

CONTRACT REVIEW CHECKLIST
CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

Guidelines for Tenderers – This is NOT a Contract Document

Tenderers are solely responsible for the regularity of their own bids. However, to assist Tenderers, the Corporation advises all Tenderers to review their bids with the following questions in mind:

Form of Tender – Part II of the Tender

1. Have your firm's name and address been completed on Page A-8?
2. Has your firm's total Tender price been filled in, in Section FT-3.3 on Page A-9?
 - is it in words?
 - is it in numbers?
 - do the words and the numbers agree?
3. Has the Tender been signed properly?
 - corporation – sign and seal
 - partnership – two partners sign and witness signs
 - sole proprietorship – owner signs and witness signs
4. Has EACH ITEM in the Schedule of Prices been completed?
5. Have the subtotals been entered?
6. Has the total been entered?
7. Does the total in the Schedule of Prices agree with the total in Section FT-3.3?
8. Have any strikeouts or changes been made to the Schedule of Prices?
If so, have they been initialled?

Tender – General

9. Have all the documents been completed in ink or in type?
10. Has your firm checked to see that it has received all Addenda?
11. Have all Addenda been submitted with the Tender documents?
12. Has your firm used the Corporations forms to bid?
13. Has your firm obtained and reviewed all Tender Documents?

CONTRACT REVIEW CHECKLIST
CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

14. Has your firm ensured that the bid is NOT QUALIFIED by any restrictive statements written in the documents by your firm?
15. Have any changes (over-writings, strikeouts, erasures, etc.) been initialled by the Tenderer?

Tender – Deposit

16. Has the Tender deposit been included?
17. Is the Tender deposit for the correct amount?
18. If the Tender deposit is a cheque, has it been certified?
19. Has an Agreement to Bond been inserted with the Tender?
20. Has the Agreement to Bond been completed by the bonding company?
Has it been signed and sealed?
21. Is the envelope sealed and clearly marked as to its contents?

CONTRACT DOCUMENTS FOR

CONTRACT RFT.2025-03

ASPHALT RESURFACING
(HOT MIX PAVING)
HAY CREEK ROAD

Township of South Algonquin
PUBLIC WORKS

APRIL 2025

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN
PUBLIC WORKS DEPARTMENT**

CONTRACT # RFT.2025-03

**ASPHALT RESURFACING
(HOT MIX PAVING)
HAY CREEK ROAD IN THE VILLAGE OF WHITNEY,
GEOGRAPHIC TOWNSHIP OF AIRY**

CONTRACTOR	TENDER
	\$ Includes 13% HST

CONTRACT NO. RFT.2025-03
ASPHALT RESURFACING
(HOT MIX PAVING)
OF
HAY CREEK ROAD IN WHITNEY

SEALED TENDERS plainly marked as to the contents on forms supplied by the township, will be received by the undersigned until **3:00 p.m. local time on May 9th, 2025 at the Township Office located at 7 Third Avenue in Whitney, Ontario**, for the **Asphalt Resurfacing of Hay Creek Road**, in the village of Whitney, geographic Township of Airy. Electronic submissions to clerk@southalgonquin.ca will also be permitted.

Specifications, Contract Drawings and Tender forms may be obtained from our website at www.southalgonquin.ca or email works@southalgonquin.ca or from MERX.

A certified cheque not less than the amount specified in the tender requirements must accompany each tender and the successful bidder will be required to provide a 100% Performance Bond and 50% materials and labour payment bond upon execution of the Contract agreement.

Any questions regarding the tender documents, contract drawings and specifications will be taken until Wednesday April 30th, 2025 at 3pm. Responses to questions will be provided back no later than Monday May 5th, 2025 at 3pm.

An onsite meeting with all contractors bidding on this project is requested to be coordinated between the Township of South Algonquin & Contractor prior to Monday May 5th to ensure contractors fully understand the scope of work.

A public tender opening will be held immediately following the above noted closing time, at the Municipal Office at 7 Third Avenue, Whitney Ontario.

The lowest or any tender will not necessarily be accepted and the township reserves the right to award any portion of this tender.

For further information please contact:

Steven Ronholm, Public Works Superintendent
7 Third Avenue, P.O. Box 217
Whitney, ON
K0J 2M0
Cell: 613-334-5447
works@southalgonquin.ca

SECTION A

TENDER

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PART I TENDER CALL

Sealed Tenders are invited for the execution of the works described herein.

Contract Number **RFT.2025-03**

Described as **Asphalt Resurfacing (Hot Mix Paving) of**
Hay Creek Road in the village of Whitney, Geographic
Township of Airy

Tenders shall be addressed to:

Corporation of the Township of South Algonquin
7 Third Avenue, P.O. Box 217
Whitney, ON
K0J 2M0

Steven Ronholm, Public Works Superintendent

(Hereinafter the Corporation)

Tenders shall be received until, **3:00 p.m. local time on Friday, May 9th, 2025**, at the address given above.

Tenders received by the time, date and at the location specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Corporation on whether a Tender is or is not irregular.

PART II **TENDER CONDITIONS**

TC-1 **Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign the Form of Tender and shall affix the corporate seal.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Corporation:
 - (a) the Tender;
 - (b) the Tender deposit;
 - (c) the Agreement to Bond;
 - (d) all Addenda issued by the Corporation with respect to this Contract.
- 1.8 The Tenderer shall submit the Tender on the forms in an envelope clearly labelled with the Townships contract number and description and the Tenderer shall seal the envelope.

TC-2 **Tender Deposit**

- 2.1 The Tender must be accompanied by a certified cheque in the amount of **10% of the total tender amount** made payable to the Corporation of the Township of South Algonquin **or Bid Bond** and must be enclosed in the same envelope as the Tender.
- 2.2 The Corporation shall not pay interest on Tender deposits.

- 2.3 The Corporation shall retain the Tender deposit of the two lowest bidders until:
- (a) the successful Tenderer has executed the Form of Agreement in accordance with Sections TC-15 and TC-19 of the Tender; and
 - (b) the successful Tenderer has provided all bonding in accordance with Sections TC-12 and TC-19 of the Tender.

2.4 The Corporation shall return the deposit of unsuccessful Tenderers.

TC-3 **Agreement to Bond**

- 3.1 At the time of tendering, the Tenderer shall submit, with its Tender, an Agreement to Bond completed and executed by the Tenderer's surety. The Agreement to Bond and the Tenderer's surety shall be in the form shown on FT-5.

TC-4 **Addenda**

- 4.1 The Tenderer shall ensure that its name and address for receipt of addenda are included on the Corporation's list of firms to whom addenda to this Contract, if any, are to be sent. Inclusion on the Corporation's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 **Irregular Tenders**

- 5.1 The Corporation shall be the sole judge of whether or not a Tender is irregular.

TC-6 **Unbalanced Tenders**

- 6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The Corporation shall have the right to:

- (a) deem a Tender to be unbalanced; and
- (b) reject a Tender which it deems to be unbalanced.

TC-7 **Collusion**

7.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:

- (a) ensure that no person or other legal entity, other than the Tenderer has any interest in the Tenderer's Tender; and
- (b) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 Right to Accept or Reject Tenders

- 8.1 Notwithstanding any other provision in this Contract, the Corporation shall have the right to:
- (a) accept any Tender;
 - (b) reject any Tender; and
 - (c) reject all Tenders.
- 8.2 Without limiting the generality of Section TC-9.1 the Corporation shall have the right to:
- (a) accept an irregular Tender;
 - (b) accept a Tender which is not the lowest Tender; and
 - (c) reject a Tender even if it is the only Tender received by the Corporation.
- 8.3 Acceptance of the Tender shall occur at the time the Corporation awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 Contract Documents

- 9.1 The Tenderer shall obtain and review all Contract Documents listed in the Form of Tender, and all addenda issued by the Corporation pertaining to the Contract.

TC-10 Errors, Omissions and Discrepancies in the Contract Documents

- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Corporation at the address specified in Part I of the Tender.
- 10.2 The Corporation may at its discretion provide or make available digital versions of portions of the Contract Documents to the Tenderer to assist in the tendering process. The digital information provided or made available by the Corporation does not replace supersede or modify the Contract Documents.
- 10.3 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 Irrevocability of Offer

- 11.1 The Tenderer shall not revoke its offer until after the expiration of ninety (90) days after the opening of Tenders by the Corporation.

11.2 If the Tenderer revokes its offer prior to the expiration of ninety (90) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the Corporation from pursuing any other legal remedy which it may have.

TC-12 Successful Tenderer - Bonds

12.1 The successful Tenderer and its surety shall provide:

- (a) a performance bond in the amount of 100% of the total Tender amount; and
- (b) a labour and material payment bond in the amount of 50% of the Total Tender amount.

12.2 The surety of the successful Tenderer and the bonds referred to in Section 12.1 shall be to the satisfaction of the Corporation's solicitor.

TC-13 Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance

13.1 The successful Tenderer shall provide the Corporation with a valid Workplace Safety and Insurance Board Certificate of Clearance to the satisfaction of the Corporation's Solicitor.

TC-14 Occupational Health and Safety

14.1 The successful Tenderer will submit a statement of work and worker safety procedures to be implemented to fulfil the requirements of the Occupational Health and Safety Act (OHSA) including, but not limited to:

- (a) a copy of the corporate safety policy and manual;
- (b) safety risk assessment including specific worker safety training required for this project;
- (c) procedure for responding to and reporting of accidents (personal or traffic);
- (d) workplace safety and insurance record;
- (e) safety association affiliations; and
- (f) summary of how conformance with OHSA will be applied to employees and subcontractors.

The award of contract to the successful Tenderer is dependent on the sufficiency of the information provided.

TC-15 Successful Tenderer - Execution of Form of Agreement

15.1 The successful Tenderer shall execute, in duplicate, the Form of Agreement provided in the Contract Documents.

15.2 The successful Tenderer shall forward the executed Form of Agreement to the

Corporation.

