



TENDER

CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION

CONTRACT #2019-PW-013

TENDERS RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “A” – INFORMATION TO BIDDERS

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Corporation of Tay Valley Township (“the Township”), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, September 19th, 2019**.

Tenders received after closing time will not be considered.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

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2. Tender Submission

One copy of the **completed Form of Tender**, Part “D”, on the forms provided, shall be submitted. All information shall be shown in the tender in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the Tender Label – Form 5 (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley’s Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part “A” - Information to Bidders.

Tenders received by fax or email will be disqualified.

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CONTRACT #2019-PW-013**

PART "A" – INFORMATION TO BIDDERS

3. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued by the Clerk to Bidders as a written Addendum. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date, no later than 4:30 p.m.

Copies of all questions and answers and any addenda will be posted on the Township's website no later than two (2) business days prior to the submission due date, no later than 4:30 p.m.

4. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

5. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

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CONTRACT #2019-PW-013**

PART “A” – INFORMATION TO BIDDERS

6. Tender Deposit

Each Tender shall be accompanied by a certified cheque or Bid Bond in the amount of ten percent (10%) of the bid price payable to the Township, “Tay Valley Township”. This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%. Please complete the attached **Tender Deposit – Method of Return – Form 4**.

7. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the tendered price.

8. Health and Safety

The Bidder assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company’s Health and Safety Policy Statement, dated not later than **2019**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Tender.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

9. Accessibility

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in **Part “E”**.

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CONTRACT #2019-PW-013**

PART “A” – INFORMATION TO BIDDERS

10. Bidder’s Checklist

To assist Bidders with completing a response to this Tender, a Tender Checklist is included in **Part “D”**.

11. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder’s discretion. Withdrawal notification must be in written form, signed and must be submitted to the Clerk. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

12. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

13. Tender Results

The names of the Bidders and total bid prices will only be made available at the Tender Opening. After the Tender Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices, as read out at the Tender Opening, will be given in the reply. Bid results will be posted on the Township’s Website at www.tayvalleytwp.ca within 48 hours of the Tender Opening.

14. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township’s procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Company’s name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of ninety (90) calendar days** from the closing date of the receipt of Tenders. **The Township anticipates awarding the Contract no later than September 24th, 2019.**

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "A" – INFORMATION TO BIDDERS

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

15. Insurance

The successful Company shall provide the following insurance:

General Liability Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence.
- b) The Township shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability – oral and written
- e) The policy shall provide the Township with 30 days' notice of cancellation or nonrenewal.
- f) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- g) Contingent Employer's Liability.
- h) Broad Form Property Damage.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "A" – INFORMATION TO BIDDERS

Contractors' Equipment Insurance

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Township agrees to waive the equipment insurance requirement.

Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and Tay Valley Township with limits of no less than \$5 million per occurrence, an aggregate of not less than \$5 million in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Tay Valley Township, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "A" – INFORMATION TO BIDDERS

16. Bonding

Performance Bond

A Performance Bond in the amount equal to one hundred percent (100%) of the Total Tendered Price will be required on acceptance of the Contract and prior to the commencement of any work. The Bond will be furnished by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

The Performance Bond shall guarantee workmanship and materials as well as all maintenance required for a period of twelve (12) months from the date of acceptance of the works.

Labour and Material Bond

A Labour and Material Payment Bond satisfactory to the Township shall in the amount of fifty percent (50%) of the Total Tendered Price for a one year period, and issued by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

Maintenance Bond

A Maintenance Bond satisfactory to the Township in the amount of fifty percent (50%) of the Total Tendered Price for a one year period, and issued by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

17. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

18. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "A" – INFORMATION TO BIDDERS

19. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

20. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "A" – INFORMATION TO BIDDERS

21. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

22. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

23. Payments

The Company shall invoice the Township, "Tay Valley Township", monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

24. Municipal Freedom of Information

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Township.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “B” – GENERAL CONDITIONS

1. Ability and Experience of Bidders

The Township reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time, is not furnished by the Bidder where requested by the Township. This evidence shall be provided by completing the following statements:

Statement ‘A’ – Bidder’s Experience (see Form of Tender)

As an integral part of the Form of Tender, the Bidder shall list three examples of their experience in work of a similar nature to that being tendered, which it has successfully completed in the last three years.

Statement ‘B’ – List of Proposed Subcontractors (see Form of Tender)

As an integral part of the Form of Tender, the Bidder shall provide the name, the category of work and the address of all subcontractors proposed in this Tender.

2. Co-ordination Meetings

The Contractor shall attend such meetings with the Township as may be required to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within 10 days of notification of acceptance of the Tender by the Township.

3. Hours of Work

The Contractor’s operations under the Contract will be restricted by daylight hours, Monday to Friday half an hour after sunrise and half an hour before sunset. No work will be permitted on weekends or statutory holidays, unless otherwise approved.

4. Utilities

The Contractor shall be responsible for the protection and locating of all utilities at the job site during the time of construction. The Township will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "B" – GENERAL CONDITIONS

5. Guaranteed Maintenance

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twenty-four (24) months in accordance with Section GC 7.16.02 of OPSS General Conditions (MUNI. 100).

The Contractor shall make good in a permanent manner, satisfactory to the Township, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Township. The severity of defective work shall be identified by and evaluated at the discretion of the Township.

In the event the Contractor refuses or is unable to carry out the repairs on defective work, the Township shall use the holdback funds to have the remedial work completed to the Township's satisfaction.

