



CORPORATION OF THE TOWN OF MATTAWA

**TENDER FOR THE CONSTRUCTION OF
TURCOTTE PARK ROAD SIDEWALK**

PROJECT NO. 2021-05

JUNE 2021

CORPORATION OF THE TOWN OF MATTAWA

**TENDER FOR THE CONSTRUCTION OF
TURCOTTE PARK ROAD SIDEWALK**

TOWN PROJECT NO. 2021-05

JUNE 2021

Mr. Rob Sapinski, P. Eng.
Jp2g Consultants Inc.
Engineers • Planners • Project Managers
12 International Drive
Pembroke, Ontario K8A 6W5
Telephone: (613) 735-2507

Ms. Francine Desormeau
Chief Administrative Officer/Treasurer
Town of Mattawa
160 Water Street, P.O. Box 390
Mattawa, Ontario P0H 1V0
Telephone: (705) 744-5611, Ext. 204

CORPORATION OF THE TOWN OF MATTAWA

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TOWN PROJECT NO. 2021-05

BIDDER'S CHECK LIST

(to be enclosed in the Tender envelope)

BEFORE SEALING THE ENVELOPE, PLEASE CHECK THAT THE FOLLOWING HAS BEEN DONE:

1. (a) Has your tender been signed?
(b) Has your seal been affixed?
2. Have you enclosed the required Tender Deposit?
3. Have you enclosed an Agreement to Bond signed and sealed by proposed surety?
4. Have you enclosed the COMPLETE Form of Tender?
5. Have you enclosed the Preliminary Schedule of Work?
6. All Addenda issued should be signed and included in your tender submission.

NOTES:

- (i) Your Tender will be informal and may be disqualified if ANY of the foregoing points have not been complied with.
- (ii) Make sure that you seal the tender envelope and clearly mark it as to its contents.



CORPORATION OF THE TOWN OF MATTAWA

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TURCOTTE PARK ROAD SIDEWALK**

TOWN PROJECT NO. 2021-05

Sealed tenders, plainly marked as to contents, will be received by Francine Desormeau, Chief Administrative Officer/Treasurer, Town of Mattawa Municipal Office, 160 Water Street until:

2:00 PM, LOCAL TIME FRIDAY, JULY 9, 2021

for the construction of Turcotte Park Road Sidewalk from 160 m west of Mattawan Street easterly 235 m including concrete sidewalk, grading, hot mix paving, concrete curb and gutter, storm sewer improvements and landscaping.

Complete tender documents may be obtained after 8:30 AM on Tuesday, June 29th at the Town of Mattawa Municipal Office, 160 Water Street on payment of a non-refundable deposit of \$50.00 per set. Cheques should be made payable to the Corporation of the Town of Mattawa. An electronic copy of the Tender can be provided by via email with no charge upon request.

Tenders will be opened at The Corporation of the Town of Mattawa Municipal Office, 160 Water Street Mattawa, Ontario on July 9, 2021 at 3:00 PM.

The successful Bidder will be required to file with the Owner the specified bonds and insurance within ten (10) days of being awarded the Contract.

The lowest or any tender will not necessarily be accepted.

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TENDER AND BONDING INFORMATION

1. Project Description

Construction of Turcotte Park Road Sidewalk from 160 m west of Mattawan Street easterly 235 m including concrete sidewalk, grading, hot mix paving, concrete curb and gutter, storm sewer improvements and landscaping.

2. Tender Closing Date

Tenders for the “Construction of Turcotte Park Road Sidewalk (235 meters)” will be received until:

2:00 PM, LOCAL TIME FRIDAY, JULY 9, 2021

Bidders are solely responsible for ensuring that their Tender is received and time stamped before the date and time stated above. Receipt of each Tender will be confirmed by the Owner’s time clock stamp. No other time clock stamp will be considered valid. The Owner will not be responsible for any Tender received or time stamped after the stated closing time and will not consider any such Tender.

3. Tender Closing Location

SEALED TENDERS must be received in a sealed envelope, identifying the Bidder’s name and CLEARLY marked “Tender for the Construction of Turcotte Park Road Sidewalk” and will be addressed to:

Ms. Francine Desormeau
Chief Administrative Officer/Treasurer
Town of Mattawa
160 Water Street, P.O. Box 390
Mattawa, Ontario P0H 1V0

The Owner will not be responsible for any lost Tenders or for those Tenders that are not delivered to the proper location.

4. Contact Person

Jp2g Consultants Inc. are the official and sole distributor of this RFT and any addenda. If a Bidder obtains this tender document by means other than through Jp2g, the accuracy of the tender documents and receipt of any addenda is the sole responsibility of the Bidder. It is the responsibility of the Bidder to regularly check with the distributor of this RFT for any addenda that may be issued prior to the closing date/time.

All inquiries must be **in writing only** to the distributor of this RFT by email to:

Mr. Rob Sapinski, P. Eng.
Email: sapinski@jp2g.com

TENDER AND BONDING INFORMATION

Enquiries will be received until 5:00 P.M. four (4) business days preceding the tender closing. All responses to enquiries will be made by the distributor of the RFT by 5:00 P.M. two (2) business days preceding the tender closing.

The distributor of the RFT will respond to all Proponents as may be necessary and appropriate. No other representative from the Owner or Contract Administrator is to be contacted for clarification on any aspect of this tender.

No oral interpretation must be effective to modify any of the provisions of the Contract Documents.

5. Tender Deposit

Each tender must be accompanied by a **certified cheque, money order, bank draft or bid bond** payable to the Municipality, equal to or greater than the amount of \$20,000.00 and must be enclosed in the same envelope as the tender.

6. Agreement to Bond

Each tender must be accompanied by the attached Agreement to Bond Form or acceptable equivalent completed by the Bonding Company.

7. Schedule Submission

The Contractor will submit, at the time of tending, the Contractor's Preliminary Schedule of Work. The Contractor's Preliminary Schedule of Work will provide for, at a minimum, a simple bar chart of activities of major headings or working items derived from the Form of Tender.

8. Performance & Labour and Material Payment Bonds

When the Contract Agreement is signed, the successful Bidder must furnish a Performance Bond for 100% of the tender amount and a Labour and Material Payment Bond for 50% of the Tender amount. Both bonds to be issued by a bonding company. The Labour and Material Bond must be as per Form 31, Labour and Material Payment Bond under Section 85.1 of the Construction Act. The Performance Bond must be as per Form 32, Performance Bond under Section 85.1 of the Construction Act.

9. Tender Form and Signing Authority

Tenders must be submitted on the Tender Form supplied and must be properly signed and witnessed or signed and sealed if the Bidder is a Corporation.

10. Tender Alteration

The Tender Form must be legible, and all items must be bid. Tenders which are incomplete, unbalanced, conditional, or obscure, or contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void. Tenders submitted by facsimile or email will not be accepted.

TENDER AND BONDING INFORMATION

11. Tender Deposit Forfeiture

The tender deposit of the Bidder whose tender is accepted must be forfeited by the Tenderer should they fail to execute the agreement and provide the required bonds and insurance certificate within ten (10) days after receiving written notice from the Owner of the award of the Contract.

12. Tender Deposit Returns

When copies of the executed Contract are returned and found acceptable, the tender deposits of the successful Bidder and the second low Bidder must be returned. The tender deposits of the remaining unsuccessful Bidders will be returned within ten days of the opening of tenders.

13. Document Discrepancies

Should a Bidder find discrepancies in, or omissions from the Drawings or Contract Documents, they should immediately notify the Contract Administrator who may send a written instruction to all Bidders.

14. Tender Acceptance

The Municipality/Owner reserves the right to return unopened any or all tenders. The lowest or any tender will not necessarily be accepted by the Owner. Only Tenders that have been submitted by Bidders that have picked up a hard copy of the Tender Document Package will be accepted for bidding.

15. Contract Adjustment

The Municipality/Owner reserves the right to extend, reduce or alter the extent of the Contract should they determine it is necessary at their sole discretion.

16. Addenda

All clarifications or other instructions issued by the distributor of this during the time of tendering will be in writing by form of an Addendum and will be issued to all who have been issued with tender documents.

Tenderers may, during the tendering period, be advised by Addenda of required additions to, deletions from, or alterations to the requirements of the Tender Documents. All such changes must become an integral part of the Tender Documents and must be allowed for in arriving at the Tender Price.

Tenderers must insert, in the space provided in the Tender Form, the Addenda numbers of all Addenda received by them during the tendering period including any bound into the specifications. If no Addenda have been received, the word "None" must be inserted in the space provided.

17. Compliance

All federal, provincial and local laws and regulations now or hereafter enacted must become a part of the Contract and be complied within the performance of all portions of the work. The successful Contractor must be responsible to obtain, review, and abide by the terms and conditions of the following applicable laws including, but not limited to:

TENDER AND BONDING INFORMATION

- Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005
- Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009

The Bidder is assumed to be familiar with all such laws and regulations which, in any manner, affect those engaged or employed in the work, facilities or equipment used in the proposed work or which, in any way, affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof.

If the Bidder must discover any provisions in the specifications or Contract which is contrary to or inconsistent with any laws or regulations, he must forthwith report it to the Contract Administrator in writing, prior to the closing of the Tender.

18. Contract Award

The Tender is irrevocable and is to remain open for acceptance by the Owner for a period of forty five (45) days after the date and time set for submission of the Tender. That being said, the award of this Contract is scheduled to be considered at a July 19, 2021 meeting of Council.

19. Subsurface Information

There has not been any geotechnical investigation completed in association with the design work for this project.

20. Litigation with the Municipality

No Tender submission will be accepted from any Bidder, inclusive of its subcontractors(s), which has a claim or has instituted a legal proceeding or has threatened to claim or institute a legal proceeding against the Owner or against whom the Owner has a claim or has instituted a legal proceeding with respect to any previous Contract, without the approval of Municipal Council in its sole and unfettered discretion. This applies whether the legal proceeding is related or unrelated to the subject matter of this Tender.

21. Instructions to Bidders

Except as expressly and specifically permitted in these Tender and Bonding Information,, no bidder must have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender, and by submitting a proposal each bidder must be deemed to have agreed that it has no claim.

22. Digital Copies of CAD files

Digital CAD files are supplied to the Bidders for reference purposes. The files were created in AutoDesk Civil 3D-v2020 and it is up to the bidder to obtain the software in order to view the files. Data contained on these electronic files are part of the Consultant's instruments of service and must not be used by the Bidder or anyone else receiving this data through or from them for any purpose other than as a convenience in the preparation of tender submission for the referenced project. Any other use or reuse by the Bidder's or by others will be at the Bidder's sole risk and without liability or legal exposure to the Consultant or Municipality. The Bidder agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or

TENDER AND BONDING INFORMATION

cause of action of any nature against the Consultant, the Owner, and their officers, directors, employees, agents or sub consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, the Bidder shall, to the fullest extent permitted by law, indemnify and hold the Consultant harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defence costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard copy tender documents. The Consultant makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the hard copy tender documents prepared by the Consultant and the electronic files, the hard copy tender documents must govern. The Bidder is responsible for determining if any conflict exists. By the Bidder's use of these electronic files, the Bidder is not relieved of their duty to fully comply with the Contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other Contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, the Consultant reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

Under no circumstances must delivery of the electronic files for use by the Bidder be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event must we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

23. Subcontractors

There is no requirement to identify the subcontractors to be used on the project at the time of tender submission, however, the successful Tenderer will be required to identify them at the time of the pre-construction meeting.

24. Declaration of an Emergency – No Damages

The Tenderers acknowledge that at the time of the release of this tender, the Province of Ontario has declared an emergency pursuant to Order in Council 518/2020 (Ontario Regulation 7/21) pursuant to Section 7.0.1 of the Emergency Management and Civil Protection Act. In the event that the Canadian Federal Government or the Province of Ontario continues the state of emergency or declares a further state of emergency, the Tenderers expressly agree that the Owner is not liable to the Tenderers and the Tenderers hereby waives any claims for: changes in the work; extra work; additional work; liquidated damages; remedies pursuant to any hazardous or toxic substance or construction safety provisions of the Contract; or indirect or consequential damages including but not limited to loss of anticipated profits or opportunity and/or the cost of labour or materials or overhead arising out of, related to, or resulting from the said Order, or any future order by any government authority or government action related to the COVID-19, provided further that:

- a) if work under the Contract is stopped for a period of time by the Owner or other government authority because of the COVID-19 pandemic, then:
 - i) the Tenderer shall promptly comply with such order; and

TENDER AND BONDING INFORMATION

- ii) the Tenderers' sole remedy related to such stoppage from the Town shall be an extension to the Contract time for the period of time that the work under the Contract is stopped, except if such stoppage is the result of an act or omission of the Tenderer, in which case the Tenderer shall not be entitled to an extension of the Contract time.