TC-16 **Successful Tenderer - Insurance**

16.1 The successful Tenderer shall provide the Corporation with an original Certificate of Insurance pursuant to Section OPS GC 6.03 of the General Conditions in a format satisfactory to the Corporation's Solicitor.

16.2 The Contractor shall carry insurance pursuant to Section OPS GC 6.03 of the General Conditions as modified herein in the amount of at least:

FIVE MILLION DOLLARS -----(\$5,000,000.00)

16.3 The Contractor shall carry insurance, pursuant to Section OPS GC 6.03 of the General Conditions as modified herein, which names the following as additional named insured:

The Corporation:

Township of South Algonquin
Public Works Department
7 Third Avenue, P.O. Box 217
Whitney, ON K0J 2M0

The Corporation is herein deemed to include the local Municipality, Consultants and Project Managers designated to act as Agent of the Municipality for this project.

TC-17 **Successful Tenderer - Time for Completion**

17.1 The successful Tenderer shall complete the work in accordance with the schedule provided by the Township of South Algonquin in the Notice to Commence Work. The time allowed for completion of the work shall be 15 Working Days and the work shall be **completed no later than August 29th, 2025.**

TC-18 **Successful Tenderer - Liquidated Damages**

18.1 If the Contractor is obliged to pay liquidated damages pursuant to the Supplemental General Conditions, the liquidated damages shall be in the amount of

Five Hundred Dollars (\$500.00) per day.

TC-19 **Successful Tenderer - Submission of Documentation**

- 19.1 The successful Tenderer shall submit the documentation required by Section TC-12, TC-13, TC-14, TC-15 and TC-16, within seven working days of the day the Corporation notifies the successful Tenderer that the documentation should be sent to the Corporation.
- 19.2 If the successful Tenderer fails to comply with Section TC-19.1 the Corporation may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Corporation.

TC-20 **Successful Tenderer - Commencement of the Work**

- 20.1 The successful Tenderer shall not commence the work until it has received a Commence Work Order issued by the Corporation.
- 20.2 The successful Tenderer shall commence the work within seven (7) working days of the issuance of the Commence Work Order by the Corporation.

TC-21 **Statutory Holdback**

- 21.1 The Corporation will retain a Statutory Holdback in accordance with the Construction Lien Act.
- 21.2 Subject to the requirements of the Construction Lien Act, the Statutory Holdback due to the contractor will be released by the Corporation upon the receipt of all documents and records stipulated within the Contract Documents.

The documents may include but are not limited to:

- Release of Holdback Payment Certificate
- WSIB Clearance Certificate
- Statutory Declaration regarding payment of accounts
- Quality control records as listed in D-100-050
- Water taking records as listed in F-501C-001
- “Property Owner’s Release” and “Site Selection Notification for material managed as disposable fill” as listed in OPSS 180
- Property Owner’s Release form D-100-006

PART III **FORM OF TENDER**

Tender by:

NAME OF TENDERER

ADDRESS OF TENDERER

after this called the Tenderer.

FT-1 **Contract Documents**

1.1 The Contract Documents for Contract Number **RFT.2025-03** are:

- (a) Tender:
 - (i) Part I - Tender Call;
 - (ii) Part II - Tender Conditions; and
 - (iii) Part III - Form of Tender

- (b) Form of Agreement

- (c) General Conditions - Ontario Provincial Standard - General Conditions of Contract. OPSS.MUNI 100 Nov. 2006

- (d) General Specifications – Ontario Provincial Standard General Specifications – Only the common standards in OPS Volumes 1 to 4 and the Municipal oriented specifications in OPS Volumes 7 and 8 shall apply to this Contract unless specified elsewhere in the Contract Documents.

- (e) Supplementary General Conditions

- (f) Special Provisions – General

- (g) Sketches, Drawings and appendices including agency letters of approval where applicable.

- (h) All Addenda issued pertaining to the Contract

**CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
TENDER
FT-4.2 SCHEDULE OF PRICES**

CONTRACT NUMBER RFT.2025-03

ITEM NO.	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>Hay Creek Road</u>						
A1		Mobilization / Demobilization	LS	1		
A2	1010 Prov.	Supply & Delivery of Granular A - Road Base (Provisional Line Item)	t	2500		
A3	314 Prov. F-314C-014	Preparation of Existing Surface - Fine Grading (Provisional Line Item)	HR	20		
A4	310 Prov. F-100C-004 F-102C-001 F-310C-005 F-310C-010 F-310C-013	<u>Superpave 19mm (50mm depth)</u> Base / Binder Lift of Hot Mix Asphalt for Hay Creek Road SP-19 PG AC 58-34 50mm depth compacted thickness	t	1200		
A5	308 Prov.	Tack Coat (Applied to surface of Binder Course on Hay Creek Road)	LS	1		

A6	310 Prov.	<u>Superpave 12.5mm (50mm depth)</u> Top lift hot mix asphalt for Hay Creek Road including new asphalt sidewalk				
	F-100C-004					
	F-102C-001	SP-12.5	t	1350		
	F-310C-005	PG AC 58-34				
	F-310C-010	50mm depth compacted thickness				
	F-310C-013					
A7	310 Prov.	<u>Intersection Tie-in's, Aprons, Driveways / Entrances</u> Includes fine grading all Intersection Tie-in's & Driveway Reinstatements				
	F-100C-004					
	F-102C-001	Hot Mix Asphalt - SP12.5	t	125		
	F-310C-005	PG AC 58-34				
	F-310C-010	50mm depth compacted thickness				
	F-310C-013					
A8	F-310C-005	Asphalt Cement Indexing	LS	1		
A9	314 Prov.	Shouldering - Granular A (1500m x 2m x 50mm) - compacted 3-6% slope (Provisional Line Item)	t	250		

Total Part A:

\$

SUMMARY OF BID

Total of Above - _____

13% HST - _____

TOTAL TENDER AMOUNT - _____
(This price shall be entered on the cover page)

Signature of Witness
(Only if required by TC-1)

Signature of Tenderer

(Print name in full)

RFT.2025-03
Asphalt Resurfacing (Hot Mix Paving)
Township of South Algonquin

FT-5 **Agreement to Bond**

TO: The Corporation of the Township of South Algonquin
 7 Third Avenue, P.O. Box 217
 Whitney, ON KOJ 2M0

Hereinafter the Corporation:

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

for a Performance Surety totalling One Hundred Percent 100% of the Contract value and 50% of the Contract amount for payment of all labour and conforming to the Instruments of the Contract attached thereto, for the full and due performance of the works shown as described herein, if the Tender for: **RFT.2025-03 – Asphalt Resurfacing (Hot Mix Paving), Hay Creek Road, in the village of Whitney, geographic township of Airy** is accepted by the Corporation.

It is a condition to this Agreement that if the above-mentioned Tender is accepted, a Performance Surety must be completed with the undersigned within seven (7) days of acceptance of the Tender related thereto, otherwise this agreement shall be null and void.

DATED this _____ day of _____, 2025.

Name of Bonding Company

Signature of Authorized Person
Signing for Bonding Company

(Company Seal)

Position

FT-6 Occupational Health and Safety Statutory Declaration

WSIB Firm Number _____

In submitting this tender/quotation, I/we, on behalf of _____
certify the following: (legal name of company)

- a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25 the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended (the “OHSA”).
- b) For this Contract, I/we will fulfil the specific requirements of O.Reg. 213/91, Construction Projects, as amended.
- c) With respect to the services being offered in this tender/quotation, I/we and our proposed subcontractors, acknowledge the responsibility to, and shall:
 - (i) fulfil all of the “employer” obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers;
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness; and
 - (iv) ensure all work is carried out in accordance with the Occupational Health and Safety legislation.
- d) As employer and for this project, I/we agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this day of _____, 2025.

(Authorized Signing Officer)

(Title)

FT-7 **List of Sub-Contractors**

The following is a list of Sub-Contractors which we propose to employ for this work.

SUBCONTRACTED WORK	NAME AND ADDRESS	VALUE OF WORK
1.		
2.		
3.		
4.		
5.		
6.		

(Tenderer's Initials)

SECTION B
FORM OF AGREEMENT

This Form of Agreement witnesses that a Contract was made as of the _____ day of _____, 2025.

BETWEEN:

(after this called the “Contractor”)

AND:

**The Corporation of the Township of South Algonquin
7 Third Avenue, P.O. Box 217
Whitney, ON K0J 2M0**

(after this called the “Corporation”)

AND WITNESSES that the Contractor and the Corporation agree as follows:

FA-1 The Contractor shall perform the following work:

Contract Number **RFT.2025-03**

Described as **Asphalt Resurfacing (Hot Mix Paving)**

Hay Creek Road, in the Geographic Township of Airy

FA-2 The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender including the following Addenda:

Addendum No. _____ dated _____, 2020.

Addendum No. _____ dated _____, 2020.

Addendum No. _____ dated _____, 2020.

Addendum No. _____ dated _____, 2020.

FA-3 The Corporation shall pay the Contractor in accordance with the unit prices in the Schedule of Prices in the Tender pursuant to the Contract Documents.

FA-4 The provisions of the Contract Documents shall attribute to the benefit of and be binding upon the Contractor and the Corporation and their respective heirs, legal representatives, successors and assigns.

FA-5 Acceptance of the Contractor's offer by the Corporation and execution of this agreement by the Contractor, shall constitute a legally binding agreement between both parties.

IN WITNESS WHEREOF the Contractor has executed this Form of Agreement in the manner required by the Tender.

