



TENDER

ALLAN'S MILL ROAD BRIDGE REHABILITATION

CONTRACT #2021-PW-003

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
ALLAN'S MILL ROAD BRIDGE REHABILITATION
CONTRACT #2021-PW-003**

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, February 18th, 2021**.

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

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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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PART "A" – INFORMATION TO BIDDERS

2. 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 by 4:00 p.m.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date by 4:00 p.m.

3. 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.

4. 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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PART "A" – INFORMATION TO BIDDERS

5. 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%, for each subsequent year of the Contract. Please complete the attached **Tender Deposit – Method of Return – Form 4**.

6. Harmonized Sales Tax

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

7. 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, dated not later than **2021**, 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.

8. 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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PART "A" – INFORMATION TO BIDDERS

9. Bidder's Checklist

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

10. 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.

11. 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. Bidders who attend the opening must follow COVID-19 protocols, including wearing of face mask and social distancing. The opening will be held outside the Municipal Office.

12. 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.

13. 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 March 23rd, 2021.**

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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.

14. Insurance

The successful bidder shall provide at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide The Corporation of the Township of Tay Valley with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. This coverage shall not contain any exclusions with respect to explosion, collapse and underground property damage hazards.

Such insurance shall add The Corporation of the Township of Tay Valley and D.M. Wills Associates Limited as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township or D.M. Wills Associates Limited.

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PART "A" – INFORMATION TO BIDDERS

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

Environmental Impairment Liability

The bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than \$5,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration costs. If such insurance is issued on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Other Requirements

The bidder shall keep their property / assets insured. Failure to do so shall not impose any liability on the Township.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the Township / D.M. Wills Associates Limited shall bear no cost towards such deductibles.

The Township reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

The bidder shall provide The Corporation of the Township of Tay Valley with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies The Corporation of the Township of Tay Valley in writing at least thirty (30) days prior to the effective date of the such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township.

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

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PART "A" – INFORMATION TO BIDDERS

Indemnification Clause

The successful bidder shall defend, indemnify and save harmless The Corporation of the Township of Tay Valley and D.M. Wills Associates Limited, their elected officials, officers, and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the bidder, its agents, officers, employees, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this agreement.

15. 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 one hundred (100%) 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.

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PART "A" – INFORMATION TO BIDDERS

16. 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.

17. 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.

18. 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.

19. 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.

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PART "A" – INFORMATION TO BIDDERS

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).

20. 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.

21. 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.

22. Payments

The Company shall invoice the Township, "Tay Valley Township", monthly, for services and materials provided.

The successful Company will be required to complete the appropriate paperwork to facilitate payment via. Electronic Funds Transfer (EFT). This paperwork will be provided to the Company by the Township after the Contract is awarded.

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PART "A" – INFORMATION TO BIDDERS

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.

23. 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
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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.

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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 twelve (12) 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 accomplish Substantial Performance of this Contract as defined in Section GC8.02.04 of the OPSS General Conditions (MUNI. 100) **on or before October 29th, 2021.**

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PART "B" – GENERAL CONDITIONS

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 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.

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.

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PART "B" – GENERAL CONDITIONS

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. Only single-lane closures shall be permitted.

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. 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.

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PART "B" – GENERAL CONDITIONS

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.

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.

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PART "B" – GENERAL CONDITIONS

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.MUNI.310 (Asphalt) and OPSS.MUNI.1350 at the expense of the Contractor. Sampling technician and testing facility shall be approved by the Township in advance.

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.

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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.

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PART “C” – SPECIAL PROVISIONS

**ITEM A1
MOBILIZATION AND DEMOBILIZATION**

Scope

This item covers the Contractors costs associated with the transportation and or accommodation (meals and lodging) of labour, equipment, offices, conveniences, temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by the other items in the Schedule of Unit Prices.

Basis of Payment

Payment at the Lump Sum price set out in the schedule of unit prices for mobilization and demobilization will be made as follows:

- 50% payable on first Payment Certificate
- 50% payable on the Substantial Performance Payment Certificate

**ITEM B1
EARTH EXCAVATION, GRADING**

Amendment to OPSS.MUNI 206, April 2019

206.01 Scope

Section 206.01 of OPSS 206 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment and materials necessary to remove and dispose of the existing tar and chip surface treatment according to the appropriate Ontario Provincial Standard Specification(s), as shown on the Contract Drawings and as directed by the Contract Administrator. Furthermore, under this Item and for the contract unit price, the Contractor shall removal the road base material to the depth specified on the drawings and as per the applicable Contract Documents.