6. Restrictions on Open Burning

Open fires will not be permitted within the limits of this Contract. Brush and debris must be disposed of in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

7. Contract Time and Liquidated Damages

Progress of the Work and Contract Time

Forthwith upon acceptance of this Contract, the Contractor shall provide a "Contractor's Schedule of Work" to the Township.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor's firm who can be contacted in the event of emergencies. The Contractor must prepare and submit its schedule to the Township within ten (10) calendar days of Contract acceptance and prior to start of construction.

The Contractor shall complete the following work prior to December 20, 2019.

- Clearing and grubbing;
- Pulverizing the existing roadway;
- Culvert replacements;
- Ditching
- Shoreline restoration;
- Excavation and reinstatement of the floodplain offset area;
- Supply and placement of granular A and B; and
- Supply and placement of guiderail.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "B" – GENERAL CONDITIONS

The Contractor shall complete the remainder of the work including; final grading, warm mix asphalt, shouldering, granular sealing, line painting, and accomplish substantial completion of this Contract as defined in Section GC8.02.04 of the OPSS General Conditions (MUNI. 100) on or before **June 12, 2020**.

If the Contract time allowed by the above-noted date 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 insure that the work will be completed within the contract time 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.

If completion of the project is delayed beyond the time specified in the Contract, and the delay is not excused by the Township, the Contractor shall pay to the Township the sum of \$1,000.00 per day for each calendar day during which completion of the project is delayed beyond the time specified for completion.

8. Dust Control

As part of the work required under the scope of work of this Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from its operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

9. Use of Sub-Contractors

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. The list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible for. The Township has the right to reject any of the sub-contractors so named. In this event, the Contractor shall arrange to have the proposed work done by such other sub-contractors as may be approved by the Township.

Should the Contractor cease operation, under no circumstances shall sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Township, in writing, of the names and positions of the person or persons so representing the Contractor.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "B" – GENERAL CONDITIONS

10. Traffic Control and Construction Signs

In accordance with Section GC7.06 of OPSS General Conditions (MUNI. 100), the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the project.

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

Traffic controls shall be operational before work affecting traffic begins.

11. Maintenance of Traffic

The Contractor shall maintain all pre-construction traffic lanes open for traffic at all times except when lane closures are required to allow for construction operations as approved by the Township in writing.

Vehicular and pedestrian access shall be maintained to all properties abutting this Contract at all times.

12. Storage Areas

The Contractor shall obtain the approval of the Township prior to designating areas within the road allowance for storage of their equipment and materials for housing.

13. Occupational Health and Safety Act – Designated Substances

The Contractor shall be responsible for determining the presence of designated substances on the sites within the limits of this Contract in accordance with the requirements of Section 30 of the *Occupational Health and Safety Act*. The Contractor shall identify and report any designated substances determined to be present to the Township and ensure that all sub-contractors performing work under the Contract have received a copy of the report.

The Contractor shall comply with the governing Ministry of Labour regulations respecting protection of workers, removal, handling and disposition of the designated substances determined to be present with regards to this Contract. All related costs shall be deemed to be included in the appropriate tender items.

14. Workplace Hazardous Material Information System (WHMIS)

Prior to the commencement of work, the Contractor shall provide to the Township a list of those products controlled under WHMIS which it expects to use on this Contract.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "B" – GENERAL CONDITIONS

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

The Contractor shall notify the Township in writing of changes to the list and provide the relevant Safety Data Sheet.

15. 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 shall immediately be reported to the Township. Such spills or discharges and their adverse effects shall be as defined in the *Environmental Protection Act*.

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 shall immediately be reported to the Township.

This reporting will not relieve the Contractor of its legislated responsibilities regarding such spills or discharges.

16. OPS General Conditions

The OPS General Conditions have not been reproduced as part of these Contract documents. It will be the responsibility of the Contractor to obtain current copies of these documents.

17. Protection of Water Quality

At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter streams.

No waste or surplus organic material, including topsoil, is to be stored or disposed of within 30 metres of any watercourses. Run-off from excavation piles will not be permitted to drain directly into watercourses but shall be diffused onto vegetative areas a minimum of 30 metres from the watercourse. Where this measure is not sufficient or feasible to control sediment entering the watercourses, sedimentation traps or geotextile coverage will be required.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "B" – GENERAL CONDITIONS

If dewatering is required, the water shall be pumped into a sedimentation pond or diffused onto vegetated areas a minimum of 30 metres from the watercourses and not pumped directly into the watercourses.

No machinery shall enter the creek bed of any watercourse. Movement of construction equipment in the vicinity of any creeks shall be limited to the minimum required for construction.

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 100 metres of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

18. Mailboxes

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are damaged as a result of construction activities or any other activity related to the execution of this Contract, the Contractor will be responsible for replacement at no additional cost.

19. Private Entrances

The Contractor is responsible for ensuring private entrances affected by the scope of work within this Contract are restored to a reasonable gradient with the elevation of the new road surface.

20. Endangered Species

It is the responsibility of the Contractor to ensure the Protection and Recovery of Endangered Species as set out in the *Endangered Species Act, 2007*.

21. Sampling and Testing

Sampling and testing to be performed as per OPSS 304 at the expense of the Contractor.

