved the schedule of work.

When the proposed or updated schedule is deemed unacceptable by the Contract Administrator, the Contractor shall make requested corrections and resubmit within three (3) working days.

The schedule of work shall indicate proposed progress in 1-week periods for at least the following work as applicable:

- mobilization;
- siltation and erosion control measures;
- pulverization;
- ditch cleanouts;
- culvert replacements;
- granular addition;

- double surface treatment;
- hot mix paving; and
- restoration.

Schedules shall also identify:

- critical path network;
- shop drawing submittals and applicable review time;
- additional and/or extra work (as applicable);
- items that have an extended manufacturing and/or delivery time (ie, lead time for equipment, deliveries, materials, etc.) and when final acceptance is required by the Contract Administrator to maintain the applicable schedule;
- construction constraints; and
- contract milestone and completion dates.

If the Contractor fails to complete the work (or a particular component of the work) in accordance with the approved schedule and this failure is anticipated to extend the duration of construction and/or jeopardise the milestone completion dates (ie, Substantial Performance and/or Completion), the Contractor shall, within 7 days of such failure, submit a written statement as to how the Contractor intends to correct non-performance and return to acceptable current progress schedule. Actions by the Contractor to complete the work within specified Contract Times (or milestones completion dates) will not be justification for adjustment to Contract Price or Contract Times.

Owner may order Contractor to increase plant, equipment, labour force, or working hours if the Contractor fails to:

- Complete a milestone activity by its completion date;
- Achieve Substantial Performance and/or Completion within the stipulated dates or Contract Times; or
- Satisfactorily execute work as necessary to prevent delay to overall completion of project.

If required, the additional effort shall be completed at no additional cost to Owner or Contract.

SP1.2 Site Meetings

The Contractor shall attend, as a minimum, a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the project site or as directed by the Contract

Administrator to discuss the progress of the work and co-ordinate the work of utilities. The Contractor's project manager, superintendent and other support staff (as deemed appropriate) shall attend this meeting. Minutes of meetings shall be recorded (in writing and/or digitally recorded) and shall be binding on both parties to the Contract.

SP1.3 Performance Bond & Labour and Materials Payment Bond

The Contractor shall provide bonds in accordance with the Instructions to Bidders.

SP1.4 General Liability & Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Contract Administrator, prior to commencing the work and as otherwise requested.

SP1.5 Shop Drawing Review

The Contractor shall not mobilize any equipment or materials to the site until all required shop drawings have been submitted and accepted by the Contract Administrator, unless otherwise approved by the Contract Administrator. Shop drawings marked "Revise and Re-Submit" by the Contract Administrator are not accepted.

SP1.6 Product Warranty Transfer

Where manufacturers warranty extends beyond the terms of the Contract, the Contractor shall ensure all applicable manufacturer warranties for materials and products supplied are transferred into the name of the Owner. Contractor to provide proof, including documentation from the applicable manufacturers.

SP1.7 Permits & Fees

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees unless otherwise stipulated in the Contract package.

SP1.8 Survey Monuments

The Contractor shall, within reason, protect and maintain all survey monuments, control points or benchmarks within or adjacent to the limits of the project. If survey monuments, control points or benchmarks are disturbed, removed or buried due to negligence, the Contractor shall be responsible for the replacement. Any survey monuments which require replacement shall be replaced by a qualified Ontario Land Surveyor, as designated by the Owner.

If, in the opinion of the Contract Administrator, survey monuments, control points and/or benchmarks must be removed in order to construct the works, then the Contractor will not be held responsible for the replacement cost.

SP1.9 Pedestrian Access & Safety

Pedestrian traffic shall be maintained to all properties within and adjacent to the Contract limits throughout the duration of construction. The Contractor shall supply and place necessary means to provide safe access for pedestrians to residences, businesses, commercial properties and other locations as requested by the Contract Administrator.

SP1.10 Freezing Conditions

No additional payment will be made to adjust the construction methodology or supply of material as required to complete the work in accordance with the applicable specifications during freezing and/or cold weather conditions.

Concrete placed in cold weather shall be completed in accordance with OPSS.MUNI 904.

There also will be no additional payment for the removal of snow within the limits of the project, as required to complete the work and provide access to all properties.

SP1.11 Timing of Asphalt/Surface Treatment Placement

If the Contractor is unable to fulfil the contractual obligations for Substantial Performance, the Contractor must reinstate all disturbed 'hard' surfaces with 50mm HL4 asphalt prior to the winter season at no additional cost to the Contract.

SP1.12 Materials Supplied by the Contractor

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner.

All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from any site unless specifically approved and tested by the Contract Administrator.

SP1.13 Testing of Material

The Contractor shall coordinate with a third-party geotechnical testing consultant to complete sampling and testing of all aggregate products to be supplied for the project. The Contractor shall submit granular gradation and proctor testing and mix designs of concrete,

asphalt emulsion and hot mix asphalt in accordance with the applicable special provision for approval by the Contract Administrator. The Contract Administrator will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the specifications. Such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from the third-party geotechnical testing consultant. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

No material shall be placed until approved.

SP1.14 Layout Work

The Contract Administrator shall provide the benchmark elevations and horizontal alignment for the Contractor.

The Contractor shall be responsible for the detailed layout of the work in accordance with the Contract Drawings.

The Contract Administrator shall be notified 48 hours in advance of any layout work carried out and shall be given the opportunity to check layout work if they so desire. Checking of layout or failure to do so on the part of the Contract Administrator in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP1.15 Assistance with Third-Party Review

The Contractor shall aid and/or assist the Contract Administrator and/or Municipality in their review of the work and/or the collection of as-built information, in accordance with the items detailed below:

- The collection of pipe inverts or obverts, road, boulevard or driveway grades (subgrade, subbase, asphalt, etc.), string line and/or form work grades in support of concrete works, structure grades, finish grade elevations, swing tie information, compaction results, material samples, etc.
- The review of all layout, including infrastructure, structures, curb depression locations, catch basin alignment (versus proposed gutter line), etc.
- The Contractor shall layout and install survey stakes within the project limits. As a minimum, this shall include layout stakes at 100 m intervals (matching the stations indicated on the drawings) and at key stations (high points, low points, vertical/horizontal bends, etc.). Stakes to be installed (and reinstalled as required) to facilitate the review of layout and accuracy of installation, especially during road, ditch and culvert construction.