Notwithstanding the foregoing, if work under the Contract is stopped for a period of time of more than forty (40) consecutive working days by the Owner or other government authority because of the COVID-19 pandemic, then the Owner may terminate this agreement on seven (7) days' written notice to the Tenderer. On the termination date situated in such a notice, the Tenderer shall discontinue the work and the Owner's sole obligation to the Tenderer shall be to pay the Tenderer for that portion of the work or services performed to the termination date; and

- b) if the Owner or other government authority restricts the hours of work at the place of work or number of workers that may attend at the place of work because of the COVID-19 pandemic, then:
 - i) the Tenderer shall promptly comply with such restrictions; and
 - ii) the Owner's sole obligation to the Tenderer shall be to extend the Contract time for the period of time that the Contract Administrator deems reasonable given the nature of the restrictions put in place because of COVID-19 except if such restrictions are issued as a result of an act or omission of the Tenderer, in which case the Tenderer shall not be entitled to an extension of the Contract time.

SCHEDULE OF PLANS, SPECIFICATIONS AND GENERAL CONDITIONS

The work specified in the Contract must be done in strict accordance with the following Plans, Specifications and General Conditions for the Town of Mattawa Turcotte Park Road Sidewalk Construction, Project No. 2021-05

a) Special Provisions:

General Items Pages SPG-1 - SPG-14
 Pages SPI-1 - SPI-20

b) Drawings:

Jp2g Project No. 2021-05
 Cover Sheet
 Removal Drawing R-01
 Plan Drawing C-01
 Details D-01

c) Ontario Provincial Standards for Roads and Public Works (OPSS's)

OPSS	Vol.	Description	Revision Date
102	7	General Specification for Weighing of Materials	Nov. 2018
180	7	General Specification for the Management and Disposal of Excess Material	Nov. 2016
201	7	Construction Specification for Clearing, Close Cut Clearing, Grubbing, and Removal of Surface and Piled Boulders	Apr. 2019
206	7	Construction Specification for Grading	Apr. 2019
310	7	Construction Specification for Hot Mixed Asphalt	Nov. 2017
311	7	Construction Specification for Asphalt Sidewalk, Driveway and Boulevard	Nov. 2018
312	7	Construction Specification for Asphalt Curb and Gutter Systems	Nov. 2018
314	7	Construction Specification for Untreated Granular, Subbase, Base, Surface Shoulder and Stockpiling	Nov. 2019
351	7	Construction Specification for Concrete Sidewalks	Nov. 2019
353	7	Construction Specification for Concrete Curb and Gutter	Nov. 2019
401	7	Construction Specification for Trenching, Backfilling and Compacting	Nov. 2018
402	7	Construction Specification for Excavating, Backfilling and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets and Valve Chambers	Nov. 2016
407	1	Construction Specification for Maintenance Hole, Catch Basin, Ditch Inlet and Valve Chamber Installation	Nov. 2020
408	1	Construction Specification for Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets and Valve Chambers	Nov. 2015
410	7	Construction Specification for Pipe Sewer Installation in Open Cut	Nov. 2018
411	1	Construction Specification for the Cleaning & Flushing of Pipe Sewers, Catchbasins, Maintenance Holes, Ditch Inlets & Oil-Grit Separators	Nov. 2020
491	7	Construction Specification for Preservation, Protection & Reconstruction of Existing Facilities	Nov. 2017
492	7	Construction Specification for Site Restoration	Nov. 2020
501	7	Construction Specification for Compacting	Nov. 2017
506	7	Construction Specification for Dust Suppressants	Nov. 2017
510	7	Construction Specification for Removal	Nov. 2018

SCHEDULE OF PLANS, SPECIFICATIONS AND GENERAL CONDITIONS

OPSS	Vol.	Description	Revision Date
511	7	Construction Specification for Rip-Rap, Rock Protection and Granular Sealing	Nov. 2019
517	7	Construction Specification for Control of Water from Dewatering Operations	Nov. 2018
518	7	Construction Specification for Dewatering for Excavation	Apr. 2017
706	7	Construction Specification Temporary Traffic Control Devices	April 2018
710	1	Construction Specification for Pavement Marking	Nov. 2010
801	7	Construction Specifications for Protection of Trees	Nov. 2019
802	7	Construction Specification for Topsoil	Nov. 2019
803	7	Construction Specification for Sodding	Apr. 2018
805	7	Construction Specification for Temporary Erosion and Sediment Control Measures	Nov. 2018
904	7	Construction Specification for Concrete Structures	Nov. 2012
1850	8	Material Specification for Frames, Grates, Covers and Grating	Nov. 2020

d) Ontario Provincial Standard Drawings for Roads and Public Works (OPSD's)

OPSD	Description	Revision Date
210.010	Tangent Shoulders, Rural	Nov. 2018
216.021	Sub-drain Pipe, Connect and Outlet, Urban Section	Nov. 2017
310.010	Concrete Sidewalk	Nov. 2019
310.020	Concrete Sidewalk, Adjacent to Curb and Gutter	Nov. 2019
310.040	Utility Isolation in Concrete Sidewalk	Nov. 2019
310.050	Concrete Sidewalk Driveway Entrance Details	Nov. 2019
400.020	Cast Iron, Square Frame with Square Flat Grate for Catch Basins, Herring Bone Openings	Nov. 2018
600.060	Concrete Semi-Mountable Curb with Standard Gutter	Nov. 2012
600.110	Concrete Barrier Curb	Nov. 2012
608.010	Method of Termination for Concrete Curb and Gutter	Nov. 2012
701.100	Frost Strap Installation	Nov. 2018
704.010	Precast Concrete Adjustment Units for Maintenance Hole and Catch Basin	Nov. 2014
705.010	Precast Concrete Catch Basin, 600 mm x 600 mm	Nov. 2019
708.020	Support for Pipe at Catch Basin or Maintenance Hole	Nov. 2016
802.010	Flexible Pipe Embedment and Backfill Earth Excavation	Nov. 2014

e) Ontario Provincial Standards for Roads and Public Works MUNI 100 OPSS MUNI General Conditions of Contract
November 2019 (Pages 1 - 59)

- NOTES:
- (1) All Contractors proposing to bid on this Contract will be required to obtain their own copies of the applicable Ontario Provincial Standards for Road & Public Works Drawings and General Conditions of Contract which will be in effect for this Contract.
 - (2) The above specification list refers to the item specification and some significant related specifications. Other specifications, including material specifications, referred to in the references of those specifications are deemed to be applicable to this Contract also.

CORPORATION OF THE TOWN OF MATTAWA

**TENDER FOR THE CONSTRUCTION OF
TURCOTTE PARK ROAD SIDEWALK**

TOWN PROJECT NO. 2021-05

FORM OF TENDER

This Tender is submitted by:

_____ Firm Name
_____ Address
_____ Telephone No.

To: The Mayor and Members of Council of the Corporation of the Town of Mattawa

1. I/WE declare that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this tender or in the Contract proposed to be taken.
2. I/WE further declare that this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that no member of the Corporation or any officer of the Municipality is or will become interested directly or indirectly as a Contractor in the performance of the Contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom.
4. I/WE further declare that the several matters stated in the said tender are in all respects true.
5. I/WE further declare that I/WE have carefully examined the locality and site of the proposed works, as well as all the Plan/Profiles, Standard Drawings, Form of Tender, Tender and Bonding Information, Specifications, Special Provisions, General Conditions and Agreement relating to the said Contract, and hereby acknowledge the same to be part and parcel of any Contract to be let for the work therein described or defined and do hereby tender and offer to enter into a Contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the tender, and all other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices set forth in the tender herein as follows:

**FORM OF TENDER
MATTAWA ONTARIO
TURCOTTE PARK ROAD SIDEWALK**

FROM 160 M WEST OF MATTAWAN STREET EASTERLY 235 M

CONTRACT NO: 2021-05

Jp2g Reference #17-1077S

ITEM No.	SPEC No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1.00 SIDEWALK CONSTRUCTION						
1.01	201, SPI-201-1	Clearing & Grubbing	l.s.	1		
1.02	206, SPI-206-1	Earth Excavation (Grading)	LS	1		
1.03	206, SPI-206-2	Rock Excavation (Grading) Using Mechanical Equipment	m ³ (P)	20		
1.04	310, SPI-310-1	Road Surface Course 50mm Depth (Hot Mix HL 4)	m ² (P)	265		
1.05	310, SPI-310-1	Road Base Course 60mm Depth (Hot Mix HL 8)	m ² (P)	180		
1.06	310	Tack Coating (Application Rate 0.2kg/m ²)	m ²	265		
1.07	314, SPI-314-1	Granular "A" Base - Road and Sidewalk	m ² (P)	720		
1.08	311, SPI-311-1	Asphalt Entrances (Hot Mix HL 4 - 40mm Depth inc.Hot Mix HL8 - 50mm Depth and 150mm Granular 'A')	m ² (P)	231		
1.09	314, SPI-314-2	Granular Entrances (150mm Granular 'A')	m ² (P)	49		
1.10	351, SPI-351-1	Concrete Sidewalk (150mm Depth)	m ² (P)	373		
1.11	353, SPI-353-1	Concrete Curbs - All Types	m(P)	176		
1.12	408	Adjust Water Valves	ea(P)	3		
1.13	510, SPI-510-1	Removal of Asphalt (Full Depth) inc. Entrances	m ² (P)	626		
1.14	510, SPI-510-1	Removal of Asphalt Partial Depth (40mm)	m ² (P)	91		
1.15	510	Removal of Concrete Sidewalk (All Types)	m ² (P)	15		
1.16	510	Removal of Concrete Curb (All Types)	m (P)	28		
1.17	511, SPI-511-1	Rip Rap inc. Geotextile	m ² (P)	46		
1.18	710, SPI-710-1	Pavement Markings (solid white edge line)	l.s.	1		
1.19	802, SPI-802-1	Topsoil - Imported (150mm Depth)	m ² (P)	665		
1.20	803 SPI-803-1	Nursery Sod	m ² (P)	665		
1.21	904, SPI-904-1	1650mm X 1200mm Sidewalk Grate c/w Adjacent Reinforced Concrete Sidewalk	l.s.	1		
SP - Special Provisional Item, PROV - Provisional Item, (P) - Plan Quantity						
1.00 - SUBTOTAL						

ITEM No.	SPEC No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
2.00 STORM SEWERS AND APPURTENANCES						
2.01	407, SPI-407-1	Single Catch Basin (OPSD 705.010) (inc. Frames & Grate)	ea.(P)	1		
2.02	407, SPI-407-2	Supply and Install Drywells (S-1)	ea (P)	1		
2.03	410, SPI-410-2	Locate and Connect to Existing Storm Sewer	ea (P)	1		
2.04	410, SPI-410-1	300mmØ Storm Sewer (PVC SDR-35)	m(P)	6.5		
2.05	410, SPI-410-1	600mmØ Storm Sewer inc 45° Bend (PVC DR-35)	m(P)	2		
SP - Special Provisional Item, PROV - Provisional Item, (P) - Plan Quantity						
2.00 - SUBTOTAL						

ITEM No.	SPEC No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
3.00 GENERAL ITEMS						
3.01	SP-GEN	Bonding and Insurance	l.s.	1		
3.02	SP-GEN	Pre-Condition Survey	l.s.	1		
3.03	706, SPI-TCP	Traffic Control Plan	l.s.	1		
3.04	SPI-SPCP	Construction Site Pedestrian Control Plan	l.s.	1		
3.05	805, SPI-805-1	Environmental Protection	l.s.	1		
SP - Special Provisional Item, PROV - Provisional Item, (P) - Plan Quantity						
3.00 - SUBTOTAL						

ITEM No.	SPEC No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
4.00 PROVISIONAL ITEMS						
4.01	SP-GEN, PROV	Hourly Rate - Foreman	hr.	10		
4.02	SP-GEN, PROV	Hourly Rate - Operator	hr.	10		
4.03	SP-GEN, PROV	Hourly Rate - Truck Driver	hr.	10		
4.04	SP-GEN, PROV	Hourly Rate - Pipe Layer	hr.	10		
4.05	SP-GEN, PROV	Hourly Rate - Labourer	hr.	10		
4.06	314, PROV	Select Subgrade Material (SSM) Borrow	t	150		
4.07	506, PROV	Dust Suppressants - Calcium Chloride Flake	kg	500		
4.08	401, SPI-401-1, PROV	Trench Subgrade Stabilization inc. Sub-Excavation + 300mm depth of 50mm Clear Stone Wrapped in Filter Cloth	m ³ (P)	5		
4.09	401, SPI-401-2, PROV	Trench Subgrade Stabilization inc. Sub-Excavation + 300mm Granular 'B' Type III	m ³ (P)	5		
SP - Special Provisional Item, PROV - Provisional Item, (P) - Plan Quantity						
4.00 - SUBTOTAL						

FORM OF TENDER
MATTAWA ONTARIO
TURCOTTE PARK ROAD SIDEWALK

CONTRACT NO: 2021-05

TENDER SUMMARY

SECTION	DESCRIPTION	TOTAL AMOUNT
1.00	SIDEWALK CONSTRUCTION	
2.00	STORM SEWERS AND APPURTENANCES	
3.00	GENERAL ITEMS	
4.00	PROVISIONAL ITEMS	
	SUB-TOTAL	
	HST 13%	
	TOTAL TENDERED AMOUNT	

Note: The Contractor agrees that they are not entitled to payment of Provisional Items except for additional work carried out by the Contractor in accordance with the Contract as directed by the Contract Administrator in writing and only to the extent of such additional work.

