

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

TENDER CLOSING

DATE: September 20, 2017

TIME: 10:30 am (Local Time)

LOCATION: Township of Severn Office

LATE TENDERS WILL NOT BE ACCEPTED

C. C. Tatham & Associates Ltd.
Consulting Engineers
50 Andrew Street South, Suite 100
Orillia, Ontario
L3V 7T5

File No. 317845
Date: August 31, 2017

**BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN**

**TENDER FOR
CONTRACT NO. PW 2017- 028**

GENERAL INDEX

	<u>PAGE</u>
1. Instructions to Bidders	1-1 to 1-10
2. Tender Form	2-1 to 2-4
3. Schedule of Items and Prices	3-1 to 3-2
4. List of Subcontractors	4-1
5. Proof of Ability	5-1 to 5-3
6. Agreement	6-1 to 6-2
7. Agreement to Bond	7-1
8. Performance Bond	8-1
9. Labour and Materials Payment Bond	9-1
10. Schedule of Drawings, Specifications, Standards and Conditions of Contract	10-1
11. General Conditions Supplementary	11-1 to 11-8
12. Special Provisions	12-1 to 12-16

APPENDICES

Appendix A – Ontario Provincial Standards General Conditions of Contract

DRAWINGS

Drawing No.	Revision No.	Title	Dated
317845 – PP-1		Brick Pond Road Plan & Profile	August 2017
317845 – DE-1		Notes & Details	August 2017

Prepared by: C.C.Tatham & Associates Ltd.

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

INSTRUCTIONS TO BIDDERS
INDEX

	<u>PAGE</u>
1. Interpretation	1-1
2. The Work	1-1
3. Bidder Registration, Tender Closing & Delivery	1-2
4. Form of Tender	1-2
5. Alteration, Withdrawal or Qualifying of Tenders	1-3
6. Informal Tenders	1-3
7. Disqualification of Tenders	1-3
8. Right to Accept or Reject	1-3
9. Drawings and Contract Documents	1-5
10. Bidder's Examination of the Site	1-5
11. Material Incorporated into the Works	1-6
12. Certification, Testing, As-Built Information	1-6
13. List of Subcontractors	1-6
14. Contract	1-6
15. Starting Date	1-7
16. Progress and Completion	1-7
17. Provincial and Federal Taxes	1-7
18. Fair Wages	1-7
19. Bonds	1-7

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TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

INSTRUCTIONS TO BIDDERS
INDEX (Continued)

20.	Insurance	1-7
21.	Workplace Safety and Insurance Board Clearance	1-8
22.	Occupational Health and Safety Act	1-8
23.	Construction Lien Act	1-8
24.	Accessibility	1-8
25.	Road Occupancy Permits	1-8
26.	Questions During the Tender Period	1-9
27.	Tender Security	1-9
28.	Test Holes	1-9
29.	Permit to Take Water	1-10
30.	Freedom of Information & Privacy	1-10

INSTRUCTIONS TO BIDDERS

TO BE READ IN CONJUNCTION WITH THE ONTARIO PROVINCIAL STANDARD GENERAL CONDITIONS OF CONTRACT, METRIC OPSS.MUNI 100, NOVEMBER 2006

1. INTERPRETATION

"Bidder" means a person or entity that is submitting a tender in response to the Tender Process.

"Contract" means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.

"Contract Documents" refers to the documents listed in Section 10 "Schedule of Drawings, Specifications, Standards and Conditions of Contract".

"Contractor" means the successful bidder pursuant to the tender process that has executed a contract.

"Contract Administrator" means C.C. Tatham & Associates Ltd. or any other person or entity as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity.

"Engineer" means C.C. Tatham & Associates Ltd., Consulting Engineers, or any other engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity.

"Closing Time and Date of Tenders" has the meaning ascribed thereto in Section 3 of these Instructions to Bidders.

"OPS" means the current Ontario Provincial Standards published by the Ontario Standards organization.

"Start Work Order" means the document in writing, referred to in the Tender form, that is issued by the Contract Administrator or the Engineer that authorizes the Contractor to begin the work.

"Tender" means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.

"Tender Documents" means the documents listed in Section 4 of these Instructions to Bidders.

"Work" means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section 2 of these Instructions to Bidders.

2. THE WORK

This Contract is for the abandonment of existing sanitary sewer, installation of new sanitary sewer, and road restoration on Brick Pond Road in Coldwater. The underground work is approximately 160 m in length between sanitary MH70 and MH95.

Generally the work consists of the following:

- i. Provision of temporary sanitary works to maintain sewage flows during sewer replacement.
- ii. Replace sanitary maintenance holes.
- iii. Install new PVC sanitary sewer from MH70 to MH 95.
- iv. Abandon existing sanitary sewer from MH70 to MH96.
- v. Remove existing sanitary sewer from MH 96 to MH 95.
- vi. Replace sanitary service connections to property line.
- vii. Reconnect existing sanitary services to new service at property line, complete with flexible joint and cleanout.
- viii. Restore all disturbed areas.
- ix. Full depth pulverizing of asphalt.
- x. Addition of 50mm Granular 'A'.
- xi. Resurface roadway with 50mm HL3 asphalt.

3. TENDER CLOSING & DELIVERY

Tenders sealed in an envelope bearing the contract number and name of the bidder will be received up to the "Closing Time and Date of Tenders", which is:

10:30 a.m. (local time), September 20, 2017

by:

Township of Severn
1024 Hurlwood Lane
Orillia, ON L3V 6J3

Attention: Derek Burke, Director of Public Works
Phone: 705-325-2315 x 230
Email: dburke@townshipofsevern.com

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

4. FORM OF TENDER

All Tenders must be upon the Tender Form contained herein (Section 2) and be signed by the Bidder with his business address. Tenders must be sealed and clearly marked on the outside as to contents.

Bidders shall submit the following forms complete in all respects:

- A) Tender Form (Section 2);
- B) Schedule of Items and Prices (Section 3);
- C) List of Subcontractors (Section 4);
- D) Bidder's Ability and Experience Form (Section 5);
- E) Agreement to Bond (Section 7);
- F) Addenda Issued during Tender Period; and

G) Tender Security as specified herein.

Bidders may submit the entire document if they so desire.

5. ALTERATION, WITHDRAWAL OR QUALIFYING OF TENDERS

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

A Bidder may withdraw or qualify his tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his tender to the address listed in "Tender Closing & Delivery" before the "Closing Time and Date of Tenders".

6. INFORMAL TENDERS

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

7. DISQUALIFICATION OF TENDERS

Tenders will not be opened and are disqualified if:

- Received after the closing time and date of tenders.

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

- With blank spaces missing required information;
- With additions uncalled for;
- Unbalanced;
- Conditional;
- Qualified;
- Irregular;
- Without the tender security in the prescribed form;
- Unsigned and unsealed;
- Illegible;
- Obscure;
- Completed in pencil.

8. RIGHT TO ACCEPT OR REJECT

Contract award will be by written notification from the Owner to the successful Bidder, if any.

The Bidder acknowledges that the Owner shall have the right to reject any, or all Tenders for any reason, or to accept any Tender which the Owner in its sole discretion deems most advantageous to itself. The lowest or any Tender shall not necessarily be accepted.