22. Prevention of Damage

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

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "B" – GENERAL CONDITIONS

23. Emergency and Maintenance Measures

Wherever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the Contractor shall be provided to the Township. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the Township, in case emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

24. Losses and Damages

The Contractor is hereby specifically notified that any loss or damage to the work caused by the action of the elements, including severe rain storms, wind storms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at its own expense. All material and additional work required, to make good any loss or damage to work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

25. MNRF Permit

The Contractor is to comply with the requirements of MNRF for work in and around the water course. The contractor is to obtain the work permit from MNRF. Any Ministry application fees will be reimbursed by the municipality.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

**ITEM A1
SITE PREPARATION**

1.0 SCOPE

This special provision covers the requirements for the following:

- a) Cost of the Performance Bond and Liability Insurance outlined in the Tender Document.
- b) Supplying, erecting and maintaining all signs, barricades, flashers, TC-54 Barrels delineators, flashing lights and such other protection as may be required by the Township to protect the workers and the public during the course of the Contract.
- c) Supplying properly trained and properly attired flag personnel and the required equipment. No additional payment will be made for temporary traffic control regardless if Item quantities exceed (or fall short of) tender quantities.
- d) Preparing a Traffic Protection Plan to comply with the Ontario Traffic Manual - Book 7.
- e) Dust control for the duration of the project. The Contractor shall provide a minimum of 3 dust suppression treatments with water per day (am, noon and pm). This clause will apply once the road has been pulverized and continue until winter shutdown 2019, and between the lifting of half load restrictions in 2020 and paving operations.
- f) Supplying a foreman or a representative on the job at all times and layout. Layout shall include offset stakes spaced at 20 meters, with the stations written on them.
- g) Security protection of the Contractor’s office, plant and stored materials during the course of the Contract.
- h) Mobilizing onto the site and setting up the Contractor’s office, storage facilities, plant, etc.
- i) Demobilizing from the site and removal of the Contractor’s office, storage facilities, plant, etc.
- j) Supplying a detailed construction schedule a minimum of 5-days prior to the construction start up meeting.
- k) Obtain locates of the utilities before excavating and the protection of all utilities during construction.
- l) Protection of existing buildings, fences, property and survey bars.
- m) All costs associated with demobilization in 2019 and remobilization in 2020.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

2.0 MEASUREMENT FOR PAYMENT

Measurement for payment for Site Preparation shall be by Lump Sum.

**ITEM A3
ENVIRONMENTAL / WATERCOURSE PROTECTION**

Amendments to OPSS.MUNI 182, November 2012

182.01 Scope

Section 182.01 of OPSS MUNI. 182 is amended by the addition of the following:

Under this Item, the Contractor is required to supply and install all labour, equipment, and materials for the protection of the watercourse(s), its water quality and fish habitat during the project. Installation, maintenance and removal of mitigation measures listed below, as necessary to achieve this protection, are required:

- Light Duty Silt Fence Barriers as per OPSD 219.110;
- Straw Bale Flow Checks as per OPSD 219.180;
- Temporary Rock Flow Checks as per OPSD 219.210; and
- Turbidity Curtain as per OPSD 219.260.

In addition, this item shall include, but is not limited to:

- i) Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- ii) Placement of filter cloth over all catch basins, manhole covers and deck drains within the construction zone to contain all sediment run-off as a result of the work;
- iii) Provide all protection measures to ensure that no deleterious material from any operation enters the stream with particular concern for demolition debris and sediment from runoff;
- iv) No refuelling of vehicles, equipment, etc. is to take place within 100m of a watercourse;
- v) Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- vi) Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;
- vii) Machinery shall not operate directly in a watercourse.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "C" – SPECIAL PROVISIONS

182.10 Basis of Payment

Section 182.10 of OPSS MUNI.182 is amended by the addition of the following:

Partial payments will be made on the following basis:

- i) 60% of the tender amount will be paid upon installation of all appropriate measures to the satisfaction of the Contract Administrator.
- ii) The remaining 40% will be paid upon completion of construction to the satisfaction of the Contract Administrator.

3.0 BASIS FOR PAYMENT

Progress payments for the Site Preparation shall be made as follows:

- a) 30% upon initial construction start-up.
- b) 50% pro-rated during 2019 construction.
- c) 20% pro-rated for 2020 during construction with balance due upon issuance of Completion Certification.

**ITEM A4
CLEARING AND GRUBBING**

Section 182.10 of OPSS MUNI.201 Clearing, Close Cut Clearing, Grubbing and Removal of Surface Boulders is amended as follows:

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

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

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 identified on the drawings for tree removal 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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

**ITEM A5
EARTH EXCAVATION GRADING, INCLUDING STRIPPING AND DITCHING**

Payment at the square metre Contract price for the above tender items shall include full compensation for stripping areas from the edge of existing shoulder to the limit of ditching and toe of slope from approximately Station 1+000 to Station 2+370.

**ITEMS A6, A21 and A23
GRANULAR ‘A’ – QUARRY SOURCED (All-inclusive)**

Amendments to OPSS.MUNI 314, November 2016

314.07.01 Granular Subbase, Base and Surface

Subsection 314.07.01 is amended with the addition of the following:

In locations where there are private entrances, the Contractor shall, as part of the work under this item, place, level and compact sufficient material in order to match the new road elevation.

The contractor shall place and compact granular material, full width of the restored road and at 3.0%, after the roadway has been pulverized and graded.

314.10 Basis of Payment

All granular A materials required for the project including; road base, culvert bedding, surround, and frost tapers, and granular for shouldering will be paid under this item.

Granular A Fine Grading Year 2020 (LS) – is to include costs to reinstate the Granular A base for paving. Granular materials required will be paid under the all-inclusive item.

Granular A Shouldering 2020 (m) - is to include costs to shoulder the road and will be paid by the metre. Granular materials to be paid under the all-inclusive item.

Amendments to OPSS.MUNI 501, November 2017

501.07.04.03.02 Submission of Test Data

Subsection 501.07.04.03.02 is deleted in its entirety and amended with the following:

The Contractor shall provide the owner with testing results as they become available, and provide the owner with a “Field Compaction Report” as per Appendix 501-B on a daily basis.

501.10.02 Water for Compacting

Subsection 501.10.02 is deleted in its entirety and amended with the addition of the following:

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

There shall be no additional payment for Water used for compacting. Water used for compacting shall be fully compensated under the Item ‘Granular A – Quarry Sourced’.