Signature of Witness
(Only if required by TC-1)

CONTRACTOR

Corporation of the Township of South Algonquin

Ethel LaValley, Mayor

Bryan Martin, CAO/Clerk-Treasurer

SECTION C

**SUPPLEMENTAL
GENERAL CONDITIONS**

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SECTION GC 1.0 - INTERPRETATION

Section GC 1.0 - Interpretation is hereby amended and / or extended as follows:

GC 1.02 Abbreviations

Subsection GC 1.02 is hereby extended by the addition of the following:

OHBDC - Ontario Highway Bridge Design Code. Latest revision and amendments thereto.
CHBDC – Canadian Highway Bridge Design Code.
OTM – Ontario Traffic Manual

GC 1.04 Definitions

Subsection GC 1.04 is hereby extended by the addition of the following:

Contract Award - The Contract shall be interpreted to be awarded on the date the Contract has been executed by the Mayor and Clerk of the Municipality.

Corporation - The Corporation of the Township of South Algonquin.

Municipality - The Corporation of the Township of South Algonquin.

Council - The Council of the Township of South Algonquin.

Municipal Engineer - The duly appointed Engineer of the Municipality under the Public Transportation and Highway Improvement Act, or his designate.

Municipality - The Corporation of the Township of South Algonquin.

Sewer - A conduit which has been designed to carry storm waste, sanitary waste or both and which is designated as a sewer in the drawings or Contract documents.

SECTION GC 2.0 – CONTRACT DOCUMENTS

Section GC 2.0 – Contract Documents is hereby amended and / or extended as follows:

GC 2.01 Reliance on Contract Documents

Subsection GC 2.01 is hereby deleted in its entirety and replaced by the following:

- .01 The Contractor also declares that in tendering for the work and in entering into the Contract it did not and does not rely on the accuracy of any geo-technical information provided by the Corporation. The Tenderer acknowledges that all geo-technical information provided by the Corporation is for information only and the Corporation makes no representation or warranty as to the accuracy of the information.

- .02 The Contractor also declares that in tendering for the work and in entering into the Contract it did not and does not rely upon information furnished by the Corporation or any of its servants or agents respecting the location or depth of underground utilities or services or the location of aerial utilities. The Contractor shall not make claim against the Corporation for damages or extra work resulting from the Contractor's reliance upon information furnished by the Corporation or any of its servants or agents respecting the location or depth of underground utilities or services or the location of aerial utilities.
- .03 The Contractor shall review all information provided by the Corporation or any of its servants or agents and shall immediately contact the Engineer if any of the information provided is not or does not appear to be complete.

GC 2.02 Order of Precedence

Subsection GC 2.02 is hereby extended by the addition of the following:

- (L) Digital version of the contract documents or drawings

SECTION GC 3.0 – ADMINISTRATION OF THE CONTRACT

Section GC 3.0 – Administration of the Contract is hereby amended and / or extended as follows:

GC 3.01 Contract Administrator's Authority

Subsection GC 3.01 is hereby extended by the addition of the following:

- .18 The Municipal Engineer shall have overall authority over the Contract and shall be the ultimate owner's representative. Notwithstanding any other provisions of the General Conditions, the Municipal Engineer shall be final authority in the event of a dispute between the Contractor and the Contract Administrator and his decisions shall be final.

GC 3.02 Working Drawings

Subsection GC 3.02 is hereby extended by the addition of the following:

- .08 Where shop drawings, design calculations or working drawings are required by the specifications, the Contractor shall, in all cases, submit two copies for review of which one copy shall be returned to the Contractor. The drawings shall conform in size to the Corporation's Contract drawings. Subsequent to the final review by the Corporation and prior to the final acceptance of the work, the Contractor shall provide to the Corporation one chronoflex of all drawings for components permanently incorporated into the work. These chronoflex drawings shall include all revisions and shall reflect the as-built condition.

SECTION GC 4.0 – OWNER’S RESPONSIBILITIES AND RIGHTS

Section GC 4.0 – Owner’s Responsibilities and Rights is hereby amended and / or extended as follows:

GC 4.01 Working Area

Subsection GC 4.01 is hereby extended by the addition of the following:

- .03 The Contractor shall not designate areas within the limits of the work or the road allowance for storage of its equipment and materials or the erection of offices or sheds or both without the prior approval of the Contract Administrator. Neither equipment nor materials shall be stored within four meters of the travelled portion of any roadway. Notwithstanding the foregoing, the Contractor shall at his own expense remove any equipment or materials which in the Contract Administrator's opinion constitutes a traffic hazard. The Contractor shall not make any claim for extra compensation if it makes arrangements to store equipment or materials outside the limits of the work or the road allowance. The Contractor can not close any road without the approval of the Municipal Engineer.

The Corporation shall be responsible for informing police, fire and public transportation departments of any work which will cause disruption in routes or schedules. The Contractor must provide the Corporation 48 hours minimum advance notice of any scheduled disruption.

The Contractor shall not operate or place unlicensed vehicles or construction equipment within 3.5 meters of a lane carrying traffic. If, in the sole discretion of the Contract Administrator, it is necessary to operate or place unlicensed vehicles or construction equipment closer than 3.5 meters to a lane carrying traffic, the Contractor shall erect delineators along the edge of the travelled lane in accordance with the MUTCD.

The Contractor shall not operate tracked vehicles on bridge decks without the prior written approval of the Municipal Engineer.

GC 4.05 Default by the Contractor

Subsection GC 4.05 is hereby deleted in its entirety and replaced by the following:

- .01 The Corporation may find the Contractor in default of the Contract if the Corporation certifies that sufficient cause exists to justify such action. Such termination of employment may be made:
- a) If the Contractor should be adjudged as bankrupt, or
 - b) If he should make a general assignment for the benefit of his creditors, or
 - c) If a receiver should be appointed on account of his insolvency, or
 - d) If he should take the benefit of any Act relating to insolvent debtors, or

- e) If a winding up order be made against the Contractor, or
- f) If they should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days notice in writing from the Corporation to so do, or
- g) If they should fail to make prompt payment to subcontractors and suppliers, or
- h) If they should persistently disregard laws, ordinances or the instructions of the Corporation, or
- i) If they should otherwise be guilty of substantial violation of the provisions of the Contract.

GC 4.10 Termination of the Contract

Subsection GC 4.10 is hereby extended by the addition of the following:

- .03 Should the Corporation terminate the employment of the Contractor, as provided in Subsection (a) they shall give the Contractor seven (7) days written notice of such termination of employment.

Notwithstanding the general requirements of GC 4.0, the following additional requirements shall apply:

GC 4.14 Prosecution of the Contract

- .01 Notwithstanding the time allowed for completion of the work, if, in the opinion of the Municipal Engineer, the rate of progress of any part or parts of the work, or the rate of progress during any periods during which the work is being carried on or is required to be carried on is unsatisfactory, and if amounts are payable by the Corporation in respect of site supervision of the work, traffic control, compensation for damages by reason, in the opinion of the Municipal Engineer, of such unsatisfactory rate of progress, the Contractor shall be liable to the Corporation for the payment of such amounts and such amounts may be deducted by the Corporation from any money due or that may become due to the Contractor under the Contract.

GC 4.15 Relocation of Utilities

- .01 Except as otherwise provided in this Contract, the removal, realignment or change of the location or position of any utility or service, or component part of either, shall not be at the Contractor's expense.
- .02 The Contractor shall strip or uncover and support or sustain any utility or service, or component part of either, before removal or during realignment or change at the Contractor's expense.
- .03 Should the location or position of any gas or water pipe public or private sewer or drain, subway, conduit, railway or other structure be such as, in the opinion of the Municipal Engineer, to require its removal, realignment or change; such removal, realignment or change shall, subject to the provisions of **Subsection GC 7.12**, be without cost to the Contractor for the work of removal, realignment or change only. However, such structure shall be stripped or uncovered and supported or sustained by the Contractor at his own cost and expense before such removal or before and after such realignment or change as constituting part of the Contract. The Contractor shall not become entitled to claim any damage or extra compensation from or on account of any delay due to removal or rearrangement. The Contractor shall be entitled to an extension of the time for the equivalent time that the work has been delayed by any delay in the removal, realignment or change of any such obstruction.

SECTION GC 5.0 - MATERIAL

Section GC 5.0 - Material is hereby amended and / or extended as follows:

GC 5.01 Supply of Material

Subsection GC 5.01 is hereby extended by the addition of the following:

.02 Receipt of Contractor Supplied Materials

Upon the request of the Contract Administrator, the Contractor shall give the Contract Administrator a copy of delivery notes regarding all materials supplied by the Contractor delivered to the site. The delivery notes shall state:

- a) the exact quantity and quality of the materials delivered;
- b) the date and time of departure from source of supply;
- c) the date and time of delivery;
- d) the truck identification number; and
- e) work site.

The Contractor shall give the delivery notes to the Contract Administrator at the time of delivery. If the Contractor fails to give the delivery notes to the Contract Administrator, the Corporation may refuse to accept delivery of the material.

The Contractor shall be responsible for the acceptance of materials at the work site. If any representative of the Corporation accepts the material delivered to the work site, such acceptance shall not be proof of the quality or quantity of materials delivered.

.03 Testing

The Contractor is hereby advised that all costs associated with Quality Control (QC) including testing of all material shall be born by the Contractor.

All costs associated with Quality Assurance (QA) by the Contract Administrator including testing of all materials shall be born by the Corporation.

.04 Design of Asphalt and Concrete Mixes

The Contractor shall, at its own expense, design concrete and asphaltic mixes. The Contractor's design shall conform to the requirements for the class of concrete and type of asphalt mix specified in the Contract and the design shall be subject to the approval of the Municipal Engineer. Such approval by the Municipal Engineer shall not release the Contractor from any responsibilities for the adequacy or soundness of the concrete or asphalt mix.

GC 5.03 Rejected Material

Subsection GC 5.03 is hereby extended by the addition of the following:

- .02 The Contractor shall at any time during the progress of the work or during the period of guaranteed maintenance, make such opening through any part of the work to such an extent as directed by the Contract Administrator for the purposes of inspection of the whole or part of the work. Should the work so opened be found to be faulty in respect of the requirements of the Contract, the whole expense of opening, inspection, replacement and restoration shall be borne by the Contractor. Should the work so opened to inspection be found by the Contract Administrator to be in satisfactory condition and in full compliance with the requirements of the Contract, then the said expenses shall be borne by the Corporation.