8.1 Consideration for Award

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

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

- i) Accept a Tender which is not the lowest Tender submission, or reject a Tender that is the lowest Tender even if it is the only Tender received;
- ii) Cancel this Call for Tenders at any time, either before or after the Closing Date and Time;
- iii) Accept the Tender deemed most favourable to the interest of the Owner or that may provide the greatest value, advantage and benefit to the Owner based upon and not limited to:
 - a) price
 - b) ability
 - c) quality of Work
 - d) service
 - e) past experience
 - f) past performance
 - g) qualification
- iv) Accept or reject any and all Tenders whether in whole or in part;
- v) With the exception of disqualified Tenders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defect or deficiencies in any Tender Form or Tender submission;
- vi) Award any part of any Tender;
- vii) Accept or reject any unbalanced, irregular, or informal Tenders; or
- viii) Reject any Bidder who is involved in litigation with the Owner.

8.2 The Owner Reserves the Right to Consider, During the Evaluation of Tenders:

- i) Information provided in the Tender itself;
- ii) Information provided in response to enquiries of credit, experience and industry references set out in the Tender;

- iii) Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv) The manner in which the Bidder provides services to others;
- v) The experience and qualification of the Bidder's senior management, and project management;
- vi) The compliance of the Bidder with the Owner's requirements and specifications.

The Bidder acknowledges that the Owner may rely upon these and any other criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Bidder. By submitting a Tender, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its Engineer, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

9. DRAWINGS AND CONTRACT DOCUMENTS

Drawings and Contract Documents are available from the Township of Severn website.

Each Bidder must satisfy himself, by his own study of the Drawings and Contract Documents, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the work, as to the practicability of completing the work successfully within the stipulated time. There will be no consideration of any claim after submission of Tenders that there is a misunderstanding with respect to the conditions imposed by the Contract.

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

10. BIDDER'S EXAMINATION OF THE SITE

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

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

Subsurface soil conditions as indicated in the borehole and/or test pit logs are not guaranteed by the Owner or their agents, nor does the Owner or their agents accept responsibility for any assumption made by the Bidder. The conditions documented in the Geotechnical Report cannot be guaranteed to be indicative of actual conditions experienced during the Construction of the Works.

The Bidder's attention is drawn to the subsurface soil conditions at the site, as described in the

Geotechnical Report prepared by Soil Engineers Ltd. The report is available for review at the offices of C.C. Tatham & Associates Ltd., 50 Andrew Street South, Suite 100, Orillia, ON L3V 7T5. Copies of the Geotechnical Report may be requested in writing by correspondence or e-mail and copies will be made available for \$26.25 (incl. HST) for printing or at no cost for a PDF e-mail copy.

The Bidder may carry out such further investigations as are necessary to inform him of the subsurface conditions, which will be encountered during Construction of the Works with the approval of the Owner(s) of said lands. The arrangements for such investigations should be made with the Engineer, the Owner and any other appropriate authorities.

11. MATERIAL INCORPORATED INTO THE WORK

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

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

12. CERTIFICATION, TESTING, AS-BUILT INFORMATION

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

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

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

The Contractor shall reasonably assist the Engineer with gathering field information as a check for compliance with the design. The Contractor shall be responsible to gather as-built information and communicate any variances from the design immediately to the Engineer. The Engineer's check of compliance with design shall not relieve the Contractor from the responsibility to construct the works according to the "approved for construction" drawings and specifications.

13. LIST OF SUBCONTRACTORS

Bidders shall complete the "List of Subcontractors" form (Section 4), showing the value of work to be sublet to each as per the General Conditions Supplementary 3.4.

14. CONTRACT

The party to whom the Contract is awarded will be required to execute the Agreement contained herein in triplicate and to furnish a certified copy of a satisfactory insurance policy referred to herein, within

seven (7) days not including Sunday or a legal holiday, after mailing or facsimile of written notice by the Owner to him at his business address stated in his Tender, of the award of the Contract to him. Should the said party fail to execute this Agreement within the time stipulated above, the Tender Security accompanying their Tender (if applicable) shall be forfeited to the Owner.

15. STARTING DATE

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

16. PROGRESS AND COMPLETION

The Bidders attention is drawn to the Substantial Performance and Contract Completion dates stipulated in the Tender Form (Section 2), with due consideration to the Liquidated Damages Clause GC 3.19. The Contractor shall be required to submit a detailed Schedule of Work as set out in the Special Provisions prior to starting work.

17. PROVINCIAL AND FEDERAL TAXES

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

18. FAIR WAGES

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

19. BONDS

The successful bidder **shall** be required to furnish Bonds for "Performance" and "Labour and Materials Payment" each equal to 50% of the Tender sum, with a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario.

The Bidder shall include with his tender an original Agreement to Bond in the form provided (Section 7) executed under seal by the surety company which he proposed to obtain the required bonds.

20. INSURANCE

The Contractor shall be required to provide a certified copy of an insurance policy covering the types of insurance required under the OPS General Conditions of Contract November 2006. As a minimum the Contractor shall provide general liability insurance per GC 6.03.02 and automobile liability insurance per GC 6.03.03. The minimum amount shall be \$5,000,000.00 exclusive of interest and cost.

Contractor's Liability Insurance Policy shall not contain any exclusion for liability for damage, etc. to property, building or land arising from the following:

- The vibration from compaction equipment provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00.

Where aircraft are used the Contractor shall supply aircraft liability insurance per GC 6.03.04.01. Where watercraft are used the Contractor shall supply watercraft insurance per GC 6.03.04.02. Where buildings are erected the Contractor shall supply all risks property insurance per GC 6.03.05.01. Where pressure vessels are installed the Contractor shall supply boiler insurance per GC 6.03.05.02.

General liability insurance shall list as additional insured to the Contractor, the Owner and C.C. Tatham & Associates Ltd., in the same manner and to the same extent as if a separate policy had been issued for each.

The policy must contain a Cross Liability clause or endorsement and an endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without 30 days prior written notice to the Township of Severn.

21. WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

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

22. OCCUPATIONAL HEALTH AND SAFETY ACT

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

The successful bidder will be required to sign a copy of the Township of Severn Contractor's Liability form.

23. CONSTRUCTION LIEN ACT

The Contractor shall advertise the Certificate of Substantial Performance in the Daily Commercial News (DCN), in accordance with the General Conditions Supplementary and shall pay all related costs.

24. ACCESSIBILITY

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

25. ROAD OCCUPANCY PERMITS – REMOVED

26. QUESTIONS DURING THE TENDER

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

5:00 pm (local time), September 13, 2017

C.C. Tatham & Associates Ltd.
50 Andrew Street South, Suite 100
Orillia, ON L3V 7T5

Attention: Brad Laking, B.A.Sc., P.Eng.
Phone: 705-325-1753 x 228
E-mail: blaking@cctatham.com

Questions will be received up to the "Time Limit for Questions" by mail, fax or e-mail. Bidders shall be responsible to ensure proper receipt of questions. All questions will be answered in writing by no later than:

5:00pm (local time), September 15, 2017

Where the Contract Administrator deems that an explanation or interpretation is necessary or desirable, an Addendum will be posted on the Township Website. Bidders will be responsible to monitor and obtain copies.

No oral explanation or interpretation provided by the Contract Administrator or any other person during the tender period shall modify any of the requirements or provisions of the Tender Documents.

27. TENDER SECURITY

A Tender Security document is required to accompany the tender in the amount of 10% the tender price rounded upward to the nearest \$1,000 in one of, or a combination of the following:

Certified cheque, bank draft, money order, irrevocable letter of credit, bid bond (CCDC 220 - 2002) or any combination, made payable to the Owner.

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

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

No interest shall be paid by the Township for securities.

28. TEST HOLES

Test holes will not be completed by the Owner during the tender period. Bidders may undertake their own investigations as referenced in Section 10 "Bidders Examination of the Site".

