

THE TOWNSHIP OF MADAWASKA VALLEY

TENDER

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

CONTRACT NO. MV 2026-06

CLOSING MAY 14th, 2026 AT 2:00 PM

Perspective Engineering Inc.
www.Perspective.Engineering
Box 6
Wilberforce, ON
K0L 3C0
TEL: (705) 935-1844

April, 2026

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

CONTRACT NO. MV 2026-06

INDEX TO CONTRACT DOCUMENTS

Description	Reference
Information for Tenderers	Section "A"
Form of Tender	Section "B"
Contract Agreement	Section "C"
General Conditions of Contract	Section "D"
Special Provisions - General	Section "E"
Special Provisions - Items	Section "F"

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

CONTRACT NO. MV 2026-06

SECTION "A"

INFORMATION FOR TENDERERS

INFORMATION FOR TENDERS

INDEX

SECTION	DESCRIPTION	PAGE
A-1	Tender Call.....	1
A-2	Scope of Work	2
A-3	Completion and Submission of Tenders	2
A-4	Tender Deposit/Performance Deposit.....	2
A-5	Guaranteed Maintenance Period	3
A-6	Informal or Unbalanced Tenders	3
A-7	Examination of Site.....	4
A-8	Examination of Contract Documents.....	4
A-9	Acceptance or Rejection of Tenders	5
A-10	Subcontractors.....	5
A-11	Index and Reference Numbers.....	5
A-12	Schedule of Items and Prices	6
A-13	Ability and Experience of Tenderers	6
A-14	Successful Tender - Workplace Safety Insurance Board.....	6
A-15	Successful Tender - Execution of Form of Agreement.....	6
A-16	Successful Tender - Insurance	6
A-17	Successful Tender - Time for Completion and Liquidated Damages.....	7
A-18	Successful Tender - Submission of Documentation	7
A-19	Successful Tender - Commencement of Work	7
A-20	Protection of Environment.....	8
A-21	Taxes.....	8
A-22	Supply of Material	8
A-23	Traffic Control	8
A-24	Queries during Tendering Period.....	8
A-25	Advertisement of Substantial Completion	8

THE TOWNSHIP OF MADAWASKA VALLEY

CONTRACT No. MV 2026-06

CONNECTING LINK MILLING AND ASPHALT RESURFACING

A-1 TENDER CALL

The Township of Madawaska Valley Invites Tenders for:

Contract Number: MV 2026-06

Described as: Connecting Link Milling and Asphalt Resurfacing

Sealed Tenders shall be clearly identified with contract number and description, be addressed and delivered to:

The Township of Madawaska Valley
85 Bay Street, PO Box 1000
Barry's Bay, Ontario K0J 1B0
TEL: (613) 756-2747 FAX: (613) 756-0553

ATT: Hilary Kutchkoskie, Operations Manager

Tenders shall be received until:

May 14th, 2026 at 2:00 pm.

A public tender opening at 2:15pm after closing May 14th, 2026.

Contract Award, on or about:

June 19th, 2026.

Work Completion Date:

November 27th, 2026.

Lowest or any tender not necessarily accepted.

The tenderer is responsible to check the Townships website for any contract addendums prior to tender submission.

<https://www.madawaskavalley.ca/doing-business/bids-tenders/>

A-2 SCOPE OF WORK

The general scope of work includes, but is not necessarily limited to the following: Partial depth asphalt removal, hot mix asphalt, granulars, catchbasin, curb and gutter and pavement marking.

A-3 COMPLETION AND SUBMISSION OF TENDERS

The correct Tender Form, as supplied by the Owner, must be used and in the possession of the Owner on or before the Tender Closing Date and Time. Bids received after Closing Time will not be considered.

The Tender must be legible, written in ink or typewriter, and all items must be bid where stipulated with the unit price for every item and other entries clearly shown.

The bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Owner.

The Tenderer shall submit to the Owner:

- a) the Tender;
- b) the Tender deposit/Performance deposit
- c) all Addenda issued by the Engineer or Owner with respect to this Contract.

A-4 TENDER DEPOSIT/ PERFORMANCE DEPOSIT

The Tender must be accompanied by a certified cheque, bank draft, or money order made payable to the Owner to or greater than 10% of the amount bid (exclusive of HST) and must be enclosed in the same envelope as the Tender.

The deposits of the two low tenderers shall be retained by the Owner until the Contract is executed, save that if a Tenderer has not been requested by the Owner to execute the agreement within thirty (30) days, the deposits will be returned.

The deposits of other tenderers will be available for return within ten (10) days.

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

The tender deposit/performance deposit will be returned after a successful completion of the project.

A-5 GUARANTEED MAINTENANCE PERIOD

The Guaranteed Maintenance Period shall be a period of twelve (12) months from the date of publication of the Substantial Completion Certificate in the Daily Commercial News. During this period, the Contractor shall maintain all work and carry out such repairs as directed by the Engineer. Repairs, as requested by the Engineer, shall be undertaken within twenty-four (24) hours of notice being given; otherwise, the Engineer shall have such repairs carried out by others and charged against the Contractor.

A-6 INFORMAL OR UNBALANCED TENDERS

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the Tendered Unit Price, the Unit price shall govern and the amount shall be corrected accordingly.

The Owner reserves the right to waive informalities at his discretion.

A-7 EXAMINATION OF SITE

Each Tenderer, at his convenience, must visit the site of the work before submitting his Tender and must satisfy himself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions. The Contractor shall contact the applicable water authority with respect to anticipated water levels during construction.

A-8 EXAMINATION OF CONTRACT DOCUMENTS

Each Tenderer must carefully examine all Contract Documents before Submitting his tender and must satisfy himself by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. He shall make his own written inquiry during the tendering period to ensure that he clearly understands all Contract conditions.

At any time after submission of his Tender, the Tenderer shall not claim that there was any misunderstanding of the interpretation of the Tender Documents for the purpose of this Tender.

The Contract Documents are deemed correct provided that the correct information is available at least at one location in the Contract Documents.

A-9 ACCEPTANCE OR REJECTION OF TENDERS

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interests of the Owner to do so, and, in particular, if only one Tender is received, the Owner reserves the right to reject it.

Neither the Consulting Engineer nor any officer or employee of the Engineer has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement is executed by the Owner and by the Tenderer, and the acceptance of a Tender and the execution of an Agreement by the Owner is subject to the express condition that the Owner receive Deposits/Bonds, as required herein and in a form satisfactory to the Solicitor for the Owner, within seven (7) days after notification of the execution of the Agreement by the Owner and has been mailed to the Tenderer whose Tender has been accepted as aforesaid.

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

The award of this Contract is conditional upon the availability of approved funding. The Owner reserves the right, in its sole and absolute discretion, to cancel the Tender or to not award the Contract should the submitted Tender prices exceed the current project funding awarded by the Province or the Municipality's allocated budget. The Owner shall not be liable for any costs, expenses, or losses incurred by any Tenderer as a result of such cancellation or non-award.

A-10 SUBCONTRACTORS

The Tenderer shall give in the Form of Tender the name and address of each proposed subcontractor used in making up his Tender stating the portion of work allocated to each. Any changes in subcontractors require the approval of the Engineer.

A-11 INDEX AND REFERENCE NUMBERS

All index and reference numbers, either in the Tender Form, plans specifications, etc., are given for the convenience of the Contractor and as such must be taken only as a general guide to the item referred to. It must not be assumed that such numbering is the only reference to each item, but the plans and specifications as a whole must be fully read in detail for each item.

A-12 SCHEDULE OF ITEMS AND PRICES

The quantities shown in the Schedule of Items and Prices, furnished herewith, are for the sole purpose of indicating to the Tenderer the general magnitude of the work. For any work done on a unit price basis, the Contractor will be paid for a measured quantity at the unit price submitted in the Tender, subject to the provisions of the General Conditions.

A-13 ABILITY AND EXPERIENCE OF TENDERERS

It is the purpose of the Owner not to award this Contract to any Tenderer who does not furnish satisfactory evidence that he has the ability and experience in the class of work, and that he has sufficient capital and plant to enable him to prosecute the work successfully and to complete it in the time named in the Contract. The Tenderer shall give in the Form of Tender, three references of projects of similar magnitude to the Connecting Link Milling and Asphalt Resurfacing completed by the Contractor. References to include project name, Owner, contact name and phone number.