Table 1 Compaction Lot Size

The Lot Size noted in Part I, Construction of Earth Embankments, granular base, granular subbase and granular shoulders is amended with the revision of the following:

Testing of material shall be completed at the frequency of one (1) test per 100 m of roadway at the expense of the Contractor.

Amendments to OPSS.MUNI 1010, November 2013

1010.08.01 Quality Assurance

Subsection 1010.08.01 is deleted in its entirety and amended with the following:

Quality control testing shall be done at the expense of the Contractor to ensure the granular supplied meets the requirements of OPSS.MUNI 1010. It shall be the responsibility of the Contractor to complete granular material sampling at a minimum frequency of 1 per 2000 tonnes of material placed, or once per location in areas where the estimated quantity is less than 2000 tonnes. Copies of test results shall be given to the Owner on a weekly basis. The Owner shall also complete random granular material sampling at their discretion.

All areas which do not meet the acceptable criteria based on the random sampling shall be considered deficient and shall be deducted from payment until additional sampling confirms compliance with the specifications or confirms that the granular should be rejected as noted in OPSS.MUNI 1010. Additional samples shall be taken at a frequency of 1 per 500 tonnes of granular and the average results from the testing and original sample(s) shall be used to establish the deficient granular parameters.

**ITEM A8
IN-PLACE FULL DEPTH RECLAMATION OF BITUMINOUS PAVEMENT AND
UNDERLYING GRANULAR**

Amendments to OPSS.MUNI 330, November 2014

330.07.01 General

Subsection 330.07.01 is amended with addition of the following:

It is the responsibility of the Contractor to install construction offset stakes prior to pulverizing to ensure the proper reinstatement of the Road alignment. Stakes shall be spaced at a maximum distance of 100 m in straight sections of road, and a maximum distance of 20 m in curves.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

330.07.03 Reclamation of Bituminous Pavement and Underlying Granular

Subsection 330.07.03 is amended with addition of the following:

The underlying granular material shall be reclaimed to a depth of 150 mm.

This Item shall include all necessary grading, compaction and water for compaction to rework the blended material of the roadway, entrances and side roads to the required width and elevation after the pulverizing Item has been completed. The width of the new restored roadway surface shall be a width as required by the contract administrator. Generally from Station 1+000 to 2+310 the road will be 2 x 2.75m lanes plus 1m shoulder and from Station 0+800 – 1+000 and Station 2+310 – 3+700 the road will be 2 x 3.05m lanes plus 1m shoulder. Cross fall shall be 3.0%.

The Contract Administrator will confirm with the contractor the locations where approximately 100mm of granular A is to be processed in addition to with the existing materials verses pulverizing the existing materials on their own as there are elevation restrictions between Stations 1+000 and 2+310 based on floodway elevations.

Intersections at gravel roads which are paved, or surface treated shall be pulverized.

**ITEM A10, A11, A12
CSP CULVERTS**

CSP PIPE CULVERTS – SPI-421-1

Amendment to OPSS.MUNI 421 Construction Specification for Pipe Culvert Installation in Open Cut

Section 421.07.12.01 Pipe Installation – General is amended with the addition of the following:

The culvert bedding must be Granular ‘A’ and cover must be Granular ‘B’ compacted to 100% of the MDD and conforming to dimensions in OPSD 802.010.

Frost treatment must be in accordance with OPSD 803.031 (OPSD 803.030 if frost line below culvert) with a 2.1 m frost depth and Granular ‘A’ or pulverized material backfill.

Subsection 421.09.01 Actual Measurement is amended by deleting all paragraphs and replacing them with the following:

Pipe Culverts

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

Measurement of pipe culverts is by measured field quantity of the horizontal length in metres from the ends of the pipe or pipe end section.

Where the grade of pipe culvert is 10% or greater, then the above measurement is of the slope length from the ends of the pipe or pipe end section.

Subsection 421.10 Basis of Payment is amended by deleting its contents and replacing them with the following:

Payment at the Contract price for the type and size of pipe culvert specified will be full compensation for all labour, equipment and materials to do all earth excavation for bedding and backfill including frost taper and any earth excavation for concrete appurtenances or end sections, to remove asphalt pavement, except where there is a separate item for pavement removal which overlaps pavement removal required for culvert placement, to carry out pipe installation, to place and compact cover material, backfill and bedding, to dispose of surplus excavated materials and to carry out all sheathing, shoring and dewatering as required.

Granular A for bedding and frost taper will be paid under the Granular A (All Inclusive) item.

Restoration beyond the shoulder and rounding must include 150 mm topsoil on slopes, hand seeding of this topsoiled area and rip rap the disturbed areas of the inlet and outlet ditches.

Pipe culverts must be set on grade having a camber of not less than one half of one percent times the length of pipe unless set out elsewhere in the Contract.

The pipe supplied under this item must be CSP Polymer Laminated:

<u>Size</u>	<u>Corrugation</u>	<u>Metal Thickness</u>
1000 mm or less	68 mm x 13 mm	2.0 mm

**ITEM A13
RIP RAP C/W GEOTEXTILE**

RIP RAP INCLUDING GEOTEXTILE - SPI-511-1

Contract administration will confirm outlets requiring rip rap protection at time of culvert replacement.

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

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

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

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

**ITEM A16 AND A17
TOPSOIL (IMPORTED) AND SEEDING AND MULCHING**

Amendments to OPSS 802, November 2010 and OPSS.MUNI 804, November 2014

Under these items and for the Contract price, The Contractor shall supply and place imported topsoil and seed and mulch over the areas disturbed during construction, including, but not limited to, the areas outside the shoulder and within the limits of work, between Station 1+000 and Station 2+320. The quality of topsoil provided by the Contractor will be subject to the Contract Administrator’s approval.