29. PERMIT TO TAKE WATER - REMOVED

30. FREEDOM OF INFORMATION & PRIVACY

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

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

TENDER FORM

TO: The Corporation of the Township of Severn
1024 Hurlwood Lane
Orillia, ON L3V 6J3
Attention: Derek Burke, Director of Public Works

Bidders:

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

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

(\$ _____)

The undersigned agrees to the following:

1. To execute the Agreement in triplicate and to furnish in triplicate to the Owner, the required certified copy of the Insurance Policy required under the Contract, construction schedule and, if required by the Owner, the Bonds as described in the Instructions to Bidders within seven (7) days, not including Sunday or a legal holiday, from the date of mailing or facsimile of the notice of acceptance of this Tender by the Owner to the address stated hereunder.
2. This offer is to continue open to acceptance until the Contract is executed by the Successful Bidder or for a period of 90 days commencing from the Date of Closing of Tenders, whichever event first occurs and that the Owner may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
3. The Owner may reject any or all Tenders without explanation.
4. The Bidder shall have no claim against or entitlement to damages from the Owner by reason of the Owner rejecting its Tender or all tenders or by reason of any delay in acceptance of a Tender.
5. If so requested in writing by the Owner the undersigned will enter into a Contract with the Owner based upon his Tender but jointly in the names of the Bidder and the Bidder's parent company, if any. The Bidder further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counter-offer by the Owner.
6. This Tender is subject to a formal contract being prepared and executed by both parties.
7. The undersigned declares that no person, firm or corporation other than the Bidder has any interest in this Tender or in the proposed Contract for which this Tender is made.
8. The undersigned declares that this Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.
9. The Work will be commenced within five (5) days of the issuance of a Start Work Order. Start Work Order is subject to receiving all approvals. It is expected that all approvals will be in place to issue the Start Work Order on October 4, 2017.

The Contract shall be Substantially Performed by November 10, 2017.

Completion of the Work shall be achieved by November 17, 2017.

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

- Tender Form (Section 2) _____ Initial
- Schedule of Items and Prices (Section 3) _____ Initial
- List of Subcontractors (Section 4) _____ Initial
- Proof of Ability (Section 5) _____ Initial
- Agreement to Bond (Section 7) _____ Initial
- Tender Security _____ Initial
- Addenda _____ through _____ _____ Initial

11. The Bidder agrees that he is not entitled to payment from the Contingency Allowance except for additional work carried out by him in accordance with the Contract and approved by the Engineer and Owner and then only to the extent of such additional work.

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

Signature of Bidder

Authorized Officer

Date

Witness

Company Seal

This Tender is submitted by:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

HST Registration No.: _____

Name and Title: _____

Signature of Bidder: _____ Date: _____

Company Seal

3-1
TOWNSHIP OF SEVERN
BRICK POND ROAD
SANITARY SEWER REPLACEMENT

TENDER FOR CONTRACT NO. PW 2017-028
SCHEDULE OF UNIT PRICES

Item No.	Spec No.	Description	Unit	Tender Quantity	Unit Price	Amount
1.0		<u>SITE WORK</u>				
1.01	2	Mobilization/Demobilization	L.S	1	\$	\$
1.02	4	Straw Bale Check Dams	ea	1	\$	\$
1.03	3	Removal, Disposal, Relocation, Reinstatement	L.S	1	\$	\$
1.04	5	Fine Grade, Topsoil & Sod	m ²	630	\$	\$
SUBTOTAL SITE WORK						\$
2.0		<u>SANITARY SEWER WORK</u>				
2.01	6	Maintain Sanitary Sewer Flows	L.S	1	\$	\$
2.02	7	Sanitary Maintenance Holes	ea.	2	\$	\$
2.03	8	Sanitary Sewer - PVC DR25 250mm dia.	m	157	\$	\$
2.04	9	Sanitary Sewer Lateral - PVC DR28 125mm dia. c/w Cleanout	ea.	5	\$	\$
2.05	10	100mm HI-40 Rigid Insulation	m ²	15	\$	\$
2.06	8	Connect to Existing MH	ea.	2	\$	\$
2.07	11	Sanitary Sewer Flushing and CCTV Inspection	L.S	1	\$	\$
SUBTOTAL SANITARY SEWER WORK						\$
3.0		<u>DRAINAGE WORK</u>				
3.01	12	680mm x 500mm Pipe Arch CSP	m	24	\$	\$
3.02	12	910mm x 660mm Pipe Arch CSP	m	6	\$	\$
3.03	12	1030 mm x 740 mm Pipe Arch CSP	m	6	\$	\$
3.04	12	600mm HDPE Culvert	m	8	\$	\$
3.05	12	750mm HDPE Culvert	m	6	\$	\$
3.06	12	900mm HDPE Culvert	m	12	\$	\$
3.07	13	R10 Rip Rap c/w Geotextile	m ²	20	\$	\$
3.08	14	Regrade Ditch	m	120	\$	\$
3.09	14	Boulevard Swale Grading	m	40	\$	\$
SUBTOTAL DRAINAGE WORK						\$

Item No.	Spec No.	Description	Unit	Tender Quantity	Unit Price	Amount
4.0		<u>ROAD WORKS</u>				
4.01	15	Asphalt Milling (50mm)	m ²	200	\$	\$
4.02	16	Full Depth Asphalt Pulverizing (150mm)	m ²	1200	\$	\$
4.03	17	Granular 'A' (50mm)	m ²	1360	\$	\$
4.04	18	50mm HL-3 Hot Mix Asphalt	t	195	\$	\$
4.05	19	Concrete Sidewalk	m ²	10	\$	\$
4.06	20	Reinstate Asphalt Driveway with 50 mm HL-3 c/w 150 mm Granular 'A'	m ²	50	\$	\$
4.07	20	Reinstate Gravel Driveways with 200 mm Granular 'A'	m ²	50	\$	\$
4.08	17	Granular 'A' Shouldering	m ²	214	\$	\$
SUBTOTAL ROAD WORKS						\$
SUBTOTAL SECTIONS 1-4						
5.0		<u>PROVISIONAL</u>				
5.01	22	Excavate Unsuitable Material	m ³	100	\$	\$
5.02	23	Supply, Place, Compact Import Select Subgrade Material	t	200	\$	\$
5.03	21	Granular 'B'	t	100	\$	\$
SUBTOTAL PROVISIONAL						\$
SUBTOTAL SECTIONS 1-5						\$
CONTINGENCY						\$ 10,000.00
SUBTOTAL						
TOTAL						\$

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

LIST OF SUBCONTRACTORS

The Tenderer shall list hereunder the names of all Subcontractors, Hot Mix Asphalt Suppliers, Concrete Ready Mix Supplier, Precast Concrete Supplier, Granular Material Supplier and Pipe Supplier as applicable who he proposes to use.

SUBCONTRACTOR	ADDRESS	TRADE	APPROX. VALUE OF SUB-LET WORK

It is understood by the Tenderer that the above list of Subcontractors is complete and that no additions to this list will be permitted after Closing Date of Tenders, without the written approval of the Engineer.

THIS FORM SHALL BE SUBMITTED WITH THE TENDER.

SIGNED: _____

DATED: _____

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

PROOF OF ABILITY

Summary of Bidder’s Experience in successfully completed similar work.

YEAR	CONTRACT DESCRIPTION	FOR WHOM WORK PERFORMED	VALUE \$	CONTACT NAME
------	-------------------------	----------------------------	-------------	-----------------

THIS FORM SHALL BE SUBMITTED WITH THE TENDER.

SIGNED: _____

DATED: _____

Qualifications of Bidder's Senior Supervisory Staff to be used on this Contract.

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
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THIS FORM SHALL BE SUBMITTED WITH THE TENDER.