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PART “C” – SPECIAL PROVISIONS

**ITEM A2
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) Provide all protection measures to ensure that no deleterious material from any operation enters the watercourse with particular concern for demolition debris and sediment from runoff;
- iii) No refuelling of vehicles, equipment, etc. is to take place within 100m of a watercourse;
- iv) Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- v) 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;
- vi) Machinery shall not operate directly in a watercourse.

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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.

**ITEMS A3 AND B2
SUPERPAVE 12.5**

Amendment to OPSS.MUNI 310, November 2017

310.01 Scope

Section 310.01 of OPSS 310 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment and materials necessary to supply and place Superpave 12.5 asphalt according to the appropriate Ontario Provincial Standard Specification(s), as shown on the Contract Drawings and as directed by the Contract Administrator, including placement of Granular “A” and reshaping subgrade as may be required to achieve final grades.

Asphalt on bridge deck and approach slabs shall be placed in two lifts.

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.

| HMA Type | Location in Contract | PGAC Grade | AC % | Max. RAP % |
|----------------|----------------------|------------|------|------------|
| Superpave 12.5 | Base/Surface | 58-34 | 5.0 | 15 |

Acceptance of hot mix aggregates and asphalt cement shall be according to OPSS 1003 and OPSS 1101, respectively.

The Contractor shall obtain and deliver to the Contract Administrator the weigh tickets for this Item. The weigh tickets shall identify the material type, tare weight, truck number, job site, tender item number, and date and time of delivery.

As part of the work under the Tender Item “**Superpave 12.5**”, the Contractor shall place temporary pavement markings upon completion of the paving.

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PART “C” – SPECIAL PROVISIONS

310.07 Construction

310.07.06.02 Operational Constraints

Section 310.07.06.02 of OPSS 310 is amended by the addition of the following:

The Contractor shall survey the existing road at 10 m intervals between construction limits and at tie-in locations. These elevations shall be used to ensure the longitudinal and transverse grading is matched or improved in the finished road. Where the existing elevations do not provide proper drainage, the Contractor shall grade the new asphalt and road base to achieve proper drainage to the satisfaction of the Contract Administrator.

Testing of the finished grade shall be completed through the application of water to the finished road surface. The Contract Administrator shall be on site for the test and must be satisfied with the drainage of the finished road between the limits of construction. Should proper drainage not be achieved, the Contractor shall repair problem areas to the satisfaction of the Contract Administrator at no additional cost to the Owner.

310.10 Basis of Payment

310.10.01 Superpave 12.5

Section 310.10.01 of OPSS 310 is amended by the addition of the following:

The unit price shall be complete and include but not be limited to:

- i) Any saw cutting in long straight lines of existing asphalt / tar and chip / surface treatment.
- iii) Grading, levelling and compacting the existing / new granular base.
- iv) Temporary ramping at limits of construction or as directed by the Contract Administrator and removal of ramping in advance of the placement of the surface course asphalt.
- v) Cleaning base course asphalt with a power broom or other means capable of leaving a clean, dry surface prior to construction of the surface course asphalt.
- vi) Tack coat to be applied over protection board, between lifts and at joints.

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PART “C” – SPECIAL PROVISIONS

**ITEMS A4, A5, A6, AND B3
GRANULAR ‘A’
GRANULAR ‘B’
SELECT SUBGRADE MATERIAL**

Amendments to OPSS.MUNI 314, November 2016, OPSS.MUNI 501, November 2017

314.01 Scope

Section 314.01 of OPSS MUNI.314 is amended by the addition of the following:

Under this Item and for the Contract unit price, the Contractor shall supply, place and compact in accordance with OPSS 501, the Granular ‘A’, Granular ‘B’, and Select Subgrade Material required for backfilling and bedding, as shown on the Contract Drawings, and as directed by the Contract Administrator. Granular ‘A’ shall be placed in 150mm lifts and compacted to 100% SPMDD.