The Contractor shall be responsible for the care of all completed seed and erosion control blanket for a period of one year. During this period, any defective areas shall be repaired and any areas that are dead shall be removed and replaced by, and at the expense of, the Contractor.

Section 802.07.03 Placement of Topsoil is amended by replacing depth of 50 mm with depth of 100 mm.

Section 802.09.01.02 Topsoil, Imported

Clause 802.09.01.02 shall be deleted in its entirety and replaced with the following:

Measurement shall be by area in square metres of topsoil imported and placed.

Amendment to OPSS.MUNI 804 Construction Specification for Seed and Cover

Section 804.05.01.04 Permanent Seed Mixes is amended with the addition of the following:

Standard Roadside Mix as noted on Table 1 must be placed.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

**ITEM A18
PLACEMENT OF STREAMBED MATERIAL**

Amendments to OPSS.MUNI 1005, April 2017

OPSS.MUNI 1005 shall be amended with the addition of the following:

1005.09 Construction

Placement of streambed material shall be at the locations shown in the Contract Documents. The placement of streambed material shall include any excavation required to install the material. The placement locations shall be graded to a uniform and even surface prior to material placement.

Streambed material shall meet the requirements of SB-200 and is to be placed in a random but stable manner and shall be embedded into the streambed to a depth of 50% of the diameter of the individual stones used.

Where streambed material is to be placed on a slope greater than 2.0%, placement shall commence at the toe of the slope and progress up the slope from that point to the termination location as specified in the Contract Documents.

The streambed material shall be shaped to match the profile shown in the Contract Documents to ensure a smooth transition between the newly installed streambed material locations and the existing and/or reconstructed upstream/downstream sections.

Management of excess materials shall be as specified in the Contract Documents.

1005.10 Basis of Payment

Measurement of Placement of Streambed Material shall be in cubic metres.

1005.10.01 Placement of Streambed Material – Item

Payment at the Contract price of the above Proposal item shall be full compensation for all labour, equipment and materials required to complete the work including shaping, excavating and backfilling with existing streambed material or approved surplus material.

**ITEM A19
SIGNAGE**

Existing signage is to be reinstated. Where the condition of the existing posts does not permit reuse then metal posts are to be used.

Amendment to OPSS 703 Construction Specification for Permanent Small Signs and Support Systems

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

Section 703.05.02 Wooden Posts is deleted.

Section 703.05.03 Metal Posts – General is modified with the addition of the following:

All metal signposts must be non-breakaway U-flange post system.

ITEM A20

LOW AREA EXCAVATION AND REINSTATEMENT FOR FLOODWAY ENHANCEMENT

Scope: This item includes all labour, equipment and material to complete the following works identified on drawing 022 proposed field cut for road grade raise over an area of approximately 3,720m².

1. Install a haul road as required to remove the materials from the area of excavation
2. Clear and grub trees as noted and remove off site
3. Excavate to 100mm below the elevations noted on the drawings and remove excavated materials off-site
4. Reinstate topsoil to design elevations
5. Apply hydraulic seed and mulch

Payment to complete the above noted works will be lump sum.

ITEM 21

WARM MIX SP 12.5

For the Contract Unit Price, the Contractor shall supply, weigh and place compacted Warm Mix Superpave 12.5.

Curve widening, turning lanes, side roads, entrances, paved shoulders and all radius tapers necessary, shall be paved with the Warm Mix SP 12.5 to a width and depth as directed by the Township, and paid for under this Item. The Contractor will supply and apply temporary pavement marking tape as per OPSS 532.

The Contract unit price shall include compensation for all asphalt material to be placed with the use of a self-propelled asphalt transfer machine.

Transverse joints, if required, shall be cold milled to a length of 5 metres, for the entire width of the existing pavement, and to a depth of 40 mm tapered to 10 mm, profile and grade must be approved by the on-site Representative of the Township.

Take off joints, where the existing asphalt is only one lift, shall be milled to a depth of 40 mm by 0.5 m for the full width of the pavement, and asphalt padding shall be placed on the granular grade for a minimum length of 10 metres.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

All other joints, including longitudinal joints, side roads, entrances and curbed areas, will be a cold milled step joint 0.5 metres wide and to a depth of 40 mm. All milled and vertical surfaces shall be tack coated, prior to Hot Mix Paving locations, as directed by the Township. Cold milling and tack coating of joints shall be included in this Item.

Asphalt ticket summaries shall be submitted to the Township on a daily basis, preferably in excel format. Should there be more than a 10% variance between the Tender amount and actual amount based on the weigh tickets, an audit may be conducted to explain the variance.

Prior to placing asphalt on a granular grade, the road shall be fine graded and compacted ahead of the paver to ensure a compacted, smooth and float-free surface and the cross fall shall be deemed acceptable by the Township. Written permission to proceed with paving shall provide by the Township each day prior to paving.

Prior to placing asphalt on existing granular shoulders, the shoulders shall be compacted to the satisfaction of the Contract Administrator and shall be included in this Item.

At locations of speed change lanes, the paver is to pave the taper along with the main lane until reaching maximum capable width, at which point a transverse joint will be left for subsequent paving of the taper.

For all courses, each adjacent lane shall be completed to approximately the same location at the end of each day's paving.

Penalty Clause

As per OPSS 310, the paver shall operate continuously at a uniform speed. If continuous operations are interrupted for more than 20 minutes, the Contractor shall be charged a penalty of \$50/ minute for every minute of interruption. If operations are interrupted for more than 40 minutes, paving shall cease, and the \$50/ minute penalty will be applied.

