



Township of Madawaska Valley
PO Box 1000, 85 Bay Street
Barry's Bay, Ontario K0J 1B0
Phone (613) 756-2747 Fax (613) 756-0553
Email: hkutchkoskie@madawaskavalley.ca

INVITATION TO TENDER

Tender MV 2026-11 Screening, Delivery and Stacking of Winter Sand per OPSS Requirements

Closing Date: 3 P.M. Local Time Wednesday July 28, 2026

Opening of Tenders: Wednesday July 28, 2026, 3.15 p.m. Local Time in Council Chambers at Municipal Office which is open to the Public.

For the screening of 10,000 Metric Tonnes of winter sand, delivery and stacking of 6000 Metric Tonnes Winter Sand.

Interested parties can obtain tender documentation packages at the Township Office or downloaded from the website at www.madawaskavalley.ca

Sealed tender with the words "Winter Sand" marked on the envelope will be received at the office of the Superintendent of Operations, 85 Bay Street, Barry's Bay, ON K0J 1B0 up to 3 p.m. local time on Wednesday July 28, 2026. Tenders will be opened in public at the Municipal Council Chambers commencing at 3.15 p.m. local time on this day. Public is invited to attend.

Lowest tender or any tender will not necessarily be accepted.

Hilary Kutchkoskie

Mr. Hilary Kutchkoskie
Superintendent of Operations
Township of Madawaska Valley
Barry's Bay, ON K0J 1B0
Ph. 613-756-2747 ext.215 / Cell 613-633-6164
Fax. 613-756-0553
hkutchkoskie@madawaskavalley.ca

THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY
WINTER SAND
MV-2026-11

Sealed Tenders, plainly marked as to the contents, will be received until Tuesday, July 28, 2026 - 3:00 p.m. Local time, for the screening of Winter Sand for the Township of Madawaska Valley. Tenders will be opened at the Municipal office at 3.15 p.m. local time on the same day.

Method #1

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Contractor's Price (per unit figures)</u>	<u>Contractor's Total Price</u>
1	Screen and Stockpile with conveyor 10,000 Metric Tonnes of Winter sand per (OPSS spec 1004) at Township of Madawaska Valley's (Maika Pit) Located on Wigry Road.	10,000 Metric Tonnes	\$ _____ per Tonne	\$ _____
2	Deliver and stockpile with conveyor 3000 Metric Tonnes of Winter Sand to Yard 1 (49 Areana Road) and 3000 Metric Tonnes to Yard 2 (39844 Combermere Road) Winter Sand hauled from (Miaka Pit)	6,000 Metric Tonnes	\$ _____ per Tonne	\$ _____

PLUS HST \$ _____

TOTAL QUOTATION PRICE \$ _____

The contractor has carefully examined the provisions, plans, specifications, and conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract. The contractor understands and accepts the said provisions, plans, specifications, and conditions and, for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials except as otherwise specified and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the Township without alteration of the contract price; however, such increase or decrease shall not exceed 15 percent.

Contractor's Name

Signature – Contractor's Representative

Date

E-mail Address

Mailing Address

City, Province, Postal Code

Phone Number

Fax Number

MV-2026-11

Material Source:

Township of Madawaska Valley licenced pit off Wigry Road is the source of screened sand. The sand must meet OPSS spec 1004 "Specification for Fine Winter Sand" and may be subject to testing which would be the Contractors responsibility. Delivery of screened sand to Yd 1 and Yd 2 is by the successful Contractor. Stacking at Yard 1, and 2 is the responsibility of the Contractor. The Township is responsible to provide the salt and administer the salt to the dumped loads of screened sand before the Contractor feeds it to the stacker unit. Any winter sand existing at Yards 1&2 may be subject to restacking by the contractor.