The extent of the Contract price item for placing granular backfill and subgrade materials shall be as shown on the Drawings. Where, however, the Contractor has excavated beyond these limits, or has failed to place earth fill up to the lower limits, he shall supply, place and compact, to the satisfaction of the Contract Administrator, either earth or granular material, whichever the Contract Administrator shall direct, as required to fill the resulting excess volume. All costs of supplying and placing such additional material shall be at the Contractor’s expense.

The unit price shall be complete and include but not be limited to:

Granular ‘A’

- i) Granular subgrade and shouldering under new asphalt at approaches, as shown on the Contract Drawings;
- ii) Granular ramping at roadway/driveway entrances to accommodate any grade raise;

Granular ‘B’

- i) Granular base and shouldering under new Granular ‘A’ subgrade at approaches, as shown on the Contract Drawings;

Select Subgrade Material

- i) Backfill to structure and under road granular base, as shown on the Contract Drawings.

Water shall be applied to the material to assist compaction, as directed by the Contract Administrator, and shall also be included in the Contract prices.

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The Contractor shall not be permitted to use other than hand operated vibratory type compaction equipment for compaction of backfill material within the restricted zone adjacent to the abutments and wingwalls. The restricted zone is defined within OPSS 501.

**ITEM A8
TRAFFIC CONTROL SIGNING**

Amendments to OPSS.MUNI 706, April 2018

706.01 Scope

Section 706.01 of OPSS.MUNI 706 is amended by the addition of the following:

Under this item and for the Contract price the Contractor shall provide all labour, equipment, and materials necessary to meet the traffic management restrictions and requirements to:

Allan’s Mill Road Bridge – Allan’s Mill Road

Close Allan’s Mill Road Bridge site for the duration of construction in accordance with the Contract requirements and Supplemental General Conditions.

The Contractor shall:

- a. Provide full road closure for the duration of construction.
- b. Provide a Traffic Control Plan and Detour Route Plan, via Scotch Line (County Road 10) and Upper Scotch Line, in accordance with the Ontario Traffic Manual – Book 7 – Temporary Conditions, to be submitted to the Contract Administrator for review two (2) weeks prior to commencement of the work.
- c. Set up and maintain Detour Route signs in accordance with the approved Detour Route Plan.
- d. Allow Local traffic and maintain access for same at all times.
- e. Supplying, erecting and maintaining all signs, barricades, flashers, 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.
- f. Supplying properly trained and properly attired flag personnel and the required equipment, for all operations, including the Equipment Rental Items.
- g. Provide and maintain work area fencing.
- h. Construct, maintain, & restore all required site access.

706.02 References

Section 706.02 of OPSS.MUNI 706 is amended by the addition of the following:

All Traffic Control and Signage shall be in accordance with OPSS 706, the “Ontario Traffic Manual – Book 7 – Temporary Conditions”, “Ontario Traffic Manual – Book 5 – Regulatory

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Signs”, and the Occupational Health and Safety Act, except as may be indicated otherwise in this section.

All references in OPSS 706 to “Traffic Control Manual for Roadway Work Operations”, “Manual of Uniform Traffic Control Devices” or “M.U.T.C.D.” shall be replaced by the “Ontario Traffic Manual – Book 7 – Temporary Conditions” (OTM – Book 7).

Traffic control on this Contract shall be in conformance with Ministry of Labour Policies, Occupational Health and Safety Act any safety the provisions of Tay Valley Township and the procedures outlined in the pamphlet entitled "Correct Methods for Traffic Control" issued by the Construction Safety Associations of Ontario. Copies of this pamphlet may be obtained from the Ministry of Transportation’s District Office.

706.03 Definitions

Section 706.03 of OPSS.MUNI 706 is amended by the addition of the following:

For the purposes of this Contract, the OPSS MUNI.706 definition of “Construction Signs” is amended to include all Contract Identification and Public Advisory Signs.

706.04 Design and Submission Requirements

Section 706.04 of OPSS.MUNI 706 is amended to include the following:

The Contractor shall provide the Contract Administrator with a detailed construction sign plan two (2) weeks prior to commencement of the work. The plan shall include all necessary advisory and contract identifications signs, and all detour warning signs including type, size and location as well as all signs and barricades required to limit vehicle and pedestrian traffic during construction.