A Pre-Pave Meeting shall be conducted between the Contractor and the Township, prior to paving to review the Township's expectations.

Any debris resulting from cold milling, asphalt spills, cleaning of truck boxes or any other mess shall be cleaned up and disposed of by the Contractor to the satisfaction of the Township.

Trucks shall have a designated area for cleaning their boxes, in a location that will not interfere with paving, and is approved by the Contract Administrator.

The Contractor shall take three samples, using the Quarter Master method: one Quality Assurance (QA), one Referee, and one Quality Control (QC), per 1000 tonnes of any one type of mix produced at a minimum of once per day, per lane. The Contractor shall conduct

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

the necessary QC testing required for that type of mix such as, but not limited to, Gradation, AC Content, and Air Voids. A copy of all QC test results will be forwarded to the Township, immediately after the results are known. All QA samples for the Township shall be delivered within four hours of sampling and will be tested at the discretion of the Township. QC compaction testing shall be conducted randomly at a minimum frequency of every 100 m per lane or 150 m² area, and the results submitted to the Township on a daily basis.

The Contractor shall be responsible for the designing of asphalt mixes, which shall conform to the requirements for the type of asphalt mix as specified in the below Table. The warm mix additive is to be approved by the Township prior to the mix design being completed.

The Contractor shall provide a full 4-point mix design that includes the approved warm mix additive.

The temperature-viscosity chart for the PGAC shall incorporate the warm mix additive.

OPSS 310, Appendix 310-C, Supplementary Requirements for Using Warm Mix Asphalt in Municipal Contracts, shall apply to this Contract.

HMA Type	Location in Contract	Traffic Category	PGAC Grade	AC %	Max. RAP %
Superpave 12.5	Surface Course	B	58S-34	5.0	15

MTO PGAC price index for payment adjustment shall apply to this Contract as per OPSS 310, Appendix 310-B.

Asphalt Cement shall be according to OPSS MUNI 1101, dated November 2016 and Appendix 1101-B shall apply (PGAC shall be graded for traffic loading using the Multiple Stress Creep Recovery Testing).

PGAC QC test results from the asphalt cement supplier shall be submitted to the Township prior to the commencement of asphalt production to verify that the PGAC meets the requirements of the contract and OPSS MUNI 1101 as amended herein.

The Contractor shall obtain asphalt cement samples for each grade of PGAC at the discretion of the Contract Administrator for QA testing as per OPSS MUNI 1101. The Township will be conducting the following QA Testing by a qualified laboratory:

	1	2	3	4
Test Number	LS-227	T350-14	LS-299	LS-308
Description	ASH Test	MSCR Test	DENT Test	ExBBR

OPSS.MUNI 100 OPS GENERAL CONDITIONS OF CONTRACT

As per GC 7.16.02 (d), the warranty period for Warm Mix SP 12.5 Asphalt shall be 24 months.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

OPSS 310.08 (Quality Assurance)

Subsection 310.08.04 of OPSS 310 is amended by deleting the second paragraph in its entirety and replacing it with the following:

If the HMA is deemed borderline for aggregate gradation or asphalt cement content according to Table 7, 5% of the payment for the affected Warm Mix Asphalt Item will be withheld for the two year warranty period. If any Warm Mix Asphalt deficiencies are identified during the warranty, the Contractor will be notified, in writing, by the Township and the Contractor will conduct the necessary repairs. A total of three borderline test results, for the same attributes, representing up to 5,000 tonnes of HMA production, shall result in the work being deemed rejectable.

Subsection 310.08.05 of OPSS 310 is amended by deleting the second paragraph in its entirety and replacing it with the following:

If the HMA is deemed borderline for air voids as specified in Table 9, 5% of the payment for the affected Warm Mix Asphalt Item will be withheld for the two year warranty period. If any Warm Mix Asphalt deficiencies are identified during the warranty, the Contractor will be notified, in writing, by the Township and the Contractor will conduct the necessary repairs. A total of three borderline test results, for the same attributes, representing up to 5,000 tonnes of HMA production, shall result in the work being deemed rejectable.

OPSS.MUNI 1101 MATERIAL SPECIFICATION FOR PERFORMANCE GRADED ASPHALT CEMENT

Section 1101.05 is amended by deleting the fifth paragraph in its entirety and replacing it with the following:

The asphalt cement shall not contain any of the following additives added for PGAC modification: atactic polypropylene; carbon black; polyisobutylene; polyisoprene; natural rubber; alkaline bases; insoluble particulates or fibres; salts of iron, copper, manganese and/or cobalt; silicates; styrene-butadiene rubber (random copolymer latex); synthetic waxes (paraffin waxes, naphthenic waxes); synthetic and saturated oils (including but not limited to the following: vegetable oils or modified vegetable oils; (paraffin oils, polyalphaolefins (PAO), lube oils, and re-refined lube oils.); waste oils (including but not limited to the following: cracked residues, re-refined high vacuum distillate oils; tall oils, vacuum tower asphalt extenders; waste cooking oils, waste engine oils, waste engine oil residues). **The asphalt cement supplier shall declare in writing that none of the PGAC additives listed above are contained within the asphalt cement.**

Subsection 1101.08.04 is amended with the addition of the following:

The owner may also elect to complete QA testing on recovered AC.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

Subsection 1101.08.05 is amended by deleting the second paragraph in its entirety and replacing it with the following:

If the PGAC is deemed borderline, 5% of the payment for the affected Warm Mix Asphalt Item may be subject to holdback, for the two year warranty period, at the discretion of the Township, for the purposes of repairing any deficiencies that may be identified during the warranty. The Contractor will be notified, in writing, by the Township and the Contractor will conduct the necessary repairs.