- The Contractor shall also schedule their work in a manner that provides the Contract Administrator and/or Municipality with sufficient time to review layout and/or confirm the accuracy of their work.

SP1.16 Temporary Water & Power

The Contractor shall make arrangements for the supply of temporary water and power for construction purposes. The Contractor shall coordinate with the local hydro authority following the issuance of the Start Work Order for the supply of temporary hydro, if required.

SP1.17 Existing Utilities, Watermains & Sewers

The Contractor's attention is drawn to the presence of underground and overhead utilities, sewers and watermain in the area of the Contract. The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- The Contractor shall be aware of existing infrastructure and utilize equipment and methodologies to complete the work that do not constitute a hazard, disruption to services, or safety violation under the Occupational Health and Safety Act. The Contractor shall be responsible for all costs and coordination efforts associated with locating utilities and shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and watermains including existing service connections. This shall include excavation of inspection holes if necessary.
- The Contractor must exercise necessary care in construction operations to safeguard utilities, watermains and sewers from damage in accordance with the applicable guidelines, regulations and utility agency requirements. The Contractor will be liable for all damage to same occurring within or outside the Contract limits caused by their operations.
- The Contractor shall excavate with care and take measures to protect all existing infrastructure/surface features that are not deemed to be removed as part of the Contract.
- The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.
- If all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the work, the Contractor will be required to cooperate with the utility companies and work around the utilities so that the existing services are protected until such time as such relocations are completed.

- If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Contract Administrator, during the work the Contractor shall co-operate with the Owner's forces or the utility company to allow them the opportunity to make the necessary alterations to their plant.
- It shall be the Contractor's responsibility to contact all utility companies regarding their scheduling of work.
- The Contractor shall be responsible to arrange for support of existing hydro poles, telephone poles, light standards and/or traffic signal poles if required during construction, with the respective utility provider.

Specifications

OPSS.MUNI 491

TSSA 'Guideline for Excavation in the Vicinity of Utility Lines'

Enbridge 'Third Party Requirements in the Vicinity of Natural Gas Facilities'

SP1.18 Site Maintenance

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- Site maintenance of the driving and walking surfaces to ensure roads, boulevards and driveways are safe for traffic and pedestrians, including the supply, placement, compaction, maintenance, removal of temporary granular material, snow removal and the application of de-icing agents, as required.
- Temporary grading, including the installation of swales or other measures to control surface water.
- Preventative measures to help avoid damage and erosion during rain events.
- Dust control, including the placement of calcium chloride and/or water. As a minimum, the Contractor shall sweep all hard surfaces within and adjacent to the construction zone and apply water and calcium chloride throughout the site at the end of each working day.
- Maintenance and repairs to the site and all adjacent areas impacted by construction (i.e. haul routes, etc.) following rain events, including, but not limited to the removal of standing water (ponding), saturated material, sediment, etc. and the repair of washouts, erosion and other damage as required.
- Measures to prevent and/or the removal of mud tracking.

- Install and maintain siltation and erosion control measures to prevent material migration for the duration of the Contract.
- The Contractor shall designate a representative who will be responsible for monitoring the construction zone when workers/crews are not present (i.e. on evenings, weekends, holidays and other non-working days) on an as-needed basis. The representative shall be considered 'on-call' and be available in case of emergency.
- The scope of work shall be provided within the limits of construction and the adjacent streets. It shall be provided at all times (working and non-working hours), including evenings, weekends, holidays and other non-working days.
- If, in the opinion of the Contract Administrator or the Municipality, the Contractor is not providing a sufficient level of site maintenance, they may direct the Contractor to take additional measures at no additional cost to the Contract. If the Contractor does not address the concern within 12 hours of notification, the Municipality reserves the right to utilize their own crews (or retain another Contractor) to take corrective measures and back charge the Contractor of the costs accordingly.

Specifications

OPSS.MUNI 206 and 805

SP1.19 Disposal of Materials

The Contractor shall dispose of all waste and/or surplus materials in a disposal area selected by the Contractor in accordance with the Ontario Ministry of the Environment, Conservation and Parks (MECP), Ontario Regulation (O.Reg.) 406/19 "On-Site and Excess Soil Management" and OPSS.MUNI 180, including the requirements for property owner release. The disposal area shall be located off the Municipal right-of-way. The Contractor shall be responsible for all work and costs involved in disposing the waste and or surplus material including trucking, access roads, levelling, and all haulage and/or tipping fees applicable.

SP1.20 Driveways & Entrances

Access to all driveways and entrances shall be maintained within and adjacent to the Contract limits throughout the duration of construction. This shall include the supply, placement, compaction, maintenance and removal of temporary granular material as required.

In the event access cannot be maintained for a short duration, less than eight (8) hours, the Contractor shall obtain approval from the Contract Administrator. When permission is granted, the Contractor shall notify the residents and/or businesses in writing that access to their respective driveways or entrances will be affected and/or restricted by the

construction works. A minimum of twenty-four (24) hours' notice is to be provided in such instances. All notices to the public shall be submitted to the Contract Administrator for approval, prior to distribution.

Unless approved by the Contract Administrator, access to driveways and entrances shall be maintained every evening and throughout all weekends and holidays, unless otherwise approved by the Contract Administrator.