6. I/WE agree that this offer is to continue open to acceptance until the formal Contract is executed by the successful tenderer for the said work or until 45 calendar days after said opening, whichever event first occurs; and that the Municipality/Owner may, at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.
7. Attached to this Tender is a certified cheque, money order, bank draft or bid bond in the amount specified in the "Tender and Bonding Information" made payable to the Municipality/Owner, the proceeds of which shall, upon acceptance of this Tender, constitute a deposit which must be forfeited to the Corporation if I/WE fail to file with the Corporation the completed Bonds specified in the "Tender and Bonding Information" and an executed Contract Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this Tender by the Corporation.
8. I/WE hereby agree that notification of acceptance of this Tender must be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance must be deemed to have been made on the date of the mailing of such notification.
9. I/WE hereby agree that the work specified in the Contract will be performed in strict accordance with the Plan/Profiles, Standard Drawings, Specifications, Special Provisions and General Conditions.

Name of Contractor

Witness or Seal

PER: _____
Signature of Contractor

Dated at _____ this _____ day of _____ 2021

AGREEMENT TO BOND

WE, the undersigned, hereby agree to become bound as Surety for

(Contractor's Name and Address)

in a Bond totalling One Hundred Percent (100%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein and a Bond totalling Fifty Percent (50%) of the Contract amount for the faithful payment of labour and materials related to the Contract if the tender for the

Town of Mattawa
Turcotte Park Road Sidewalk
Project No. 2021-05

is accepted by the Municipality/Owner.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the Bonds must be completed with the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement will be null and void.

Dated this _____ day of _____ 2021

COMPANY SEAL

Name of Bonding Company

Signature of Authorized Person
Signing for Company

Position

(Equivalent Agreement to Bond form from the Bonding Company is acceptable if this form is not used.)

FT-7

ADDENDA

I/We hereby acknowledge receipt of Addendum No. ____ to ____* inclusive and confirm that the tender prices provide for the revisions as described in the addenda.

* The Tenderer must insert above the numbers of the Addenda received by them during the tendering period and taken into account by him preparing the Tender.

This is the 7th page of 7 pages to be submitted as the Form of Tender.

CORPORATION OF THE TOWN OF MATTAWA

**TENDER FOR THE CONSTRUCTION OF
TURCOTTE PARK ROAD SIDEWALK**

TOWN PROJECT NO. 2021-05

CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 2021

between: _____ of the
_____ in the
County of _____, Province of _____

Hereinafter called the "Contractor"
THE PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF MATTAWA
Hereinafter called "The Corporation"
THE PARTY OF THE SECOND PART

WITNESSETH, That the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Contract Administrator, to do all the work as described hereafter, furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the Plans, Specifications and Tender herefore, which are identified and acknowledged in the Schedule of Plans, Specifications and General Conditions attached to the Tender document and all of which are to be completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS:

CONSTRUCTION OF TURCOTTE PARK ROAD SIDEWALK
which includes concrete sidewalk, grading, hot mix paving, concrete curb and gutter, storm sewer improvements and landscaping.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Special Provisions – General entitled "Project Schedule & Liquidated Damages".

The Contractor agrees that any monies due the Corporation as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay the Contractor for all work done, based on the unit prices of the Tender.

This Agreement must inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Acceptance of the Contractor's offer by the Corporation and execution of this Agreement by the Contractor must constitute a legally binding agreement between both parties.

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

Signature of Contractor Witness
and position held
or Corporation Seal

Signature of Contractor

Town of Mattawa

Seal of the Municipal Corporation

Signature of designated Municipal Officer
and position held

Signature of designated Municipal Officer
and position held

SPECIAL PROVISIONS – GENERAL

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1. **OWNER DEFINED**

Any reference to “Owner(s)” or “Municipality” or “Corporation” or “City” or “Town” shall, for the purposes of this Contract, be deemed to refer to the Corporation of the Town of Mattawa.

2. **CONTRACT ADMINISTRATOR DEFINED**

Any reference to “Contract Administrator” shall, for the purposes of this Contract, be deemed to refer to Jp2g Consultants Inc.

3. **LAYOUT BY CONTRACTOR**

The Contractor is to complete layout for the project as per OPS General Conditions of Contract Subsection GC 7.02. Contractor must provide layout for Contract Administrator, using 50mm x 50mm x 600mm wood stakes, with station offsets for road layout at 20m intervals on tangent sections and 10m intervals on curves. Contractor will also provide layout on all structures, including but not limited to manholes, catchbasins, headwalls, valves, hydrants, lot services, etc. All horizontal layout will be accompanied by vertical control published and provided to the Contract Administrator

4. **PAYMENTS**

Subsection GC 8.02.04.01.02 of OPSS.MUNI 100 [Nov. 2019] is amended by the addition of the following:

A Proper Invoice shall include;

- a) the quantity of work performed this period, and the quantity of work performed to date;
- b) the value of work performed this period, and the value of the work performed to date.

The Contractor shall provide a duly filled STAT DEC “Statutory Declaration of Progress Payment Distribution by Contractor” (Form CCDC 9A – 2018) for second and subsequent progress payments as requested by the Contract Administrator.

5. **HARMONIZED SALES TAX (HST)**

Tenderers must include any amounts for the Harmonized Sales Tax (HST) as a separate item in the Form of Tender.

The Contractor will be responsible for paying all applicable amounts for the Harmonized Sales Tax (HST) to its subcontractors, suppliers and all other parties which provide either goods or services to the Contractor.

6. **SUPPLY OF MATERIAL**

Pursuant to Section 5.0 Material of the OPSS MUNI General Conditions of Contract, all materials required for this Contract are to be supplied by the Contractor.

7. **MANAGEMENT AND DISPOSAL OF EXCESS MATERIAL**

All excess material from the project will become the sole responsibility of the Contractor to dispose of.

In accordance with OPSS.MUNI 180 General Specification for the Management of Excess Materials all material excess to the requirements of the Contract must be disposed of outside the Contract limits.

The following forms are to be completed and filed with the Contract Administrator as specified in OPSS.MUNI 180, Subsection 180.04.01 Submission Requirements.

1. Site Selection Notification for Stockpiling Materials Managed Through Reuse
2. Site Selection Notification for Management as Disposable Fill
3. Property Owner's Release
4. Subject Waste Classification
5. Waste Quantity Report

8. **DUST AND NOISE SUPPRESSION**

The Contractor must take such steps as may be required to prevent dust nuisance resulting from the Contractor's operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway or access to properties within or through the work site.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type must be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

The cost of all such preventative measures will be borne by the Contractor including reshaping the roadway and water for dust suppression.

The cost of such quantities of calcium chloride solid as authorized by the Contract Administrator to restrict dust to acceptable levels within the contract limits, will be paid for by the Owner at the Contract price for the appropriate tender item for Calcium Chloride Solid, conforming to OPSS.MUNI 506 Construction Specifications for Dust Suppressants.

If there is no separate item for calcium chloride solid in the Tender Form, calcium chloride solid must be applied as directed by the Contract Administrator with the cost also borne by the Contractor and carried in the appropriate tender item.

To control construction noise, the Contractor shall ensure that construction equipment is maintained in good operating condition so as to prevent unnecessary noise. This shall include, but not be restricted to, effective muffler systems, properly secured components and lubrication of moving parts.

Idling of equipment shall be restricted to the minimum necessary to perform the specified work.

9. **ADMINISTRATION OF PITS AND QUARRIES**

The Contractor must ensure that all pits and quarries operated for extraction of aggregate, earth or rock borrow are operated in accordance with current legislation. On request the Contractor must provide the Contract Administrator with a copy of all permits, approvals and agreements. The cost of complying with legislative requirements must be deemed to be included in the prices bid for the various items and no additional payment will be made.

10. **WORKING HOURS**

The Contractor must comply with the Municipal by-laws regulating hours of work in the Municipality. The Owner reserves the right to charge the Contractor any and all costs associated with work outside of the Municipality's standard working hours for those staff affected, which may differ from Municipal by-law regulated hours of work.

The Contractor must not work on statutory holidays recognized by the Municipality (i.e. holidays that the Municipal employees do not work) unless special permission is granted by the Contract Administrator, which must not be unreasonably withheld.

No Saturday or Sunday work will be permitted except with written permission of the Contract Administrator. The Contractor must provide any request for weekend work by 5pm on the preceding Wednesday. The Owner reserves the right to charge the Contractor any premium costs associated with the Contract Administrator's fees for field review during these days.

Should the Contract Administrator be required to remain on site beyond the normal hours of work, in the event of emergency repairs caused by the Contractor's action, the Owner reserves the right to charge the Contractor for any premium cost associated with the Contract Administrator's fee for field review of the emergency repair work.

11. **CONTRACTOR'S REPRESENTATIVE**

The Contractor's site representative must be a competent, English speaking Superintendent or Foreman, fully authorized to act for the Contractor and capable of coordinating the operation in an orderly and progressive manner. The Contractor's representative's primary role/responsibility will be coordinating and supervising the work. At no time will the Contractor's representative operate equipment or perform labour work to install the works. The Supervisor or Supervisor Designate will be in attendance at all times at the core work activity site during core work activities. Failure to comply may result in a "Stop Work" order being issued at the Contract Administrators sole discretion.

The Contractor's site representative must maintain on the construction site at all times at least one complete set of Contract Drawings and Contract Documents including copies of all referenced OPSS and OPSD documents.

The site representative must be capable of reading and interpreting the documentation and must ensure that all work is in conformance with the Contract documents and drawings.

12. **PROTECTION OF PUBLIC TRAFFIC**

The Contractor is to schedule his operation in such a manner as to cause the least interference to vehicular and pedestrian traffic. Pedestrian and vehicular traffic must be maintained for the duration of construction unless otherwise approved by the Contract Administrator.

Traffic Management Plan

The Contractor must provide a traffic management plan to the Contract Administrator ten (10) days prior to the start of construction showing proposed traffic controls at various stages of his operations.

Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment must not travel, work or stop within 4 m of a lane carrying traffic except where construction operations necessitates the working area be less than 4 m from traffic in which case the Contractor must erect delineators along the edge of the travelled lane, in accordance with GC 7.06 Maintaining Roadways and Detours, of the OPSS.MUNI General Conditions of Contract. In no case will the distance between traffic and working area be less than 1.5 m.

Open Excavations

The Contractor must schedule his work so that there will be no open excavation adjacent to or crossing a lane carrying traffic overnight and on non-working days. Excavations within 4 m of lanes carrying traffic must be backfilled with the specified material up to profile grade and compacted prior to closing down operations or protected with concrete barriers and delineations to the satisfaction of the Contract Administrator.