A-14 SUCCESSFUL TENDERER - WORKPLACE SAFETY INSURANCE BOARD

The successful Tenderer shall provide to the Owner, prior to Contract signing, with a valid Workplace Safety Insurance Board Certificate of Clearance to the satisfaction of the Owner and have its validity updated as necessary.

A-15 SUCCESSFUL TENDERER - EXECUTION OF FORM OF AGREEMENT

The successful Tenderer shall execute, in triplicate, the Form of Agreement provided in the Contract Documents. He shall do so within seven (7) days from the day of Contract Award.

A-16 SUCCESSFUL TENDERER - INSURANCE

The successful Tenderer shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Contract is in effect, with insurer's acceptable to the Owner:

- a) Comprehensive General Liability insurance to an inclusive limit of not less than Five Million dollars (\$5,000,000.00) per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:
 - (i) The Township of Madawaska Valley as additional insured for the purpose of this Contract only;
 - (ii) Cross liability;
 - (iii) Contractual liability;
 - (iv) Independent Contractors;
 - (v) Products and completed operations;
 - (vi) Employer's liability and voluntary compensation;
 - (vii) thirty (30) day written notice of cancellation;

- (viii) Tenant and legal liability (if applicable); and
 - (ix) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- b) All the necessary insurance that would be considered appropriate for a prudent Contractor of this type undertaking a project similar to this Contract, including, where appropriate and without limitation, property, construction and errors and omissions insurance.

Upon Contract Award, the Contractor shall provide the Owner with a valid certificate of insurance that references this Contract, confirms the above requirements and identifies major exclusions in the policy.

A-17 SUCCESSFUL TENDER - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The successful Tenderer shall complete the work by November 27th, 2026.

Pursuant to Special Provision General No. E016, the liquidated damages shall be an amount of one thousand five hundred dollars (\$1,500.00) per day beyond the specified date of completion.

A-18 SUCCESSFUL TENDER - SUBMISSION OF DOCUMENTATION

The successful Tenderer shall submit the documentation required by Sections A-9, A17, A18 and A19 of the Information for Tenderers, within seven (7) working days from the day of Contract award.

If the successful Tenderer fails to submit the required documentation on time, the Owner may, at its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

A-19 SUCCESSFUL TENDER - COMMENCEMENT OF WORK

The successful Tenderer shall not commence work until after September 1st, 2026.

Commence Work Order will be issued by the Owner expeditiously upon submission of all required documents and signing of the Contract by both parties.

A-20 PROTECTION OF THE ENVIRONMENT

The Contractor will be fully responsible to carry out his work in a manner to comply with all applicable regulatory requirements pertaining to air, water, land and noise pollution as specified in the Environmental Protection Act.

All required permits unless otherwise explicitly stated elsewhere in Contract Documents will be the responsibility of the Contractor. All other environmental protection measures, which are not specifically mentioned in the Contract Documents, but are required by environmental regulations, shall be deemed to be included in the Tendered price.

A-21 TAXES

The Harmonized Sales Tax (HST) shall be included as indicated on the Form of Tender. All other applicable taxes and duties shall be included in the tender prices.

A-22 SUPPLY OF MATERIAL

All materials supplied in this Contract shall be obtained from sources listed on the MTO Designated Sources for Materials (OPSS 128), where such a list is available. The Engineer shall be consulted for approval, if such a list does not exist.

Aggregates for concrete, asphalt and granular materials shall be obtained from the most recent MTO approved sources list. Alternatively, recent test data providing written proof that the aggregates meet the requirements of the Contract and OPSS standards shall be provided to the Engineer. Test data must be signed and sealed by a qualified Geotechnical Engineer licenced in the Province of Ontario.

A-23 TRAFFIC CONTROL

In addition to specified requirements outlined in Contract Documents, all traffic control measures shall conform to MTO Temporary Conditions Manual - Book 7. Submissions to the MTO must be submitted and approved for the closure by the successful contractor

A-24 QUERIES DURING TENDER PERIOD

All queries regarding this project shall be address to:

Mr. Jason Ward, P. Eng.
Perspective Engineering
Tel: (705) 935-1844
Email: jward@perspective.engineering

All queries must be submitted prior to 2pm on May 11th, 2026 if a response is required.

A-25 ADVERTISEMENT OF SUBSTANTIAL COMPLETION

The substantial completion of this Contract shall be advertised in Daily Commercial News by the Contractor. Proof of Advertising shall be provided to the Engineer.

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

THE TOWNSHIP OF MADAWASKA VALLEY

CONTRACT NO. MV 2026-06

SECTION “B”

FORM OF TENDER

(Photocopy this entire section for submission with the Tender)

FORM OF TENDER

INDEX

DESCRIPTION	PAGE
1. Identification of Tenderer	1
2. Declaration of Tenderer	2
3. Addenda	5
4. Schedule of Prices	6
5. Summary Sheet	7
6. List of References	8
7. List of Subcontractors	9
8. Statutory Declaration	10
9. Memorandum of Agreement.....	12
10. Examination of Site / Contract Documents.....	13

**THE TOWNSHIP OF MADAWASKA
VALLEY**

**CONTRACT NO. MV 2026-06
CONNECTING LINK MILLING AND ASPHALT RESURFACING**

1. IDENTIFICATION OF TENDERER

A. Tender by: _____

Telephone: _____

Fax: _____

Address: _____

Contact Person: _____

Position of Contact Person: _____

Alternative Contact: _____

E-mail: _____

2. DECLARATION OF TENDERER

The Tenderer declares that:

- (a) No persons, other than the Tenderer, has any interest in this Tender or in the Contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, as well as all the Contract Documents, and hereby accepts the same as part and parcel of this Contract, and do as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Tenderer also agrees that this offer is to remain open to acceptance until the formal Contract is executed by the successful Tenderer for said work, and that the Owner may at any time without notice accept this Tender whether any other Tender has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- (f) The submission of this Tender is based on the terms and conditions of the draft form of agreement included and any addenda identified herein. It is agreed that in the event of conflict between the unit prices and definitions of this Tender Form, and those contained in the specifications, then this Tender Form shall govern.
- (g) The work is to commence a maximum of seven (7) days after notice of Award has been issued.
- (h) The Tenderer acknowledges and agrees that the award of this Contract is subject to the availability of project funding and that the Owner may, at its sole discretion, decline to award the Contract if the Tender Price is not within the current project funding limits.
- (i) In tendering for the work and in entering into the Contract, the Tenderer has investigated for himself the character of the work to be done and all local conditions that might affect his Tender of his acceptance of the work.

The Tenderer also declares that in tendering for the work and in entering into the Contract, he did not and does not rely upon verbal information furnished by the Owner or Engineer.

The Tenderer hereby agrees that the work specified in this contract will be performed in strict

accordance with the following Provisions, Plans, Specifications and Conditions:

A. SPECIAL PROVISIONS

Special Provisions - General

Special No.	Date	Special No.	Date
199S38	March 2017	101S18	April 1994
199F57	December 2017		

Special Provisions – Items

Special No.	Date	Item No.	Special No.	Date	Item No.
NSSP	March 2026	3	NSSP	March 2026	4
NSSP	March 2026	12			

Liquidated Damages - Attached

B. PLANS

Cover sheet of Contract Drawings
 Drawings 1 to 3
 Quantity Sheets 1 to 5

C. STANDARD DETAIL DRAWINGS

Standard detail Drawings referenced in the Contract Documents may be viewed online at <https://www.raqsbc.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>.

OPSD	Issue Date	OPSD	Issue Date	OPSD	Issue Date
0100.0100	Nov 2018	0100.0110	Nov 2018	0100.0120	Nov 2018
0100.0130	Nov 2018	0100.0140	Nov 2018	0100.0500	Nov 2012
0100.0600	Nov 2012	0101.0100	Nov 2012	0101.0110	Nov 2012
0101.0120	Nov 2012	0101.0130	Nov 2012	0101.0140	Nov 2012
0101.0150	Nov 2012	0101.0160	Nov 2012	0101.0170	Nov 2012
0102.0100	Nov 2012	0103.0100	Nov 2012	0103.0110	April 2012
0104.0100	Nov 2012	0310.0200	Nov 2019	0310.0330	Nov 2019
0310.0600	Apr 2021	0400.0200	Apr 2024	0400.0300	Apr 2024
0922.5320	Nov 2020				

D. STANDARD SPECIFICATIONS

The following Ontario Provincial Standard Specifications apply to this contract and shall include, where applicable, additional Specification Numbers referred to within the Standard Specifications listed. Additional OPSS may be listed and are cross referenced in the specific description of Work.