SP1.21 Fencing & Barricades

Snow fence or temporary concrete barriers shall be erected in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA). Where specifically approved by the Municipality and Contract Administrator, open cut areas that are not backfilled prior to the evening, weekend and/or holidays shall have temporary concrete barriers as well as amber flashing lights installed prior to finishing work and leaving the site for the day. No separate payment will be made for fencing or barriers but shall be part of the general work of the Contract.

If the Contractor refuses to comply with the request from the Contract Administrator to install the snow fence or barricades as requested, the Owner reserves the right to install the fence or barriers while applying the costs against the Contractors next payment.

SP1.22 Dewatering Less Than 50,000 L/day

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- The Contractor is responsible for conventional dewatering (where water taking is less than 50,000 L/day) as required to produce a dry and stable excavation.
- Implementation of the approved dewatering scheme, as required to maintain a dry and stable trench and/or as required to complete the work.
- Supply of stand-by power and/or a pumping system if required.
- Sound suppression, as required to meet all applicable Municipal By-Laws.
- Maintain a record of all water takings. The record is to include the dates and duration of dewatering and the daily average taking rate and daily total volume taken. Calibrated flow measuring devices shall be used to measure flow and volume. The Contractor is to keep all required records up to date and available at the subject site of the water taking where they can be reviewed immediately by a Provincial Officer upon request.

- Supply, installation, maintenance and removal of settling ponds, sediment traps/basins and/or temporary erosion and sediment control measures, as required to safely discharge flow – including the removal and disposal of excess material, as required.

Specifications

OPSS.MUNI 517, OPSS.MUNI 518

Ontario Water Resources Act (OWRA)

O.Reg 64/16

Submittals

- Submission of a written proposal, documenting the specific dewatering scheme, monitoring and contingency planning for review and approval by the Contract Administrator.
- Dewatering records shall be provided to the Contract Administrator in a running table on a weekly basis (or as otherwise requested).

SP1.23 Existing Residential Garbage and Recycling Collection

During construction the Contractor shall co-ordinate with the applicable garbage, recycling and green bin collection agencies, residents, business owners, etc., to ensure garbage, recycling and green bin containers are transferred from lots to a suitable location for pick-up and returned to each owner accordingly.

SP1.24 Existing Canada Post Mail Collection

During construction, the Contractor shall co-ordinate with Canada Post, residents, business owners, etc. to ensure mail service is maintained during construction or a suitable alternative is provided (as determined by Canada Post).

SP1.25 Tree Protection

The Contractor shall provide a reasonable degree of protection to all existing trees within the Limit of Construction in accordance with OPSS.MUNI 801.

The Contractor shall be aware of and abide by the *Migratory Birds Convention Act* and *Species at Risk Act* as it relates to harming migratory birds or destroying their habitat.

The Contractor shall notify the Contract Administrator when infrastructure is located within the existing tree canopies and at the Contract Administrator's discretion, the proposed infrastructure may be relocated to avoid damage to the root system at no additional cost to the Contract.

SP1.26 As-Built Drawings

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- Provide red line revisions showing the as-built information on a set of “Issued for Construction” drawings.
- Rural road information to include: final elevations along the road cross sections (centreline, edge of asphalt, edge of shoulder and ditch inverts at 20 m stations, high points, low points and throughout all intersections. Information shall be collected using GPS to confirm horizontal and vertical alignment.
- Culvert inverts are to be collected and
- Swing ties and/or topographic surveyed coordinates shall be at least two measurements from other surface elements (ie, hydrants, structures, utility poles, property bars, etc.).
- The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Contract Administrator at any time. The drawings and information shall be reviewed with every progress claim.
- Drawings shall be signed by the author and shall be provided in both hard copy and digital format, as required to provide the required information.

SP1.27 Measurement & Payment

No measurement of quantities will be made for the general work. No direct payment will be made for any of this general work. The Contractor shall allow in the unit prices bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the contract.

Payments shall be made in accordance with the Construction Act.

SP2 ITEMS 1.01, 2.01 AND 3.01 - MOBILIZATION & DEMOBILIZATION

The Contractor shall perform the work in accordance with the items detailed below.

SP2.1 Scope of Work

- All labour, equipment and material required to transport and remove equipment and materials to and from the site, including the removal and disposal of surplus and unsuitable materials.
- Supply, install, maintain and remove all temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.
- Reinststate all disturbed areas related to the mobilization and demobilization process to the satisfaction of the Contract Administrator.

SP2.2 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work. 50% of the lump sum item will be paid on the first payment after mobilization and the remaining 50% will be paid upon demobilization.

There will be no payment for additional instances of mobilization or demobilization.

SP3 ITEMS 1.02, 2.02 & 3.02 - TRAFFIC CONTROL

The Contractor shall perform the work in accordance with the items detailed below.

SP3.1 Scope of Work

- Supply, install and maintain traffic control devices and detour signage throughout construction, including evenings and weekends.
- The Contractor shall contact emergency services, school boards, garbage/recycling/compost collection agencies and the District of Muskoka to keep the agencies informed of road conditions and traffic control on a continuous basis with the Contract Administrator and Municipality to be copied on all notifications. Access to the site by emergency vehicles must always be maintained.
- Erect temporary signage that is critical to the safety of pedestrian and vehicular traffic throughout the limits of construction (such as stop signs, yield signs etc.), until permanent signage is installed.