Contract Identification and Public Advisory signs as described shall be placed at both ends of the work areas and should be identified on the Contractors detailed signing plan.

706.05 Materials

Section 706.05 of OPSS.MUNI 706 is amended by the addition of the following:

Public Advisory Signs shall be minimum 2400 mm x 1200 mm size.

Public Advisory Signs shall have an orange background with black lettering.

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706.07 Construction

Section 706.07 of OPSS.MUNI 706 is amended by the addition of the following:

The work administered under this item shall include the supply, erection, maintenance, repair, replacement (as necessary), and removal of all signs, delineators and barricades necessary in accordance with the OTM, OTM Book 6 Warning Signs and OTM Book 7 Temporary Conditions – Field Edition to advise the public, control traffic and protect the work area during all stages of construction.

All existing signs that will be in conflict with the traffic control plan shall be bagged by the Contractor during construction.

All signs shall be installed by buried installation to a minimum depth of 1.2 m unless otherwise approved by the Contract Administrator.

The Contractor shall also barricade the work area in and around the bridge site to prevent vehicles or pedestrians from gaining access to the work area during construction. Barricades shall be preceded by warning signs and shall be sufficient to prevent an errant vehicle from entering any work area or excavation. Barricades shall not be placed in a manner that will restrict access to local entrances and/or mailboxes or interfere with the use of traffic lanes for vehicles and pedestrians as specified elsewhere.

Contract Identification and Public Advisory signs shall be placed at both ends of the work areas and should be identified on the Contractor’s Detailed Signing Plan.

The Public Advisory signs shall be erected as soon after the execution of the Contract Documents as possible and prior to moving onto the site, in order to alert the public of the impending construction and lane modifications or restrictions and timing.

All signs shall be placed in locations that do not impair driver visibility in either direction or from any intersection, driveway or laneway.

**ITEM A10
STEEL BEAM ENERGY ATTENUATIVE TERMINAL SYSTEM**

Amendments to OPSS.MUNI 732, November 2019

732.01 Scope

Section 732.01 of OPSS.MUNI 732 is amended by the addition of the following:

Under this item and for the Contract price the Contractor shall:

- Install the SBEAT systems as shown in the Contract Drawings and as per the manufacturer specifications and OPS.

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PART "C" – SPECIAL PROVISIONS

**ITEM A11 AND A12
EARTH EXCAVATION FOR STRUCTURE
DEWATERING STRUCTURE EXCAVATIONS**

Amendments to OPSS.MUNI 902, November 2019

902.01 Scope

OPSS 902.01 is amended by the addition of the following:

Under this Item and for the Contract unit prices the Contractor shall excavate earth materials to construction of roadway, shoulders, embankments, etc., and other excavation required to complete the work, as shown on the Drawings and as directed by the Contract Administrator. All work under this item shall be in accordance with OPSS 902 except as otherwise specified herein. Furthermore, under this Item and for the Contract unit price, the Contractor shall remove and dispose of the existing tar and chip surface treatment within the excavation area.

Materials under this item shall be disposed of by the Contractor outside the right-of-way at his own expense.

The Contractor shall design and implement a temporary cofferdam as shown on the Contract Drawing to isolate the work area in front and behind the abutments as required to complete the work. The excavated area behind the abutments shall be kept dry concrete removal and placement work is being completed. The excavation shall be kept free of standing water during backfilling operations. Notwithstanding the above, water shall still be used for compaction of the backfill material(s) as specified elsewhere in the Contract.

The Contractors attention is drawn to the presence of a timber weir on the upstream face of the abutments/wingwalls. The Dewatering Plan submitted by the Contractor shall not rely on the adequacy of the existing weir to prevent the ingress of water, nor shall it incorporate the existing weir as an integral part of the Dewatering Measures outlined in the submitted Plan. The Contractor shall not damage the existing weir. Any damage done to the existing weir shall be repaired or replaced as required to match pre-construction conditions.

Appendix B of OPSS.MUNI 902 is invoked and forms part of this Contract.

902.04 Design and Submission Requirements

The Contractor shall submit his detailed drawings and specifications for his proposed method of dewatering (Dewatering Plan) for the Contract Administrator's review. The Contractor shall be wholly responsible for the adequacy of his method of dewatering.