OPSS	Date	OPSS	Date
Muni-100	November 2019	Muni-314	November 2015
Muni-102	January 2019	Muni-407	November 2021
Prov-127	April 2018	Muni-510	November 2018
Muni-180	April 2025	Muni-703	April 2019
Muni-182	November 2025	Muni-706	April 2019
Muni-206	April 2019	Prov-710	November 2023
Muni-310	November 2023	Muni-1101	November 2016
Muni-314	November 2015	Muni-1150	January 2021
Muni-330	April 2025	Muni-1151	April 2018

The Contractor shall be responsible to obtain copies of the Ontario Provincial Standard Specifications listed above.

E. GENERAL CONDITIONS OF THE CONTRACT

DATED at _____ this _____ day of _____ 2026.

) _____
) _____
) _____
) _____
) _____

(Witness)

(Tenderer's Signature)
(Seal)

NOTE:

- (a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.
- (c) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.

3. ADDENDA

The Tenderer will acknowledge receipt of all addendum and list them as follows:

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

4. SCHEDULE OF UNIT PRICES**CONTRACT No.:** MV 2026-06

Item	OPSS	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	0310	Tack Coat	m2	12,105		
2	0310	Hot Mix SP 12.5 (50mm lift)	t	1,483		
3	0353	Concrete Curb and Gutter (OPSD 600.030)	m	76		
4	0353	Concrete Curb and Gutter (OPSD 600.030) [Provisional]				
5	0407	Adjusting and Rebuilding Manholes, Catchbasins and Ditch Inlets	each	3		
6	0510	Removal of Asphalt Pavement, Partial Depth (40mm)	m2	12105		
7	0510	Removal of Concrete Curb and Gutter	m	76		
8	0706	Traffic Control Signing	lump sum	100%		
9	0710	Pavement Marking	m	3,818		
10	0710	Pavement Marking Symbols	each	7		
11	0710	Pavement Marking, Durable	m	219		
12	0710	Preformed Red Thrmoplastic for Crosswalks [Provisional]	m2	42		
				Sub-Total		
				HST (13%)		
				Total		

5. SUMMARY SHEET

TOTAL \$ _____

13% H.S.T. \$ _____

TOTAL TENDER PRICE \$ _____

Repeat total Tender price in writing _____

H.S.T. Registration # _____

The Contractor by this Tender, offers to complete this Contract in accordance with the terms contained herein.

DATED AT _____ THIS _____ DAY OF _____ 2026.

TENDERER'S SIGNATURE AND SEAL: _____

TENDERER'S POSITION: _____

Witness's Signature: _____

Witness's Position: _____

6. LIST OF REFERENCES

The following is a list of three (3) project references of the same magnitude as Connecting Link Milling and Asphalt Resurfacing project we have completed to the full satisfaction of the Owner.

PROJECT NAME	OWNER	CONTACT NAME AND PHONE NUMBER
1.		
2.		
3.		

(Tenderer's Initials)

7. LIST OF SUBCONTRACTORS

The following is a list of Subcontractors which we propose to employ for this work.

SUBCONTRACTED WORK	NAME AND ADDRESS	VALUE OF WORK
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Tenderer's Initials)

8. STATUTORY DECLARATION

DOMINION OF CANADA

(IN THE MATTER OF a Proposed Contract
(For the Connecting Link Improvemets
(The Corporation of the Township of
Madawaska Valley)
(Contract No. MV 2026-06
(In the Province of Ontario

TO WIT

I, _____ Do solemnly swear that all the matters stated in this Tender are in all respects true and I, _____ make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of “The Canada Evidence Act”.

(The Contractor shall provide the above information in writing and attach it to the tender form).

DECLARED before me at

_____)

of _____)

in the _____)

this _____

day of _____ 2026)

A Commissioner, etc.
(Or Notary Public)

Persons tendering are required to fill in all blanks. Should uncertainty arise as to the proper manner of doing so, the requisite information will, upon request, be given by the Consulting Engineer.

9. **MEMORANDUM OF AGREEMENT**

I/We _____, the undersigned hereby acknowledge and

(Name of Contractor)

agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Township of Madawaska Valley issuance of a stop work order, and, in the case of a repetitive infraction, dismissal and cancellation of the contract or purchase order.

Furthermore, I accept that I or any worker in my employ found to be in violation of the Occupational Health and Safety Act with respect to failure to wear protective clothing such as protective headwear, protective footwear, protective eyewear and an approved safety vest (as applicable) may be dismissed without prior notification. In such an event, I concur that the Corporation of the Township of Madawaska Valley shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dates this _____ day of _____, 2026.

(Signature of Contractor)

(Witness)

10. EXAMINATION OF SITE / CONTRACT DOCUMENTS

In submitting this Tender,

I/We _____, hereby acknowledge the following:

(Name of Contractor)

1. We have carefully examined all the Contract Documents and fully understand the scope and overall nature of the work to be carried out under this Contract. We are fully aware of all of our obligations under this Contract including, but not necessarily limited to, submission requirements, work restrictions, permit acquisitions, authorities approvals, etc. Our Total Tender Price submitted includes all costs associated with all equipment, labour, material and transportation required to complete the work (including any and all necessary incidental work whether or not explicitly detailed in the Contract Documents) and meet all of our obligations all in strict conformance with the Contract requirements.
2. We have carefully examined the site, field verified all as-built dimensions and made our own assessment as to the overall nature of the work to be performed and any difficulties or delays which may be encountered in order to complete the required work and have included all such associated costs in our Total Tender Price. In examining the site and Contract Documents, we are satisfied that the all the work required under this Contract can be successfully carried out in strict conformance with the Contract requirements without changes to the Contract Documents.
3. All work carried out under this Contract will be completed under the direct supervision of a qualified Project Manager and a qualified Site Foreman. We will submit proof of qualification for the Project Manager and the Site Foreman upon project award. We acknowledge that, should personnel changes occur during the course of the project, equally qualified personnel will be employed as a replacement, and proof of qualification will be submitted to the Owner. We acknowledge that the Owner reserves the right, at his sole discretion, to accept or reject all proposed personnel.
4. All Workmanship will be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. We will not employ any person unfit or unskilled in their required duties. We acknowledge that the Owner reserves the right, at his sole discretion, to require the dismissal from site, workers deemed incompetent, careless, insubordinate or otherwise objectional.

Dated this _____ day of _____, 2026.

(Signature of Contractor)

(Witness)

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

THE TOWNSHIP OF MADAWASKA VALLEY

CONTRACT NO. MV 2026-06

SECTION “C”

CONTRACT AGREEMENT

PROJECT:

THE TOWNSHIP OF MADAWASKA VALLEY

CONNECTING LINK MILLING AND ASPHALT RESURFACING

CONTRACT NO. MV 2026-06

THIS AGREEMENT made in triplicate this _____ day of _____
in the year 2026.

BETWEEN:

<hr/>	(Hereinafter called the “Contractor”) of the first part.
and	
<u>The Corporation of the Township of Madawaska Valley</u>	(Hereinafter called the “Owner”) of the second part.

WITNESSETH that the Contractor and the Owner, for the considerations hereinafter indicated, undertake and agree as follows:

ARTICLE I

- a) This contract is for miscellaneous rehabilitative work in accordance with details set out more specifically hereafter and as shown on the accompanying contract plans.

- b) The following documents, which have been signed or initialed in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each Contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein:
 - 1. This Agreement
 - 2. Information for Tenderers
 - 3. Form of Tender
 - 4. General Conditions of Contract (including Supplementary General Conditions)
 - 5. Special Provisions
 - 6. Addendum No. ___ to No. ___
 - 7. Ontario Provincial Standard Specifications and Drawings
 - 8. Ontario Traffic Manual – Book 7, Temporary Conditions
 - 9. Contract Plans

ARTICLE II

The Contractor undertakes and agrees as follows:

- a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roadways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this Contract and shall forthwith according to the instructions of the Engineer commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.
- b) To grant the Owner the right to use completed portions of all Contract construction prior to completion of the Contract without any addition compensation.