- The Contractor shall provide a watchman or other suitable employee to inspect and maintain the detour signs, barricades and pedestrian ramps on evenings, weekends and other times when the Contractor is not working.
- The Contractor shall always provide an adequate number of traffic control personnel to direct traffic during construction in accordance with OTM Book 7.
- The Contractor must cause as little interference as possible to vehicular and pedestrian traffic, with work scheduled to keep routes around or through the streets open to local traffic and emergency services. Unless otherwise approved by the Contract Administrator and/or Municipality in writing, excavations within 3 m of lanes carrying traffic shall be backfilled with the specified material up to subgrade elevation and compacted prior to closing down operations at the end of every workday. All methods of traffic control must meet with the acceptance of the Contract Administrator.
- Construction and warning signs shall be well lit at night with battery operated flashing amber lights or other means approved by the Contract Administrator.
- Detours are not available. A single lane of traffic must be maintained at all times. Very short (10 minute maximum duration) road closures to facilitate blasting or other construction items which cannot be completed with live traffic are permitted to occur once per hour with 30 minute advance warning provided to the Contract Administrator.
- Should the contractor require a longer duration road closure (up to 6 hours maximum) to facilitate certain tasks, a written request is to be provided to the Contract Administrator a minimum of 14 days prior to the work necessitating the closure for approval. Closures exceeding 10 minutes will only be permitted on a Tuesday, Wednesday or Thursday between the hours of 10:00am and 4:00pm. The Contractor will also be responsible to issue direct notifications of road closures to emergency services, school boards, the District of Muskoka and all impacted residents a minimum of 48 hours prior to the approved closure. Signs notifying of the upcoming closure including date and time, shall be erected on the road a minimum of 48 hours in advance of the closure.
- A road closure exceeding 6 hours will not be permitted and work shall be planned accordingly.
- Remove all temporary signage when appropriate, including restoration to previous or better condition.

SP3.2 Specifications

OPSS.MUNI 706

Ontario Traffic Manual Book 7

SP3.3 Submittals

A written Traffic Control Protection Plan shall be submitted to the Contract Administrator for review and acceptance at least 2 weeks prior to implementing the plan. The proposed traffic control shall be in accordance with the current Ontario Traffic Manual (OTM) Book 7 for Roadway operations by the Ministry of Transportation. Supplemental detours shall only be implemented when approved in writing by the Contract Administrator and/or Municipality and shall conform to the approved detour plan(s) provided by the Contractor. Review and acceptance of the traffic control plan by the Contract Administrator shall not relieve the Contractor of the responsibility to adapt or improve the traffic control plan to changing or unforeseen conditions for the duration of the Contract. The Contractor shall at all times ensure that pedestrian and vehicular traffic is directed in a uniform, predictable manner consistent with Book 7 of the Ontario Traffic Manual. Plans shall consider both vehicular and pedestrian traffic.

The Contractor is to submit daily reports regarding the traffic signage.

SP3.4 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work. 50% of the lump sum item will be paid on the first payment after mobilization, 30% of the lump sum item will be prorated over the course of the Contract and the remaining 20% will be paid upon substantial performance of the Contract.

The Contractor shall be responsible for all costs associated with traffic control as necessary to complete the work.

SP4 ITEMS 1.03, 2.03 & 3.03 - PRE-CONSTRUCTION SURVEY

The Contractor shall perform the work in accordance with the items detailed below.

SP4.1 Scope of Work

- The Contractor shall engage a Blast Monitoring Consultant / Independent Vibration Specialist with a minimum of five (5) years' experience in loss control for heavy construction in urban areas.
- The standard inspection procedure will include the provision of an explanatory letter to the building owner with a formal request for permission to carry out an inspection.
- The specialist shall conduct a precondition survey, which shall include, but not be limited to all structures located on properties within a 150 m radius of the limits of construction.

- This will include all structures considered to be of potential risk, including, but not limited to, buildings, driveways, sidewalks, patios, porches, decks, etc. The precondition survey report shall include as a minimum the following information and copies shall be provided to the Contract Administrator, prior to commencement of any work.
 - Type of structure, including type of construction and if possible, the date when built.
 - Any differential settlements: visible cracks in walls, floors and ceilings shall be identified and described, including a diagram, if applicable, room by room.
 - Any other apparent structural or cosmetic damage or defect observed, ie. water damage.
 - The report shall use dimensions whenever practical to do so, instead of general terms, ie., "sagging 0.25 - 0.50 m" as opposed to "sagging badly".
 - Photographs and videos shall be taken to clearly and accurately document and represent the condition of the property. Each photo or video shall be clearly labelled with the location and date taken.
- The survey report shall indicate the address of each of the properties inspected, the refusals received, and an evaluation of any evident or potential hazards that exist.

SP4.2 Submittals

A copy of the pre-condition survey limited to a single residence or property, including copies of any photographs or video that may form part of the report shall be provided to the Owner of that resident or property upon request.

SP4.3 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work.

SP5 ITEMS 1.04, 2.04 & 3.04 - ENVIRONMENTAL PROTECTIONS

The Contractor shall maintain an environmentally safe workplace. It is intended that the works proposed be executed in such a manner which, to the fullest extent possible, minimizes any adverse effect on the cultural and natural environment of the project area. It is the 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.

Any spills apt to cause impairment to the natural environment must be immediately reported by the Contractor to the Contract Administrator and to the local Ministry of the Environment District Office.

SP5.1 Scope of Work

- Prepare and submit procedures for the interception and rapid cleanup and disposal of spillages that occur shall be submitted to the Contract Administrator for review prior to starting work. All materials required for cleanup of fuel spillages shall be readily accessible on site.
- Supply and install straw bale check dams to OPSD 219.100 at the outlet of all cross culverts and at 50m spacing in ditches where longitudinal slope exceeds 5%, prior to construction, maintain throughout construction and remove upon completion of construction.

SP5.2 Submittals

A copy of the spill contingency plan shall be provided to the Contract Administrator prior to construction.

SP5.3 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work.

SP6 ITEMS 1.05, 2.05 & 3.05 – THIRD PARTY GEOTECHNICAL TESTING

The Contractor shall perform the work in accordance with the items detailed below.

SP6.1 Scope of Work

- Retain an independent geotechnical testing company accredited to perform aggregate gradation, proctor and compaction testing, bitumen and asphalt analysis and compaction testing.
- Coordinate pre-construction sampling and testing (gradation and proctor) of all aggregate to be used on the project.
- Coordinate field compaction testing of subgrade, placed aggregate and hard surfacing products.
- Complete material sampling and testing for all bitumens, emulsions and hot mix asphalt mixes used for surface treatment or hot mix asphalt products.