Discharge points of all pumps utilized in dewatering the work and removing sediments from the sediment traps shall be located away from the watercourse to permit the natural filtration

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of the sediments by the soil and vegetation, as required elsewhere in the Contract and as directed by the Contract Administrator.

The Contractor shall note that they are wholly responsible for the design and installation of the dewatering / flow bypass system(s).

Should a Permit To Take Water (PTTW) and/or submissions to the Environmental Activity and Sector Registry (EASR) be required in order to carry out dewatering / bypass operations, the Contractor is wholly responsible for all costs, requirements, submissions, approvals, etc.

902.09 Measurement for Payment

The first sentence of Section 902.09.01.01 of OPSS 902 is removed and replaced by the following:

No measurement for payment shall be taken for this work, but instead shall be paid as a lump sum. No compensation will be provided for excavation beyond the Pay Limits noted on the Contract Drawings.

902.10 Basis for Payment

OPSS 902.10.01 is amended by the addition of the following:

No additional payment shall be made to the Contractor for material excavated past the Pay Limits as indicated on the Contract Drawings.

Lump sum payment under this Item shall include all incidental Items necessary for the construction of the dewatering system / temporary cofferdam.

**ITEM A13, A14, A15, AND A16
CONCRETE IN DECK
CONCRETE IN SUBSTRUCTURE
TREMIE CONCRETE
DOWELS INTO CONCRETE**

Amendments to OPSS.MUNI 904, November 2012

**904.07 Construction
904.07.06 Placing of Concrete**

904.07.06 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete in Substructure shall include the following, all as shown on the Drawings:

- Supply, form, place, and cure concrete in the reconstructed wingwalls;

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All concrete surfaces against which new concrete will be placed shall be roughened as part of this item.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

904.07.12 Removal of Formwork and Falsework

904.07.12 of OPSS.MUNI 904 is amended by the addition of the following:

Removal of formwork and falsework incorporated into the Temporary Support System designed by the Contractor and approved by the Contract Administrator, including the Temporary Support System, shall not be removed until the new deck concrete has reached 70% of its design strength.

**ITEM A18
METAL TRAFFIC BARRIER**

Amendments to OPSS MUNI.908, November 2014

908.01 Scope

908.01 of OPSS.MUNI 908 is amended by the addition of the following:

This specification shall apply to the installation of the Thrie Beam and associated posts and anchorage assemblies as shown on the Contract Drawings.

908.07 Construction

908.07.01 General

908.07.01 of OPSS 908 is amended by the addition of the following:

Installation of the Thrie Beam across the bridge structure shall adhere to the requirements of OPSS.MUNI 721 and all other relevant OPSD, details, and specifications invoked in the Contract Documents.

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**ITEM A19
BRIDGE DECK WATERPROOFING**

Amendments to OPSS MUNI.914, November 2014

914.07.07 Form and Fill Grooves

The first paragraph of Subsection 914.07.07 of OPSS 914 is deleted and replaced by the following:

Where hot mix asphaltic concrete is carried directly over expansion and fixed joints and where specified in the Contract Documents, a 20mm wide and 40 mm deep rectangular groove shall be formed. This groove shall be made either by dry sawing or routing, with vertical sides, and be located directly over the joint for the full length of the joint.

Subsection 914.07.07 of OPSS 914 is amended by the addition of the following:

As part of the work under this item, the Contractor shall:

a) Sawcut and fill grooves at the approach ends of the deck slab.

Form and fill grooves shall be completed within five days of surface course asphalt paving. All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A20
TEMPORARY SUPPORT**

Amendments to OPSS 919, November 2011

**919.07 Construction
919.07.03 Temporary Supports**

Section 919.01 of OPSS 919 is amended by the addition of the following:

Temporary Supports (shoring) shall be as indicated on the Contract Drawings. Alternately, the Contractor may design and submit for approval an alternate shoring system that incorporates the formwork/falsework of the proposed deck. The design of the Temporary Supports / Shoring alternate to those indicated in the Contract Drawings shall meet the requirements OPSS.MUNI 906 for structural steel, including all design and submission requirements set out therein. Otherwise, the deck formwork shall be supported by other means which do not incorporate the lateral support system indicated on the Contract Drawings.