Traffic Signing

The Contractor will supply and maintain signs, delineators, barricades, flashing lights to mark approaches to the work site to the satisfaction of the Contract Administrator. All traffic control signs and associated operations must conform to the requirements set out in the Ontario Traffic Manual Book 7 Temporary Conditions January 2014. Traffic diary of signage to be maintained in accordance with OTM Book 7 Temporary Condition 2014 Section 4.3 Inspection and Documentation.

Site Maintenance

The construction site must be maintained in a satisfactory condition. The Contract Administrator may direct that the construction site be graded a minimum of once daily including weekends. Additional grading may be required during inclement weather or heavy traffic conditions.

Location and Storage of Materials and Equipment

Materials must not be stored within 4 m of the travelled portion of any roadway. Equipment must not be stored within 4 m of the travelled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard.

Unlicensed Construction Vehicles

Unlicensed construction vehicles will not be permitted outside of the project reconstruction limits unless approved by the Contract Administrator.

13. **UNPLANNED INTERRUPTION TO EXISTING UTILITIES**

Should the Contractor's operations cause an unplanned disruption to any utility servicing, including but not limited to electrical or water shutdowns, the Contractor may be responsible for the loss of revenue to impacted businesses.

14. **UNDERGROUND UTILITIES**

The location of underground utilities shown on the Contract Drawings are based on the information provided to the Contract Administrator. It is, however, the Contractor's responsibility to contact the Municipal Authorities or Utility Companies for further information in regard to the exact location of these utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

Prior to construction, the Contractor must excavate such test pits as may be required to accurately locate all existing sewers, watermains and other underground utilities which may cross or be in conflict with the proposed underground works within this Contract to permit the Contract Administrator to determine and implement any required adjustments due to grade conflicts. The

Contractor must have no claim against the Owner for any delays or costs to replace underground works already installed which may result from failure to accurately locate any underground facility as requested in advance.

No responsibilities will be assumed by the Owner for the correctness or completeness of the plans with respect to the existing utilities, pipes, catch basins, chambers, or other objects, either underground or on the surface, and should the plots of such be found incorrect or incomplete, the Contractor must have no claim on this account. The Owner does not insure the accuracy of such information and the Contractor must not make any claim against the Owner for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part.

15. **UNDERGROUND GAS UTILITY**

Prior to construction the Contractor must excavate such test pits as required to accurately locate the existing gas utility location within the Contract limits to permit the Contract Administrator to determine and implement any required adjustments. All costs associated with locating the existing gas utility will be borne by the Contractor. The Owner does not insure the accuracy of such information and the Contractor will not make any claim against the Owner for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part.

16. **OVERHEAD UTILITIES**

The Contractor must protect all utility poles and lines in accordance with the Utility company requirements. Payment for protection, temporary bracing, standby and associated work will be deemed to be included in the Contract price for the item associated with the protection requirement.

17. **ROAD AUTHORITY/MUNICIPAL/BUSINESS SIGNS**

The Contractor must carefully remove and satisfactorily replace all route marker, business advertising, pedestrian and other identification and traffic signs which must be removed in order to carry out the work. The Contractor is to co-ordinate with the Contract Administrator to verify relocation points.

All legal traffic signs must be maintained. If they are to be moved, the local road authority must be consulted and approve.

All costs associated with the removal, protection and relocation of signs will be deemed to be included in the Contract price for the items associated with this requirement.

18. **CONTRACTOR'S WORK AND STORAGE AREAS**

The Contractor must make all necessary arrangements for his own work and storage areas at or near the site.

19. **WARRANTY PERIOD**

The Contractor will be responsible for the warranty of the Work for a 12-month period in accordance with OPSS.MUNI 100 GC 7.16 Warranty

In order to ensure that any defects or deficiencies in the Work are repaired in a timely manner a Maintenance Guarantee will be held by the Owner for the duration of the warranty period. Any observed major defects or deficiencies, as determined by the Contract Administrator, must be rectified within 30 calendar days of the Contractor receiving such notification. If the Contractor fails to meet this timeline, the Owner has the right to repair the defects or deficiencies with all costs

associated with undertaking the repair deducted from the amount of Maintenance Guarantee currently being held.

Maintenance Guarantee

The following Maintenance Guarantee will apply to this Contract:

Two (2.0) percent of the Final Contract Value (Including H.S.T.) for the Warranty Period will be held by the Owner as security for any defects or deficiencies that arise.

The applicable amount of Maintenance Guarantee will be deducted off of each invoice based on the amount of work completed within the invoice period.

The Maintenance Guarantee will be released at the end of the Warranty Period subject to no outstanding defects or deficiencies.

20. **TREE PROTECTION**

Protection from the Contractor's operations of trees not designated for removal must be ensured by, but not restricted to the following:

The Contractor must ensure that his operations do not cause flooding or sediment deposition on areas where trees not designated for removal are located.

Unless the Contract requires work within the dripline of trees not designated for removal, equipment must not be operated within that dripline area. When the Contract requires work within the dripline of trees not designated for removal, operation of equipment within that dripline area must be kept to the minimum necessary to perform the work required.

Equipment and vehicles must not be parked, repaired or refuelled, nor must construction materials be stored, or earth materials be stockpiled within the dripline areas of any tree not designated for removal.

The dripline of a tree must be considered to be the ground surface directly beneath the tips of its outmost branches.

21. **CONTRACT ADMINISTRATOR'S FIELD OFFICE – NOT APPLICABLE**

22. **WORK PERMITS**

The Contractor is responsible for obtaining the work permit(s) from the Town of Mattawa. All costs associated with obtaining any and all permits shall be deemed to be included in the Contract price for items associated with this requirement.

23. **CONTRACT LIMITS**

The Owner reserves the right to reduce or extend the limits of this Contract, should the Owner determine it is necessary at their sole discretion and to coincide with the funds available.

Any change in the Contract limits or extent of the work must be considered as relating solely to quantities and payment for the work must be made at the appropriate Contract unit price. In the case of an extension of the Contract limits, the Contractor will be eligible for a pro rata extension of time based on the value of the additional work when the Contract unit prices are applied to the additional quantities.

The application of Subsection GC 8.01.02 of the OPSS.MUNI General Conditions of Contract, will be based on the adjusted tender quantities subsequent to the change in the Contract limits.

24. **RESTORATION**

Restoration beyond the Contract limits and not covered by the Topsoil, Sodding and Seeding items will be completed in accordance with OPSS.MUNI 492 Construction Specification for Site Restoration following Installation of Pipelines, Utilities and Associated Structures in Open Cut.

The following amendments apply to OPSS.MUNI 492:

Section 492.07.03 Roadway Restoration is amended with the addition of the following after the third paragraph “All asphalt roadway restoration must match the existing material depths but will not be less than the following minimum compacted depths:

Surface Course (Road) -	40 mm Surface Hot Mix Asphalt
	60 mm Base Hot Mix Asphalt
Base Course (Road and Shoulder) -	150 mm Granular 'A'
Sub-base Course (Road and Shoulder) -	300 mm Granular 'B' Type III

Dimensions as per the typical cross section.

Section 492.07.07 Sodding and Seeding is amended by replacing the first paragraph with the following:

Landscaped and maintained lawns will be restored with nursery sod and other landscape areas will be restored with seeding and mulching.

A new **Section 492.07.10 Driveway Restoration** will be added as follows:

The restoration of driveways must be scheduled to follow closely behind trench backfilling. The driveway must be made and maintained safe for the passage of traffic after completion of backfilling and until permanent restoration takes place. Driveway restoration must be completed to match the existing alignment and elevation.

Gravel driveway restoration will consist of a minimum compacted depth of 150 mm of Granular 'A' in accordance with the requirements of OPSS.MUNI 314 Construction Specifications for Untreated Granular, Subbase, Base, Surface, Shoulder and Stockpiling.

Residential Asphalt driveway restoration will consist of a minimum compacted depth of 150 mm of Granular 'A' base course in accordance with the requirements of OPSS.MUNI 314 and 50 mm compacted depth of surface course asphalt surface in accordance with the requirements of OPSS.MUNI 310.

Commercial Asphalt driveway restoration will consist of a minimum compacted depth of 150 mm of Granular 'A' base course in accordance with the requirements of OPSS.MUNI 314, and 50mm compacted depth of binder course asphalt and 50 mm compacted depth of surface course asphalt surface in accordance with the requirements of OPSS.MUNI 310.

25. **PROJECT SCHEDULE & LIQUIDATED DAMAGES**

Fixed Completion Date and Charges

1. Progress of the Work and Time for Completion

Time will be the essence of this Contract.

2. Progress of the Work and Time for Substantial Performance

The Project Commencement Date is anticipated to be Monday, August 16, 2021.

The Contractor shall achieve Substantial Performance of the Work by Wednesday, September 15, 2021. There will be no adjustment for Inclement Weather.

If the time limit above specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

3. Liquidated Damages

It is agreed by the parties to the Contract that in case the Work called for under the Contract and is not finished or completed within the dates or number of working days or as extended in accordance with Subsection GC3.06, Extension of Contract Time, of OPSS MUNI General Conditions of Contract, November 2019, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$1,500.00 as liquidated damages for each and every calendar days delay in finishing the Work beyond the Contract Completion date or number of working days. It is agreed that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

26. INSURANCE POLICY COVERING PUBLIC LIABILITY AND PROPERTY DAMAGE

Section 6.03 Contractor's Insurance of the OPSS MUNI General Conditions of Contract will be amended with the addition of the following:

The Contractor must file with the Owner together with the Specified Bonds, Insurance Policies in accordance with GC 6.03.02 and GC 6.03.03 at the time of contract award.

The Commercial General Liability Insurance must be in the name of the Contractor and the Owner/Municipality and the Contract Administrator: Jp2g Consultants Inc. must be named as additional insureds.

The policy must name the Owner as an assured and must contain a cross-liability clause insuring each person, firm or corporation in the same manner and to the same extent as if a separate Policy has been issued to each, but not so as to increase the limits of the Insurance Company's Liability.

27. CONTRACTOR'S SCHEDULE OF WORK

The Contractor will submit, at the time of Tendering, the Contractor's Preliminary Schedule of Work. The Contractor's Preliminary Schedule of Work will provide for, at a minimum, a simple bar chart of activities of major headings of working items derived from the Form of Tender.

Within 14 days of Contract Award, the Contractor must prepare and update, as required, a Detailed Schedule of Work of the operations, indicating the critical path and controlling operations, the proposed methods of construction and sequence of work and the time the Contractor proposes to complete the various items of work within the time specified in the Contract Documents. If, during the implementation of the Works, the Contractor's schedule is materially affected by changes in

the work, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 days of the request. This updated schedule must show how the Contractor proposes to perform the balance of the Work, so as to complete the Work within the time specified in the Contract Documents.

28. **PRECONDITION SURVEY**

One week prior to commencement of operations the Contractor must file with the Owner and Contract Administrator a precondition survey completed by a professional firm of all structures, wells and appurtenances of properties adjoining the work. This survey must include but not be limited to a photographic and descriptive record, existing damage or lack thereof. The Precondition Survey can be completed in stages based on the Contractor's construction schedule.

29. **EROSION AND SEDIMENT CONTROL MEASURES**

The Contractor must provide the necessary protection measures to ensure that all waterways, swamps and private property are protected from contamination during construction.

OPSS.MUNI 805 Construction Specification for Temporary Erosion and Sediment Control Measures details the various methods of erosion and sediment control which the Contractor should be prepared to utilize as the need arises during construction. These methods are intended as prevention and shall be installed prior to construction in anticipated sensitive areas, not after the damage is done.

30. **SHOP DRAWINGS AND PRODUCT DATA SHEET SUBMISSIONS**

The Contractor must supply shop drawings and/or product data sheets to the Contract Administrator for all materials supplied for permanent installation for the project. These must be provided in accordance with the Contract documents a minimum of 10 business days prior to the installation of the product. The submitted documents will contain a signed Contractor's stamp certifying it has been reviewed and is in compliance with the Contract Documents. The documents must be reviewed by the Contract Administrator and returned to the Contractor within the 10 business day submission period prior to installation on the project. The submission will be stamped as "Reviewed", "Reviewed as Modified", "Revise and Resubmit", or "Not Reviewed". Documents that are noted as "Revise and Resubmit" will be resubmitted in accordance with the Contract requirement and will require an additional 10 business day review period prior to installation on the project. Any costs associated for the submission of these documents will be deemed to be included in the associated unit costs.