- Coordinate site visits to review and provide recommendations related to unexpected field conditions as directed by the Contract Administrator

SP6.2 Submittals

- Aggregate gradation and proctor test results for all aggregate used prior to placement of any materials.
- Compaction test results are to be provided within 24 hours of placement.
- Bitumen, emulsion and hot mix analysis reports
- Reports complete with recommendations for all field visits/inspections of unexpected subsurface conditions.

SP6.3 Measurement & Payment

There will be no measurement for payment.

Payment will be made based on contractor submitted invoices from the geotechnical testing consultant including 5% markup which shall be full compensation for all labour, equipment and material to do the work.

SP7 ITEMS 1.06, 2.06 & 3.06 - CLEARING & GRUBBING

The Contractor shall perform the work in accordance with the items detailed below.

SP7.1 Scope of Work

- The Contractor must be aware of the *Migratory Birds Convention Act* and *Species at Risk Act* as it relates to harming migratory birds or destroying their habitat and carry out the work in compliance with the Act.
- Identify, layout and review all areas to be cleared and grubbed with the Contract Administrator prior to proceeding with the work.
- Clear and grub all work areas as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- All felled material, windfall, brush, embedded logs, stumps, roots, chipped or ground branches, logs and excess material within areas to be cleared shall be removed from the site and disposed of in accordance with OPSS.MUNI 180.

SP7.2 Specifications

OPSS.MUNI 180, 201 and 801

The Ontario Forestry Act

Migratory Birds Convention Act

SP7.3 Measurement & Payment

Measurement for payment shall be plan quantity and the unit of measurement is square meters.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP8 ITEMS 1.07, 2.07 & 3.07 - TOPSOIL STRIPPING

The Contractor shall perform the work in accordance with the items detailed below.

SP8.1 Scope of Work

- Strip and dispose of topsoil from all areas where clearing and grubbing has taken place.

SP8.2 Specifications

OPSS.MUNI 180, 206 and 802

O.Reg 406/19

MECP Management of Excess Soil – A Guide for Best Management Practices

SP8.3 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is square metres for stripping and off-site disposal of topsoil.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP9 ITEMS 1.08 & 2.08 - PULVERIZE EXISTING SURFACE TREATMENT

The Contractor shall perform the work in accordance with the items detailed below.

SP9.1 Scope of Work:

- Pulverization of the existing bituminous surface to a depth of 150mm and mixing with the underlying base material.
- The pulverizing shall be carried out with an approved mechanical pulverizer such as a Caterpillar RR-500 or approved equivalent with adequate power to perform the work. The pulverized material shall be sufficiently processed so that all of the mixed material passes the 50 mm sieve, not more than 95% passes the 37.5 mm sieve and not more than 75% passes the 4.75 mm sieve.

- The surface of the processed material shall be graded, shaped and compacted as necessary to produce the required cross-section of the surface in accordance with OPSS.MUNI 301.
- The pulverizing process shall be worked to the same station on each side of the road location prior to closing down operations each day.
- Surplus material shall be disposed off site at a facility licensed to accept the waste.

SP9.2 Specifications

OPSS.MUNI 301

SP9.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement and the unit of measurement is square meters.

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

SP10 ITEMS 1.09, 1.15, 2.11 & 3.08 - ROCK EXCAVATION AND GRADING OR DISPOSAL

The Contractor shall perform the work in accordance with the items detailed below.

SP10.1 Scope of Work

- Rock excavation, as necessary to facilitate the completion of work as indicated on the Contract Drawings.
- Loading, trucking, placing, grading and chinking of suitable rock fill in any fill area on the project.
- Remove and dispose of all excess or oversize excavated rock and rock muck at an off-site location approved by the Contract Administrator.
- Provide supplemental traffic control in accordance with OTM Book 7, including flag persons on each road entering the blast area and/or as required to control vehicular and pedestrian traffic during the blasting operation.
- Calculate the applicable volumes in consultation with the Contract Administrator and present the calculations in a form acceptable to the Contract Administrator for review and acceptance. Confirm theoretical rock removal quantities with the Contractor Administrator at least 2 weeks prior to commencement of blasting.
- Circulate written notification to all utilities and all owners and tenants in accordance with OPSS.MUNI 120 before blasting operations commence.

- Clear blast area of all recreational, vehicular and pedestrian traffic prior to blasting.
- Use blasting mats or other approved method to control flying debris.
- Employ a blasting control specialist to determine and control intensity of ground vibrating resulting from blasting;
- Submit to the Contract Administrator seismic records as soon as possible after each blast.
- The top layer of blasted rock placed as fill must be chinked with a bulldozer of sufficient weight to effectively fill the voids in the surface of the blasted rock fill.
- Report to the Contract Administrator, in writing, all complaints or claims received within twenty-four (24) hours. Each report shall include the name and address of the complainant, time received and a description of the circumstances that led to the complaint.
- Investigate all claims for damages by a complainant expeditiously, using pre-excavation survey data as the basis to assess the validity of the claim and notify the Contract Administrator in writing of the results of all claims.

SP10.2 Specifications

OPSS.MUNI 120, 180, 202, 206 and 403

O.Reg. 406/19

MECP Management of Excess Soil – A Guide for Best Management Practices

SP10.3 Submittals

With respect to the removal of rock (i.e. excess fill), the Contractor shall confirm the receiving property at least 2 weeks prior to removing any fill from the site. The Contractor shall provide documentation that the receiving property is authorized by the applicable municipality to receive fill (i.e. a Fill Permit), and the applicable forms including within OPSS.MUNI 180. The contractor shall assume all rock within the construction limits is inert and non-hazardous.