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919.10 Basis of Payment
919.10.02 Temporary Supports – Item

Section 919.10.02 of OPSS 919 is amended by the addition of the following:

Payment at the Contract Price for the above tender item shall include the fabrication, delivery, and erection of the Temporary Supports.

**ITEM A21
ACCESS TO WORK AREA, WORK PLATFORM AND SCAFFOLDING**

Amendments to OPSS 928, April 2012

928.01 Scope

Section 928.01 of OPSS.MUNI 928 is amended by the addition of the following:

Under these items and for the contract unit price, the Contractor shall provide all labour, equipment, and materials required to construct all necessary access to work areas, work platforms, and scaffolding to facilitate all concrete removals, as directed by the Contract Administrator.

**ITEM A22
CONCRETE REMOVAL – FULL DEPTH**

Amendments to OPSS 928, April 2012

928.01 Scope

928.01 of OPSS.MUNI 928 is amended by the addition of the following:

Concrete Removal – Full Depth shall include the following, all as shown on the Drawings:

- Removal of top portions of wingwalls and cleats;
- Removal of rear portions of wingwalls;
- Removal of existing deck slab and ends;
- Removal of existing deck cantilevers, curbs, parapet walls and railings, including deck drains;
- Removal of embedded structural steel girders under deck slab;
- Removal of concrete curbs on approaches.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

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928.07 Construction
927.07.07.02 Concrete Removals for Full Depth

928.07.07.02 of OPSS.MUNI 928 is amended by the addition of the following:

The Contractor shall field cut and remove, or retain, clean and bend existing reinforcing steel, as shown on the Contract Drawings and as directed by the Contract Administrator. Care shall be taken not to damage, cut or loosen existing reinforcing bars exposed by the Contractor’s operations. The exposed reinforcement shall be cleaned of all scale and corrosion deposits by chipping and abrasive blast cleaning. The Contractor shall adjust and bend the existing reinforcement where required to accommodate new concrete.

The Contractor shall take all necessary care not to damage parts of the structure deemed to remain. The proposed procedure for sawcutting of concrete shall be submitted to the Contract Administrator for review.

The Contractor shall carefully remove all concrete and take all necessary precautions to prevent any debris from falling into the watercourse. Any materials which fall into the watercourse shall be located and removed immediately under the direction of the Contract Administrator. The Contractor shall observe all safety laws and regulations in carrying out the work of this and all other Items. Full protection system shall be in place during all removals to ensure no material falls into the watercourse.

Any damage caused to the existing structure as a result of the Contractor’s operations shall be repaired by the Contractor at his own expense and to the complete satisfaction of the Contract Administrator.

All removals from the existing structure, except as specifically noted, shall remain the property of the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling removals, rubble, excavated materials or fill from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

928.09 Measurement for Payment
928.09.01.03 Concrete Removal – Full Depth

928.09.01.03 of OPSS.MUNI 928 is amended by the addition of the following:

No measurement for payment shall be made for Item A23 – Concrete Removal – Full Depth, instead payment shall be made as a Lump Sum.

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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 Contractor, 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 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

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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.

| Item No. | Spec. No. | Description | Estimated Quantities | Unit | Bid Price Per Unit | Total Bid |
|--|-----------|---|----------------------|-------------------|--------------------|-----------|
| PART A: Allan’s Mill Road Bridge – Allan’s Mill Road, 0.5 km south of Upper Scotch Line, Site No. 15-A01. | | | | | | |
| A1 | SP | Mobilization and Demobilization | 1 | L.S. | \$_____ | \$_____ |
| A2 | 182, SP | Environmental / Watercourse Protection | 1 | L.S. | \$_____ | \$_____ |
| A3 | 310, SP | Superpave 12.5 | 15 | t | \$_____ | \$_____ |
| A4 | 314, SP | Granular 'A' | 25 | t | \$_____ | \$_____ |
| A5 | 314, SP | Granular 'B' | 45 | t | \$_____ | \$_____ |
| A6 | 314, SP | Select Subgrade Material, Compacted | 85 | t | \$_____ | \$_____ |
| A7 | 510 | Removal of Steel Beam Guide Rail | 117 | m | \$_____ | \$_____ |
| A8 | 706, SP | Temporary Traffic Control Signs | 1 | L.S. | \$_____ | \$_____ |
| A9 | 721 | Single Rail Steel Beam Guide Rail | 90 | m | \$_____ | \$_____ |
| A10 | 732, SP | Steel Beam Energy Attenuating Terminal System | 4 | Each | \$_____ | \$_____ |
| A11 | 902, SP | Earth Excavation for Structure | 70 | LS/m | \$_____ | \$_____ |
| A12 | 902, SP | Dewatering Structure Excavations | 1 | L.S. | \$_____ | \$_____ |
| A13 | 904, SP | Concrete in Deck | 11.4 | LS/m ³ | \$_____ | \$_____ |
| A14 | 904, SP | Concrete in Substructure | 4.1 | LS/m ³ | \$_____ | \$_____ |
| A15 | 904, SP | Tremie Concrete | 1.0 | m ³ | \$_____ | \$_____ |