ARTICLE III

The Owner undertakes and agrees as follows:

- a) To pay the Contractor in lawful money of Canada for the performance of the work of each Contract (subject to additions and deductions as provided in the General Conditions of the Contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the amount of \$288,948.91 Dollars (Including HST) based on the unit prices bid and applied to the measurements of the work.
- b) To make payments on account thereof upon the certificate of the Engineer (when the Engineer is satisfied that payments due to Subcontractors have been made) as follows:
 - (i) On the 25th day of each calendar month, the Contractor shall prepare and deliver to the Engineer, for checking, a written estimate of the value of the labour and material incorporated in the work of the Contract up to the 25th day of that month. The Engineer shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Engineer, less the aggregate of previous payments. Within thirty (30) days after delivery by the Engineer to the Owner of each approved certificate, the Owner shall pay to the Contractor the amount of the monies owing.
 - (ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and the provision of the following:
 - 1. A satisfactory certificate of clearance from the Workplace Safety Insurance Board.

2. A statutory declaration completed by a signing officer of the company (Contractor) in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the Contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.
3. Copy of the Publication of the Substantial Performance Certificate in the Daily Commercial News.

ARTICLE IV

In the event that the Tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only the extent of such extra or additional work as approved in writing by the Owner.

ARTICLE V

No implied Contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE VI

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or Engineer, being aware that any information from such sources was not in any manner warranted or guaranteed by the Owner.

ARTICLE VII

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract documents as listed in Article 1 herein.

ARTICLE VIII

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this agreement on or before November 27th, 2026.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor on any account whatsoever.

ARTICLE IX

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail

To the Contractor at:

To the Owner at:

The Corporation of the Township of Madawaska Valley
85 Bay Street, PO Box 1000
Barry's Bay, Ontario KOJ 1B0

And to the Engineer at:

Perspective Engineering Inc.
PO Box 6
Wilberforce, Ontario K0L 3C0

and will be considered as having been so given at the time of the deposit hereof in the post office.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

)
)
)
) _____
)
) _____
) (SEAL) (Contractor)
)
)
)
)
) _____
)
) _____
) (SEAL) (Owner)

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

THE TOWNSHIP OF MADAWASKA VALLEY

CONTRACT NO. MV 2026-06

SECTION “D”

**GENERAL CONDITIONS OF CONTRACT
(OPSS.MUNI 100, NOVEMBER 2024)**

**COPIES OF THE GENERAL CONDITIONS OF CONTRACT ARE AVAILABLE ONLINE AT
<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>**

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

THE TOWNSHIP OF MADAWASKA VALLEY

CONTRACT NO. MV 2026-06

SECTION "E"

SPECIAL PROVISIONS - GENERAL

DEFINITION OF OWNER AND ENGINEER**Special Provision General No. – E01**

Wherever the word “Corporation” or “Owner” appears in this Contract, it shall be interpreted as meaning the Township of Madawaska Valley.

Wherever the word “Department”, “Department of Highways”, “D.H.O.”, Department of Transportation and Communications”, “D.T.C.”, “Ministry “, or “M.T.C.” appears in this Contract, it shall be deemed to mean the “Ministry of Transportation, or the Township of Madawaska Valley”.

Wherever the word “Engineer” appears in this Contract, it shall be deemed to mean the Consultants, Perspective Engineering Inc., or such other officers, as may be authorized by the Corporation to act in any particular capacity.

DEFINITION OF CONSTRUCTOR**Special Provision General No. – E02**

For the purpose this Contract, the Contractor will be the Constructor.

EXISTING UTILITIES AND OPERATIONAL CONSTRAINTS**Special Provision General No. – E03**

1. The location of utilities where shown on contract drawings is diagrammatic and approximate only and the exact location should be determined by consulting the municipal authorities and utility companies concerned.
2. The Contractor is solely and fully responsible for contacting all applicable utility companies for locates and operational constraints, and for providing such utility companies with details of proposed work.
3. The Contractor shall devise methodology of work and carry out the work in a manner as not to affect utility and shall be fully responsible for adequate protection of utilities from damage during construction.
4. The Contractor shall co-operate with utility companies which may need to carry work on utilities during work on this contract.
5. In addition to all other Contract requirements, the provisions contained in O.Reg. 213/91, Section 186 shall apply for work in the vicinity of all Hydro installations.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**Special Provision General No. – E04**

The Contractor shall be fully and solely responsible for compliance with the occupational Health and Safety Act.

EMPLOYMENT**Special Provision General No. – E05**

The Contractor and any Sub-Contractor of the Contractor shall

1. employ only residents of Canada, and
2. in employing persons, refrain from discriminating against any person by reason of race, religious views or political affiliations.

OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

Special Provision General No. – E06

List of Designated Substances

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, 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 Emissions
Mercury (R.R.O. 1990, Reg. 844)	Vehicle Emissions
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 Emissions
Silica (R.R.O. 1990, Reg. 845)	Concrete, Blasting Medium, Throughout Site
Arsenic (R.R.O. 1990, Reg. 836)	Vehicle Emissions, Throughout Site
Lead (R.R.O. 1990, Reg. 843)	N/A
Bat / Bird / Rodent Droppings	Throughout Site

The Contractor is further advised that the Designated Substances silica (Ontario Regulation Number R.R.O. 1990, Reg. 845), lead (R.R.O. 1990, Reg. 843) and arsenic (R.R.O. 1990, Reg. 836) 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.

IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

Special Provision General No. – E07

The following is provided for information only, to facilitate contact with and notification to regulatory authorities as specified in the Contract Documents:

Regulatory Authority	Notification Requirement
MOE: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipality: The Township of Madawaska Valley 85 Bay Street Box 1000, Barry's Bay ON, K0J 1B0	For notification of a spill to the environment under the Environmental Protection Act
MOE: Ministry of the Environment 2430 Don Reid Drive Ottawa, Ontario K1H 1E1	For Waste Management Approval under the Environmental Protection Act and for Permit to Take Water
MNR Ministry of Natural Resources – Pembroke District 31 Riverside Drive, Pembroke, ON K8A 8R6 1-613-732-3661	For notifications relating to Endangered Species
Local Police: Ontario Provincial Police – Killaloe Detachment 15368 Highway 60 Kallaloe, Ontario K0J 2A0	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act
Local School Boards: Renfrew County District School Board Renfrew County Catholic District School Board	For notification of the impact of construction operations to the school bus routes, pick ups and drop offs.

AS-BUILT MARK-UPS**Special Provision General No. – E08**

As-built mark-up drawings shall be supplied by the Contractor to the Contract Administrator within two weeks of the final completion of the Contract. Unless otherwise specified, as-built mark-up drawings will consist of a set of marked-up drawings with all differences from the Contract drawings shown in red ink, and with references to the Contractor's survey and/or quality control inspection records noted beside each entry.

SPILLS REPORTING**Special Provision General No. – E09**

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.

QUALITY CONTROL PROGRAM**Special Provision General No. – E10**

In addition to the Contractor's quality control requirements and any other quality control requirements as may be specified elsewhere in the Contract and in the applicable OPSS standards, the following apply:

1. Compaction testing results.
2. Asphalt testing

TESTING OF MATERIALS**Special Provision General No. – E11**

In addition to testing requirements as may be specified elsewhere in the Contract (**including testing required to be performed by the Contractor**), the following apply:

1. Granular 'A' and Granular 'B' Type II – materials and compaction will be tested by Engineer at their discretion. Contractor to provide all required assistance in obtaining samples.
2. SP 12.5 & SP 19.0 – materials and compaction will be tested by Engineer at their discretion. Contractor to provide all required assistance in obtaining samples.

Further Testing:

Contractor will be responsible for all costs associated with any further testing over and above that originally carried out by the Owner.

LIQUIDATED DAMAGES**Special Provision General No. – E12**

Fixed Completion Date and Charges

1. Time

Time shall be the essence of this Contract.

2. Progress of the Work and Time for Completion

The Contractor shall complete this Contract in its entirety by **November 27th, 2026**.