SECTION GC 6.0 – INSURANCE, PROTECTION AND DAMAGE

Section GC 6.0 Insurance Protection and Damage is hereby amended and / or extended as follows:

GC 6.01 Protection of Work, Persons, and Property

Subsection GC 6.01 is hereby extended by the addition of the following:

.06 Dust Control

Without limiting the generality of **Subsection GC 6.01**, the Contractor shall prevent excessive amounts of dust from entering the air as a result of the work. The amount of dust

which is excessive shall be in the sole discretion of the Contract Administrator. The Contractor shall use wet type blades and grinders with sufficient water to control dust when the work requires the Contractor to saw or grind asphalt or concrete. The Contractor shall pay for all measures taken to control dust except as otherwise provided in the Contract.

.07 Protection of Underground Installations

Without limiting the generality of **Subsection GC 6.01**, the Contractor shall protect all sewers, water mains, service pipes and other utilities from freezing and from any damage whatsoever. The Contractor shall immediately report any leak in or damage to sewer, water mains, service pipes, or other underground utilities or services, however caused to the Department or utility having jurisdiction and the Contract Administrator. The Contractor shall protect and insulate sewer, water mains, service pipes, repair water and service pipes and utilities which it damages, and thaw frozen water, service pipes at its own expense. The Contractor shall perform all work related to water and service pipes and utilities to the satisfaction of the Contract Administrator and the organization having jurisdiction and at his cost.

The Contractor shall indemnify in addition to the Corporation also the Engineer, from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomever, made, brought or prosecuted in any manner based upon, occasioned by or attributed to any such damage, injury or infringement.

.08 Traffic Signage

Any damage to existing signage by the Contractor shall be rectified to the satisfaction of the Contract Administrator and at the Contractor's expense.

.09 Trees and Vegetation

Any trees damaged on private property, shall be removed and replaced to the Corporation's satisfaction, at the Contractor's expense. Any trees within 6 meters of any trenching, which, in the opinion of the Contract Administrator, should be removed, will be removed and disposed of including stumps and roots, by the Contractor at his expense, to the satisfaction of the Ministry of the Environment.

All trees, shrubs, and other vegetation, as designated by the Contract Administrator to be saved, shall be carefully protected from danger or injury during all phases of the construction operations. The Contractor may be required to cut only certain selected trees on certain areas leaving the rest of the trees in the indicated areas unharmed.

GC 6.03.02 General Liability Insurance

Subsection GC 6.03.02 is hereby extended by the addition of the following:

.08 Approval of Insurance

The Corporation's receipt and acceptance of a Certificate of Insurance is in no way an approval of the Contractor's policy or policies of insurance, and does not affect the obligations to insure set out in this section.

.09 Withholding Payment

The Corporation may withhold payment of any monies due to the Contractor under this or any other Contract of which the Corporation is a party to until the Contractor has provided the Corporation with a valid Certificate of Insurance as required by this section.

.10 Blasting Endorsement

If the Contractor is to engage in blasting operations, it shall ensure that it obtains an endorsement to its general liability insurance which overrides the blasting exclusion in that general liability insurance so that the Contractor is insured for its blasting operations until the date of acceptance of the entire work by the Municipal Engineer.

SECTION GC 7.0 – CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

Section GC 7.0 - Contractor's Responsibilities and Control of the Work is hereby amended and / or extended as follows:

GC 7.01 General

Subsection GC 7.01, Item .13, is hereby extended by the addition of the following:

.13 The Contractor shall prepare the Detailed Work Schedule in bar chart form. The Detailed Work Schedule shall display the following items against a weekly time scale representing the total time period for completion of the work:

- a) The dates of, and time periods required for, all major construction activities included in the Work;
- b) The dates of critical activities and events; and
- c) The dates of important milestones in the completion of the Work.

The Contractor shall prepare the Projected Monthly Cash Flow Forecast to show the projected cost of the Work completed in each calendar month of the Contract term. The Projected Monthly Cash Flow Forecast shall be based on the Contract price and shall be consistent with the Detailed Work Schedule.

The Contractor shall update both the Detailed Work Schedule and the Projected Monthly Cash Flow Forecast on a monthly basis or, if directed to do so by the Contract Administrator, at more frequent intervals.

The submission and updating of the Detailed Work Schedule and Project Monthly Cash Flow Forecast form an integral part of the Work. Should the Contractor fail to meet its obligations to submit and update the Detailed Work Schedule and the Projected Monthly Cash Flow Forecast, the Corporation, in its sole discretion, may withhold monthly payments under the Contract until the obligations are met.

GC 7.12 Notices by the Contractor

Subsection GC 7.12 is hereby extended by the addition of the following:

- .03 The Corporation may notify householders likely to be affected by the work of the name and telephone number of the Contractor and the expected duration of construction. The Corporation may advise these householders to contact the Contractor directly with respect to any inquiries related to the work. The Contractor shall respond to these inquiries or problems promptly, courteously and truthfully.

GC 7.16 Warranty

Subsection GC 7.16 is hereby removed in its entirety and replaced by the following:

- .01 The Contractor warrants that the work shall, for a period of one (1) year from the date of total performance of the Contract, be free of any defects or deficiencies or both to the satisfaction of the Municipal Engineer.
- .02 The Contractor shall correct promptly, at its own expense and to the satisfaction of the Municipal Engineer, any defects or deficiencies in the work which appear prior to and during the period of one (1) year from the date of total performance of the work or such longer periods as may be specified for certain products or work. The determination of the existence of a defect or deficiency in the work shall be in the sole discretion of the Municipal Engineer.
- .03 If the Contractor fails to correct the defect or deficiency or both, or fails to correct it promptly, as determined by the Municipal Engineer, the Corporation may correct the defect or deficiency or both. All monies payable to the Corporation by the Contractor under any stipulation herein may be retained out of any monies then due, or which may become due, from the Corporation to the Contractor under this or any other Contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his

surety, in any court of competent jurisdiction, as a debt due to the Corporation and the Municipal Engineer shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to them the advisability of so doing though the sum to be retained may be unascertained.

- .04 The Corporation shall give the Contractor twenty-four (24) hours' written notice of its intention to correct the defect or deficiency or both itself prior to the start of the corrective work.
- .05 The Contractor shall have bonding, to the satisfaction of the Corporation, securing the performance of this provision of the Contract in an amount equal to at least twenty percent (20%) of the total Tender Price.

Section GC 7.0 - Contractor's Responsibilities and Control of the Work is hereby further extended by the inclusion of the following additional requirements:

GC 7.19 Inspection

"No work shall commence without on-site inspection by the Contract Administrator or his designate."

GC 7.20 Spills and Discharge of Deleterious Materials

- .01 The Contractor shall forthwith report to the Contract Administrator:
 - a) spills or discharges of pollutants or contaminants under the control of the Contractor; and
 - b) spills or discharges of pollutants or contaminants that are as a result of the Contractor's operation that cause or are likely to cause adverse effects. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, R.S.O. 1990, as amended and all regulations thereto.
- .02 The Contractor shall report forthwith to the Contract Administrator any spill or discharge of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid-type transformers, which are under the control of the Contractor.
- .03 The Contractor shall assume, unless otherwise directed by the Contract Administrator, that all spills or discharges from luminaries, internally illuminated signs, lamps, and liquid-type transformers contain PCBs.
- .04 The reporting requirements of this section shall not relieve the Contractor of his legal responsibilities with respect to any municipal, provincial or federal legislation.
- .05 The Contractor shall ensure that no contamination, waste or other substances which may be detrimental to marine life or quality of water shall enter any water course as either a direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities or agencies with respect to environmental protection.

- .06 The Contractor shall be prepared to immediately clean up any spills of contamination, waste or other substances which may be either detrimental to marine life or quality of water. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind which results from his construction operations.
- .07 The Contractor shall exercise reasonable care to ensure that sediment run-off does not enter any watercourse. Berms, silt screens and other works shall be constructed as required and at appropriate locations to ensure that turbidity shall be kept to a minimum as determined by the Government authorities and agencies.
- .08 The Contractor shall submit a proposed plan indicating how he intends to provide for securing the site against erosion and river siltation problems for the full duration of the construction period, i.e., from start of construction to final completion.
- .09 The Contractor shall immediately clean up and dispose of any floating debris which accumulates on the water course bed or banks as a result of construction.
- .10 The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out herein.

GC 7.21 Disposal of Surplus Materials

- .01 Where the Contractor is responsible for the removal and/or disposal of any material from the site; he shall do so in an environmentally acceptable manner to the satisfaction of the Contract Administrator and the regulatory authorities having jurisdiction. Payment under the Contract shall be full compensation for doing the work and shall include the costs of all fees for disposal and regulatory approvals.

GC 7.22 Site Meetings

- .01 The Contractor shall attend meetings with respect to the work as may be directed by the Contract Administrator. The Contractor shall not claim any extra compensation for attendance at these meetings.

GC 7.23 Contamination of Sub-base

- .01 The Contractor shall be held responsible for contamination of sub-base material and damage to subgrade by his forces once work commences on this project. All such contamination or damage shall be rectified by the Contractor at its expense to the satisfaction of the Contract Administrator.

GC 7.24 Commencement of Work

- .01 The Contractor shall commence the work of the Contract not later than seven (7) days after the issuance of a commence work order by the Corporation. This will normally occur within five (5) days of Contract award.

GC 7.25 Traffic Control

- .01 The Contractor shall be responsible for the maintenance of signs, delineators, barricades, lanterns and flashing lights at all times. This maintenance shall include a minimum of two inspections per day of all signs, delineators, barricades, lanterns and flashing lights. These inspections shall occur at least once in the morning and once in the evening.
- .02 The Contractor's responsibility for signs, delineators, barricades, lanterns and flashing lights includes signs, delineators, barricades, lanterns and flashing lights which may, in the discretion of the Contract Administrator, be required beyond the limits of the work site.
- .03 If any portion of the work requires signs to be provided by the Corporation or changes to existing signs of the Corporation, or the municipal organization having jurisdiction, the Contractor shall give the Corporation at least eight (8) hours' notice prior to the start of that portion of the work. This notice shall be given on a working day. The Contractor shall not make any claim for extra compensation for delays or costs arising from its failure to comply with this eight (8) hour notice requirement.