SIGNED: _____

DATED: _____

Proposed Construction equipment to be utilized on this Contract.

Equipment Owned by Bidder _____

Equipment to be Rented

Equipment to be purchased

THIS FORM SHALL BE SUBMITTED WITH THE TENDER.

SIGNED: _____

DATED: _____

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

AGREEMENT

THIS AGREEMENT made in triplicate the _____ day of _____ A.D. 2017 by and between:

_____ hereinafter called the "Contractor"

and

The Corporation of the Township of Severn
_____ hereinafter called the "Owner"

WITNESSETH

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

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

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

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

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

Signed and Sealed by the Contractor:

Seal

In the Presence of:

Witness (Signature)

By: _____
Contractor Date

Signed and Sealed by the Owner:

Seal

In the Presence of

Witness (Signature)

By: _____
Owner Date

Date of Submission of Tender _____

Tender Price for Contract including Contingency _____

Contractor's HST No. _____

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

AGREEMENT TO BOND

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

in a "Performance Bond" for the amount of 50% of the total Tender, and a "Labour and Materials Payment Bond" in the amount of 50% of the total Tender, conforming to the instruments of Contract attached hereto, for the full and due performance of the Work shown and as described herein if the Tender for Brick Pond Road – Sanitary Sewer Replacement, Contract No. PW 2017-028 is accepted by the Owner. Period of warranty shall be twenty-four (24) months from Substantial Performance.

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

DATED THIS _____ day of _____ A.D. 2017

Name of Bonding Company

by _____
Signature of Authorized Person
Signing for Bonding Company

Position of Signing Officer

Company _____ Seal

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

PERFORMANCE BOND

CCDC FORM 221 (2002)

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

LABOUR AND MATERIALS PAYMENT BOND
(TRUSTEE FORM)
CCDC FORM 222 (2002)

**BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN**

**TENDER FOR
CONTRACT NO. PW 2017- 028**

**SCHEDULE OF DRAWINGS, SPECIFICATIONS, STANDARDS
AND CONDITIONS OF CONTRACT**

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

I DRAWINGS:

Drawing No.	Revision No.	Title	Dated
317845 – PP-1		Brick Pond Road Plan & Profile	August 2017
317845 – DE-1		Notes & Details	August 2017

Prepared by: C.C. Tatham & Associates Ltd.
Consulting Engineers

II SPECIFICATIONS:

(a) Special Provisions - Pages 12-1 to 12-16 inclusive

Prepared by: C.C. Tatham & Associates Ltd.
Consulting Engineers

III STANDARDS:

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

IV CONDITIONS OF CONTRACT:

(a) Instructions to Bidders - Pages 1-1 to 1-10 inclusive

Prepared by: C.C. Tatham & Associates Ltd.
Consulting Engineers

(b) General Conditions of Contract - Ontario Provincial Standards (Metric OPSS.MUNI 100, November, 2006)

(c) General Conditions Supplementary - Pages 11-1 to 11-8 inclusive

Prepared by: C.C. Tatham & Associates Ltd.
Consulting Engineers

It shall be the Contractor's responsibility to obtain copies of the current Municipality's Standards and the current Ontario Provincial Standard Specifications and Standard Drawings.

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

GENERAL CONDITIONS SUPPLEMENTARY

INDEX

	<u>Page</u>
1. General Conditions	11-1
2. Designation of Parties	11-1
3. Amendments to the General Conditions	11-1
4. Payments	11-6
5. Night, Weekend and Holiday Work	11-6
6. Defective Work	11-7
7. Site Meetings	11-8
8. Labour Conditions and Fair Wages	11-8
9. Workplace Safety and Insurance Board Clearance Certificate	11-8
10. Siltation and Erosion Control Measures	11-8

BRICK POND ROAD – SANITARY SEWER REPLACEMENT
TOWNSHIP OF SEVERN

TENDER FOR
CONTRACT NO. PW 2017- 028

GENERAL CONDITIONS SUPPLEMENTARY

1. GENERAL CONDITIONS

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

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

2. DESIGNATION OF PARTIES

Where the word "Owner" is used in this Contract, it shall mean: **The Corporation of the Township of Severn.**

Where the word "Contract Administrator" or "Engineer" is used in this Contract it shall mean: **C.C. Tatham & Associates Ltd., Consulting Engineers** or any other Engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity.

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

3. AMENDMENTS TO THE GENERAL CONDITIONS

3.1 Section GC1.04 of the General Conditions, Definitions, is amended by adding the following:

"Measured Quantity" means that quantity within the approved Limits of the Works, measured in the field.

3.2 Section GC1.05 of the General Conditions, Substantial Performance, is amended by the addition of the following:

.01 c) The works have satisfactorily passed the required inspection and testing.

3.3 Section GC2.02 of the General Conditions, Order of Precedence, is amended by deleting paragraph .01 and replacing it with the following:

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

- a) Agreement
- b) Addendum(s) (if any)
- c) Special Provisions
- d) Contract Drawings
- e) Instructions to Bidders
- f) General Conditions Supplementary
- g) Standard Specifications
- h) Tender
- i) General Conditions
- j) Working Drawings

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

- 3.4 Section GC3.09 of the General Conditions, Subcontracting by the Contractor, is amended by the addition of the following:

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

- 3.5 Section GC4.01 of the General Conditions, Working Area, is amended by deleting paragraph .02 and replacing it with the following:

- .02 a) The Geotechnical Report, which will be available from the Engineer only as specified in the "Instructions to Bidders", shall **not** form part of the Contract.
- b) It is to be clearly understood that the information contained in the Geotechnical Report was accumulated for design purposes only and any interpretation placed on it by the Bidder or Contractor is solely the responsibility of the Bidder or Contractor.

- 3.6 Section GC7.06 of the General Conditions, Conditions of the Working Area, is amended by the addition of the following:

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

.03 Notwithstanding the foregoing, the Contractor shall, at his own expenses, remove any equipment or material which in the Engineer's opinion, constitutes a traffic hazard.

.04 The storage of materials and equipment on-site is limited and subject to the Owner's approval. The Contractor shall allow for off-site storage in his tendered price.

- 3.7 Section GC7.16 of the General Conditions, Warranty, is amended by deleting paragraph .02 and replacing it with the following:

.02 The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of twenty four (24) months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of twenty four (24) months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may

be specified for certain materials or Work, remain in such condition as will meet the approval of the Engineer, and that the Contractor will upon being required by the Engineer, make good in permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Engineer is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor twenty-four (24) hours written notice perform the necessary work, and the cost thereof may be deducted from the Contractor or his Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Engineer notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

3.8 Section GC8.01.01 of the General Conditions, Quantities, is amended by deleting paragraph .01 and replacing it with the following:

.01 The Contractor will make an estimate once a month, in writing, of the quantity of Work performed. The first estimate will be the quantity of Work performed since the Contractor commenced the Contract, and every subsequent estimate, except the final one, will be of the quantity of Work performed since the preceding estimate was made. The Contractor will provide the copy of each estimate including any backup information to the Contract Administrator the day after the cut off date as specified and this will form the basis of the Contractor's application for payment.

3.9 Section GC8.01.01 of the General Conditions, Quantities, is amended by the addition of the following:

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

3.10 Section GC8.01.02 of the General Conditions, Variations in Tender Quantities, is amended by the addition of the following:

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

3.11 Section GC8.02.03.01 of the General Conditions, Progress Payment Certificate is amended by deleting paragraph .01 and replacing it with the following:

.01 a) Upon written application by the Contractor, the value of the work performed and material supplied will be calculated on the 15th day of each month for work completed up to and including the 14th day of the month (cut-off date) by the Contract Administrator in accordance with the Contract Documents and the quantities described in clause GC8.01.01, Quantities.