The Contractor shall submit the following to the Contract Administrator for review and acceptance:

- All necessary permits and documentation a minimum of two weeks before the start of blasting.
- Proof of a separate insurance policy providing coverage for the blasting operation as required in the Instruction to Bidders.

- A blast design prepared by a blasting specialist for review and approval.
- A report from a blasting specialist on the controls and safety measures required during blasting, including handling and storage of blast materials.

SP10.4 Measurement & Payment

Measurement for payment to be actual quantity of rock excavated, based on calculated excavation volumes between original bedrock grade and completed subgrade elevations. Volume calculations can be completed through topographic surveys of preblast surface and finished subgrade or through average end area calculations completed in consultation with the Contract Administrator. The unit of measurement is cubic metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

There will be no duplication in measurement for overlap of adjacent items. Any change in quantity will not result in a change in the contract unit price.

Rock shatter below subgrade or below bottom of trench will not be considered for payment and the additional shattering of rock to facilitate proper construction will be included in the price for rock excavation.

SP11 ITEMS 1.10, 2.09, & 3.09 - EARTH EXCAVATION & DISPOSAL

The Contractor shall perform the work in accordance with the items detailed below.

SP11.1 Scope of Work

- Excavate, shape and fine grade to subgrade elevation and compact to 98% of the material's Standard Proctor Maximum Dry Density (SPMDD) all areas within the right-of-way and/or to match existing grades on private property as shown on the Contract Drawings, as required to construct all works and/or as directed by the Contract Administrator. The Contractor shall obtain written permission from the property owners prior to performing any work on private property.
- Prepare subgrade in accordance with the Contract Drawings, including proof rolling of the subgrade by completing several passes with construction equipment having a rated capacity of at least 8 tonnes, to the satisfaction of the geotechnical consultant and Contract Administrator prior to placement of any granular subbase.
- Remove and dispose all excavated earth, including earth generated from culvert excavation, at an off-site location that is approved by the Contract Administrator.
- Water and/or calcium chloride required for compaction and/or dust control.

SP11.2 Specifications

OPSS.MUNI 180, 206 and 501

O.Reg. 406/19

MECP Management of Excess Soil – A Guide for Best Management Practices

SP11.3 Submittals

With respect to the removal of earth, the Contractor shall confirm the receiving property at least 2 weeks prior to removing any fill from the site. The Contractor shall provide documentation that the receiving property is authorized by the applicable municipality to receive fill (i.e. a Fill Permit), documentation from a Qualified Person (P.Eng. or P.Geo.) that it is appropriate for the site to receive fill from this project and the applicable forms including within OPSS.MUNI 180. The contractor shall assume all earth within the construction limits complies with Table 1 or Table 2/2.1 RPI. A chemical analysis report will be provided to the successful contractor.

Contractor to provide a Certification of Grade Elevation/Crossfall as provided in OPSS.MUNI 314, prior to the placement of granular subbase. The Contract Administrator shall be given 48 hours to review grade and crossfall prior to the placement of granular subbase.

SP11.4 Measurement & Payment

Measurement for payment to be actual quantity of earth excavated, based on calculated excavation volumes completed in consultation with the Contract Administrator and the unit of measurement is cubic metres.

Disposal of excess earth not complying with Table 1 or Table 2/2.1 RPI will be measured and paid in accordance with the appropriate provisional disposal item.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

There will be no duplication in measurement for overlap of adjacent items. Any change in quantity will not result in a change in the contract unit price.

SP12 ITEMS 1.11, 1.12, 1.13 & 2.10 - CULVERTS

The Contractor shall perform the work in accordance with the items detailed below.

SP12.1 Scope of Work

- Excavate, remove and dispose of existing culverts, supply, install and backfill all culverts as shown on the Contract Drawings and/or as directed by the Contract Administrator.

- Where culverts are placed on previously filled and/or disturbed ground the trench subgrade shall be compacted to a minimum of 98% of the material's SPMDD.
- Culvert installation shall include filter cloth wrap of all excavation, disposal of excavated material, Granular A pipe bedding, embedment, backfill and frost tapers. All granular material shall be compacted to 100% of the material's Standard Proctor Maximum Dry Density (SPMDD).
- All culverts supplied shall be BOSS 2000 or equivalent HDPE corrugated double wall pipe conforming to CSA B182.8 with bell and spigot joints, minimum 320 kPa pipe stiffness and shall have square end finish.
- Where saturated subgrade or standing water conditions are present, 19mm diameter clear stone shall be utilized for bedding in lieu of Granular A.

SP12.2 Specifications

OPSS.MUNI 401, 421

Municipal Standards

SP12.3 Measurement & Payment

Measurement for payment shall be plan quantity and the unit for measurement is metres for culverts.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP13 ITEMS 1.14, 1.16, & 2.12 - DITCH EXCAVATION/CLEANOUT AND DISPOSAL OFF-SITE (EARTH)

SP13.1 Scope of Work:

- Earth excavation to restore existing ditches to original line, grade and profile, removal of accumulated vegetation as directed by the Contract Administrator and disposal of excavated material and removed vegetation to an approved off-site location;
- Earth excavation to construct new ditches to line, grade and profile shown on the drawings or as directed by the Contract Administrator and disposal of excavated material to an approved off-site location;
- Ditch inverts shall in all cases be sufficient to provide positive drainage and be a minimum 600mm below edge of shoulder or as directed by the Contract Administrator.
- Ditch side slopes shall be 2H:1V or flatter or as directed by the Contract Administrator.

SP13.2 Specifications

OPSS.MUNI 180, OPSS.MUNI 206 and OPSS.MUNI 510 and new Ministry of the Environment, Conservation and Parks Rules For Excess Soil Management, O.Reg. 406/19.