GC 7.26 Cooperation with Utilities and Municipal Authorities

- .01 Without limiting the generality of this section, the Contractor shall:
 - a) co-operate with municipal authorities and utility companies in the relocating or altering of utilities or services;
 - b) if directed to do so by the Contract Administrator, modify its method of construction to protect utilities or services;
 - c) if directed to do so by the Contract Administrator, remove, realign or change the location or position of any utility or service, or component part of either; and
 - d) strip or uncover and support or sustain any utility or service, or component part of either, to safeguard the utility or service from damage before removal or during realignment or change.

GC 7.27 Work Outside Normal Working Hours

- .01 The Contractor shall not work at night, except:
 - a) if the Contractor requests and receives the prior written approval of the Municipal Engineer to work at night; or
 - b) if the Municipal Engineer directs the Contractor to work at night.
- .02 The term "night" shall be defined as any time between the hours of 7:00 p.m. and 7:00 a.m. for the purposes of the Contract. The Contractor shall not make any claim for extra compensation for work done at night.
- .03 The Contractor shall, as far as is practicable, refrain from working on a day which is not a working day. If the Contractor intends to work on a day which is not a working day the Contractor shall give the Contract Administrator written notice of this intension at least

four (4) working days before that day. The notice shall state the date and place of the work to be done.

- .04 If the Contractor fails to notify the Contract Administrator as set out in this section, this failure shall be deemed to be notice that no work requiring the presence of any representative of the Corporation is to be done on that day. The Contractor shall not make any claim for extra compensation for work done on a day which is not a working day.

SECTION GC 8.0 – MEASUREMENT AND PAYMENT

Section GC 8.0 – Measurement and Payment is hereby amended and / or extended as follows:

GC 8.02.08 Taxes

Subsection GC 8.02.08 is hereby extended by the addition of the following:

- .05 If the Contractor is a non-resident Contractor, as defined in the Retail Sales Tax Act, R.S.O. 1990, c. 454 as amended, it shall obtain and provide the Corporation with a duplicate copy of a valid certificate issued by the Minister of Revenue indicating that the Contractor has fulfilled its obligation to deposit funds or a guarantee bond with the Treasurer of Ontario to secure payment of the tax payable in respect of tangible personal property consumed or used pursuant to or in the carrying out of the Contract.
- .06 The non-resident Contractor shall provide the certificate within seven (7) working days of the date the Corporation requests it. If the non-resident Contractor fails to provide the appropriate certificate within the time limit specified by this section, the Corporation may, in addition to any other remedies which it might have, withhold from payment to the non-resident Contractor, an administration fee, to be determined by the Corporation to cover costs incurred by the Corporation to comply with the requirements of the Retail Sales Tax Act.
- .07 At the completion of this Contract the Corporation shall be applying for a rebate of the Federal Sales Tax paid for materials used in the installation of underground services. Prior to release of the holdback monies, the Contractor shall supply the Corporation or his Engineer with the appropriate completed Federal Sales Tax rebate forms as well as copies of all the related invoices for the materials used in this Contract for which Federal Sales Tax has been paid.

GC 8.02.09 Liquidated Damages

Subsection GC 8.02.09 is hereby extended by the addition of the following:

- .02 The Contractor shall complete the work by the time specified in the Tender unless an extension of time is granted pursuant to **Subsection GC 3.01.07**. If an extension of time is not granted, and the Contractor does not complete the work by the specified time, the Contractor shall pay the Corporation, as liquidated damages, the per diem amount set out in the Tender.
- .03 If the Engineer grants the Contractor an extension of time pursuant to **Subsection GC 3.01.07**, the Contractor shall complete the work by the revised specified time for completion. If the Contractor fails to complete the work by the revised specified time, the Contractor shall, from the day after the revised specified time, pay the Corporation, as liquidated damages, the per diem amount set out in the Tender.
- .04 The Corporation, following notice in writing to the Contractor of its intention to do so, may withhold the amount due as liquidated damages from any monies due to the Contractor under this or any Contract.
- .05 The Corporation has made a reasonable effort to estimate the amount of damages sustained by the Corporation as a result of the Contractor's failure to complete the works within the specified time or by the specified date. In executing the Contract, the Contractor agrees that the amount is fair and reasonable.

In addition to the requirements of the General Conditions as amended or extended by these Supplemental General Conditions, the following requirements shall apply:

LANGUAGE OF THE CONTRACT

The language of the Contract shall be English.

OWNERSHIP OF DOCUMENTS

All designs and documents, including all drawings, specifications models and similar items supplied by the Corporation are its property. Such documents are not to be used on other work, and shall be returned by the Contractor to the Contract Administrator on completion of the works.

SECTION D
SPECIAL PROVISIONS GENERAL

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The Contractor is to schedule his operation in such a manner as to cause the least interference to vehicular and pedestrian traffic.

Traffic Management Plan

The Contractor shall provide a Traffic Management Plan to the Contract Administrator a minimum of two weeks prior to construction showing proposed traffic controls at various stages of his operation based on the following minimum requirements:

- Access to all private residences and commercial businesses shall be maintained for the duration of the Contract.

Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment shall not travel, work or stop within 4 m of a lane carrying traffic except where construction operations necessitate the working area be less than 4 m from traffic, in which case the Contractor shall erect delineators along the edge of the travelled lane, in accordance with GC 7.07 Maintaining Roads and Detours, of the OPS General Conditions of Contract. In no case shall the distance between traffic and working area be less than 3.5 m.

Open Excavation

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

Traffic Signing

The Contractor shall supply and maintain signs, delineators, barricades, flashing lights to mark approaches to the work site to the satisfaction of the Contract Administrator. All traffic control signs and associated operations shall conform to the requirements set out in the Ontario Traffic Manual (OTM).

Site Maintenance

The construction site access to the private residence and commercial businesses and temporary lanes shall be maintained in a satisfactory condition. The Contract Administrator may direct that the construction site access to commercial businesses and temporary lanes be graded a minimum of once daily including weekends. Additional grading may be required during inclement weather or heavy traffic conditions.

All costs associated with the maintenance of the temporary lanes, access to the private residence and commercial businesses including supply and placement of additional granular materials as directed by the Contract Administrator shall be paid for under the Contract Unit Price for the granular 'A' item.

Location and Storage of Material and Equipment

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

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

Section GC 7.07.07 Amendment

Section GC 7.07.07 Maintaining Roads and Detours of the OPS General Conditions is deleted. All Contractors' costs associated with protection of public traffic and maintaining the work site are deemed to be included in the tender prices unless a specific item is set up in the Tender Form.

D-100-002

IDENTIFICATION OF LOCAL MOE OFFICE

April 2016

Notification to the Ministry of the Environment (MOE) that is required elsewhere in this Contract shall be provided to the MOE Office in Ottawa at the following address:

Ministry of the Environment
Ottawa District Office
2430 Don Reid Drive
Ottawa, Ontario
K1H 1E1

Telephone: (613) 521-3450

Attn: S. Burns, District Manager

D-100-003

DUST SUPPRESSION

April 2016

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

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out. The cost of all such preventative measure shall be borne by the Contractor.

The cost of water and calcium authorized by the Contract Administrator to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic, shall be included in the Contract prices for the items for which dust suppression is required.

Payment for all labour, equipment and materials to do the work for dust control and water for compaction shall be included in the applicable Tender Item(s).

D-100-006

PROPERTY OWNER'S RELEASE FORM

June 2020

Property Owner's Release of Privately-owned Land Used by the Contractor

Upon completion of the Contract, the Contractor shall provide The Corporation of the Township of South Algonquin with a copy of this form of release signed by the Owner of each privately owned land used by the Contractor as follows:

Date: _____

TO: Steven Ronholm, Public Works Superintendent
Township of South Algonquin Public Works Department
7 Third Avenue, P.O. Box 217
Whitney, ON K0J 2M0

Subject: Contract No. : _____

Contract Description: _____

Dear Sir:

I hereby certify that _____ have fulfilled the terms of our agreement and have left my property in satisfactory condition.

I have accepted their final payment and release the Township of South Algonquin.

Yours very truly,

(Print Name)

(Signature)

(Address of used land)

Final payment will not be paid to the Contractor until all the applicable forms of release have been signed by the Owner of each property used by the Contractor, and have been received by the Township of South Algonquin.

D-100-011**OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE**

April 2016

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, C.S.30, the Contractor is advised of the presence of the following Designated Substances.

Substance (Ontario Regulation Number)	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	N/A
Benzene (R.R.O. 1990, Reg. 839)	Vehicle Emission
Mercury (R.R.O. 1990, Reg. 844)	Vehicle Emission
Vinyl Chloride (R.R.O. 1990, Reg. 846) Coke Oven Emissions (R.R.O. 1990, Reg. 840) Ethylene Oxide (R.R.O. 1990, Reg. 841) Acrylonitrile (R.R.O. 1990, Reg. 835) Isocyanates (R.R.O. 1990, Reg. 842)	Vehicle Emission
Silica (R.R.O. 1990, Reg. 845)	Concrete, Granular, Blasting Medium, Throughout site
Arsenic (R.R.O. 1990, Reg. 836)	Vehicle Emission, Throughout site
Lead (R.R.O. 1990, Reg. 843)	Vehicle Emission
Bats and Bird droppings	Throughout site

The Contractor is advised that the Designated Substances silica (Ontario Regulation Number 111/04), lead (109/04) and arsenic (102/04) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting and abrasive blasting.