- b) The Contractor shall submit to the Contract Administrator, together with the accepted draft, except the first one, a "Statutory Declaration Re: Payment of Accounts" in a form acceptable to the Owner, signed by an authorized signing officer of the Contractor stating that all workers employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the monthly estimate relating to the last monthly statement previously submitted have been discharged. The Owner may withhold approval of a monthly Progress Payment Certificate if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.
- c) Within seven (7) days of receipt of the accepted written application and supporting documentation, the Contract Administrator shall prepare and submit a Progress Payment Certificate to the Owner. The Contractor will be provided a copy of the Payment Certificate.
- d) Authorization of any Progress Payment Certificate by the Contract Administrator shall not bind the Contract Administrator in his evaluation of the Works and the Contract Administrator may by any Certificate make corrections or modifications to the previous Progress Certificate he has approved.
- e) Fifteen percent (15%) of the value of contract items which must be tested or for which as-built information must be gathered may be retained to guarantee the quality of the work performed and shall be termed Testing/As-Built Holdback. The Testing/As-Built Holdback shall reduce the value of the work completed to date on the progress certificate. The Testing/As-Built Holdback will be gathered if in the opinion of the Contract Administrator the testing of contract work is not being pursued in a timely manner. Work has proceeded without required testing or as-built information has not been gathered and recorded. The Testing/As-Built Holdback shall be released in the monthly Progress Payment Certificate after the work has been satisfactorily tested, inspected and approved by the Engineer. The Contractor shall present the as-built drawings with the payment claim for review by the Engineer showing the information gathered.
- f) Ten percent (10%) of all monies due to the Contractor in accordance with the Progress Certificates shall be retained by the Owner and shall be termed Statutory Holdback.
- g) Prior to Substantial Performance an additional two and one-half percent (2.5%) of all monies due to the Contractor in accordance with the Progress Certificates shall be retained by the Owner and shall be termed Warranty Holdback. Upon application by the Contractor, contract items may be removed from the aggregate value of work complete for which the Warranty Holdback applies.

- h) The Warranty Holdback shall be paid to the Contractor at the expiration of the Warranty Period and upon issuance of the Final Acceptance Certificate.
- 3.12 Section GC8.02.03.01 of the General Conditions, Progress Payment Certificate, is amended by deleting paragraph .04 and replacing it with the following:
- .04 Payments will be made by the Owner within 30 days of receipt of the Progress Payment Certificate.
- 3.13 Section GC8.02.03.04 of the General Conditions, Certificate of Substantial Performance, is amended by deleting paragraph .01 and replacing it with the following:
- .01 Upon written application by the Contractor and as soon as, in the opinion of the Contract Administrator, the Contract has been Substantially Performed in accordance with the foregoing, and the Contractor has given a written undertaking to complete any outstanding work expeditiously during the Warranty Period, and to discharge all unfulfilled obligations under the Contract, the Contract Administrator will issue his Certificate of Substantial Performance. If through no fault of his own, the Contractor is unduly delayed in completing all the work under the Contract, the Engineer may issue the Certificate of Substantial Performance provided that the Owner may retain a sum of money sufficient in the discretion of the Contract Administrator to pay the cost of completing the work.
- 3.14 Section GC 8.02.04.05 of the General Conditions, Payment for Material, is amended by deleting paragraph .01 and replacing it with the following:
- .01 The Owner will pay the Contractor for Material used on each Time and Material project at 105% of the cost of the Material.
- 3.15 Section GC 8.02.04.06.01 of the General Conditions, Payment for Equipment, is amended by deleting paragraphs .01, .02 and .03 and replace with the following:
- .01 The Owner will pay the Contractor for the Working Time of all equipment other than Rented Equipment and Operated Rented Equipment used on the Work on a Time and Material Basis at 60% of the 127 Rates.
- .02 The Owner will pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 105% of the invoice price approved by the Contract Administrator up to a maximum of 60% of The 127 Rate. This constraint will be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.
- .03 The Owner will pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 105% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the equipment on the Work on a Time and Material Basis.
- 3.16 Section GC 8.02.04.08 of the General Conditions, Payment for Work by Subcontractors, is amended

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

.01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such work, in accordance with the requirements of subsection GC 3.10, Subcontracting by the Contractor, the Owner will pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a 5% mark-up.

3.17 Section GC8.02.05 of the General Conditions, Final Acceptance Certificate, is amended by the addition of the following:

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

3.18 Section GC8.02.09 of the General Conditions, Liquidated Damages, is amended by deleting paragraph .01 and replacing it with the following:

.01 a) It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the completion date stipulated in the Tender Form, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of Five Hundred Dollars (\$ 500.00) for liquidated damages for each and every calendar day's delay in finishing the work in excess of the dates of completion prescribed. It is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion dates stipulated. In addition to the above amount per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates stipulated.

b) The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

4. PAYMENTS

The provisions for payment are as noted in Section 3.12 above.

5. NIGHT, WEEKEND AND HOLIDAY WORK

Working hours are to be in accordance with relevant Municipal By-Laws. No night work will be permitted except in the case of an emergency and then only with the written permission of the Engineer and to such extent as he deems necessary. However, the Engineer reserves the right to

order any work under this Contract to be undertaken at night and the Contractor shall comply with such an order and shall carry out all night work with adequate illumination and with due respect for the noise restrictions requested by local residents or authorities having jurisdiction consistent with the faithful performance of the work.

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

No Sunday work will be permitted except in the case of emergency and then only with written permission of the Engineer and to such extent, as he deems necessary.

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

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

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

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

6. DEFECTIVE WORK

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

All defective work or materials discovered by these or any other means must be forthwith wholly removed, and made good by the Contractor, to the satisfaction of the Engineer and the whole cost of such renewal, including the cost of materials, labour, and inspection shall be borne by the Contractor. Should the Contractor refuse to make such renewals as are ordered by the Engineer, then the Engineer will proceed with the work in any manner he may deem fit. The cost of such work shall be

paid by the Contractor or deducted from any monies due, or if necessary, deducted from the Contractor or his Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner.

7. SITE MEETINGS

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

8. LABOUR CONDITIONS AND FAIR WAGES

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

9. WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE CERTIFICATE

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

- 1) Immediately prior to the Owner authorizing the Contractor to commence any Work.
- 2) Prior to the issuance of a Payment Certificate the WSIB shall be dated to match the cut-off date of the Payment Certificate.
- 3) Prior to the issuance of the Certificate of Substantial Performance.
- 4) Prior to the expiration of the Warranty Period.
- 5) At any other time when requested by the Engineer.