The Contract Administrator will provide a list of required shop drawings and product data sheets to be submitted at the preconstruction meeting.

31. **PROJECT NOTIFICATION**

Prior to commencement of construction the Contractor shall, in writing, notify the following authorities of the pending construction, duration and expected traffic disruptions:

- Long Term Care Facility
- Hospital
- School
- Bus Companies
- Police Department
- Fire Department
- Ambulance Service
- Waste Management Company
- Residents and Businesses on all impacted roads within the project limits

A draft of the letter shall be sent to the Owner and Contract Administrator for review and approval prior to it being distributed.

The Contractor shall provide a written notice, approved by the Owner, to all affected resident and businesses a minimum of 48 hours in advance of any water shutdowns, sewer disruptions, road closures, vehicular and pedestrian access impacts.

The Contractor will provide access for municipal garbage and recycling pickup or will designate a pickup point for the collection of municipal household garbage and recycling. It is the Contractor's responsibility to provide access at the normal pickup times or pick up the garbage and recycling from the households and businesses and ferry to a central location for pick-up. The Contractor will then be required to return the emptied containers to their respective household or businesses. There will be no separate payment for the management of the recycling and garbage along the construction zone.

A record of all notifications, including distribution list, must be provided to the Owner and Contract Administrator within 24 hours of distribution.

There will be no separate payment for the project notifications regardless of the number or frequency.

32. **FIRE DEPARTMENT LIAISON**

The Fire Department must be informed 48 hours prior to any impacts on existing fire hydrants and water mains as the project progresses. Fire hydrants taken out of service are to be covered with a plastic garbage bag or similar symbol that the Fire Department will recognize.

The Fire Department must be immediately notified of any gas leak and is available to assist with other emergencies on the work site.

33. **PROVISIONAL ITEMS/CONTINGENCY ALLOWANCE**

Provisional Items and/or Contingency Allowances may be included in the Form of Tender should circumstances require the use of any of the Items or Contract Change Orders be processed.

These Items will only be used and payment issued as authorized by the Contract Administrator.

34. **GEOTECHNICAL INFORMATION**

Any geotechnical information that is shown on the drawings or contained in attached reports was obtained for the purposes of preparing the design of the project only and is provided for general information purposes only. The information indicates the subsurface conditions at the specific test locations only. The Contractor should examine the factual results of the investigation to satisfy themselves as to the adequacy of the information for construction purposes and make their own interpretation of the factual data as it affects their construction techniques, schedule, safety and equipment capabilities.

35. **MATERIAL DESIGN AND QUALITY CONTROL (QC) TESTING RESULTS**

The Contractor is responsible for all sampling, testing, reporting and costing of quality control (QC) work. The Contractor must supply the Contract Administrator with a report copy of all results within 24 hours of the testing being performed.

All quality control testing must be completed in a CCIL certified laboratory for Marshall and Superpave Mix Compliance (Type B), Aggregate Quality Control (Type C), Aggregate Physical Property (Type D), Concrete (Category I), or AMRL certified or equivalent. Sampling or testing must be conducted by a technician certified to perform sampling or testing.

All testing requirements for the Quality Control testing must be deemed to be included in the associated unit price. No separate payment will be made for Quality Control Testing

Hot Mix Asphalt Design Mixes

For all Marshall mixes, the proposed mix design and Job-Mix Formula (JMF) shall be submitted to the Contract Administrator a minimum of 10 Business days prior to the start of paving operation. The proposed mix design and JMF shall be according to OPSS 1150.

For all Superpave mixes, the proposed mix design and Job-Mix Formula (JMF) shall be submitted to the Contract Administrator a minimum of 10 Business days prior to the start of paving operation. The proposed mix design and JMF shall be according to OPSS 1151.

For all hot mix asphalt mixes, the proposed mix designs are only valid for the calendar year in which they were prepared.

Concrete Design Mixes

For all concrete mixes, the proposed mix design shall be submitted to the Contract Administrator a minimum of 14 Business days prior to placing any concrete. The proposed mix design shall be according to OPSS 1350, and shall include form OPSF 1350-1, and physical properties analysis of each aggregate material incorporated to the concrete.

Asphalt Testing

Asphalt cement content and gradation – 1 test for each 500 tonnes of placement with a minimum of 1 per day per asphalt mix.

Asphalt full compliance testing (Marshall properties or Superpave properties) – 1 test for each 1,000 tonnes of placement per asphalt mix.

Compaction testing – asphalt shall be tested for each 200 square meters of placement. Asphalt mixes may be tested with a nuclear density test gauge.

Concrete Testing

For all concrete, quality control testing consisting of slump, air content, and temperature determinations must be carried out on each load or batch of concrete until satisfactory control is established. Satisfactory control must be established each day, when concrete from 3 consecutive loads or batches is within the specified requirements. After satisfactory control has been established, testing must be carried out on every subsequent third load.

One set of 4 cylinders must be cast for every 20m³ of concrete placed, with a minimum of one set cast per day. One test cylinder must be tested for 7-day compressive strength, two test cylinders must be tested for 28-day compressive strength. The final cylinder will be tested at 56 days if required by the Contract Administrator.

Aggregate Testing (Granular A, B, M, and Select Subgrade Material SSM)

Gradation analysis – 1 test for each 1000 tonnes of placement

Physical property analysis – 1 test for each 5000 tonnes of placement

Standard Moisture Density relationship (proctor) – 1 test for each 5000 tonnes of placement

If aggregates are from multiple sources, a test is required from each source.

Compaction testing – Native backfill must be compacted to 95% MDD and Granular Materials must be compacted to 100% MDD in accordance to OPSS 501 method A, and with the frequencies established in OPSS 501 Table 1.

Topsoil Testing

15 Business Days before placement, the topsoil must be tested for the physical quality requirements listed in OPSS 802, and with the frequencies established in OPSS 802 Table 1

Compaction testing – Topsoil shall be compacted in accordance with OPSS 802 and with the frequencies established in OPSS 501.

Referee Testing

All costs associated with referee testing will be the responsibility of the Contractor.

Asphalt referee testing will be conducted and will include asphalt full compliance testing. Where the Contract Administrator and the Contractor agree that specific mix attributes do not require referee testing, those attributes will be considered acceptable. The Contractor will be reimbursed for the cost of the testing provided the mix is acceptable as per the requirements of OPSS.MUNI 310. Where referee testing indicates rejectable asphalt, the Contractor must remove and replace the asphalt.

36. QUALITY ASSURANCE (QA)

At the discretion of the Contract Administrator, a geotechnical consultant may perform Quality Assurance (QA) including sampling, testing and reporting with the costs being borne by the Owner.

All quality assurance testing must be completed in a CCIL certified laboratory for Marshall and Superpave Mix Compliance (Type B), Aggregate Quality Control (Type C), Aggregate Physical Property (Type D), Concrete (Category I), or AMRL certified or equivalent. Sampling or testing must be conducted by a technician certified to perform sampling or testing.

37. HEALTH AND SAFETY REQUIREMENTS

The successful Tenderer will submit, within 10 days of Contract Award, shall provide the Owner and Contract Administrator with a copy of its health and safety policy and program.

38. SPILLS REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects must forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects will be as defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and must forthwith be reported to the Contract Administrator. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

39. **PROJECT COORDINATION WITH OTHER CONTRACTORS**

The Contractor must cooperate to allow for the scheduling of any required utility relocation work or upgrades. A meeting will be arranged with all applicable parties to coordinate these works from both a scheduling and a Ministry of Labour perspective.

40. **PRIVATE LANDS**

The Contractor must not enter upon or occupy with personnel, equipment or materials of any nature or store any materials on any private property unless he has obtained a written consent from the property owner and a copy of such consent has been furnished to the Contract Administrator.

41. **FIRE HYDRANT AND GATE VALVE OPERATION**

The Owner will supply personnel to operate existing fire hydrant and gate valves. The Contractor will submit advanced notice within a minimum 72 hour notification for valve and hydrant operation as required to conduct the Contract process. The Contractor must avoid all requests which could lead to Municipal employees working overtime.

42. **AS-BUILT DRAWINGS**

Upon Completion of the Works, the Contractor must provide the Contract Administrator with a copy of As-Built Drawings. As-Built drawings will consist of a paper set (to scale) of all drawings with red-line markups of all changes and a text file with all surveyed GPS points collected throughout the duration of the project that note the as-built location of the installed works, including, but not limited to:

- GPS coordinate of all new structures at ground level, and invert elevations for all connected pipes (top of pipes not acceptable);
- GPS coordinate of all existing structures at ground level, and invert elevations for all new connected pipes (top of pipes not acceptable);
- GPS coordinates of all watermain appurtenances at top of watermain elevation, including tees, crosses, bends, service connections, and tie-ins to existing watermains
- GPS coordinates of top of new watermain at 25m intervals
- GPS coordinates, at ground level, of all new and existing: water service stand posts, valve boxes, fire hydrants, and water chambers.
- GPS coordinates of all new sanitary and storm services at property line
- GPS coordinates for any existing underground utilities that were exposed during the execution of the Work;
- GPS coordinates at top of newly installed duct banks at 25m intervals.

All surveyed points (GPS coordinates) must be in the format of NORTHING, EASTING, ELEVATION, DESCRIPTION. The descriptions must clearly describe the nature of the point.

43. **PROJECT DELIVERABLES**

The Contractor shall be responsible for the satisfactory submission of project deliverable documentation to the Contract Administrator. Any costs associated with the project deliverable documentation will be deemed to be included in the unit price of the applicable unit items. No separate payment will be made for project deliverables.

Deliverable Holdback

The following Deliverable Holdback will apply to this Contract:

One half (0.5) percent of the Final Contract Value (Including H.S.T) will be held by the Owner as security for any project deliverable documents not submitted to Contract Administrator by the Contractor.

The applicable amount of Deliverable Holdback will be deducted off of each invoice based on the amount of work completed within the invoice period.

The Deliverable Holdback will be released upon satisfactory submission, as determined by the Contract Administrator, of all project deliverables documents as listed below:

- a. Concrete mix designs as per SPG 35
- b. Asphalt mix designs as per SPG 35
- c. QC testing results as per SPG 35
- d. Shop drawings and product data sheets as per SPG 30
- e. As-Built information as per SPG 42
- f. Erosion and Sediment Control and Spill Reporting as per SPG 29 & 38
- g. Project Notifications as per SPG 31
- h. Notification of completion of Precondition Survey as per SPG 28
- i. All management and disposal of excavated material as per SPG 7
- j. Traffic Control Diary as per SPG 12
- k. ACI Flatwork Certification as per OPSS 351
- l. 1600 mm x 1200 mm sidewalk grate as per SPI 23

44. **TIME AND MATERIAL WORK**

When the Contractor has been approved to perform work based upon time and material, the Contractor will be required to submit daily work records for the work performed by the end of each day endorsed and approved by the Contract Administrator. Failure to provide the daily work records on the day the work is performed for endorsement by the Contract Administrator will result in the work not being considered for payment. No payment will be made for time and material work without the endorsement and signature of daily work records by the Contract Administrator or its representative. All Time and Material work will require all backup documentation from suppliers, subcontractor etc. prior to finalization and authorization of payment for the Change Order.

SPECIAL PROVISIONS - ITEMS

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1. **CLEARING & GRUBBING – SPI-201-1**

Amendment to OPSS.MUNI 201 Construction Specification for Clearing, Close Cut Clearing, Grubbing and Removal of Surface Boulders

Section 201.07.02 Clearing is amended with the addition of the following:

The work will consist of clearing all areas as identified on the drawings and as required to complete the works.

Limits of any trees not removed but which overhang the sidewalk in any area are to be pruned at the trunk to a height of 2.5 m above the sidewalk surface. Property owners must be advised prior to pruning operation.

Section 201.07.04 Grubbing is amended with the deletion of the first paragraph and replacement with the following:

The work will consist of grubbing all areas and removal of stumps as identified on the drawings and as required to complete the works.

Section 201.09 Actual Measurement is deleted.