Description of Stacking Method by Contractor:

Special Provisions:

SPECIAL PROVISIONS - GENERAL

1. The per unit figures and the item total price shall include all applicable taxes except the HST. The H.S.T. is to be shown separately as indicated.
2. A 10% deposit in the form of a certified cheque made payable to the Treasurer of the Municipality must accompany each quotation.
3. The contract **must be completed in full on or before September 30, 2026, or a penalty of \$250.00 per day may be executed**
4. The Municipality must be notified by the Contractor at least seven () days prior to the commencement of any operation.
5. It shall be the responsibility of the Contractor to obtain any Ontario Provincial Standard Specifications (OPSS) referred to in the quotation form.
6. Lowest or any quotation not necessarily accepted.
7. Fax submissions will not be accepted.
8. This offer shall be irrevocable for a period of sixty (60) calendar days from the date of quotation opening.
9. Acceptance of this quotation by the Municipality shall deem this quotation a binding contract.

10. O.P.S. General Conditions (September 1999 and the Supplemental General Conditions) shall apply to this contract.

11. The Contractor shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this agreement on the date upon which each becomes due and all liabilities incidental thereto.

12. The Contractor understands and agrees that neither he, nor anyone hired by him, is covered by the Municipality under the Workplace, Safety and Insurance Board and he shall be responsible for, and shall pay all dues and assessments payable under the Workplace, Safety and Insurance Board, the Unemployment Insurance Act or any other Act whether Provincial or Federal, in respect of himself, his employees and operators, and shall upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of any such Act. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him that would be sufficient to cover his default, and the Municipality shall have the right to pay the same. Information on coverage under the Workplace, Safety and Insurance Board can be obtained directly from the Workplace, Safety and Insurance Board.

13. The Contractor covenants and agrees with the Municipality to indemnify it and save it harmless from all claims by third parties arising out of the performance of this agreement, including blasting operations where applicable.

14. The Contractor will carry liability insurance in an amount not less than \$2,000,000 with a maximum deductible of \$5,000 to cover any possible claims by third parties due to this operation and WSIB coverage. A copy of this policy and WSIB coverage shall, upon request, be presented to the Municipality's representative. The above noted insurance and WSIB will be continued in force for the duration of this contract.

Insurance Company

Policy Number

Amount

Expiry Date

15. If the Municipality is called upon to pay any such liability of the Contractor set out in paragraphs 11 and 13 above, then the Municipality may deduct the amount so paid from any monies due, or that may become due to the Contractor. If there are insufficient monies due, or to become due to the Contractor to permit such deductions, the Contractor shall pay the Municipality upon demand an amount sufficient to make up the deficiency.

16. The Contractor declares that he has paid or will pay forthwith all Provincial and Federal Taxes that apply to the said contract.

17. The Municipality is not to be deemed the employer of the Supplier or his personnel under any circumstances whatsoever.

18. The requirements of Bill 17, the Fairness in a Two-Way Street Act (Construction Labour Mobility) 1999 shall apply to this quotation.

19. By-law 2017-06 being a Purchasing Policies and Procedures By-law for the Corporation of the Township of Madawaska Valley and this shall supersede any discrepancies encountered with this Tender. Standard terms and conditions shall apply. A copy of the Contractors Health and Safety Policy must be submitted by the successful bidder.

20. For additional information regarding this contract, contact the following:

Hilary Kutchkoskie, Superintendent of Operations
Mike Phillips, Operations Supervisor 613-639-5313
Township of Madawaska Valley
PO Box 1000
Barry's Bay, Ontario
Telephone: (613) 756-2747 Fax: 613-756-0553

SPECIAL PROVISIONS - ITEM

1. If the contract is not completed in full on or before the date specified above, the Municipality may retain the deposit. The deposit is in lieu of Liquidated damages and is not to be construed as a penalty.
2. OPSS 1004, Material Specification for Aggregates – Miscellaneous, shall apply to this work.
3. The “Specification for Fine Aggregates – Winter Sand” shall also apply to this work.
4. OPSS 1004, Material Specification for Aggregates – Miscellaneous, shall apply to this work.
5. All costs of the use, construction and maintenance of access roads and haul roads to granular pits and all costs of clearing, grubbing, stripping and restoring granular pits shall be included in the unit prices bid for the granular items concerned.
6. The contractor is responsible for sourcing of the winter sand
7. The volume of material will be measured by Metric Tonnes. A load ticket shall be issued with each truckload with tonnage weight for payment shown. A loader scale may be utilized for weighing of materials.
8. Description of weighing mechanism proposed by Contractor

9. Basis of payment will be at the contract unit price per Metric Tonne.
10. The contractor shall be responsible for all testing to confirm that the material supplied meets the specifications.
11. Payment at the contract price shall be compensation in full for all labour, equipment and materials required to complete the work.