D-100-017**SCHEDULING OF WORKS – SA2020-07**

June 2020

For the information of the Contractor the works are proposed to commence on or about **August 17, 2020**. The actual commencement date will depend on the availability of inspection staff and the progress of the Corporation's other works. As the above date approaches, the Contractor will be contacted to advise of any changes in the above date and to agree upon a mutually acceptable commencement date. When the actual commencement date is known, a commence work order will be issued in accordance with the terms of the contract.

A change in the date of commencement of the works shall not be grounds for any claim by the Contractor for additional payment.

D-100-019**EROSION AND SEDIMENT CONTROL MEASURES**

April 2016

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

OPSS 182 provides general specifications for environmental protection for construction in water bodies and on water body banks, including temporary watercourse relocations and temporary waterbody crossings. These requirements apply to all Contractors operations related to this contract including those operations not specifically within the contract limits or described in the contract documents.

All environmental protection measures required under this contract shall be at the expense of the Contractor unless otherwise specifically identified in the contract documents.

OPSS 805 details the various methods of erosion and sediment control which the Contractor should be prepared to utilize as the need arises during construction. These methods are intended as prevention and should be installed prior to construction in anticipated sensitive areas not after the damage is done. All erosion and sediment control measures shall be at the expense of the Contractor.

D-100-022**SCOPE OF WORK – RFT.2025-03**

April 2025

This Road Reconstruction Project includes drainage improvements & replacement of existing LCB Asphalt with new HCB Asphalt (hot-mix asphalt) on Hay Creek Road located in the Village of Whitney Ontario. The Township of South Algonquin Works Department previously completed all the required drainage improvements shown in the limits of construction in the contract drawings in 2024 in preparation for hot-mix paving to occur in 2025. This included all culvert replacements (conversion of existing CSP culverts over to new HDPE Culverts) and required ditching improvements. Pulverization of existing asphalt will be completed internally by the works department prior to the awarded contractor mobilizing to site. Earth Excavation & Grade Preparation for new multi-use sidewalk on Hay Creek Road and removal of RAP shown in the contract drawings will also be completed by the Township of South Algonquin works department prior to the awarded contractor mobilizing to site.

Once the awarded contractor mobilizes to site they will be required to fine grade road base, intersection tie-ins, entrance tie-ins, aprons in preparation for placement of hot-mix asphalt. Once fine grading has been completed the contractor will complete placement of all new hot mix asphalt identified within the construction limits shown in the contract drawings. This includes 2 – 3.25m lanes on Hay Creek Road, 1.5m wide multiuse asphalt sidewalk on Hay Creek Road & all entrance / intersection tie-in's shown in the contract drawings. Hay Creek Road hot mix paving includes 2 lifts of hot mix asphalt (binder & top lift) each at a compacted depth of 50 mm.

The anticipated start date for the resurfacing work on Hay Creek Road is June of 2025. The site prep work will be performed by the Township of South Algonquin works department and is expected to last 2 weeks. Fine grading & placement of hot mix asphalt will be coordinated between the Township of South Algonquin and the awarded contractor. In the event of any delay to the project, the contractor will be advised of the start date for the road work. No additional costs will be borne by the Township of South Algonquin due to any unforeseen delays during the road building process.

D-100-023
LAYOUT BY THE CONTRACTOR

 April 2007

Amendment to OPS General Conditions of Contract, November 2006

Subsection GC 7.02, Layout is deleted and replaced by the following:

Lines and Grades

The Contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, elevation and alignment of all parts of the work in accordance with accepted survey procedures. Using qualified personnel and following accepted engineering practice, the Contractor shall calculate, layout, establish and maintain all lines and grades necessary for the construction and verification of the work. The Contractor shall provide such information on the calculations, layout, lines and grades as the Contract Administrator may at any time require.

The Contract Administrator will provide basic horizontal and vertical control from which the location of the work may be determined. Horizontal control will consist of either survey reference points sufficient to locate the centerline or coordinated control points and their values, sufficient to layout the work. Vertical control will consist of benchmarks at intervals through the work. The Contract Administrator will provide a Grading Template Report to establish the grading cross sections. During the progress of the work, the Contractor shall notify the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Township of South Algonquin.

Grading Layout

Stakes 25 x 50 x 600 mm minimum shall be installed left and right of centerline at or near the right-of-way limits and in the areas where additional staking is required, such as intersections, and on horizontal and vertical curves. Staking intervals shall be as specified under the Layout Interval Tables.

The only data to be shown on these stakes shall consist of top of pavement grade, offset distance from centerline and the station location.

The Contractor may erect batter boards at grade stake locations.

Grading Templates

The Contractor will be supplied with the Grading Template Reports. These reports contain all necessary information relating to distance and elevation for each station necessary for the construction of the work.

Miscellaneous Layout

In addition to the layout for grading, complete offset stakes, finished grades and sections as required shall be set for the following:

- | | |
|------------------|---|
| Drainage Items - | sewers, roads, culverts, storm sewers, entrance culverts, maintenance holes and similar items. |
| Pavement - | fine grading stakes shall be utilized for this work when pavement structure forms part of grading or granular contract. |
| Miscellaneous - | sidewalk, curb and gutter, slope paving, riprap, concrete headwall and similar items. |

Fine Grading Layout Including Paving

Fine grading stakes 25 x 50 x 600 mm shall be installed left and right of centerline at or near the subgrade shoulder break. These stakes shall be installed at a minimum interval of 20 m or less where the Contract Administrator deems appropriate, on horizontal and vertical curves, widening of intersections and similar locations. The only data to be shown on the stake shall consist of top of pavement grade, offset distance from centerline and the station.

Completed Sub Grade and Granular Base

Prior to placing any granular material, the Contractor shall notify the Contract Administrator when the subgrade is completed. A subgrade and granular base cross section, three point boning rod section minimum, will be checked by the Contract Administrator and the grade accepted if construction is within the allowable tolerances.

No granular material shall be placed until the grade is accepted.

TABLE 1
Layout Intervals and Measurement Accuracy for Construction Survey - Layout

Activity	Interval	Measurement Accuracy	Remarks
Layout			
- Rock	10 m		with the exception of plus sections, layout is normally at the same interval as the cross-section/grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered.
- Earth – radius less than 300m	15 m		
- Earth – radius greater than 300 m	20 m		
- Maximum for setting structure footing grades	10 m		
- Structure grades to be set to		1 mm	
- Adjustment to slope stake distances to allow for grubbing losses		300 mm	
- Set grades for earth grading to the nearest		10 mm	
- Set grades for granular to the nearest		5 mm	
- Layout stake offset for curb and gutter			2 m but may be varied to suit conditions
- Stake layout for curb and gutter	10 m		may be necessary to reduce for very sharp curves
- Set curb and gutter grades to the nearest		1 mm	
- Staking maximum for layout of a radius (intersections)	3 m		
- Layout stake offset for concrete pavement			2 m offset
- Concrete pavement grades to be set to		1 mm	

TABLE 2
Layout Intervals and Measurement Accuracy for Construction Survey - Cross-Sections

Activity	Interval	Measurement Accuracy	Remarks
CROSS SECTIONS			
- Backsight and foresight readings to be taken to the nearest		1 mm	
- Maximum allowable error between adjacent Bench Marks		20 mm	
- Intermediate road readings to be taken to the nearest		10 mm	
earth cut	25 m		
rock cut	10 m		
rock cut with overburden	10 m		
muskeg excavation	25 m		
fills with stripping, sub-excavation or ditching	25 m		
transition from cut to fill	25 m		
fills	25 m		
earth or rock fills	25 m		
borrow pits			
- Maximum transverse interval for cross-section elevations			
earth	25 m		
rock	10 m		
borrow	25 m		
- Offset distances to be measured to the closest		100 mm	

D-100-029**MATERIAL DESIGN, TESTING AND DOCUMENTATION**February 2008

General

Upon official notification of award of tender, the Contractor shall submit for the Contract Administrator's review and approval, the following documentation as it applies to the Contract:

- Hot mix and cold mix asphalt design mixes including gradation and physical properties
- Concrete design mixes
- Aggregate gradation and physical properties test results
- Topsoil organic test results
- Traffic Control Plan according to Ontario Traffic Control Manual, Book 7.

Hot mix, cold mix and concrete designs shall identify the granular sources they are based upon and which shall be in effect for this Contract.

The test results for aggregates shall be current and shall conform to the pit source in effect for this Contract.

Imported topsoil sources shall be identified for this Contract.

Granular sampling and testing to be completed by a Geotechnical firm.

Payment for Items Requiring Compliance Testing

For those items which require testing to confirm compliance with specifications after materials have been incorporated into the works, the Contract Administrator will withhold 30% of the Contract Price until satisfactory compliance with the contract requirements has been confirmed.

D-100-030**WORKING HOURS**April 2025

The Contractor shall comply with the Municipal by-laws regulating hours of work in the Municipality.

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

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

D-100-031**OVERHEAD UTILITIES**August 2003

The Contractor shall protect all utility poles and lines in accordance with the Utility company requirements. Payment for protection, temporary bracing, standby and associated work shall be deemed to be included in the Contract Price for the Item associated with the protection requirements.

D-100-033**SPILLS REPORTING**July 2005

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 forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

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 forthwith be reported to the Contract Administrator.

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

D-100-037**ASPHALT MIX DESIGN REQUIREMENTS**July 2005

Asphalt Mix Design Requirements**General**

The following requirements are in addition to the requirements provided in OPSS 310 and specific Special Provisions.

Mix designs are valid for the calendar year in which they were prepared.

Mix designs shall be submitted in writing for review a minimum of ten days before placement of the mix to the Contract Administrator.

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

Referee Testing

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

D-100-049**ADMINISTRATION OF PITS AND QUARRIES**

December 2008

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

D-100-050**QUALITY CONTROL BY CONTRACTOR**

May 2010

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

All quality control testing shall be completed in a certified laboratory that is CCIL Type B and C, or AMRL accredited or equivalent. Sampling or testing shall be conducted by a technician certified to perform sampling or testing.