If this time limit above specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight and night shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

3. Liquidated Damages

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not finished or completed within the date of completion specified aforementioned or as extended in accordance with subsection GC3.06, Extension of Contract Time, of OPS General Conditions of Contract, November 2006, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of one thousand five hundred dollars \$1,500.00 as liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

ONTARIO PROVINCIAL STANDARD DRAWINGS

Special Provision General No. – E13

The completeness of the list of all required OPSD drawings is not guaranteed or implied. All other Standard Drawings listed or required for completion of work, as well all referenced drawings are available at Engineer's business office during normal working hours.

PROTECTION OF ENDANGERED SPECIES

Special Provision General No. – E14

Protection of Endangered Species

Governed by Ontario's Endangered Species Act (ESA 2007) for all species listed on Species at Risk in Ontario (SARO List). The act prohibits killing, harming, harassing, capturing, possessing, etc. any species that is extirpated, endangered or threatened.

1. Education / Training

Contractor shall retain the expert and assure that all personnel are educated about species on SARO List. The Contractor shall provide a basic educational and training program and list of procedures relating to protection and capture of SAR and especially EMR.

2. Encounters with SAR

Page 6 The Contractor shall not harm and adversely affect any wildlife encountered in the Contract. The Contractor is responsible for ensuring all SAR sighted or encountered within the project limits are protected and relocated as necessary.

The Contractor shall ensure that all SAR and especially EMR sighted/encountered within the contract limits, and which are under immediate threat of harm from construction activities are captured live for relocation elsewhere.

The Contractor shall conduct a survey/search prior to any construction activity that may impact SAR during the term of the Contract. The survey/search shall be conducted by a qualified individual trained in the recognition and handling of SAR.

The Contract Administrator shall be contacted immediately in the event that any SAR species are encountered within the contract limits. All SAR sightings, dead or alive, shall be reported to the Contract Administrator.

The Contractor is legally obligated to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

More information can be obtained by contacting the local MNR office as follows: Ministry of Natural Resources
Bancroft District
106 Monck St, Bancroft, ON K0L 1C0

3. Information Available on Internet

General information regarding species at risk and the ESA 2007 is available at:
www.mnr.gov.on.ca/en/Business/Species

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

MUNICIPAL AND PROVINCIAL OPS SPECIFICATIONS

Special Provision General No. – E15

Where both a Municipal and Provincial oriented OPSS exist for an OPSS referenced in the Contract Documents, the Municipal (MUNI) OPSS will govern.

SURVEY REQUIREMENTS

Special Provision General No. – E16

The contractor shall include in the tender prices for the items horizontal and vertical control sufficient to place the centerline at the same location as it is currently after the pulverization and grading operations. The contractor is also responsible to provide sufficient vertical control to ensure even granular thickness in grade raise and earth excavation locations.

PROTECTION OF PUBLIC TRAFFIC

Special Provision No. 100F08

June 2017

Open Excavations

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non Working Days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. 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 each day.

Location and Storage of Materials and Equipment

Materials shall not be stored within 4 m of the traveled portion of any roadway except in the medians where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the traveled portion of any roadway.

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

Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic according to the sections entitled "Restrictions on Construction Operations" and "Permitted Times for Lane and Ramp Closures". This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

Access to and from the highway right-of-way will be restricted to ramps at the interchanges unless otherwise provided for in the Contract.

Median cross-overs shall not be used except where single axle vehicles are entering a passing lane that is closed to traffic.

The Contractor shall obtain the Contract Administrator's prior approval for the location of any "slip-off" or "slip-ons". The Contract Administrator reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

Restrictions on Construction Operations

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on days identified under the section entitled "Holiday Restrictions", or during the following periods:

Location	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
Throughout Contract Limits	0:00 –06:00 After 20:00	0:00 – 06:00 After 20:00	0:00 –0 6:00 After 15:00	0:00 – 06:00 After 18:00	All Day

Holiday Restrictions

The use of construction accesses, shoulder closures, lane closures, ramp closures, and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on the following Canadian or U.S. (as applicable) Statutory/Civic Holidays:

Name of Holiday	Date	After Noon on the Following Date Preceding the Holiday
Canada Day	July 1, 2026	June 30, 2026
Civic Holiday	August 3, 2026	July 31, 2026
Labour Day	September 7, 2026	September 4, 2026
Thanksgiving Day	October 12, 2026	October 9, 2026

Permitted Times for Lane and Ramp Closures

Lane closures and ramp closures for construction will only be allowed during the following times, subject to the additional restrictions covered under the section entitled "Holiday Restrictions":

Lane Closures

Section Description: Opeongo Line

Closure	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
One Lane Closure	07:00 – 18:00	07:00 – 18:00	07:00 – 15:00	07:00 – 18:00	Not Permitted
Two Lane Closure	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted

Lane Closures and Speed Control by OPP Officers (Paid Duty)

It is estimated that **0 (zero)** OPP-assisted lane closures and **0 (zero)** Days of OPP speed control activities will be required to execute the Work.

Basis of Payment

Section 706.10 of OPSS 706 is amended in that payment for all costs associated with the number of lane closures and the number of days of speed control activities stipulated above is deemed to be included in the Traffic Control Signing item and no additional payment will be made.

Any additional OPP-assisted lane closures and speed control activities that result from the Contractor's chosen sequence and/or method of operation are deemed to be included in the Traffic Control Signing item and no additional payment will be made.

If a third party stipulates that additional OPP-assisted lane closures or speed control activities are required, the Owner will compensate the Contractor for the cost of the OPP services as a Change in the Work.

AMENDMENT TO OPSS 102, OCTOBER 1992

Special Provision No. 101S18

April 1994

Bar Coding on Material Delivery Invoices**102.02 REFERENCES**

Section 102.02 of OPSS 102 is amended by the addition of the following:

American National Standard for Materials Handling - Bar Code Symbols on Unit Loads and Transport Packages (ANSI MH10.8M-1983)

102.06.02 Platform Scales

Subsection 102.06.02 of OPSS 102 is amended by the addition of the following:

The platform scale shall be equipped with a direct cable connection to the computer for the purpose of sending mass measurements.

A printing device connected by direct cable connection to the computer shall be capable of electronically producing, in black print only, tickets conforming to the requirements specified in this special provision.

102.07.01 Mass Measurements

Subsection 102.07.01 of OPSS 102 is deleted and replaced by the following:

The Contractor shall provide personnel to conduct the mass measurements. The mass measurements shall be sent to the printing device using a print command on the computer. Any form of override of the printing process, except total transaction rejection, will not be allowed.

The system shall be capable of detecting vehicle overloads, and of automatically signalling overload occurrence to the system operator.

Tickets shall be supplied by the Contractor. Bar codes shall be printed directly onto the weigh ticket or onto labels. Bar coded labels shall be affixed to the Owner's copy of the ticket before it leaves the weigh scale building.

The following information shall be displayed as bar code groups printed in a column or left to right configuration:

- 1) Truck Number
- 2) Tare Weight
- 3) Net Weight
- 4) Ticket Number

The words "Truck", "Tare", "Net", and "Ticket" must appear beneath each appropriate bar code group.

Conventional alphanumeric characters shall be used elsewhere on the ticket to express the exact information contained in the bar codes.

Automated reading failure rates greater than one reading failure in twenty tickets scanned and attributable to the density or configuration of the bar codes are not acceptable. Where such rates of reading failure occur, the Contractor must take corrective action to enhance the bar code symbology to an acceptable level immediately following notification of the problem.

The bar code symbols shall conform to the American National Standard for Materials Handling -Bar Code Symbols on Unit Loads and Transport Packages (ANSI MH10.8M-1983) for 3 of 9 bar code (Code 39).

The minimum bar code height shall be 6.4 mm or 15 percent of the bar code length, whichever is greater.

In addition to the bar code group information, each weigh ticket shall contain the following:

- | | |
|------------------------------------|------------------------------------|
| a) licence plate number of unit(s) | f) source of material |
| b) time and date of transaction | g) gross weight |
| c) Truck Owner | h) overload notation |
| d) contract number | i) running total of each material |
| e) type of material | j) a place for the checker to sign |

For each contract, the following reports shall be produced daily:

- truck register, including allowable gross weight for all vehicles;
- truck tare report for all vehicles, including old and new tares, and time recorded;
- summaries for each type of material;
- summaries for all cancelled loads.