Section 201.10.01 Basis of Payment is amended by deleting the first paragraph and replacing it with the following:

Payment at the lump sum Contract price for the above tender items will be full compensation for all labour, equipment and materials to do the work.

2. **EARTH EXCAVATION – SPI-206-1**

Amendment to OPSS.MUNI 206 Construction Specification for Grading

Section 206.07.01.04 Management of Excavated Material is deleted and replaced with the following:

All excavated materials surplus to fill requirements must be disposed of off-site by the Contractor in accordance with OPSS 180. Refer to Special Provision - General – Management and Disposal of Excess Material.

Section 206.07.01.07 Tolerances for Earth is amended as follows:

The requirement for compaction is added, with the removal of the first line and replacement with:

“All earth grade surfaces shall, on completion, be shaped and compacted to the grades and cross sections specified in the Contract Documents within the following tolerances:”

Section 206.09 Measurement for Payment is deleted.

Section 206.09.01.01 Earth Excavation, Grading Measurement for Payment is amended by deleting the first paragraph and replacing it with the following:

Payment at the lump sum Contract price shall include the following earth excavation:

- i) Stripping
- ii) Excavation for sidewalk
- iii) Excavation for roadway
- iv) Excavation for curb
- v) Excavation for asphalt entrance and granular entrance
- vi) Excavation for ditch grading

Section 206.10.01 Earth Excavation, Grading - Item is amended by deleting the first and second paragraph and replacing it with the following:

Payment at the lump sum Contract price for the above tender items will be full compensation for all labour, equipment and materials to do the work.

3. ROCK EXCAVATION (GRADING) USING MECHANICAL EQUIPMENT – SPI-206-2

Amendment to OPSS 206 Construction Specification for Grading

Section 206.07.03.02 Rock Excavation – General is deleted and replaced with the following:

The tendered unit price for this item shall include the removal of bedrock and boulders should they be encountered for the construction of the sidewalk and landscaping

- i) The rock will be removed using hydraulic hoe ram (breaker boom mounted), pneumatic breaker, line drilling, chemical injection and/or a combination thereof.
- ii) Acceptable native earth as determined by the Contract Administrator will be used to fill void left by the removal of rock. All associated costs for this material to be placed in the trench shall be included in the cost of this item.
- iii) Cooperation with Contract Administrator so rock profile can be obtained for payment.
- iv) All excavated rock shall become the property of the Contractor.
- v) Rock shall be removed 300 mm below the specified subgrade as detailed elsewhere.

Aerial Utilities

The Contractor is made aware that aerial utilities are located in the vicinity of the rock excavation works. The Contractor shall undertake necessary measures to provide the proper equipment to facilitate the works near the aerial utilities. This may involve insulated tracks for drilling equipment and/or insulated top of boom components to the requirements of the utility companies. All costs shall be borne by the Contractor. The Contractor shall have no claim against the Owner from any delays or cost resulting in works near aerial utilities.

Section 206.09.01.03.01 General Measurement for Payment is deleted and replaced with the following:

The Contractor shall be permitted to drill through the overburden to determine the presence of bedrock and log its depth in the presence of the Contract Administrator prior to excavating. The drill probes shall have a maximum distance between probes to be 3 m.

Measurement shall be in cubic meters.

The volume of rock excavation for sidewalk and landscaping shall be determined by the following:

- a. Measurement of rock excavation, grading shall be the in-place volume in cubic meters computed from field measurements bounded by the original rock line and the theoretical bottom excavation limits 300 mm below the specified subgrade as detailed elsewhere.

4. HOT MIX ASPHALT – SPI-310-1

OPSS.MUNI 310 (Nov. 2017), OPSS.MUNI 1101 (Nov. 2016), OPSS.MUNI 1150 (Nov. 2018) and OPSS MUNI.1151 (Apr. 2018) will govern, except as amended and extended herein:

The Contractor must submit name of asphalt supplier and job mix formula to Contract Administrator for review and response, a minimum of two weeks prior to paving, according to Special Provisions – General. The Contractor must also submit a complete list of the equipment proposed, certifying its good operating order and full compliance with OPSS Specification.

The Contractor must provide the Contract Administrator a minimum of 24 hours written notice prior to placing any asphalt on this project. The Contractor will be responsible for any expenses incurred as a result of his failure to provide the minimum 24 hour notice to the Contract Administrator.

Section 310.05 Materials is amended by the addition of the following:

Steel slag, nickel slag and blast furnace slag course and fine aggregates will not be used in hot mix.

Section 310.06 02 Paving Equipment is amended by the addition of the following:

Automatic screed controls are not required.

Section 1150.05.01 Asphalt Cement is deleted and replaced by the following:

The performance grade of the asphalt cement must be 58-34.

Section 310.02 – References is amended by the addition of the following to the Ontario Ministry of Transportation Publications:

Contract Bulletin:
Asphalt Price Index

Section 310.10 Basis for Payment is amended by the addition of the following:

310.10.04 Payment Adjustment for Changes in the MTO Performance Graded Asphalt Cement Price Index.

Payment to the Contractor will be adjusted based on changes to the MTO PGAC price index. The MTO PGAC price index will be published monthly in the Contract Bulletin. The MTO PGAC price index will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the Work.

Appendix 310-B Nov. 2017 is invoked. Refer to the Appendix for the calculation associated with this payment adjustment.

5. **ASPHALT ENTRANCES – SPI-311-1**

Amendment to OPSS.MUNI 311 Construction Specification for Asphalt Sidewalk, Driveway, and Boulevard and for Sidewalk Resurfacing

Section 311.01 Scope is deleted and replaced with the following:

This specification covers the requirements for the construction of asphalt driveways and related works including but not limited to Granular 'A' base, binder course asphalt and top course asphalt.

Earth Excavation – Grading within the Contract limits and disposal of surplus excavated material will be paid for by separate item.

Section 311.10.02 Basis of Payment – Hot Mix Asphalt is deleted and replaced with the following:

HMA designated for this work will be included in the unit price to complete the work.

6. **GRANULAR 'A' BASE – ROAD AND SIDEWALK – SPI-314-1**

Amendment to OPSS.MUNI 314 Construction Specification for Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling

Section 314.09.01.01.03 Square Meter is amended by the addition of the following:

Payment at the Contract price to place Granular 'A' base as specified elsewhere shall include the following:

- i) Granular 'A' base for sidewalk
- ii) Granular 'A' base for roadway
- iii) Granular 'A' base for curb
- iv) Granular 'A' base for shoulder
- v) Granular 'A' base to 'chink' the voids in the rock subgrade under sidewalk and curb

7. **GRANULAR ENTRANCES – SPI-314-2**

Amendment to OPSS.MUNI 314 Construction Specification for Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling.

Section 314.01 Scope is deleted and replaced with the following:

This specification covers the requirements for the construction of granular driveways and related works including but not limited to Granular 'A' base.

Earth Excavation – Grading within the Contract limits and disposal of surplus excavated material will be paid for by separate item.

Section 314.09.01.01.03 Square Metre is amended with the addition of the following:

The square metre measurement will include the constructed area of the granular driveways.

8. **CONCRETE SIDEWALK - SPI-351-1**

Amendment to OPSS MUNI 351 Construction Specification for Concrete Sidewalk

Section 351.07.05 Form Setting of OPSS 351 is amended with the addition of the following:

Sidewalk thickness to be 150 mm thick but increased to 200 mm thick (c/w reinforcing mesh 150 x150 mm MW9.1xMW9.1) at commercial entrances. The reinforcing mesh must be installed at mid depth of the concrete and must extend beyond the width of the commercial entrance by 1.0m.

Section 351.07.11.02 Dummy Joints is amended by the addition of the following:

Dummy joints are utilized and must be hand formed using a 5 mm radius dummy joint tool. The dummy joints shall be at least ¼ of the depth of the concrete sidewalk, which can be formed by hand or sawcut or the concrete has set.

Section 351.07.20 Management of Excess Material of OPSS 351 is amended by the addition of the following:

Backfilling of both sides of the sidewalk flush with the finished surface with a minimum of 150 mm width of Granular ‘A’ must take place once the formwork is completed. Should the Contract document require the placement of topsoil and sod or hydro-seeding on the boulevards, then the requirements for the Granular ‘A’ backfill will be omitted.

Section 351.10.01 Concrete Sidewalk – Item is amended with the addition of the following:

Payment for the supply, placing and compaction of the Granular ‘A’ base and backfill is deemed to be included with the payment for the sidewalk item.

Payment for earth excavation shall be under the tender item “Earth Excavation”.

9. **CONCRETE CURB - SPI-353-1**

Amendment to OPSS.MUNI 353 Construction Specification for Concrete Curb and Gutter Systems

Section 353.05.01 Materials – Concrete is amended with the addition of:

The air content of concrete placed by extrusion methods must not be less than 4.5% when tested in place in a plastic state.

Section 353.07.08.02 Concrete Finishing is amended with the addition of the following:

The dropped curb flare length on either side of entrances is to be 1 metre long.

10. **TRENCH SUBGRADE STABILIZATION INC. SUB-EXCAVATION AND CLEAR STONE BEDDING WITH GEOTEXTILE WRAP – PROVISIONAL – SPI 401-1**

Scope

This special provision specifies the requirement for clear stone bedding for storm sewers, sanitary sewers or watermains.

Material

50 mm clear crushed stone completely wrapped in geotextile. Geotextile to be in accordance with OPSS.MUNI 1860 Material Specification for Geotextiles Class II Non-Woven as noted on Table 1. Geotextile wrap to be overlapped by 300 mm.

Construction

- a) To be used when the native material below the specified bedding is too unstable to support the specified bedding, pipe system and backfill.
- b) The Contract Administrator is to decide on when this situation is present and authorize the use of stone bedding.
- c) Unstable material must be excavated to beyond the specified depth as directed by the Contract Administrator.
- d) Clear stone must be imported and placed in the excavation, wrapped in geotextile, prior to the placing of the specified bedding or in lieu of the specified bedding.
- e) Excess excavated material must be disposed of in accordance with OPSS 180.

Measurement for Payment

Measurement will be based on cubic metres measurement in place in the trench. Unreasonable over excavation of the trench width will be reduced to theoretical width for payment.

Basis of Payment

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

11. TRENCH STABILIZATION USING GRANULAR 'B' – SPI-401-2

Amendment to OPSS.MUNI 401 Construction Specification for Trenching, Backfilling and Compaction

Section 401.07.11 Additional, Trenching, Backfilling, and Compacting is amended with the addition of the following:

In the event that the unsuitable material encountered during the excavation for the sewers is found to be soft due to high moisture content, it must be removed and replaced to grade, and depths required and replaced with Granular B Type II

Section 401.10.02 Additional Trenching, Backfilling and Compacting – Item is amended with the addition of the following:

The cost of the excavation and disposal of the unsuitable material is included in this item.

12. SINGLE CATCHBASINS (OPSD 705.010) – SPI-407-1

Amendment to OPSS 407 Construction Specification for Maintenance Holes, Catchbasins, etc.

Section 407.07.14 Benching and Channelling is amended by deleting the first paragraph and replacing it with the following:

Storm catchbasins and ditch inlets must have a 600 mm sump.

Section 407.07.16 Installation of Frames with Grates or Covers is amended with the addition of the following:

Shims of HDPE plastic, approximately 47mmx47mm, colour coded for varying thickness of 1.5mm to 25.5mm and set in a full mortar bed must be used to adjust the final 25mm to its final design elevation.

Only precast concrete adjustment units must be used for adjustments greater than 25 mm. The first adjustment unit will be set in a bed of mortar with all subsequent adjustment rings be placed with a joint sealant between rings as per OPSS 1351.

Maintenance holes to be adjusted to be flush with the finished grade of the asphalt to be placed under this Contract.

Section 407.07.15 Installation of Adjustment Units

Sanitary Manhole Adjustment Units will receive concrete parging along the outside faces of the adjustment units to seal out all groundwater.

Section 407.07.20 Installation of Frost Straps is amended by deleting the first sentence and replacing it with the following:

Frost straps are required in all precast manholes, catchbasins and ditch inlets with more than one precast section as per OPSD 701.100.

13. SUPPLY AND INSTALL DRYWELL (S-1) – SPI-407-2

Amendment to OPSS 407 Construction Specification for Maintenance Holes, Catch basin, Ditch Inlet, and Valve Chamber Installation.