**THE CORPORATION OF TAY VALLEY TOWNSHIP
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2021-PW-003**

PART “D” – FORM OF TENDER

| Item No. | Spec. No. | Description | Estimated Quantities | Unit | Bid Price Per Unit | Total Bid |
|---|-----------|--|----------------------|----------------|--------------------|-----------|
| A16 | 904, SP | Dowels into Concrete | 114 | Each | \$ _____ | \$ _____ |
| A17 | 905 | Reinforcing Steel Bar | 1.6 | t | \$ _____ | \$ _____ |
| A18 | 908, SP | Metal Traffic Barrier | 22.8 | m | \$ _____ | \$ _____ |
| A19 | 914, SP | Bridge Deck Waterproofing | 32 | m ² | \$ _____ | \$ _____ |
| A20 | 919, SP | Temporary Support | 1.0 | L.S. | \$ _____ | \$ _____ |
| A21 | 928, SP | Access to Work Area, Platform, and Scaffolding | 1 | L.S. | \$ _____ | \$ _____ |
| A22 | 928, SP | Concrete Removal - Full Depth | 1 | L.S. | \$ _____ | \$ _____ |
| A23 | 932 | Crack Injection | 12 | m | \$ _____ | \$ _____ |
| PART ‘A’ Allan’s Mill Road Bridge - Total Tendered Price | | | | | | \$ _____ |

| Item No. | Spec. No. | Description | Estimated Quantities | Unit | Bid Price Per Unit | Total Bid |
|--|-----------|---------------------------|----------------------|----------------|--------------------|-----------|
| PART B: (PROVISIONAL) Allan’s Mill Road Bridge – Allan’s Mill Road, 0.5 km south of Upper Scotch Line, Site No. 15-A01. | | | | | | |
| B1 | 206, SP | Earth Excavation, Grading | 45 | m ³ | \$ _____ | \$ _____ |
| B2 | 310 SP | Superpave 12.5 | 25 | t | \$ _____ | \$ _____ |
| B3 | 314 SP | Granular ‘A’ | 80 | t | \$ _____ | \$ _____ |
| PART ‘B’ Allan’s Mill Road Bridge – Provisional Items - 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
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2021-PW-003**

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
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2021-PW-003**

PART "D" – FORM OF TENDER

Statement "B" – List of Proposed Sub-Contractors

| Sub-Trade | Name of Subcontractor | Address |
|-----------|-----------------------|---------|
| | | |

**THE CORPORATION OF TAY VALLEY TOWNSHIP
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2021-PW-003**

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
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2021-PW-003**

PART “D” – FORM OF TENDER

CHECKLIST

Enclosed with submission:

- 1. Completed Part “D” enclosed
- 2. 2018 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” (#15)
- 2. Material and Labour Bond – Part “A” (#15)
- 3. Maintenance Bond – Part “A” (#15)
- 4. Certificate of Liability Insurance – Part “A” (#14)

**THE CORPORATION OF TAY VALLEY TOWNSHIP
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2021-PW-003**

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 ALLAN'S MILL ROAD BRIDGE REHABILITATION CONTRACT #2021-PW-003 | |
| 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: |
| 2021-PW-003 | 1:00PM February 18th, 2021 |
| 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
UPPER SCOTCH LINE CULVERT REPLACEMENT
CONTRACT #2021-PW-003

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]