The Ministry of Transportation (MTO) specifications referred to in this contract have specific requirements for quality control.

The following lists the minimum required tests and frequency for submitted reports:

Physical Property Test

- One test for each aggregate material incorporated into the work, including those used for; Granular A, B or M; hot, cold or warm mix paving; surface treatments; chip seals or concrete.
- If the aggregates are from multiple sources, a test is required from each source.

Gradation Testing

- Asphalt mixes shall have one test for each 500 tonnes placed.
- Granular A & M shall have one test for each 2,000 tonnes of production (see Note).

- Granular B shall have one test for each 5,000 tonnes of production (see Note).

Marshall Testing

- Asphalt mixes shall have one test for each 1,000 tonnes of production.

Asphalt Cement Content

- Asphalt mixes shall have one test for each 500 tonnes of production.

Compaction Testing

- Asphalt and granulars shall be tested for each 100 lane metres of placement.
- Asphalt mixes may be tested with a nuclear density test gauge.
- Bedding and backfill shall be tested for each installation.

Note: A summary report shall be provided from a certified laboratory confirming that the granular materials to be incorporated into this project have met this requirement.

D-100-051

SPECIES AT RISK MITIGATION

May 2010

The contractor is advised that numerous Species at Risk (SAR) and species of concern are located throughout Renfrew Municipality. Information on SAR and species of concern in Renfrew Municipality is available the Ministry of Natural Resources website and by contacting the local office of the Ministry of Natural Resources.

The contractor shall be responsible to ensure the all environmental mitigation works that are installed as part of the project are inspected and properly maintained, and that the overall strategy for environmental mitigation and protection of SAR is implemented. This shall include the following:

1. Ensure that all of the Contractor's personnel and subcontractors are familiar and aware of environmental mitigation works and SAR concerns that relate to the project areas, including both plant and animal varieties of SAR.
2. Prior to commencing work on a project, conduct a general reconnaissance of the project area to confirm the presence or possible occurrence of SAR. Consult with the Contract Administrator regarding additional mitigation works or protective measures that may be required.
3. Daily, prior to commencing work, inspect all work areas including excavations and any wildlife and/or siltation control fencing that has been placed on the project to ensure that site is free of any SAR and other animals and confirm that no animals are either trapped or entangled in the fencing. The fencing shall be inspected to ensure that there are no gaps underneath that would allow room for species to enter the work areas.

4. Safely restrain or protect any injured SAR animal and report occurrence immediately to the Contract Administrator for determination of further action and reporting to MNR (Pembroke Office).
5. Inspection of the work area immediately prior to any work taking place to ensure that there are no SAR or other animals present. If such animals are present, they shall be removed to a safe area under the direction of the Contract Administrator.
6. During the late spring/early summer months, excavation piles or other stockpiles shall be reviewed on a regular basis to determine if turtles have used these areas for nesting sites. This would be noted by the presence of freshly excavated holes in the piles as well as trails leading to and from the piles. If nesting areas are found, then these need to be fenced off and the Contract Administrator will provide direction on what additional mitigation measures are required.
7. Should the Contractor observe SAR crossing the roadway or within the construction zone, they shall carefully remove the individual off the roadway in the direction that it was travelling and observe it thereafter to ensure it does not reenter the work area.
8. The Contractor's Site Supervisor shall report all SAR observations to the Contract Administrator so they can periodically inform MNR (Bancroft Office)

The Contractor should also consider the following additional environmental best management practices when undertaking work on the project:

- a) Tree clearing operations should be undertaken during the months of October to April of the year in order to avoid disturbing the habitat of nesting birds.

D-100-056

CONTRACTOR'S REPRESENTATIVE

December 2008

The Contractor's site representative shall be a competent, English speaking Superintendent or Foreman, fully authorized to act for the Contractor and capable of coordinating the operation in an orderly and progressive manner.

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

The site representative shall be capable of reading and interpreting the documentation and shall ensure that all work is in conformance with same.

SECTION E
STANDARD SPECIFICATIONS
AND DRAWINGS

SS-1 Standard Drawings

- 1.1 The Contractor acknowledges that certain standard drawings that are provisions of this Contract have not been reproduced for inclusion in the Contract Documents. These standard drawings are listed in the Tender.
- 1.2 The Contractor acknowledges that the standard drawings referred to in subsection SS-1.1 are Ontario Provincial Standard Drawings (OPSD) as produced and amended by the government of the Province of Ontario.

<u>OPSD</u>	<u>DATE</u>	<u>OPSD</u>	<u>DATE</u>
210.010	Nov 2010	605.020	Nov 2013
210.020	Nov 2010		

SS-2 Standard Specification

- 2.1 The Contractor acknowledges that certain standard specifications that are provisions of this Contract have not been reproduced for inclusion in the Contract Documents. These standard specifications are listed in subsection SS-2.3, and in the Schedule of Prices.
- 2.2 The Contractor acknowledges that the standard specifications referred to in subsection SS-2.1 and SS-2.3 are Ontario Provincial Standard Specifications (OPSS) and all specifications referred to therein, as produced and amended by the government of the Province of Ontario.
- 2.3 The OPSS standard specifications that are provisions of this Contract are:

<u>OPSS</u>	<u>LATEST VERSION</u>	<u>OPSS</u>	<u>LATEST VERSION</u>
102	Oct 1992	310	Apr 2016
180	Nov 2005	314	Nov 2004
182	Nov 2000	501	Nov 2010
206	Nov 2009	710	Nov 2010
305	Nov 2008		

- 2.4 The Contractor acknowledges that the standard specifications referred to in subsections SS-2.1 and SS-2.3 are Ontario Provincial Standard Specifications (OPSS) for construction only and that all material specifications referred to therein, as produced and amended by the government of the Province of Ontario are also applicable to the Contract. The Contractor shall be responsible for obtaining his own copy of the Ontario Provincial Standard Specifications (OPSS) which are applicable to this Contract.

SS-3 **Availability of Standards**

- 3.1 It shall be the responsibility of the Contractor to obtain any Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), or Ontario Provincial Standard General Conditions of Contract (OPSS-MUNI 100), referred to in the quotation form. The Ontario Provincial Standards can be found on the internet at www.raqsb.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage.

SECTION F
SPECIAL PROVISIONS

INDEX FOR SECTION 'F' – SPECIAL PROVISIONS

F-100C-004	Payment Adjustment for Changes in the Fuel Price Index	F-1 to F-3
F-102C-001	Weigh Person for Weighing of Materials	F-3 to F-4
F-310C-005	Hot Mix Asphalt - Liquid Asphalt Cement Price Index	F-4 to F-5
F-310C-010	Hot Mix Asphalt – Mix Designs & Quality Control	F-5 to F-7
F-310C-013	Asphalt Repairs.....	F-7
F-314C-014	Preparation of Existing Surface	F-7 to F-8
F-501C-001	Permission to Use Water.....	F-8 to F-9
F-1010C-001	Granular Material Testing.....	F-9

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's fuel price index. The price index will be calculated by the Ministry of Energy, Science and Technology, and will be based on the rack price, including taxes, of diesel fuel. The price index will be published monthly in the Contract Bulletin for each calendar month and will reflect the previous month's prices. The Contractor must use this index when calculating flow through to truckers, subcontractors and shippers/suppliers.

A payment adjustment will be calculated monthly and applied to the monthly progress payment, excluding any payments for Extra Work, Additional Work, or Changes in the Work.

It is agreed by the parties to the contract that it is impracticable and difficult to ascertain actual fuel consumed on the contract, and the parties hereto agree that for the purpose of calculating the total fuel price adjustments, the amount of fuel consumed will be determined using the rates in Table I. The payment provided for the items listed in Table I shall be deemed to be for all work.

TABLE 1	
Item Description	Diesel Fuel Consumption Rates
Clearing	237 l/HA
Grubbing	163 l/HA
Earth Excavation	1.7 l/m ³
Rock Excavation	2.2 l/m ³
Rock Face	1.2 l/m ²
SSM	1.0 l/t
Granular A&B	1.9 l/t
All asphalt pavement except DFC	11.5 l/t
DFC Pavement	14.3 l/t
Concrete Pavement	4.9 l/m ²
Structural Concrete	5.5 l/m ³
Tall Wall (any barrier wall including asymmetric)	3.2 l/m
Milling by m ² items	0.4 l/m ²
Milling by tonne items	3.0 l/t
Pulverize	0.2 l/m ²
Concrete removal	1.0 l/m ³
Asphalt removal	0.4 l/m ²
Piling & Caissons	5.0 l/m
Sewers & Drainage	8.0 l/m

Payments provided under this special provision, (Payment Adjustment For Changes in the Fuel Price Index), will be used to compensate all trucks, sub-contractors and shippers/suppliers performing any contract work or delivering material for the contract including items not listed in Table I.

The compensation provided through this provision must also be used for the purpose of providing fuel price adjustment compensation to suppliers and shippers. Should the Contractor be required by a supplier to negotiate and provide fuel price adjustment compensation to any party providing materials to the contract, the Owner will not provide any compensation for this purpose in addition to that provided through this special provision.

Fuel Price Adjustment Calculation

- a) The Contractor payment adjustment for each month will be calculated using the following formula:

$$Cfpa = (Ctem) \times (I - Bc) / 100$$

Where:

Cfpa = fuel price adjustment paid to Contractor or Owner, in dollars

Ctem = total estimated monthly fuel consumption

I = progress payment month fuel price index
(for the month that the work was completed in)

Bc = fuel price index in the prior month that the Contract was tendered

- b) The progress payment month fuel index will be published the first Friday of every month in the Contract Bulletin.
- c) The total monthly fuel consumption will be calculated by multiplying the consumption rates in Table 1 by the work accomplished in the current month for each applicable item and totaling the volume in litres.
- d) Only tender item quantities or work done at the tender item price will be included in the calculation.