SP13.3 Submittals

With respect to the removal and disposal of earth, the Contractor shall confirm the receiving property at least 2 weeks prior to removing any fill from the site. The Contractor shall provide documentation that the receiving property is authorized by the applicable municipality to receive fill (i.e. a Fill Permit), documentation from a Qualified Person (P.Eng. or P.Geo.) that it is appropriate for the site to receive fill from this project and the applicable forms including within OPSS.MUNI 180. The contractor shall assume all earth within the construction limits complies with Table 1 or Table 2/2.1 RPI. A chemical analysis report will be provided to the successful contractor.

SP13.4 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is linear metres of ditches excavated.

Disposal of excess earth not complying with Table 1 or Table 2/2.1 RPI will be measured and paid in accordance with the appropriate provisional disposal item.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work.

SP14 ITEMS 1.17, 2.13, 3.10 & 3.11 GRANULAR B, TYPE II

The Contractor shall perform the work in accordance with the items detailed below.

SP14.1 Scope of Work

- Supply, place and fine grade the specified depth of Granular B Type II and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract drawings and/or as directed by the Contract Administrator.
- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Granular B that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular B that is frozen shall not be placed in any location where Granular B is specified.

- Prepare and proof roll Granular B to the satisfaction of the Contract Administrator prior to placement of any Granular A.
- Granular B material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

SP14.2 Specifications

OPSS.MUNI 314 and 1010

SP14.3 Submittals

Contractor to submit gradation and proctor testing results from the third-party geotechnical consultant prior to construction.

Contractor to submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances, prior to the placement of Granular A.

Contractor to submit compaction test results from the third party geotechnical consultant no later than 24 hours after placement and compaction is completed.

Granular weigh scale receipts for each truckload supplied to the site are to be provided to the Contract Administrator daily.

SP14.4 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as verified by weight tickets accepted by the Contract Administrator on a daily basis.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

SP15 ITEMS 1.18 & 2.14 - GRANULAR A

The Contractor shall perform the work in accordance with the items detailed below.

SP15.1 Scope of Work

- Supply, place and fine grade the specified depth of Granular A and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract drawings and/or as directed by the Contract Administrator.

- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Granular A that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular A that is frozen shall not be placed in any location where Granular A is specified.
- Preparing and proof rolling of Granular A to the satisfaction of the Contract Administrator prior to placement of asphalt or surface treatment.
- Granular A material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

SP15.2 Specifications

OPSS.MUNI 314 and 1010

SP15.3 Submittals

Contractor to submit gradation and proctor testing results from the third-party geotechnical consultant prior to construction.

Contractor to submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances, prior to the placement of Granular A.

Contractor to submit compaction test results from the third party geotechnical consultant no later than 24 hours after placement and compaction is completed.

Granular weigh scale receipts for each truckload supplied to the site are to be provided to the Contract Administrator daily.

SP15.4 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as verified by weight tickets accepted by the Contract Administrator on a daily basis.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

SP16 ITEMS 1.19 & 2.15 - DOUBLE SURFACE TREATMENT

The Contractor shall perform the work in accordance with the items detailed below.

SP16.1 Scope of Work:

- Preparing, final grading, compacting and proof rolling Granular 'A' to the satisfaction of the Engineer immediately prior to the application of the bituminous binder.
- Supply and place high float emulsified asphalt [HF-150S] binder application and class 2 aggregates for both applications as directed by the Contract Administrator.
- Contractor to submit aggregate gradation and proctor testing results from the third-party geotechnical consultant prior to construction.
- Aggregate sampling and testing frequencies to be in accordance with OPSS.MUNI 1006 and Appendix 1006-B.
- Class 2 aggregate shall be crushed granite.
- The aggregate application rate shall be between 20-24 kg/m² and the binder application rate shall be between 1.65 kg/m² for the initial application.
- The aggregate application rate shall be between 20-24 kg/m² and the binder application rate shall be between 1.50 kg/m² for the second application.
- The Contractor shall conduct field sampling at the start of each day to determine the binder application rates and if two distributors will be used, the binder application rate for both distributors shall be determined at this time for both the first and second treatment applications.
- Surface treatment that becomes contaminated due to Contractor's activity, shall be removed and replaced at no extra cost to the Contract.
- Surface treatment that settles in excess of 20 mm, shall be removed and replaced at no extra cost to the Contract.

SP16.2 Specifications

OPSS.MUNI 304;

SP16.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement. The unit of measurement is square metres of completed double surface treatment.

Payment at the Contract unit price shall full compensation for all labour, equipment and material to do the work.

SP17 ITEM 1.20 - ASPHALT - 50 MM - HL-4 (ROADS)

The Contractor shall perform the work in accordance with the items detailed below.

SP17.1 Scope of Work

- Preparing, finish grading and proof rolling of Granular 'A' to the satisfaction of the Contract Administrator prior to placement of base course asphalt.
- Supply, place and compact HL4 asphalt as specified in OPSS.MUNI 310 Table 10 as or as directed by the Contract Administrator to a minimum compacted thickness of 50 mm.
- Performance Graded Asphalt Cement shall be 58 - 34 in accordance with Appendix Table A OPSS 1101 - Grade Selection for Ontario.
- At match points with existing asphalt roadways or driveways, saw cut to accommodate 300 mm wide by 40mm deep transverse lap joint where existing asphalt is thicker than 75mm. Where existing asphalt is less than 75mm thickness, butt joint to match existing asphalt or as directed by the Contract Administrator. All longitudinal joints shall be butt joints.
- All faces of existing asphalt shall receive an application of tack coat prior to laying of asphalt.
- Asphalt that becomes contaminated due to Contractor's activity, shall be removed and replaced at no extra cost to the Contract.
- Asphalt that settles in excess of 20 mm, shall be removed and replaced at no extra cost to the Contract.
- Contractor to provide mix design 2 weeks prior to placement of asphalt for review by the Contract Administrator.

SP17.2 Specifications

OPSS 310, OPSS.MUNI 1103 and OPSS.MUNI 1150.

SP17.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement and the unit of measurement is tonnes.