The above reports shall be available for Owner pick-up at the end of daily operations or before start-up the following day.

A sample weigh ticket from each source must be supplied to the Owner two weeks prior to delivery of the material.

ADMINISTRATION OF AGGREGATE SOURCES INCLUDING EARTH BORROW AND ROCK SUPPLY SOURCES AND HIGHWAY RIGHT-OF-WAY AGGREGATE PRODUCTION

Special Provision No. 199S38M

March 2017

Permits and Approvals for Pit and Quarry Operations, Haul Road Maintenance and Repair and Surplus Crushed Material

1.0 Pit and Quarry Operations

Commercial Sources

The operation of commercial sources is excluded from this section of this Special Provision.

A commercial source (pit, quarry, or both) means a place where aggregate or a product containing aggregate is made available for sale. Commercial sources include:

- a) a licensed source; or
- b) a private source on Crown land, under an Aggregate Permit; or
- c) an established private source on private land, subject to compliance with municipal by-laws and zoning, including a legal non-conforming use, in an area of the province not designated by the Aggregate Resources Act (ARA); or
- d) established private sources in unorganized territory.

For information regarding commercial sources, Contractors may refer to the following sources of information:

- a) Commercial Aggregate and Membership Directory, available through the Ontario Stone, Sand & Gravel Association (OSSGA);
- b) Aggregate License/Permit List, available through the Ministry of Natural Resources and Forestry (MNRF); and
- c) Aggregate Resources Inventory Papers (ARIPs), available through the Ministry of Northern Development and Mines (MNDM).

Non-Commercial Sources

A non-commercial source is an MTO Aggregate Permit source or a temporary pit, quarry, or both, opened and/or operated to only supply aggregates for ministry contracts.

The Contractor shall declare at the Contract pre-start meeting the aggregate sources which will be used for the Contract. Aggregate sources under permit to the ministry and listed on the Aggregate Sources List (ASL) that the Contractor has declared will be used for the Contract and will be available until the issuance of the Contract Completion Certificate. Within 10 Business Days after the pre-start meeting, the Contractor shall submit to the Contract Administrator form PH-CC-460 (Aggregate Source List Release Form) to release the ASL sources that the Contractor does not intend to use for the Contract. The Contract Administrator shall forward a copy of the release form to the Head, Regional Geotechnical Section.

After the Contract Completion Certificate is issued, the Contractor shall not be permitted access to ministry Aggregate Permit sources.

The operation of non-commercial sources supplying aggregates, including earth borrow and rock supply, shall be in accordance with the terms and conditions of either a Wayside Permit, Aggregate Permit or a Letter of Approval issued by the Ministry of Transportation, Ontario (MTO); or a Permit/Lease to Extract Aggregates from Indian Reserve Lands issued by the Department of Indigenous and Northern Affairs Canada (INAC).

If the Contractor elects to use a non-commercial source, the Contractor shall operate the source according to this Special Provision, the terms and conditions noted on the Permit/Letter of Approval, the site plan, and the Aggregate Source List (ASL), if applicable. Failure to operate a non-commercial source according to these requirements will result in the immediate suspension of the Permit/Letter of Approval.

The application for, and operation of Wayside Permit or Aggregate Permit sources, shall be according to the Aggregate Resources Act (ARA), RSO. 1990, c. A.8 as amended and the Aggregate Resources of Ontario Provincial Standards (AROPS).

The Contractor shall submit form PH-D-046 (Pit and Quarry After Use Report) to the Contract Administrator each year by December 31. The report shall summarize the total aggregate material tonnage removed from each aggregate source under permit to the ministry. Aggregate material quantities in cubic metres shall be converted to tonnage using a conversion factor of 1.8 tonnes / cubic metre.

Highway Right-of-Way Aggregate Production

Excavation and associated processing of earth or rock materials within the highway right-of-way limits is not considered a pit or quarry operation under the ARA if the materials are extracted for aggregate production in conjunction with a provincial highway construction or maintenance project.

Rock material from MTO aggregate sources from outside of the highway right-of-way limits, for the Rock Supply item, shall only be used for granular production or rock embankment construction on this Contract in order to comply with the ARA.

Wayside Permit Application

The Contractor shall submit the application in accordance with the requirements of the ARA to the appropriate Regional Geotechnical Section Head with a copy of the application to the Contract Administrator. A landowner agreement certifying property ownership, permission to extract and rehabilitate the site must be included with the application package. A current Transfer-Deed of Land from the appropriate Land Registry Office must also be submitted with the application.

The Contractor is required to pay all permit fees, excluding the rehabilitation security fee, to The Ontario Aggregate Resources Corporation (TOARC).

Aggregate Permit Application

For sources shown on the ASL as "MTO", an Aggregate Permit has already been issued to MTO. Unless otherwise specified on the ASL, site plans showing rehabilitation requirements and other operational conditions are available to bidders for viewing by appointment at the appropriate Regional Geotechnical Section. Proposed deviation from the site plan or operational conditions must be approved in advance in writing by the Regional Geotechnical Section Head through a site plan amendment.

For sources shown on the ASL as "Crown", the Contractor shall prepare an application according to the requirements of the AROPS and submit the application to the appropriate Regional Geotechnical Section Head with a copy of the application to the Contract Administrator. When application is made for a source shown on the ASL as "Crown" which was previously under an MTO Aggregate Permit, the whole of the previous permit area shall be applied for, unless otherwise noted on the ASL.

For sources under Aggregate Permit to MTO, the Contractor is exempt from payment of all fees and royalties to TOARC. If an Aggregate Permit is issued in the name of the Contractor, payments of the application fee and any applicable annual fees to TOARC shall be the responsibility of the Contractor; however, the Contractor will be exempt from the payment of royalties.

If trees need to be cut within the permit boundary, either a Forest Resource Licence or a Fuel Wood Permit issued by MNRF is required prior to harvesting the trees. The Contractor must contact the applicable MNRF district office to determine what licensing or permitting arrangement is appropriate and what requirements must be met before the trees can be cut. All costs related to the scaling, cutting, and removal of the trees, and the destruction of areas where silvicultural treatments (e.g. site preparation, tree planting, tending) have occurred shall be borne by the Contractor.

Letter of Approval Application

For non-commercial pit and quarry sources on private land outside the areas designated by the ARA, the Contractor must obtain a Letter of Approval from the appropriate Regional Geotechnical Section Head.

The Contractor shall submit an application to the appropriate Regional Geotechnical Section Head with a copy to the Contract Administrator. Additional conditions may be added to the Letter of Approval and/or the site plan by the Regional Geotechnical Section. The application shall contain the following:

- a) A written agreement with the landowner permitting entry, occupation, extraction, and detailing rehabilitation measures.
- b) A site plan showing the following information:
 - i. location of the site;
 - ii. existing conditions, including topography and land use on the site, and the area to be excavated including dimensions;
 - iii. location and dimensions and use of any buildings or other structures, existing or proposed, on the site and/or within 120 m of the site;
 - iv. method and sequence of the extraction operation;
 - v. proposed rehabilitation;
 - vi. existing and proposed drainage and points of discharge to surface water;
 - vii. location and size of existing and proposed stockpiles of overburden and soil and location and size of proposed aggregate stockpile areas;
 - viii. location and type of fences, barriers and signs;
 - ix. all existing and proposed entrances and exits at the site;
 - x. location of the excavation setback limits; and
 - xi. the approximate scale (either 1 cm = 10 m or 1 cm = 20 m).
- c) For aggregate sources not shown on the ASL within a municipality or unorganized territory, the Contractor shall obtain in writing, the comments of the local municipal council or planning board or the Municipal Services Office, Ministry of Municipal Affairs and Housing (MMAH), as appropriate, and the applicable district/area offices of MNRF, MNDM, and Ministry of Culture regarding potential use of the source.

The Contractor shall abide by the excavation setbacks imposed by municipalities or other controlling agencies. In the absence of such control, the following shall apply:

- a) 15 m from the boundary of a site;
- b) 30 m from any body of water, that is not the result of extraction below the water table;
- c) 30 m from any part of the boundary of the site that abuts a highway; and
- d) 30 m from land in use for residential purposes.