Section 407.01 Scope is amended with the addition of drywells to the list of structures.

Section 407.03 Definitions is amended with the addition of drywells in the definition of a structure.

Section 407.05.03 Precast Concrete Components is amended by adding drywells to the title.

Section 407.07.01 Construction – General is amended with the deletion of the second paragraph and the addition of the following:

Drywell installations will include the specified CSP or HDPE and all related appurtenances including but not limited to earth excavation, precast concrete base, stone, geotextile, filter sand, native sand backfill and cast-iron grate.

Section 407.07.16 Installation of Frames with Grates or Covers is amended with the addition of the following:

Grates to be installed directly on the drywell.

14. STORM SEWERS - SPI-410-1

Amendment to OPSS.MUNI 410 Construction Specification for Pipe Sewer Installation in Open Cut

Section 410.05.01.01 Materials – General is amended with the addition of the following:

Acceptable circular diameter storm sewer pipe is as follows:

- i) PVC 300 mm to 600 mm Diameter:
 - a) PVC DR-35 Gasketed Bell and Spigot pipe meeting OPSS requirements and must be smooth interior wall type.
 - b) **Section 410.07.11 Backfilling and Compaction** is amended with the addition of the following:

The pipe bedding, cover material and backfill must be compacted to 100% of the MDD conforming to dimensions of OPSD 802.010. The pipe bedding and cover material must be Granular 'A'. The backfill must be acceptable native material unless otherwise directed by the Contract Administrator.

15. LOCATE AND CONNECT TO EXISTING SEWER OR STRUCTURE – SPI-410-2

Amendment to OPSS 410 Construction Specification Pipe Sewer Installation in Open Cut

Section 410.07.15 is deleted and replaced with the following:

Section 410.07.15 Locate and Connect to Existing Maintenance Holes, Catchbasins, Ditch Inlets, Pipe Culverts, and Pipe Sewers

For connections to an existing concrete maintenance hole, catchbasin or ditch inlet, the Contractor must provide the opening in the structure via coring and connect the new pipe to the structure according to OSS 407. If benching is present in the existing maintenance holes, it must be altered to accommodate the flow in the new pipe sewer system.

For connections to an existing rigid sewer pipe (concrete), the contractor has the option to connect via: coring and sealing with grout, installing a premanufactured Tee, or a special saddle can be used, provided that the resulting connection will be water tight for sanitary sewers, and soil tight for storm sewers.

For connections to an existing flexible sewer pipe (PVC or HDPE), the contractor has the option to connect via: installing a premanufactured Tee, or a special saddle can be used, provided that the resulting connection will be water tight for sanitary sewers, and soil tight for storm sewers.

When specified in the Contract Documents, the opening for the connection of a subdrain outlet must be formed by coring. The subdrain outlet pipe must be sealed into place using non-shrink grout. When specified in the Contract Documents, a 50 mm diameter weep hole must be cored into the same wall as the subdrain connection and at the same invert elevation.

Section 410.09.01.03 is amended by renaming the section to **Section 410.09.01.03 Locate and Connect to Existing Maintenance Holes, Catchbasins, Ditch Inlets, Pipe Culverts, and Pipe Sewers**

Section 410.10.01 is amended by adding **Locate and Connect to Existing Maintenance Holes, Catchbasins, Ditch Inlets, Pipe Culverts, and Pipe Sewers – Item**

16. REMOVAL OF ASPHALT PAVEMENT - SPI-510-1

Amendment to OPSS.MUNI 510 Construction Specification for Removal

Section 510.09.01.16 Cutting Existing Pavement is deleted and replaced with the following:

Cutting asphalt is deemed to be included with the removal of asphalt.

Section 510.10.01 Basis of Payment is amended to delete the reference to the “Cutting existing pavement” item.

17. RIP RAP INCLUDING GEOTEXTILE – SPI-511-1

Amendment to OPSS.MUNI 511 Construction Specification for Rip Rap, Rock Protection and Granular Sheeting

Section 511.05.01 Rip-Rap, Rock Protection and Granular Sheeting is amended by the addition of the following:

The rip rap must be as per type R-50 as noted in OPSS.MUNI 1004 Material Specification for Aggregates – Miscellaneous.

Section 511.09.01.01 is amended with the addition of the following:

The rip rap and geotextile measured for payment shall be full compensation for the work required to complete the installation, with no allowance for overlaps of the geotextile.

For the rip rap installation the geotextile is to be 0.3 m larger than the rip rap on all sides.

18. PAVEMENT MARKINGS - SPI-710-1

Amendment to OPSS 710 Construction Specification for Pavement Marking

Section 710.01 Scope is deleted and replaced with the following:

The work under this tender item will include supply and application of temporary pavement markings and permanent pavement markings within the Contract limits as per the Contract drawings.

Section 710.04.01 Design and Submission Requirements – General is deleted.

Section 710.07.01 – Construction – General is amended by the deletion of the second paragraph and its replacement with the following:

The Contractor must apply the pavement marking conforming to the Contract Drawings, when provided and the Ontario Traffic Manual

All pavement markings must be glass beaded to the requirements of the Contract Administrator.

710.07.09.01 Application

710.07.09.01 Application – General is amended with the addition of the following after the first paragraph:

Lane lines, continuity lines and edge lines on tangent sections of constant width must be placed parallel to one another, maintaining their correct offset from the edge of pavement and from one another and must be straight and true.

Markings placed to delineate changes in the number of lanes, variations in roadway width or adjustments in lane width must be straight and true.

Markings placed on curves must accurately follow the change in direction prescribed by the roadway. Transition from adjacent tangent sections must occur smoothly and at a constant rate over the specified distance.

Markings must always maintain the specified lane width.

Where longitudinal pavement joints and markings coincide, the markings must be uniformly offset a minimum of 50 mm to a maximum of 150 mm.

Section 710.10.01 Basis of Payment is deleted and replaced with the following:

Pavement Markings - Lump Sum

Payment at the Contract price will be full compensation for all equipment, labour and materials for the supply and placement of permanent pavement markings, short term pavement markings, OTM warning signs and temporary pavement markings and reflectorizing glass beads as documented elsewhere.

19. TOPSOIL IMPORTED - SPI-802-1

Amendment to OPSS MUNI 802 Construction Specification for Topsoil

Section 802.07.03 Placement of Topsoil is amended with the addition of the following:

Topsoil shall be 150 mm thick. If the grade is low in the area as over-excavated by the Contractor and the amount of topsoil will exceed the minimum 150 mm thickness, it will be the Contractor's choice to either place selected native fill in these low points or fill with topsoil. At no point shall the topsoil be less than 150 mm thick. There will be no compensation for placing topsoil over 150 mm thick.

Section 802.09.01.02 Topsoil, Imported is deleted in its entirety and replaced with the following:

Where topsoil is to be imported and placed, measurement will be made in square metres placed.

20. NURSERY SODDING – SPI-803

Amendment to OPSS 803 Construction Specification for Sodding

Section 803.07.05 Maintenance of Completed Sodding is deleted and replaced by the following:

Sod shall be maintained for 30 non-dormant days as described in Table 1. This may involve maintaining the sod during the fall season and the following spring season depending on the date the sod is placed. During this period the placed sod shall be kept healthy, actively growing and green in leaf color.

At the end of the 30 day maintenance period, the Contract Administrator shall make an inspection of all placed sod. The sod shall be in the same location as originally placed and shall not have moved, eroded, slipped, sloughed or shrunk. Sod shall show evidence of rooting into the underlying soil. The sod shall be of sufficient density that no surface soil is visible and there shall be no competitive growth beyond that specified in the Sod subsection, emerging from the sod or from between the sod joints.

21. ENVIRONMENTAL PROTECTION – SPI-805-1

Amendment to OPSS.MUNI 805 Construction Specification for Temporary Erosion and Sediment Control Measures

Section 805.07 Construction is amended by the addition of the following:

The Contractor will design, erect, maintain and remove any protection schemes necessary to prevent all debris and construction materials from entering the waterway during the execution of this Contract to the approval and satisfaction of regulatory authorities and the Contract Administrator. The Contractor must also design, implement, maintain and remove all erosion and sediment control measures and carry out the removal of sediment accumulated by control measure to the approval and satisfaction of the Contract Administrator.

EROSION AND SEDIMENT CONTROL PLAN

General

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse, and that all construction operations that may impact upon water quality must be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

As such, the Contractor will be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any watercourse within or downstream of the Working Area.

The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary the Contractor must implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Suggested on-site measures may include, but will not be limited to, the following methods: sediment ponds, silt fences, straw bales, filter cloths, catch basin filters, dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures must be installed in accordance with the requirements of OPSS 805 where appropriate, or in accordance with manufacturer's recommendations.

Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor will supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor must have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

Before commencing the Work, the Contractor must submit to the Contract Administrator an Erosion and Sediment Control (ESC) Plan. The ESC Plan will consist of a written description and sketches indicating the on-site activities and measures to be used to control erosion and sediment for each step of the Work.

Contractor's Responsibilities

The Contractor must ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor must periodically, and when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment must be removed in such a manner that prevents the deposition of this material into any watercourse and avoids damage to the control measure. The sediment must be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor must immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will be constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, must be carried out by the Contractor without delay.

The sediment control measures will only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures must be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment must be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or noncompliance with any of the terms specified herein and the Contractor refuses to perform or

rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work will be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

ENVIRONMENTAL PROTECTION MEASURES

The Contractor must design, erect, maintain and remove a system to prevent all debris and construction material from entering the waterway.

The Contractor must adhere to the following requirements:

- Use erosion-resistant material, such as gravel fill with riprap or geotextile lining, in order to prevent the entry of sediment into the watercourse.
- Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Natural Resources. Prevent any silt from excavation and backfill from entering the waterway.
- Equipment and materials should be stored well back from the water's edge.
- Do not clean concrete buckets, wheelbarrows, or shovels in water body. Instead wash them with hoses so that run-off is filtered through vegetation. Prevent the entry of lime, cement or fresh concrete into waterways.
- The Contractor must ensure that no contamination, waste, debris, construction materials or other substances which may be detrimental to marine life or quality of water must enter the watercourse as either a direct or indirect result of construction and the Contractor must meet all requirements of Government authorities and applicable agencies with respect to environmental protection.
- The Contractor must immediately clean up any spills or contamination, waste, debris, construction materials or other substances which may be either detrimental to marine life or water quality. In the event of a spill, the Contractor must immediately commence a clean-up operation. The Contractor will be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.
- All restored areas are to be topsoiled and have seen and hydraulic mulch applied.

Submissions to Contract Administrator

The Contractor must submit to the Contract Administrator two (2) copies of all protection schemes a minimum of ten (10) calendar days prior to proceeding with the work. The submission must be comprehensive and must provide descriptions, drawings and schedules that detail the sequence of this work and the temporary protection systems.

Permission to proceed with the work will be provided if the Contract Administrator determines that all the details of the Contractor's operations meet the requirements specified in the Contract Documents and by the Authority and applicable Further Permits obtained by Contractor are filed with the Contract Administrator.

Ineffectiveness of Installed System

Whenever protection measures are found to be inadequate by the Contract Administrator, changes must immediately be made, which will ensure watercourse, embankment, streambed and fisheries protection, at no extra cost to the Owner.

Section 805.09 Measurement for Payment is deleted.

Section 805.10 Basis of Payment is amended with the addition of the following:

Environmental Protection – Lump Sum

Payment for this Lump Sum Item will be as follows:

- Installation of environmental protection (including Erosion and Sediment Control Measures): 30%
- Removal of all environmental protection (including Erosion and Sediment Control Measures): 20%
- The remainder (50%) will be prorated over the scheduled duration of the Contract per the approved schedule

22. 1650 x 1200 mm SIDEWALK GRATE C/W ADJACENT REINFORCED CONCRETE SIDEWALK – SPI 904-1

Amendment to OPSS 904 Construction Specification for Concrete Structures

Section MUNI 904.03 Definitions is amended by the addition of 1650 mm x 1200 mm sidewalk grate complete with adjacent reinforced concrete sidewalk to the definition list.