10. SILTATION AND EROSION CONTROL MEASURES

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

**SPECIAL PROVISIONS
INDEX**

1.	GENERAL WORK	1
1.1	Scope	1
1.2	Schedule of Work.....	1
1.3	Performance Bond and Labour and Materials Payment Bond	1
1.4	General Liability and Automobile Liability Insurance	1
1.5	Permits and Fees	2
1.6	Layout Work	2
1.7	Winter Work	2
1.8	Materials Supplied by the Contractor	2
1.9	Testing of Material.....	2
1.10	Temporary Water and Power	3
1.11	Existing Utilities	3
1.12	Dust and Silt Control	3
1.13	Disposal of Materials	4
1.14	Traffic Control.....	4
1.15	Fencing	4
1.16	As-Built Drawings.....	4
2.	MOBILIZATION AND DEMOBILIZATION.....	5
3.	REMOVAL, DISPOSAL, RELOCATION, REINSTATEMENT	5
4.	STRAW BALE FLOW CHECK DAM.....	6
5.	FINE GRADE, TOPSOIL AND GROUND COVER	7
6.	MAINTAIN SANITARY FLOWS DURING CONSTRUCTION	7
7.	SANITARY MAINTENANCE HOLES.....	7
8.	SANITARY SEWER.....	8
9.	SANITARY SERVICE LATERAL	9
10.	EXTRUDED POLYSTYRENE INSULATION	9
11.	CCTV INSPECTION.....	10
12.	CULVERTS.....	10
13.	RIP-RAP ON FILTER CLOTH	10
14.	DITCH CLEANOUT/BOULEVARD SWALE GRADING	11
15.	ASPHALT MILLING	11
16.	PULVERIZE EXISTING ASPHALT	11
17.	GRANULAR 'A'	12
18.	50mm – HL3 ASPHALT	13
19.	CONCRETE SIDEWALK	13
20.	DRIVEWAY RESTORATION.....	14
21.	GRANULAR 'B' (PROVISIONAL)	14
22.	REMOVE AND DISPOSE OF EXCESS FILL OFF SITE (PROVISIONAL).....	15
23.	SUPPLY, PLACE AND COMPACT IMPORTED FILL (PROVISIONAL).....	15
24.	CONTINGENCY ALLOWANCE	16

SPECIAL PROVISIONS

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

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

1. GENERAL WORK

1.1 Scope

The Contractor shall perform all the general work covered by the following Specifications.

1.2 Schedule of Work

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

The Schedule of Work shall indicate proposed progress in one - week periods for at least the following work:

- Mobilization
- Sediment & Erosion Controls
- Removals
- Supply & Install Sanitary Sewer
- Remove & Replace Sanitary Services
- Pulverizing
- Granular "A"
- Asphalt
- Fine Grade, Topsoil and Sod
- Clean-up & Demobilization

1.3 Performance Bond and Labour and Materials Payment Bond

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

1.4 General Liability and Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Engineer, prior to commencing the Work.

1.5 Permits and Fees

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees.

1.6 Layout Work

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

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

The Engineer shall be notified 24 hours in advance of any layout work carried out and shall check same if he so desires. Checking of layout or failure to do so on the part of the Engineer in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

1.7 Winter Work

No payment will be made for protection of the Work as required by these Specifications for Winter Conditions. The Contractor shall schedule his work to avoid placing concrete in Winter Conditions and to avoid freezing of granular material during the operations employing these materials.

1.8 Materials Supplied by the Contractor

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

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

1.9 Testing of Material

The Contractor shall submit samples of Granular materials and the mix designs of concrete and asphalt within two weeks after award of the Contract for approval by the Engineer.

No material shall be placed until approved.

Routine tests on materials will be carried out by the Engineer at no cost to the Contractor. When routine tests indicate materials do not meet specification the Engineer will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the Specifications. Such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Engineer. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

1.10 Temporary Water and Power

The Contractor shall make his own arrangements for the supply of temporary water and power.

1.11 Existing Utilities

The Contractor's attention is drawn to the presence of underground and overhead utilities in the area of the Contract.

The Contractor shall be responsible for obtaining information in regard to the exact location of buried utilities. This shall include excavation of inspection holes if necessary.

The Contractor must exercise necessary care in construction operations to safeguard utilities from damage. The Contractor will be liable for all damage to same occurring within or outside the Contract Limits caused by his operations.

The Contractor is hereby warned that the existing telephone and electrical cables will remain in their existing locations. Excavation in the vicinity of utilities may require lighter machines and in some case handwork.

If a permanent relocation or replacement of an existing utility becomes necessary, at the discretion of the Engineer, during the Work the Contractor shall co-operate with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant.

The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.

In the event that all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the Work, the Contractor will be required to co-operate with the Utility Companies and work around the utilities so that the existing services are protected until such time as such relocations are completed. No claims for extra payment or for additional Working Days will be allowed for this requirement.

It shall be the Contractor's responsibility to contact all Utility Companies regarding their scheduling of work.

1.12 Dust and Silt Control

The Contractor will be responsible for dust control at all times during construction by watering and calcium application as directed by the Engineer. No separate payment will be made for calcium and water, but shall be part of the General Work of the Contract.

The Contractor shall make provision for maintenance of the internal roads and municipal roadway during weekends and other non-working days, including street cleaning and placing water and calcium chloride for dust control, as instructed by the Engineer.

The Contractor will be responsible for sediment control during construction by providing temporary drainage swales equipped with sediment control devices.

The Contractor shall be responsible for mud tracked off the site. The mud mats used to stop mud tracking off site shall be maintained throughout the construction and any mud/soil tracked off site shall be cleaned as required to keep external road systems clean and safe for all traffic.

1.13 Disposal of Materials

The Contractor shall dispose of all waste surplus materials in the areas approved by the Engineer. The Contractor shall be responsible for all work and costs involved in disposing waste or excess material including trucking, access roads and levelling. All work shall be in accordance with OPSS 180.

1.14 Traffic Control

The Contractor must cause as little interference as possible to traffic. The Contractor must have a single lane, a minimum width of 3.5 m, open to traffic at night, weekends and statutory holidays. Excavations within 3 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations. During construction working hours, roads must be closed for the duration of the contract with the exception of emergency and local traffic. All methods of traffic control must meet with the approval of the Engineer.

Traffic control shall be as per the current Traffic Control Manual for Roadway operations by the Ministry of Transportation. Detours shall only be implemented when approved in writing by the Engineer and will require full signage as approved by the Engineer.

The Construction and warning signs shall be well lighted at night with battery operated flashing amber lights or other means approved by the Engineer.

The Contractor shall provide a watchman or other suitable employee to inspect and maintain the detour signs, barricades and pedestrian ramps on weekends and other times when the Contractor is not working.

The Contractor shall provide an adequate number of flagmen to direct traffic at all times during construction as approved by the Engineer.

Access to the site by emergency services must be maintained at all times.

1.15 Fencing

Snow fence shall be erected in areas where there exists, in the opinion of the Engineer, a danger to pedestrian or vehicular traffic. No separate payment will be made for fencing, but shall be part of the General Work of the Contract.

1.16 As-Built Drawings

The Contractor shall provide as-built drawings and information through the course of the work ready for

review by the Engineer at any time. The drawings and information shall be reviewed with every progress claim.

- A clean set of "approved for construction" with red line revisions showing the as-built information;
- Sewer information to include: swing ties and elevation of inverts for all structure connections, services, pipe at 50 m intervals, structures (to centre of frame and grate, size, type and class of pipe);
- Drawings shall be signed by the author;
- Drawings may be accompanied by digital record;
- Swing ties shall be at least two measurements from other surface elements of the work and the time being located. Service swing ties shall be related to the front lot corners of the subject land.

1.17 Measurement and Payment

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

2. MOBILIZATION AND DEMOBILIZATION

The scope of work shall include:

- All Labour, equipment and material required to transport and remove equipment and materials to and from the site, including surplus and unsuitable materials.
- The supply, installation, maintenance and removal of site privy.
- The supply, installation and maintenance of all remaining temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.

No measurement for payment will be made for this item.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work. Payment will be made at 60% on the first Progress Payment Certificate and 40% on the Substantial Performance Payment Certificate.