There shall be no adjustment in payment for changes in the MTO Performance Graded Asphalt Cement (PGAC) Price Index.

Payment at the Contract unit price shall full compensation for all labour, equipment and material to do the work.

SP18 ITEM 1.21 - ASPHALT GUTTER

The Contractor shall perform the work in accordance with the items detailed below.

SP18.1 Scope of Work:

- Supply and install asphalt gutter as per OPSD 601.010 at locations identified on the drawings or in the field by the Contract Administrator.
- Supply, placement, grading and shaping of 150mm quarried Granular 'A' bedding for asphalt gutter compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), supply and placement of asphalt to construct gutter.
- Supply, placement and compaction of HL4 asphalt to form gutter.

SP18.2 Specifications

OPSS.MUNI 310, OPSS 314 and OPSS.MUNI 1010.

SP18.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement and the unit of measurement is linear metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

No separate payment for supply of asphalt for this work will be considered.

SP19 ITEM 1.22 - ASPHALT GUTTER OUTLET

The Contractor shall perform the work in accordance with the items detailed below.

SP19.1 Scope of Work:

- Supply and install asphalt gutter as per OPSD 605.020 at locations identified on the drawings or as directed by the Contract Administrator.
- Scope of work shall include supply, placement, grading and shaping of 150mm quarried Granular 'A' bedding for asphalt gutter compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), supply and placement of asphalt to construct gutter outlet.
- Supply, placement and compaction of HL4 asphalt to form gutter outlet.

SP19.2 Specifications

OPSS.MUNI 310, OPSS 314 and OPSS.MUNI 1010.

SP19.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement and the unit of measurement is by each.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

No separate payment for supply of asphalt for this work will be considered.

SP20 ITEMS 1.23 & 2.16 - DRIVEWAY RESTORATION - GRAVEL DRIVEWAYS

The Contractor shall perform the work in accordance with the items detailed below.

SP20.1 Scope of Work:

- Preparing and proof rolling of base to the satisfaction of the Contract Administrator prior to placement of any granular surface.
- Supply, place, fine grade and compact minimum of 75 mm quarried granite Granular 'A' to 100% of the material's Standard Proctor Maximum Dry Density (SPMDD) to match driveways into paved roadway or as directed by the Contract Administrator.
- Any driveway surface that settles in excess of 20 mm, shall be removed and replaced at no extra cost.

SP20.2 Specifications

DMSP, OPSS.MUNI 310.

SP20.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement and the unit of measurement is square metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and materials to do the work.

SP21 ITEMS 1.24 AND 2.17 - DRIVEWAY RESTORATION - ASPHALT DRIVEWAYS

The Contractor shall perform the work in accordance with the items detailed below.

SP21.1 Scope of Work:

- Preparing and proof rolling of base to the satisfaction of the Contract Administrator prior to placement of any granular surface.

- Supply, place, fine grade and compact minimum of 150 mm quarried granite Granular 'A' to 100% of the material's Standard Proctor Maximum Dry Density (SPMDD) to match driveways into paved roadway or as directed by the Contract Administrator.
- Supply, place and compact 50 mm HL-4 asphalt to 97% of the material's Marshall Bulk Density (MDB) over the Granular 'A' to match driveways into the paved roadway or as directed by the Contract Administrator.
- Any driveway surface that settles in excess of 20 mm, shall be removed and replaced at no extra cost.

SP21.2 Specifications

OPSS.MUNI 310 and 311.

SP21.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement and the unit of measurement is square metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and materials to do the work.

SP22 ITEMS 1.25, 1.26, 2.18, 2.19, 3.12 & 3.13 - EXTRA/OVER FOR DISPOSAL OF EXCESS SOIL (PROVISIONAL)

The Contractor shall perform the work in accordance with the items detailed below.

SP22.1 Scope of Work

- Extra/Over cost to haul excess earth which does not comply with Table 1, 2 or 2.1 RPI and dispose offsite at a Site approved for receiving the material.

The Owners Qualified Person (QP) will coordinate and complete soil sampling of the material for chemical analysis. A copy of the Soil Chemical Analysis Report will be provided to the Contractor prior to construction.

The Contractor shall confirm the receiving property at least 2 weeks prior to removing any material from the site. The Contractor shall provide documentation that the receiving property is authorized by the applicable municipality to receive material (i.e. a Fill Permit), documentation from a Qualified Person (P.Eng. or P.Geo.) that it is appropriate for the site to receive material from this project and the applicable forms including within OPSS.MUNI 180. Contractor shall log and document all material removed from the site, including the date, time, quantity (volume), number of trucks (with specific numbering and license plate designation), driver contact information, removal location and disposal location. Logs shall

be provided to the Contract Administrator on a weekly basis and records shall be maintained by the Contractor in accordance with O.Reg 406/19.

Contractor and hauler shall document all material transportation in accordance with O.Reg. 406/19 and supply the Contract Administrator with a formal written notice of project end, summarizing the excess material logs, which will be posted to the online registry by the Municipality, who will be the Project Leader.

These items are provisional and shall only be used upon receipt of written direction from the Contract Administrator. Prior to undertaking disposal of any material, the Contractor shall review the findings with the Contract administrator and confirm quantities and locations of the material to be disposed of.

The Contractor shall be solely responsible for all requirements to ensure acceptance of material by the receiving property.

SP22.2 Specifications

OPSS.MUNI 180, OPSS.MUNI 206 and OPSS.MUNI 510 and the Ministry of the Environment, Conservation and Parks Rules For Excess Soil Management, O.Reg. 406/19.

SP22.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement. The unit of measurement is tonnes.

Payment at the Contract unit price shall be full compensation for all labour, equipment, materials, site disposal fees, and other miscellaneous related costs necessary to complete the work as specified herein.

**Appendix A:
Ontario Provincial Standards
General Conditions of Contract
(Nov 2019)**