Payment Certificate Documentation

- a) When (progress payment month fuel price index – tendered prior month fuel price index) is positive the Contractor will receive a payment.
- b) When (progress payment month fuel price index – tendered prior month fuel price index) is negative the owner will receive a credit.
- c) The Contractor will show the fuel price adjustment as a line item on each progress payment certificate and the final payment certificate. The item will be called fuel price adjustment.

Fuel Price Adjustment Flow Through

- a) The Contractor agrees to adjust the payment to each trucker hired directly by the Contractor for execution of part of the Work in accordance with the following formula:

$$Tfpa = (Tmpp) \times (I - Bt) / Bt \times 0.17$$

Where:

Tfpa = fuel price adjustment paid to trucker, in dollars

Tmpp = monthly payment to trucker, in dollars

Bt = fuel price index in the month that the contract with the trucker was entered into either verbally or in writing

I = progress payment month fuel price index
(for the month that the work was completed in)

The fuel price adjustment paid to each trucker (Tfpa) will be calculated for each calendar month and may be positive or negative.

- b) The Contractor agrees to adjust the payment to each Subcontractor in accordance with the following formula:

$$Sfpa = (Smpp) \times (I - Bs) / Bs \times Fn / 100$$

Where:

Sfpa = fuel price adjustment paid to the Subcontractor, in dollars

Smpp = monthly progress payment to the Subcontractor, in dollars

Bs = fuel price index in the month that the contract with the subcontractor was entered into either verbally or in writing

I = progress payment month fuel price index
(for the month that the work was completed in)

Fn = fuel consumption factor as negotiated between the Contractor and the Subcontractor as a percentage of the value of the subcontract

- c) The Contractor shall report the negotiated fuel consumption factor (Fn) to the Owner on a form, which lists all subcontracts, and the corresponding negotiated fuel consumption factor. The form shall be updated monthly or as changes and additions arise.
- d) The Contractor also agrees that each subcontract will contain a requirement that the Subcontractor will make a fuel price adjustment to each trucker hired directly by the Subcontractor for execution of part of the work in accordance with the same formula and conditions used by the Contractor to make fuel price adjustments to truckers.

F-102C-001

WEIGH PERSON FOR WEIGHING OF MATERIALS

February 2007

Amendments to OPSS 102 – October 1992

OPSS 102 shall apply except as may be amended and extended herein.

102.07 CONSTRUCTION – WEIGHING

102.07.01 Mass Measurements

Subsection 102.07.01 is deleted in its entirety and replaced by the following:

Mass measurements will be made by a weigh person supplied by the Contractor except where the weigh scales to be used are equipped with an automatic printing device capable of producing tickets conforming to the Owner's requirements.

F-310C-005 HOT MIX ASPHALT - LIQUID ASPHALT CEMENT PRICE INDEX
 Nov. 2017

Asphalt Cement (Estimated Value)

This item is utilized for payment or deduction in payment relevant to the Asphalt Cement Index.

OPSS 310 a MUNI 310, Appendix 310-B, November 2017, is invoked for this project and payment adjustments shall be defined therein.

F-310C-010 HOT MIX ASPHALT- MIX DESIGNS AND QUALITY CONTROL
 May 2016

Amendments to OPSS 310 – April 2016

OPSS 310 shall apply except as may be amended and extended herein.

310.04 SUBMISSION AND DESIGN REQUIREMENTS

Subsection 310.04 is amended by the addition of the following:

310.04.01 Submissions

The successful Tenderer will submit a mix design and aggregate test results at the award of the Tender. The mix design must have been produced in the previous twelve (12) months prior to submission. The mix design must conform to the requirements as listed in OPSS 1150. The physical property test results of the aggregates must meet the requirements as listed in OPSS 1003.

The Contractor will submit a copy of the Contractor's Quality Control Plan to the Contract Administrator for review a minimum of two weeks prior to paving. The Quality Control Plan must include such quality control procedures, including sampling and testing, as is necessary to ensure that all hot mix aggregates and all hot mix asphalt to be used in the work conform to the requirements of the Contract. The Contractor shall determine the type and amount of quality control sampling and testing to be completed so as to ensure the contract requirements are met.

The Contractor shall be responsible for the interpretation of the test results and the determination of any action to be taken to ensure that all materials and work conform to the requirements of the Contract.

The Quality Control Plan will identify the names and responsibilities of the Contractor's representatives and will identify the certified laboratory that will be responsible for the quality control testing.

310.04.02 Quality Control Plan

The Quality Control Plan will address the following:

1. Quality control and quality assurance material sampling, preparation, handling, delivery and storage;
2. Quality control testing and the timing for the testing; and
3. Timing for the submission of results for all quality control testing.

The Contractor shall through the Quality Control Plan ensure:

1. Each of the following complies with and is supplied in accordance with the Contract Documents:
 - (a) materials from approved/designated sources;
 - (b) the mix design submission, including all supporting documentation;
 - (c) materials from sources identified in the accepted mix design submission; and
 - (d) submission of certification for all materials that require certification.
2. Each of the following is performed in accordance with the Contract Documents:
 - (a) the mix design;
 - (b) materials testing and/or inspection prior to incorporation into the work, and checking that materials meet the accepted mix designs;
 - (c) materials handling and/or storage; and
 - (d) addition and/or mixing of materials identified in the accepted mix design.
3. That no materials are used that are identified as deficient prior to incorporation into the work. The Contractor shall ensure that no materials are used that would have been identified as deficient prior to incorporation into the work if quality control test results had been available when specified.

310.04.03 Assessment of Compliance

The Contract Administrator's assessment of compliance may consist of random or milestone inspections, continuous inspection, sampling and testing for quality assurance purposes, audits of the quality control documentation specified in the Contract Documents or any combination of the preceding actions at the discretion of the Municipality.

310.04.04 Payment

Quality Control Activities

Full compensation for carrying out quality control activities and for meeting the requirements of this Special Provision shall be included in the Contract Price for each of the appropriate Tender Items.

F-310C-013
ASPHALT REPAIRS

May 2016

Amendments to OPSS 310 – April 2016

OPSS 310 shall apply except as may amended and extended herein.

310.07 CONSTRUCTION

Subsection 310.07 is amended by the addition of the following;

310.07.18 Asphalt Repairs

Any asphalt deficiencies that are deemed rejectable are to be removed and replaced a minimum of one lane width. Replacement must be placed with the use of a mechanical self-propelled paver.

F-314C-014
PREPARATION OF EXISTING SURFACE

March 2016

Provisional Item

Amendments to OPSS 314 – November 2009

OPSS 314 shall apply except as may be amended and extended herein.

314.06 Equipment

All subsections are deleted and replaced with the following:

314.06.01 Motor Grader, Articulated Frame

The motor grader, articulated frame shall have a minimum operating weight of 15,500 kg.

314.06.02 Compaction Equipment

The Compaction Equipment shall be sufficient to achieve the specified level of compaction prior to placing the surface. The Compaction Equipment shall also include the supply and operation of a water truck as required.

314.07 Construction

Section 314.07 is amended with the addition of the following:

314.01 Preparation of Existing Surface

The existing surface may require grading to conform to the crossfall and/or superelevation as indicated on the plans or as directed by the Contract Administrator. If the existing surface has

washboard then it is to be regraded by scarifying and/or grading to a depth of 50 mm lower than the washboard.

314.09 Measurement for Payment

All subsections are deleted and replaced with the following:

314.09.01 Preparation of Existing Surface

Preparation of existing surface will be measured by hours of use of motor grader. There will be no separate payment for compaction equipment used under this item.

314.10 Basis of Payment

All subsections are deleted and replaced with the following:

314.10.01 Preparation of Existing Surface – Item

F-501C-001

PERMISSION TO USE WATER

March 2009

Amendments to OPSS 501 – November 2005

OPSS 501 shall apply except as may be amended and extended herein.

501.07 CONSTRUCTION

501.07.01 General

Subsection 501.07.01 is amended by the addition of the following:

The Contractor shall make all arrangements with the municipal, provincial, or federal organization having jurisdiction over the source(s) of water to be used in this Contract. The Contractor shall supply a copy of the written approval to the Contract Administrator.

The “Permission to Take Water” permit from the Ontario Ministry of the Environment requires monitoring as listed below;

“The permit holder shall maintain a record of all water takings. This record shall include the dates and times of water takings, the rates of pumping, and an estimated calculation of the total amounts of water pumped per day for each day that water is taken under the authorization of this Permit. A separate record shall be maintained for each source. The Permit Holder shall keep all required records up to date and available at or near the site of the taking and shall produce the records immediately for inspection by a Provincial Officer upon his or her request.”

Whether the contractor has taken the permit or the Municipality has taken the permit, it will be the contractor’s responsibility to maintain the records for all water takings. A copy of the records is

to be provided to the contract administrator. Final payment will not be made until the final monitoring records are provided to the Municipality contract administrator.

501.09 MEASUREMENT FOR PAYMENT

501.09.01 Actual Measurement

Subsection 501.09.01 is deleted in its entirety.

501.10 BASIS OF PAYMENT

501.10.01 Compaction

501.10.02 Water for Compaction – Item

Subsections 501.10.01 and 501.10.02 are deleted in its entirety and replaced with the following:

501.10.03 Water for Compaction

Payment for all labour, equipment, and materials required to do the work shall be considered to be included in the Contract Prices for the applicable items requiring compaction.

F-1010C-001

GRANULAR MATERIALS TESTING

August 2006

Amendments to OPSS 1010 – April 2004

OPSS 1010 shall apply except as may be amended and extended herein.

1010.04 SUBMISSION AND DESIGN REQUIREMENTS

Section 1010.04 is amended by the addition of the following:

1010.04.01 Testing

The Contractor shall submit test results for all granular material to be used a minimum of two (2) weeks prior to placing the material. All testing is to conform to the requirements of OPSS 1010.

The Contractor will submit the gradation test results and the physical property test results for all aggregate materials incorporated into the work, including those used for the production of hot mix paving, surface treatment, or concrete.