3. REMOVAL, DISPOSAL, RELOCATION, REINSTATEMENT

The scope of work shall include:

- Stripping of topsoil and organic material from all work areas, stockpiling and/or transporting stripped topsoil and organic material to stockpile location approved by the Engineer. Stockpiling of topsoil and organic material shall conform to OPSS 802.07.01.
- Removal and disposal or stockpiling/storage of sidewalks, concrete, sewer pipes, sewer laterals, culverts, driveway asphalt, clearing and grubbing, tree trimming, structures, driveway retaining

walls, elements described, etc. as necessary to complete the work whether or not specifically identified on the drawings. Items to be saved or relocated shall be carefully protected from damage and stockpiled in a location approved by the Engineer.

- Saw cutting of roadway, removal of pavement, excavation, removal of existing piping and disposal of existing sanitary sewer pipe at a suitable location approved by the Engineer.
- Abandonment of sanitary sewer where identified on the contract drawings.
- Remove, store and replace/reinstate existing mailboxes, signs, fences, driveway retaining walls, landscape elements, etc. as necessary to suit new construction alignment;
- Joints with existing asphalt or concrete which will not be removed shall be saw-cut;
- Replace/reinstate elements disturbed by construction to existing or better conditions as specified or as directed by the Engineer and provide photo diary of existing condition and replacement/reinstatement.

Work to be in accordance with OPSS.MUNI 180, 330, 510 and OPSS 802.

There will be no measurement for payment. Payment will be 50% upon completion of removals, and 50% upon completion of all replacements.

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

4. STRAW BALE FLOW CHECK DAM

The scope of work shall include:

- Supply, installation, inspection, maintenance and removal of straw bale flow check dam at the locations shown on the Contract Drawings and/or as directed by the Engineer.
- Inspect the installation weekly and following each rainfall event and provide an inspection and maintenance report.

Work to be in accordance with OPSS 805 and OPSD 219.180.

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

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

5. FINE GRADE, TOPSOIL AND SOD

The scope of work shall include:

- Fine grade subgrade.
- Supply and place screened topsoil where sod is required.
- The minimum depth of topsoil to be 100 mm unless otherwise noted.
- Supply and place no. 1 nursery sod where indicated, staked on slopes of 3:1 or greater.
- Maintain slopes and water ground cover during rooting stage of sod (minimum one month).
- Replace sod all areas that do not root.

Work to be in accordance with OPSS 802, OPSS 803 and OPSS. MUNI 804.

All topsoil placed during the Contract that becomes contaminated due to the Contractor's activities shall be removed and replaced at no extra cost to the Contract.

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

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

6. MAINTAIN SANITARY FLOWS DURING CONSTRUCTION

Work to include provision of temporary works to ensure sanitary service is not disrupted for duration of work. This includes keeping residents informed of schedule and maintaining service to residents. The Contractor is advised that flow during wet weather can be significantly higher than average daily flow.

Prior to commencing work the Contract must submit to the Engineer for approval a work plan for temporary sanitary servicing including contingency measures to accommodate high sewer flows which may occur during wet weather. The Contractor may be required to provide proof of vaccination for Hepatitis, etc. for their pipe fitters.

There will be no measurement for payment. Payment at the contract lump sum price will be full compensation for all labour, equipment and material to do the work.

7. SANITARY MAINTENANCE HOLES

The scope of work shall include:

- Dewatering the excavation for the installation of structures.

- Supply, installation and testing of all sanitary maintenance holes in accordance with OPSD 701.010 complete with frame and grate in accordance with OPSS 407.
- Testing of sanitary maintenance holes shall include CCTV inspection of clean maintenance holes.

Work to be in accordance with OPSS 407 and Township standards.

Where maintenance holes are placed on previously filled and/or disturbed ground the bedding shall be compacted to a minimum of 98% of the material's SPMDD.

Frost straps shall be installed on all sanitary maintenance holes in accordance with OPSD 701.100.

Granular bedding shall be Granular A. Granular backfill shall be Granular B.

No additional measurement or payment will be made for the raising of any maintenance hole for top lift asphalt to the satisfaction of the Engineer.

All sanitary maintenance holes to be benched.

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

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

8. SANITARY SEWER

The scope of work shall include:

- Dewatering the excavation for the installation of pipe sewer.
- Supply, installation and testing of polyvinyl chloride pipe products in accordance with OPSS.MUNI 410, including supply and placement of pipe bedding, cover, trench backfill and compaction all as required and directed by the Engineer.
- Flexible pipe bedding shall be as per OPSD 802.010 for **Type 3** soil with Granular 'A' bedding and cover material.
- Break into and connect to existing sewers and maintenance holes including adjustment and/or replacement of existing maintenance hole benching as required.
- Testing of sanitary sewers shall include: mandrel testing as per OPSS 410 and CCTV inspection of a clean sewer system as a condition of Substantial Performance.

Work to be accordance with OPSS 409 and OPSS.MUNI 410 and Township Standards.

Where sanitary sewers are placed on previously filled and/or disturbed ground the trench bedding shall be compacted to a minimum of 98% of the material's SPMDD.

No additional payment will be made for bends, tees, wyes, fittings, connections to existing manholes, or dewatering, unless otherwise noted. Where sanitary sewers connect to structures, suitable adapters will be used.

Backfilling of pipe sewer trenches shall be as per OPSS 802.010 with suitable native material unless deemed unsuitable by the Engineer, in which case imported select subgrade material shall be used.

Sanitary sewer to be restored to top of trench, including Granular 'B' and 'A' where under shoulders, roads and driveways. Restoration of trench surface paid separately.

Measurement for payment and basis of payment will be in accordance with OPSS.MUNI 410.09.01 and 410.10.01. The unit of measurement for sewers is linear metres.

9. SANITARY SERVICE LATERAL

The scope of work shall include:

- Dewatering the excavation for the installation of services.
- Supply, installation and testing of 125mm dia. DR28 polyvinyl chloride sanitary services in accordance with OPSS.MUNI 410, including supply and placement of pipe cover, trench backfill and compaction all as required and directed by the Engineer.
- Connect to new and existing sewers with tees or saddles as specified.
- Supply and installation of a clean-out to the surface, located at the property line.

No additional payment will be made for bends, tees or fittings necessary for replacement of sanitary services and connection at property line.

Sanitary sewer services to be restored to top of trench, including Granular 'B' and 'A' where under shoulders, roads and driveways. Restoration of trench surface paid separately.

Measurement for payment shall be actual quantity. Payment at the contract unit price will be full compensation for all labour, equipment and material to do the work.

10. EXTRUDED POLYSTYRENE INSULATION

The scope of work shall include:

- Supply and place 100mm thick rigid insulation as shown on the contract drawings or as directed by the Engineer.

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

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

do the work.

11. CCTV INSPECTION

The scope of work shall include:

- CCTV inspection shall include all sanitary sewer main and laterals. Three copies of the report and DVD discs will be submitted to the engineer for review.
- Flow control measures as required to complete the work, including such things as scheduling work for off-peak flow times, plug or block flow at upstream structures and/or temporary by-pass pump flow around inspection section. Proposed flow control measures shall be reviewed and approved by the Engineer prior to implementation.
- Two CCTV inspections are required, one at the completion of work as part of the sewer installation for Substantial Performance and one at the end of the maintenance period. Cleaning and flushing of the sanitary sewer, service laterals, and maintenance holes prior to the CCTV inspection shall be part of each CCTV inspection. CCTV inspections to be performed by an approved company in accordance with OPSS 409. All defects shall be repaired and the method of repair approved by the Engineer.

Work shall be completed in accordance with OPSS 409.

There will be no measurement for payment. Payment at the contract lump sum price will be full compensation for all labour, equipment and material to do the work.