Rehabilitation measures shall be according to the following requirements:

- a) Any topsoil or overburden that is stripped in the operation of any pit or quarry shall be stored on the site in separate stockpiles or earth berms with stable slopes.
- b) All excess material resulting from the Contractor's operation of the pit or quarry shall be managed as specified in the Contract Documents.
- c) The Contractor shall ensure that all scrap collected on the site will be stored further than 30 m from the boundary of the site, and all scrap shall be removed from the site at or before the completion of the contract.
- d) Scrap shall include refuse, debris, scrap metal or lumber, discarded machinery, equipment, and motor vehicles.
- e) Pits and quarries shall be worked to lines and grades specified on the site plan so as to provide slightly contours and proper drainage. After the final rehabilitation, the slopes of any pit face shall be at least three horizontal metres for every vertical metre where practical. The slopes of any quarry face shall be at least two horizontal metres for every vertical metre where practical. Despite this minimum standard, in some situations, it may be appropriate to retain sheer quarry walls or a series of benches in part of the rehabilitation scheme, thereby creating a more natural escarpment topography and encouraging greater plant and animal diversity.
- f) The topsoil or overburden stockpiled from the pit or quarry operations shall be spread uniformly over the trimmed and graded surfaces, which shall then be seeded and/or planted as specified on the site plan to prevent erosion. In non-depleted pits and quarries, the Contractor shall not be required to place topsoil or seed in areas that, in the opinion of the Regional Geotechnical Section Head, may remain open for future pit operations. The Regional Geotechnical Section Head will consult with the Contract Administrator prior to making this determination.

Permit/Lease to Extract Aggregates from Indian Reserve Lands Application

In order to remove aggregate, earth or rock borrow from Indian Reserve Lands, the Contractor must submit an application to INAC to obtain a Permit/Lease to Extract Aggregates from Indian Reserve Lands.

Application Review and Approval

For sources shown on the ASL, approval will be granted provided that the Contractor abides by the terms and conditions of this Contract, the appropriate application process is completed, and the issuance of the approval is in accordance with the appropriate legislative requirements.

For sources not shown on the ASL or for sources shown on the ASL but with no guarantee of permit issuance, the Contractor cannot assume that a Wayside Permit, an Aggregate Permit, a Letter of Approval or a Permit/Lease to Extract Aggregates from Indian Reserve Lands will be issued.

For sources shown on the ASL requiring a Wayside Permit or as "Crown", the Contractor shall submit to the appropriate Regional Geotechnical Section Head an application, completed in accordance with the requirements of AROPS for a Wayside Permit or for an Aggregate Permit for a "Crown" source. MTO will determine if the application is complete within 20 Days for a Wayside Permit and within 15 Days for an Aggregate Permit. Once the application is determined to be complete, the Contractor shall proceed to complete the required Notification and Consultation Standards as per AROPS within 20 Days. Once the Contractor has completed the requirements under the Notification and Consultation Standards, MTO will process the application within 20 Days. The permit will be issued if all requirements are met. The Wayside Permit will be issued in the name of the Contractor. The Aggregate Permit will be issued in the name of MTO, or in some cases may be issued to the Contractor for the duration of the Contract only.

For sources shown on the ASL requiring a Letter of Approval or a Permit/Lease to Extract Aggregates from Indian Reserve Lands, the Contractor shall submit an application completed in accordance with the requirements of relevant legislation and this special provision. The application will be processed by MTO within 20 Days for a Letter of Approval and within 25 Days by INAC for a Permit/Lease to Extract Aggregate from Indian Reserve Lands. If all requirements are met, the Letter of Approval or the Permit/Lease to Extract Aggregate from Indian Reserve Lands will be issued in the name of the Contractor.

For any wayside source proposed within the Town of Caledon and not shown on the ASL, the Contractor is required to host a public open house.

For sources not shown on the ASL, but requiring a permit, approval or lease for this contract, the same application and approval process shall apply as for sources shown on the ASL.

Re-submission of an application shall require the same time period for decision as the original application.

2.0 Haul Road Maintenance and Repair

Haul road maintenance and repair activities shall apply to the public road, as defined by the Public Transportation and Highway Improvement Act, including a First Nation road, but not to Crown land access roads and haul roads used for the disposal of waste/surplus materials. For the purposes of this Special Provision, the road is deemed to be from the source entrance at the public roadway to the nearest provincial highway, regional, or county road.

MTO will pay for haul road damage to public roads caused by Contractors hauling aggregates for MTO capital construction and maintenance work from:

- a) Commercial aggregate and borrow sources in non-designated areas under the ARA;
- b) Wayside Permit sources in designated areas;

- c) Letter of Approval sources in non-designated areas;
- d) Aggregate Permit sources held by MTO on Crown land;
- e) Aggregate Permit sources held privately on Crown land; and
- f) Indian Reserve Land sources.

MTO will not pay for haul road damage to public roads caused by Contractors hauling aggregates for MTO capital construction and maintenance work from:

- a) Commercial Class A and Class B licensed sources in designated areas;
- b) Roads used for the disposal of waste/surplus materials; and
- c) Crown land access roads.

For Class A or Class B licensed sources in designated areas under the ARA, the Contractor is responsible for using roads suitable for haulage of materials. The Contractor is responsible for the construction and/or maintenance of Crown land access roads and roads used for haulage of waste/surplus materials.

Inspection of haul roads, where MTO will pay for haul road maintenance and repair, shall be undertaken prior to construction use jointly by the Contract Administrator, Contractor, and Local Municipal Official (Road Superintendent). Inspection of gravel surface haul roads shall be conducted according to the Manual for Condition Rating of Gravel Surface Roads (MTO, 1983, SP-025). Inspection of surface-treated haul roads shall be conducted according to the Manual for Condition Rating of Surface-treated Pavements (MTO, 1989, SP-021). Inspection of hot mix haul roads shall be conducted according to the Manual for Condition Rating of Flexible Pavements (MTO, 1989, SP-024).

Where improvements to the road are deemed necessary by the Contract Administrator, such improvements shall be limited to reducing maintenance demands and ensuring safe passage of traffic. It excludes significant improvements to ditches and geometrics of the road. The Contractor shall adhere to load limits on existing structures and/or public roads.

The Contract Administrator will assess the condition of the haul road during hauling operations and administer the maintenance required to preserve the condition of the roadway surface. When aggregate or borrow is being hauled and where the haul roads are damaged due to the hauling operations, the Contractor shall, when directed by the Contract Administrator, place such material and perform such work on the haul road as is required to provide safe passage and control of traffic. The Contractor shall, on completion of the hauling operations, place such material and perform such work as ordered by the Contract Administrator to repair the haul road to its pre-contract condition and to the satisfaction of the Contract Administrator and the Local Municipal Official.

Haul road maintenance and repair shall be administered as a Change in the Work.

3.0 Surplus Crushed Granular Materials

MTO's obligation to purchase and compensate for surplus crushed granular materials production shall not apply to materials from a commercial source including Crown land sources owned by others, or a licensed source. MTO's obligation to purchase and compensate for surplus crushed granular materials production shall not apply to:

- a) Surplus crushed granular material for use in hot mix;
- b) Tender items that require aggregate stockpiling only;
- c) Tender items that include a 7 or 10 year pavement performance warranty; and
- d) Aggregate materials produced from within the highway right-of-way limits.

Where the Contractor produces surplus crushed granular material from Crown lands for use in hot mix, all excess shall be neatly piled by the Contractor and shall remain the property of MTO.

MTO will not provide the Contractor compensation for production costs of excess crushed granular material in amounts greater than the guaranteed surplus quantity specified in the Guaranteed Surplus Quantity subsection.

The quantity will be measured over scales where possible, otherwise by cross-section.

Where MTO requires the material to be relocated, it shall be administered as a Change in the Work.

Guaranteed Surplus Quantity

Guaranteed surplus quantity material is the amount of Granular A, M, O or B Type II produced by the Contractor in excess of what is required to do the Work. The guaranteed surplus quantity is calculated as follows:

$$\text{Guaranteed Surplus Quantity} = (1.10 \times \text{Estimated Quantity}) - \text{Actual Quantity}$$

Where:

Estimated Quantity = the total quantity specified in the contract for all uses of the material, subject to any written notice of change given before the excess material was produced, and;

Actual Quantity = the quantity actually required for the Work.