Section MUNI 904.04 Design and Submission Requirements is amended by the addition of the following:

MUNI 904.04.01.06 Approval Requirements

1. Shop Drawings

Two (2) copies of shop drawings of the sidewalk grate and adjacent reinforced concrete sidewalk drawn to a suitable scale shall be submitted to the Contract Administrator ten (10) days prior to commencing the grating works. The shop drawings will contain and not be limited to the following information:

- i) Grate supplier
- ii) Grate supplier's detailed drawings
- iii) Concrete as detailed on the drawings
- iv) Steel reinforcement schedule
- v) Steel reinforcement plan view layout details
- vi) All construction joints, complete with details
- vii) Concrete supplier

2. Work Plan

The Contractor shall provide the Contract Administrator ten (10) days prior to commencing the grading works, a work plan describing in a written form complete with drawing(s) the methodology to construct the sidewalk grate and adjacent reinforced concrete sidewalks.

Section MUNI 904.07 Construction is amended with the addition of the following:

The lump sum unit price tendered for this item shall include but is not limited to the following:

- i) Grating as detailed on the Contract drawings
- ii) Concrete to be 32 MPa, Type C-2, Air 5% - 8%
- iii) Earth excavation by separate item
- iv) Granular 'A' bedding by separate item compacted to 100% of MDD
- v) Disposal of surplus excavated material
- vi) All concrete and concrete handwork required and finishing

23. TRAFFIC CONTROL PLAN – SPI-TCP

Scope

The Scope of the work addressed in this specification "Traffic Control Plan" will include the preparation and submission of a Traffic Control Plan (TCP) as outlined in this specification and in Special Provision – General.

Where construction pursuant to this Contract is being carried out on or adjacent to a municipal street, the supply, placement, monitoring, and disassembly of all traffic control devices must be performed under the direction of the Contractor in accordance with the Ontario Traffic Manual latest edition.

The Contractor will be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the traffic control.

The Contractor must prepare and submit a Traffic Control Plan that details the specific traffic control layout(s), necessary for the completion of the works. The Traffic Control Plan must be in the form of drawing(s) and written description(s) of how the Contractor intends to control traffic through and around the work zone. The TCP must include, and not necessarily be limited to:

- Monitoring and Repair (24 hour contact number if not acquired)
- Reference to Applicable OTM Book 7 Typical Layouts
- Traffic control signs (regulatory, warning and temporary);
- Traffic control delineation;
- Traffic Control vehicles and devices (TC-12, Crash Trucks, Temporary Lighting etc.)
- Contract-specific operational requirements;
- Night time requirements
- Traffic staging and scheduling;
- Construction vehicle access/egress;
- Public access/egress for all existing entrances and side roads
- Pedestrian safety; barriers and barricades;
- Emergency Vehicle access
- Locations for removal of ex. line painting and required temporary pavement markings;
- Parking for Contract Administrator

- Any other traffic control measures.

Submissions, Monitoring, and Repair

Two (2) weeks prior to commencing construction, the Contractor must submit the Traffic Control Plan to the Contract Administrator. The Contractor acknowledges that revisions to the Traffic Control Plan may be necessary, in consultation with the Owner, where it concerns public safety and mobility. For signalized intersections the Plan must be submitted on a 1:250 scale.

The Contractor must ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the Traffic Control Plan measures.

The Contractor will be required to review and modify the TCP for errors, omissions, deficiencies, or because of any new hazards are identified and not previously addressed within the document.

The condition of all traffic control devices must be maintained for the duration of the Contract, in accordance with the OTM.

The Contractor must immediately repair, replace or otherwise make good the practice deemed unsafe or non-compliant when the owner (or his delegated authority) makes the Contractor aware of any violation of the TCP (or applicable regulations). Should the Contractor disagree, the Ministry of Labour will be consulted to provide clarification of the observed deficiency.

It is the responsibility of the Contractor to ensure that all necessary training has been provided prior to commencement of the work.

The Owner through the Contract Administrator will accept the submission of the TCP, and review it to identify any errors, omissions, or improvements that the Owner's staff is aware of, as it relates to maintaining public safety and mobility.

The acceptance and review of the TCP by the Owner will make no representation and/or warranty that the document is accurate, complete, or compliant with all applicable legislation. Any errors, omissions or deficiencies within the TCP will remain the sole responsibility of the Contractor. The Contract must not commence, until the Owner has reviewed the TCP to the satisfaction of the Owner's Contract Administrator, and the Contractor has addressed all comments

The Contract Administrator reserves the right to ask for revisions to the Traffic Control Plan at submission time or reject it if the Plan does not meet the Contract language. In addition, the Contract Administrator reserves the right to instruct the Contractor to revise it at any time during the Contractor's execution of the plan, when the Contract Administrator finds that the Contractor is not providing the commitments shown in the original Traffic Control Plan submission, or the Contractor's Traffic Control Plan proves to be insufficient to address the field conditions.

Project Specific Requirements

Turcotte Park Road including all side roads must remain open with the following minimum requirements:

A minimum of one undisturbed temporary lane must be maintained of not less than 3.25 m wide complete with 0.5 m wide shoulders for vehicular traffic.

Access/egress for the Mattawa Hospital Entrance must remain open at all times and must be maintained within the minimum requirements: a minimum of two (2) undisturbed temporary lanes of not less than 4.00 m wide for vehicular traffic.

Basis of Payment

Payment at the Contract Lump Sum Price for the item “Traffic Control Plan” will be full compensation for the research, preparation and implementation of the TCP, and will include all labour, equipment and material to supply, and maintain all traffic control measures detailed therein. This payment includes supply, installation, monitoring, operation, maintenance and removal of all required traffic control devices including any temporary traffic signal supply and installation. Traffic Control Persons (TCP’s) will also be included for payment under this item.

This item will also include the cost for removing existing pavement marking and temporary line painting.

Payment will be based upon the following schedule:

- 25% upon satisfactory submission of the TCP and installation of the control measures; and,
- 75% pro-rated into equal payments over the term of the Contract.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

24. CONSTRUCTION SITE PEDESTRIAN CONTROL PLAN – SPI-SPCP

Scope

The Construction Site Pedestrian Control Plan (CSPCP) must ensure the provision of a safe and accessible path of travel for all pedestrians through and/or around the construction site. The plan must ensure that pedestrians with disabilities, as well as those with increased mobility needs (parents with strollers and/or young children, elderly pedestrians using canes, walkers, or wheelchairs, etc.), must be accommodated either through or around the construction site. The scope of the work addressed in CSPCP will include temporary pedestrian signing; directional signing; maintenance of sidewalk; relocation, maintenance, and removal of pedestrian barriers; and all necessary delineation or any other measures to provide a safe environment for pedestrians.

Staging of the Work

The work will be staged in a manner consistent with the staging of the Contract and in accordance with the implementation of the traffic control measures as stipulated in the Contractor’s Traffic Control Plan. When determining the staging of the Contract, the Contractor must maintain existing sidewalk facilities for as long as possible. Removal of any existing sidewalk facilities, or portion thereof, will not be permitted until permission has been granted by the Contract Administrator.

Pedestrian Facilities

Regardless of whether or not there is an existing sidewalk within the right-of-way, a minimum 1.5m wide pedestrian facility must be provided along at least one side of the residential streets and two sides of commercial streets at all times. The facility must include a free and unobstructed hard surfaced pedestrian surface acceptable for use by all pedestrians, including those with disabilities, and must include pedestrian access to all buildings and street crossings. The facility must be maintained clean and in a good state of repair to the satisfaction of the Contract Administrator, through or around the construction site at all times. The 1.5m width must not be reduced by protruding objects. If overhead works are required a 2.1m clear headroom must be provided along the entire 1.5m width.

Any change of level which is over 13mm height must be provided with a smooth, nontripping transition.

Unless otherwise stated in the Contract, hard surface will mean compacted reclaimed asphalt. For temporary conditions less than 5 days, regardless of weather conditions, firm, level, compacted Granular 'A' or stone dust will be permitted.

If the Contractor deems it necessary to install a temporary pedestrian facility in an area of the Contract which will not be reinstated as part of the planned works, then it is the Contractor's responsibility to reinstate that area, to existing or better conditions, upon the removal of the temporary facility. No additional payment for this reinstatement will be considered.

If a temporary closure of an entrance to a building is required, the Contractor will advise the Contract Administrator at least 5 working days in advance. The Contract Administrator will arrange, and the Contractor will accompany the Contract Administrator at a meeting or meetings with the entrance owner. The Contractor will provide his detailed schedule for completion of the various items of work opposite each property and co-ordinate his operations with the requirement of the property owner. No work will be undertaken until the Contract Administrator has given consent to close the entrance. All pedestrian accesses to buildings must be provided once the construction for the day is completed. No claims for additional costs resulting from any delays in arranging a temporary closure will be considered.

Boundary Protection

Erection of temporary barriers or fencing is required to separate pedestrians from construction operations or hazards to the satisfaction of the Contract Administrator. The temporary barriers or fencing must include a cane detectable boundary protection, with edge or barrier at least 75mm high above the ground surface.

Signage Requirements

Where pedestrians must be detoured, either to the other side of the street, or around the construction site, the Contractor must install signage at both the near side and the far side of the intersection preceding the detour.

Choice of Pedestrian or Vehicle Detour

If the Contractor determines that due to the technical or safety requirements of underground work or utility relocations, or lack of available property within the right-of-way, it is not possible to maintain a minimum 1.5m pedestrian facility through the construction site, they must advise the Contract Administrator at least 2 weeks in advance. The Contract Administrator will determine whether pedestrians and/or vehicles must be detoured around the construction site.

Project Specific Requirements

A 1.5 m wide pedestrian facility must be provided on the north side of Turcotte Park Road through the Contract limits. Fencing must only be provided to separate pedestrians from the immediate area of construction operations and if the ground grade next to the sidewalk is steeper than 4:1.

Submissions, Monitoring, and Repair

Two (2) weeks prior to commencing construction, the Contractor must submit the Construction Site Pedestrian Control Plan to the Contract Administrator. The Contractor acknowledges that revisions to the CSPCP may be necessary, in consultation with the Owner, where it concerns accessibility, public safety and mobility.

The Contractor may choose whether to include all details related to the CSPCP into the Traffic Control Plan, or submit additional details on separate CSPCP plans.

The Contractor must ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the CSPCP measures.

The Contractor will be required to review and modify the CSPCP for errors, omissions, deficiencies, or because of any new obstacles to accessibility are identified and not previously addressed within the document.

The condition of all pedestrian control materials and/or devices must be maintained for the duration of the Contract.

The Contractor must immediately repair, replace or otherwise make good the practice deemed unsafe or non-compliant when the owner (or his delegated authority) makes the Contractor aware of any violation of the CSPCP.

It is the responsibility of the Contractor to ensure that all necessary training has been provided prior to commencement of the work.

The Owner through the Contract Administrator will accept the submission of the CSPCP, and review it to identify any errors, omissions, or improvements that the Owner's staff is aware of, as it relates to maintaining public safety and mobility.

The acceptance and review of the CSPCP by the Owner will make no representation and/or warranty that the document is accurate, complete, or compliant with all applicable legislation. Any errors, omissions or deficiencies within the CSPCP will remain the sole responsibility of the Contractor. The Contract must not commence, until the Owner has reviewed the CSPCP to the satisfaction of the Owner's Contract Administrator, and the Contractor has addressed all comments.

The Contract Administrator reserves the right to ask for revisions to the CSPCP at submission time, or reject it if the Plan does not meet the Contract language. In addition, the Contract Administrator reserves the right to instruct the Contractor to revise it at any time during the Contractor's execution of the plan, when the Contract Administrator finds that the Contractor is not providing the commitments shown in the original CSPCP submission, or the Contractor's CSPCP proves to be insufficient to address the field conditions.

Basis of Payment

Payment at the Contract Lump Sum Price for the item "Construction Site Pedestrian Control Plan" will be full compensation for the research, preparation and implementation of the CSPCP, and must include all labour, equipment and material to supply, and maintain all pedestrian control measures detailed therein. This payment includes supply, installation, monitoring, operation, maintenance and removal of all required pedestrian control devices.

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

Payment of the CSPCP will be based upon the following schedule:

- 25% upon the satisfactory submission of the CSPCP, supply and installation of the pedestrian control measures;
- 60% pro-rated into equal payments over the term of the Contract; and,
- 15% upon the removal of the pedestrian control measures.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.