12. CULVERTS

The scope of work shall include:

- Supply and installation of all culverts as shown on the Contract Drawings.
- Culvert installation shall include filter cloth wrap of all couplers, pipe bedding, backfill and cover including material for frost tapers to top of existing Granular 'A' grade.
- Frost tapers shall be in accordance with OPSD 802.010 and OPSD 802.020 for Type 3 soil.

Work to be in accordance with OPSS 421.

Measurement for payment actual quantity and the unit for measurement shall be linear metre.

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

13. RIP-RAP ON FILTER CLOTH

The scope of work shall include:

- Supply and install rip-rap (nominal size and depth as specified) on Terra Fix 270R.

Work in accordance with OPSS 511.

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

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

14. DITCH CLEANOUT/BOULEVARD SWALE GRADING

The scope of work shall include:

- Removal of existing topsoil and sod, excavate, shape, existing ditch and boulevard;
- Dispose of excess or unsuitable material to an approved offsite location;
- Ditching to match existing culvert inverts or as directed by the Engineer or Township.

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

Payment at the contract unit price for this item will be full compensation for all labour, equipment and material necessary to do the work.

15. ASPHALT MILLING

The scope of work shall include:

- Milling/grinding to 50mm depth of all areas identified on the contract drawings

This item shall also include the cost to dispose of milled/ground asphalt at an approved location.

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

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

16. PULVERIZE EXISTING ASPHALT

To maintain the integrity of the existing hard surface, pulverizing shall only be completed upon completion of the sanitary sewer work.

The scope of work shall include:

- Pulverize and consistently process existing asphalt and underlying granular to a minimum depth of 150 mm.
- Pulverized material to be levelled, graded and compacted to 98% of the material's Modified Proctor Maximum Dry Density prior to placement of any additional granular material.
- Appropriate transition areas to be pulverized and graded as shown in Contract Drawings, to facilitate transition between new and old asphalt grades.

Work to be in accordance with OPSS MUNI 330.

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

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work. There will be no additional payment for transporting and stockpiling of pulverized material.

17. GRANULAR 'A'

The scope of work shall include:

- This item shall include addition of 50mm following pulverizing and restoration of shoulders following paving.
- Preparing and proof rolling of Granular B to the satisfaction of the Contract Administrator prior to placement of any Granular 'A'.
- The Contractor shall identify source of Granular material for sampling by the Owner's geotechnical consultant ten (10) working days prior to placement. The Contractor must arrange a representative and suitable equipment (ie. loader) to be on site during sampling by the geotechnical consultant. If source material fails gradation the Contractor shall be responsible for the cost of all further testing by the geotechnical consultant.
- Notify the Engineer 48 hrs in advance of the material placement, co-ordinate testing, make the material available for testing and reasonably aid the Engineer during testing.
- Supply, place, fine grade and compact Granular 'A' to 100% of the material's Standard Proctor Maximum Dry Density (SPMDD).

Work to be in accordance with OPSS.MUNI 314 and 1010.

Granular 'A' that becomes contaminated due to Contractor's activity, shall be removed and replaced at no extra cost to the Contract.

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

compaction and/or dust control.

Measurement for payment will be actual quantity measurement and the unit of measurement shall be square metre in schedule of items for 50 mm, metres square for shoulder.

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

18. 50mm – HL3 ASPHALT

The scope of work shall include:

- Supply, place and compact to 97% Marshal Bulk Density (MBD) HL3 hot-mix asphalt.
- The Contractor shall provide an asphalt mix design three weeks prior to placement of the asphalt and no asphalt shall be laid without approval of the mix design.
- Notify the Contract Administrator 48hrs in advance of the material placement, co-ordinate testing, make the material available for testing and reasonably aid the Contract Administrator during testing.

Work to be in accordance with OPSS 310 and OPSS 1150.

If the asphalt surfaces settle in excess of 20 mm or differentially during the maintenance period, the Contract Administrator shall order the area cut out and replaced at no extra cost.

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

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

19. CONCRETE SIDEWALK

The scope of work shall include:

- Supply and place concrete sidewalk (minimum thickness 125 mm; 150 mm at residential driveways; 200 mm at industrial, commercial and institutional driveways) on 150 mm Granular 'A' base, including excavation, filling and compaction of subgrade material.
- Provide a concrete mix design 10 day prior to placement of sidewalks for review and acceptance by the Engineer.
- Preparation of sub-grade and granular base for review by the Engineer prior to placement of overlaying material.
- Layout driveways and provision of Engineer with 7 days notice layout for review.

Work to be in accordance with OPSS 351, Township Standards and applicable OPSD.

Granular 'A' shall be compacted to a dry density of 100% of the materials Standard Proctor Maximum Dry Density (SPMDD).

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

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

20. DRIVEWAY RESTORATION

The scope of work shall include:

- Reinststate driveways to original or better conditions to match the new road works, sidewalk, etc.;
- Where existing driveway is asphalt, reinststate with minimum 150 mm Granular 'A' compacted to 100% SPMDD and 50 mm HL3 hot mix asphalt compacted to 97% MBD;
- Where existing driveway is gravel reinststate with 200 mm Granular 'A' compacted to 100% SPMDD and liquid calcium for binding granular material.

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

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

21. GRANULAR 'B' (PROVISIONAL)

The scope of work shall include:

- This item shall include road subbase at roadway culvert replacements as shown on the Contract drawings.
- Preparing and proof rolling of subgrade to the satisfaction of the Contract Administrator prior to placement of any Granular 'B'.
- Supply, place, fine grade and compact Granular 'B' to 98% of material's Standard Proctor Maximum Dry Density (SPMDD).
- The Contractor shall identify source of granular material for sampling by the Owner's soils consultant ten (10) days prior to placement. The Contractor must arrange a representative and suitable equipment (ie. loader) to be on site during sampling by the soils consultant. If source material fails gradation the Contractor shall be responsible for the cost of all further testing by the soils consultant.

- Notify the Contract Administrator 48hrs in advance of the material placement, co-ordinate testing, make the material available for testing and reasonably aid the Contract Administrator during testing.

Work to be in accordance with OPSS.MUNI 314, 421 and 1010.

Granular 'B' that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

No additional payment will be made for the supply of water required for compaction.

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

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

22. REMOVE AND DISPOSE OF EXCESS FILL OFF SITE (PROVISIONAL)

The scope of work shall include:

- Excavation, loading, trucking and disposal of excess fill at a suitable off-site location.
- Provide pre and post surveys, calculate the volume of material removed from the site and present the survey/calculation, in a form acceptable to the Engineer, for review and approval.

Work in accordance with OPSS 180 and OPSS MUNI.206.

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

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

23. SUPPLY, PLACE AND COMPACT IMPORTED FILL (PROVISIONAL)

The scope of work shall include:

- Import fill, shape, fine grade and compact to 98% of the materials SPMDD as required for trench backfill or road subbase only as directed by the Engineer;
- Material to be Select Subgrade Material (SSM) placed in 200 mm lifts (maximum) as approved by the Engineer;
- Provide samples and a gradation of the proposed SSM for approval by Engineer prior to placement;
- Excavation, removal and disposal of material being replaced to a location offsite as approved by the Engineer.

Work to be in accordance with OPSS.MUNI 206 and 1010.

Any fill material placed during the Contract that becomes contaminated due to contractor's activity shall be removed and replaced at no extra cost to the Contract.

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

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

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

24. CONTINGENCY ALLOWANCE

The Contingency Allowance provides for additional or extra work required during the course of the Contract and may be drawn upon only for additional work described by a Change Order approved by the Owner.

APPENDIX 'A'

**ONTARIO PROVINCIAL STANDARDS
GENERAL CONDITIONS OF CONTRACT
(METRIC OPSS.MUNI 100)**