Surplus Crushed Granular Material from Private Lands and Indian Reserve Lands

Where the Contractor produces a surplus of crushed material from private lands (those where a Letter of Approval or Wayside Permit is issued) and Indian Reserve Lands, and the Contractor is unable to sell or, not permitted to sell the material to a third party, MTO will provide the Contractor compensation for production costs. Compensation will be paid to the maximum of the guaranteed surplus quantity as follows:

When the actual quantity is less than the estimated quantity:

- a) For that quantity representing the difference between the estimated quantity and the actual quantity, the purchase price for stockpile shall be \$5.67 per tonne for pit production and \$8.24 per tonne for quarry production. Transportation, if required, will be paid at a negotiated price.
- b) For the quantity representing the difference between the guaranteed surplus quantity and the amount calculated in a) above, the purchase price shall be \$4.93 per tonne for pit production and \$7.17 per tonne for quarry production.

When the actual quantity is greater than the estimated quantity, the purchase price of the guaranteed surplus quantity shall be \$4.93 per tonne for pit production and \$7.17 per tonne for quarry production. No payment will be made for the quantity of granular material that exceeds the guaranteed surplus quantity.

Surplus stockpiled material from a Wayside Permit source cannot be sold or removed. Surplus stockpiled material not removed under the authority of a Wayside Permit shall be buried on site.

Surplus Crushed Granular Material from MTO Aggregate Permit Sources on Crown Lands

Where the Contractor produces a surplus of crushed material from MTO Aggregate Permit sources on Crown lands, all excess shall be neatly piled by the Contractor and will remain the property of MTO, including any portions blended with material imported to the site by the Contractor. Surplus stockpiled material from an MTO Aggregate Permit source on Crown land cannot be sold or removed. MTO will compensate the Contractor for crushing and stockpiling the surplus quantity as specified in the Surplus Crushed Granular Material from Private Lands and Indian Reserve Lands subsection, subject to the restrictions set out in the Surplus Crushed Granular Materials section.

Where the Contractor imports materials to an MTO Aggregate Permit source on Crown land, the Contractor shall clean up and remove that material from the permit source by the date of issuance of the Contract Completion Certificate. However, if the imported material has been processed by blending with material extracted from the MTO Aggregate Permit Source, and the blended material is surplus as of the date of issuance of the Contract Completion Certificate, the blended material shall be neatly piled by the Contractor and will remain the property of MTO.

GENERAL REQUIREMENTS OF SAMPLES FOR QUALITY ASSURANCE, REFEREE AND OTHER TESTING BY THE OWNER OR THE OWNER'S AGENT

Special Provision No. 199F57

December 2017

Scope

This Special Provision covers the minimum requirements for the handling, identification, and delivery of samples to a laboratory for quality assurance, referee and other testing by the Owner or the Owner's agent.

Sampling and Identification

All samples shall be obtained and packaged by the Contractor, in the presence of the Contract Administrator or a designated representative. All samples shall be provided with a unique number by the Contract Administrator for identification purposes.

Sampling, handling, and storage of samples shall be as specified in the Contract Documents. Notwithstanding,

the Owner may take samples for its own purposes at any time from any location. The Contractor shall furnish all reasonable assistance to the Owner and shall require its Subcontractors and suppliers to do the same.

The Contractor shall supply sample containers and all relevant Material Safety Data Sheets or Safety Data Sheets. All containers used for samples of materials controlled under the Workplace Hazardous Materials Information System shall be appropriate for the materials and shall be labelled and accompanied with the relevant Material Safety Data Sheets or Safety Data Sheets.

The Contractor shall package all samples to minimize risk of damage or contamination during transport. Once packaging is complete, the Contractor shall inspect all samples and confirm each sample and packaging is acceptable to the Contract Administrator for delivery.

After inspecting and determining that each sample is acceptable for delivery, the Contractor shall enter the sample data information. Upon the Contractor submitting the sample data information, the Contractor accepts responsibility that the information entered is accurate.

The Contractor shall place bags or containers of samples into clear polyethylene security bags supplied by the Owner when instructed by the Contract Administrator. At this point, the Contract Administrator shall take possession of, and assume responsibility for the samples. The Contract Administrator or his representative may apply security seals.

The Contractor shall be responsible for all costs associated with obtaining new samples if the original samples did not conform to the sampling requirements (e.g. weight and size) and were deemed unsuitable for testing by the laboratory or the Owner.

Sample Delivery by the Contractor

The Contractor shall be responsible for the delivery of concrete cylinders for strength and grout cubes for strength determination, and bridge bearing pads, to the laboratory designated by the Owner. All other samples shall be delivered by the Contract Administrator.

Samples delivered by the Contractor shall be within the time limits and locations specified in the Contract Documents. The Contractor shall normally deliver samples during normal business hours. Normal business hours are deemed to be from 8:00 a.m. to 5:00 p.m., each Business Day. Where a sample has to be delivered outside these hours, the Contractor shall give the laboratory one full Business Day notice. If the time limits or locations or both for delivering samples are not specified in the Contract Documents, then the sample shall be delivered by the Contractor no later than [* Designer Fill-in - See Notes to Designer] Business Day(s) from the date of sampling to the regional quality assurance laboratory located within a [** Designer Fill-in - See Notes to Designer] km radius of the Contract limits.

For all samples delivered by the Contractor, the Contractor shall maintain a record of the date and time of delivery, and the printed name and signature of the authorized individual receiving the sample. The Contractor shall sign the laboratory's records to confirm the date and time of delivery.

The Contractor shall be responsible for all costs associated with obtaining new samples if the original samples delivered by the Contractor are lost or deemed unsuitable for testing by the laboratory or the Owner.

The regional quality assurance laboratory shall be designated by the Owner.

**CONNECTING LINK MILLING AND ASPHALT
RESURFACING**

THE TOWNSHIP OF MADAWASKA VALLEY

CONTRACT NO. MV 2026-06

SECTION "F"

SPECIAL PROVISIONS - ITEMS

Concrete Curb and Gutter - Item No. 3, 4

Non-Standard Special Provision

Scope

This specification covers the requirements for the installation of new concrete curb and gutter as per **OPSS 353** and **OPSD 600.030** and the inclusion of associated surrounding works to facilitate the replacement of the concrete curb and gutter.

Construction

The work shall include all labour, equipment, and materials necessary to place and restore the granulars and asphalt surrounding the curb and gutter to reinstate bring the placement of the curb and gutter back to the pre condition standards with regards to the replacement of asphalt and granular materials surrounding the concrete curb and gutter remove and dispose of the existing curb and gutter. Any asphalt or granular materials required to be removed, or that are removed by the contractor to facilitate the replacement of the curb and gutter, shall be reinstated to provincial standards.

Reinstatement requirements include:

- Supply, placement, and compaction of **Granular A** base to 98% SPMD as per **OPSS 314**.
- Supply and placement of hot mix asphalt to match existing depths as per **OPSS 310**.
- Sawcutting of existing asphalt to a neat line to ensure a proper vertical face for reinstatement.
- The contractor is responsible for protecting the new concrete from damage and ensuring the surrounding asphalt is free from concrete contamination.

Basis of Payment

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and material required to do the work. The unit price for this item shall include all costs associated with the removal and disposal of existing asphalt and granulars, as well as the full reinstatement of the pavement structure and granular base. No separate payment will be made for asphalt or granulars required to facilitate the curb and gutter replacement.

Preformed Red Thermoplastic for Crosswalks [Provisional] - Item No. 12

Non-Standard Special Provision

Scope

The contractor shall include the supply, equipment and labour to place and install preformed red thermoplastic at the existing crosswalk locations as specified elsewhere in the contract. Contractor to remove existing thermoplastic and debris in preparation of placement and apply sealer if required by manufacturer's specifications. The contractor is to use induction heating for application.

Thermoplastic Specifications

- Thermoplastic is to be supplied as preformed tiles
- Thermoplastic to be close in color to the supplied colored crosswalk concrete specified elsewhere.
- Thermoplastic is to be have a high skid resistance.
- Performed tiles to be a minimum of 12.5mm thickness.

Basis of Payment

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