Appendix B, Table 1 of OPSS 1101 is amended by deleting the acceptance and rejectable criteria for the Low Temperature Limiting Grade (LTLG) (°C) requirement (Test Method LS-308) and replacing it with the following:

Appendix B Table - 1
Additional Asphalt Cement Testing Requirements and
Acceptance Criteria for All PG Grades

	Property and Attributes (Unit)	Test Method	Results Reported Rounded to the Nearest	Acceptance Criteria	Rejectable
All PGAC Grades Excluding PG 58S-28 and PG 52S-34	Low temperature limiting grade (LTLG) (°C)	LS-308	0.5	≤ -YY	> -YY

OPSS 1150 MATERIAL SPECIFICATION FOR HOT MIX ASPHALT

Subsection 1150.07.01 is amended with the addition of the following:

The Contractor shall purge their AC tanks prior to use of the specified AC on this Contract. The Contractor shall also submit to the Township their Standard Operating Procedure for purging their AC tanks.

**ITEM A25
LINE PAINTING**

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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “C” – SPECIAL PROVISIONS

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 and symbols conforming to the Contract Drawings, when provided and the Ontario Traffic Manual

All pavement markings completed with arrows and stop bars 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 - Allowance

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. The Contract will provide quotations from the line painting subcontractor and will be permitted to add 10% to the invoice amount for overhead and profit if the work proceeds under this Contract.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "C" – SPECIAL PROVISIONS

**ITEM A26
STONE STAIRS REMOVAL, SALVAGE, AND REINSTATEMENT**

Contractor to remove, salvage, and reinstate stone stairs noted on the drawings. Payment will be lump sum.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "D" – FORM OF TENDER

1. I _____, of _____,
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 FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement 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 FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.
5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Township shall be an acceptance of this Tender.
7. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “D” – FORM OF TENDER

I/We hereby agree to provide section rehabilitation services in accordance with the provisions set out in Parts “A”, “B”, and “C” of this Tender, for the following firm prices. Exact location is identified in “Schedule “A” – Location Maps”.

Item No.	Spec.No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
Location A: Christie Lake North Shore Road – From County Road 6 to 200 m North of Christie Lane						
A1	SP	Site Preparation	1	L.S.	\$ _____	\$ _____
A2	706 SP	Traffic Control Signing	1	L.S.	\$ _____	\$ _____
A3	182 SP	Environmental / Watercourse Protection	1	L.S.	\$ _____	\$ _____
A4	201 SP	Clearing and Grubbing	1	L.S.	\$ _____	\$ _____
A5	206 SP	Earth Excavation Grading; including Stripping and Ditching	5,480	m ²	\$ _____	\$ _____
A6	314 SP	Granular ‘A’ Quarry Sourced (All inclusive)	9,000	t	\$ _____	\$ _____
A7	314	Granular ‘B’ Type II	4,890	t	\$ _____	\$ _____
A8	330 SP	In-place full depth reclamation of bituminous pavement and underlying granular	17,550	m ²	\$ _____	\$ _____
A9	405	200mm DIA. Subdrain c/w geotextile sock and subdrain outlets (2)	82	m	\$ _____	\$ _____
A10	421 SP	300 mm Culvert	120	m	\$ _____	\$ _____
A11	421 SP	450 mm Culvert	90	m	\$ _____	\$ _____
A11	421 SP	600 mm Culvert	110	m	\$ _____	\$ _____
A12	510	Removal of Pipes and Culverts	130	m	\$ _____	\$ _____
A13	511 SP	Rip-Rap c/w geotextile	70	m ²	\$ _____	\$ _____
A14	721	Steel Beam Guiderail	104	m		
A15	721	Steel Beam Guiderail End Treatment	6	ea		
A16	802 SP	Topsoil (Imported)	6,000	m ²	\$ _____	\$ _____
A17	804 SP	Seed and Mulch	6,000	m ²	\$ _____	\$ _____

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “D” – FORM OF TENDER

Item No.	Spec.No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
A18	1005 SP	Placement of Streambed Material	500	m ³	\$_____	\$_____
A19	703 SP	Signage Reinstatement	1	L.S.	\$_____	\$_____
A20	SP	Low Area excavation and reinstatement for floodway enhancement	1	L.S.	\$_____	\$_____
A21	314 SP	Granular A fine grading Year 2020	1	L.S.	\$_____	\$_____
A22	310 SP	Warm Mix Asphalt – Year 2020	2,750	t	\$_____	\$_____
A23	314 SP	Granular A Shouldering Year 2020	5,800	m	\$_____	\$_____
A24	305	Granular Sealing	220	M2	\$_____	\$_____
A25	710 SP	Line Painting (Allowance)	1	L.S.	\$5,000.00	\$5,000.00
A26		Stone Stairs, Removal, Salvage and Reinstatement	1	L.S.	\$_____	\$_____
Total Tendered Price						\$_____