SUPPLEMENTAL GENERAL CONDITIONS

GC 1.02 Abbreviations

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

ACI - American Concrete Institute

OHBDC - Ontario Highway Bridge Design Code. Latest revision and amendments thereto.

GC 1.04 Definitions

Section 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 Municipality.

Corporation - The Corporation of the Municipality.

Municipality - The Township of Madawaska Valley.

Council - The Council of the Municipality.

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

Municipality - The Township of Madawaska Valley.

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.

GC 2.01 Reliance on Contract Documents

Section GC 2.01.01 of the General Conditions 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 geotechnical information provided by the Corporation. The Tenderer acknowledges that all geotechnical 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.

Section GC-3.01 is hereby extended by the addition of the following:

- .16 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.

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

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.

GC-4 Owners Responsibilities and Rights is hereby amended as follows:

Subsection GC-4.01 is hereby extended with the inclusion of the following:

- .03 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 (4) metres 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 cannot 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 48 hours minimum in advance of any scheduled disruption.

The Corporation shall, at its own expense, supply and erect signs relating to detours and maintain approved detours over other public roads which may be used during the said closure of the road.

The Contractor shall not operate or place unlicensed vehicles or construction equipment within 3.5 metres 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 metres 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.

Subsection GC-4.05 of the General Conditions 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:
- i.If the Contractor should be adjudged as bankrupt, or
 - ii.If he should make a general assignment for the benefit of his creditors, or
 - iii.If a receiver should be appointed on account of his insolvency, or
 - iv.If he should take the benefit of any Act relating to insolvent debtors, or
 - v.If a winding up order be made against the Contractor,
 - vi.If he 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
 - vii.If he should fail to make prompt payment to subcontractors and suppliers, or
 - viii.If he should persistently disregard laws, ordinances or the instructions of the Corporation, or
 - ix.If he should otherwise be guilty of substantial violation of the provisions of the Contract.

Subsection GC-4.10 is hereby extended with the addition of the following:

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

Notwithstanding the general requirements of GC-4, 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 Section OPS 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 - Materials is hereby amended and/or extended as follows:

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 testing of all materials shall be born by the Contractor.

.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.

Subsection GC-5.03 is hereby extended as follows:

- .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 Insurance Protection and Damage is hereby extended as follows:

Subsection GC-6.01 is 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 sewer, 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.

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 metres 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.

Subsection GC-6.03.02 is hereby extended by the inclusion 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 - Contractor's Responsibilities and Control of the Work is hereby extended as follows:

Subsection GC-7.01.11 is extended with the following additional requirements:

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:

- i. The dates of, and time periods required for, all major construction activities included in the Work;
- ii. The dates of critical activities and events; and
- iii. 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.

Subsection GC-7.11 is extended with the inclusion 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.

Section GC 7.15 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 - Contractor's Responsibilities and control of the work is hereby further extended by the inclusion of the following additional requirements:

GC-7.16 Inspection

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

GC-7.17 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 affects. Such spills or discharges and their adverse affects 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 water course. 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-7.18 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-7.19 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-7.20 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-7.21 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-7.22 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 7.23 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 7.24 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.

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

- .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.

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 Section OPS 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 Section OPS 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.

Compliance with Applicable Legislation

The successful bidder must comply with all applicable municipal, provincial, and federal legislation in the performance of its obligations under any contract or agreement with the

Township, including but not limited to, the Municipal Freedom of Information and Privacy Act, the Occupational Health and Safety Act, the Ontario Human Rights Code, the Pay Equity Act, the Accessibility for Ontarians with Disabilities Act, and the Workplace Safety and Insurance Act. Upon request, the successful bidder shall provide the Municipality with written reports confirming such compliance.

The successful bidder must ensure that they have the experience, training, and equipment so that all work performed under the contract is done safely and in accordance with all applicable health and safety legislation. The successful bidder acknowledges that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on site.