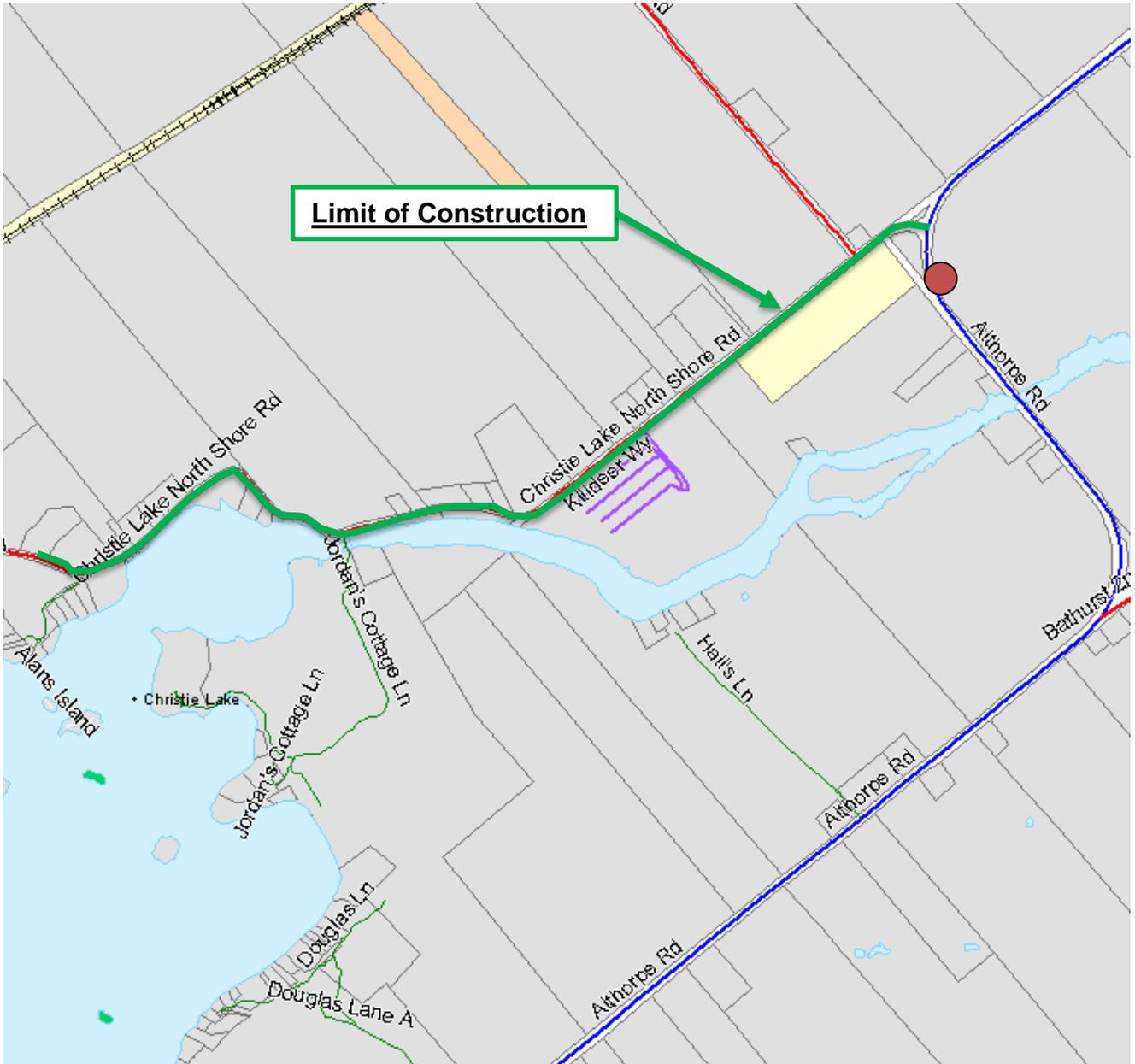
Notes:

- i) H.S.T. will be paid in addition to the tendered price.
- ii) Prices must be rounded to two decimal places only.
- iii) OPSS.MUNI specifications shall apply when applicable.

THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013

PART "D" – FORM OF TENDER

Schedule "A" – Location Map



**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "D" – FORM OF TENDER

Statement "A" – Bidder's Experience in Similar Work

Year	Description of Contract	For whom Performed	Project Foreman	Value

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "D" – FORM OF TENDER

TENDER DEPOSIT METHOD OF RETURN – FORM 4

Please complete this form indicating your preference
for returning your tender deposit cheque.

The Contractor will **pick up** the tender deposit.
**Township Staff will notify the Contractor when the cheque is
available for pick-up.**

If you are selecting this option, if possible, please provide the name of
the representative who will pick up the cheque.

Name: _____

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Contractor.
My Purolator Account #: _____

Send cheque by **Regular Mail**.

Contractor Name: _____

Signature of Contractor representative

Date: _____

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART “D” – FORM OF TENDER

CHECKLIST

Enclosed with submission:

- 1. Completed Part “D” enclosed
- 2. 2019 Health and Safety Policy – Part “A” (#7)
- 3. WSIB Certificate of Clearance – Part “A” (#7)
- 4. Accessibility Declaration – Part “A” (#8)
- 5. Tender Deposit – Part “A” (#5)

Documents upon Award of Contract:

- 1. Performance Bond – Part “A” (#16)
- 2. Material and Labour Bond – Part “A” (#16)
- 3. Maintenance Bond – Part “A” (#16)
- 4. Certificate of Liability Insurance – Part “A” (#15)

**THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013**

PART "D" – FORM OF TENDER

TENDER LABEL – FORM 5

To help identify your Tender, please **cut out the label below and affix this label to the outside of your Tender Envelope:**

THE CORPORATION OF TAY VALLEY TOWNSHIP TENDER FOR CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION CONTRACT #2019-PW-013	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2019-PW-009	1:00PM September 19, 2019
YOUR COMPANY'S NAME AND ADDRESS:	



Use the above label for your envelope when you submit your Tender Document.

THE CORPORATION OF TAY VALLEY TOWNSHIP
CHRISTIE LAKE NORTH SHORE ROAD REHABILITATION
CONTRACT #2019-PW-013

PART "E" – AODA CONFIRMATION

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township
From: [Company Name]
[DATE]
[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]
[NAME]
[POSITION]
[CONTACT INFORMATION]
[COMPANY]