

CONTRACT REVIEW CHECKLIST

Guidelines for Tenderers – This is NOT a contract document

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

Form of Tender – Part II of the Tender

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

Tender – General

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

CONTRACT REVIEW CHECKLIST

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

Tender – Deposit

16. Has the Tender deposit been included?
17. Is the Tender deposit for the correct amount?
18. If the Tender deposit is a cheque, has it been certified?
19.
20.
21. Is the envelope sealed?

CONTRACT DOCUMENTS

**Tender MV 2023-06
Hot Mix Paving**

Township of Madawaska Valley

**THE TOWNSHIP OF MADAWASKA
VALLEY**

**Hot Mix Paving
Wilno North Road**

CONTRACTOR	TENDER
	\$

CONTRACT # MV 2023-06

TOWNSHIP OF MADAWASKA VALLEY

CONTRACT NO. MV 2023-06 HOT MIX PAVING

SEALED TENDERS on forms supplied by the Municipality, will be received by the undersigned until 3:00 p.m. local time on:

June 1st, 2023

For Hot Mix Paving various locations.

Plans, Specifications, Tender forms and tender envelopes may be obtained from the office of the Township of Madawaska Valley.

A certified cheque not less than the amount specified in the Tender requirements must accompany each tender.

A public tender opening will be held at the Municipal Offices on June 1st, 2023 at 3.15 p.m. local time. Please note Covid restrictions to apply.

The lowest or any tender will not necessarily be accepted.

For further information please contact:

Mr. Hilary Kutchkoskie, Operations Manager
756-2747 Ext 215 Cell # 633-6164

Mr. Mike Phillips, Operations Supervisor
Cell 613-639-5313

Township of Madawaska Valley

PO Box 1000, 85 Bay Street

Barry's Bay, Ontario K0J 1B0

Telephone: (613) 756-2747

Fax: 613-756-0553

E-mail: hkutchkoskie@madawaskavalley.ca

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SECTION A
TENDER

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PART I TENDER CALL

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

Contract Number **MV 2023-06**

Described as **Hot Mix Paving**
 Wilno North Road

Tenders shall be addressed to:

**Corporation of the Township of Madawaska Valley
P.O. Box 1000, 85 Bay Street
Barry's Bay, Ontario
K0J 1B0**

c/o Mr. Hilary Kutchkoskie, Operations Manager

(Hereinafter the Corporation)

Tenders shall be received until 3:00 p.m. Local Time June 1st, 2023, at the address given above.

Tenders received by the time, date and at the location specified above shall be opened and read in public at 3:15 pm June 1st, 2023. Public reading of a Tender does not imply any decision by the Corporation on whether a Tender is or is not irregular.

PART II **TENDER CONDITIONS**

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

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

TC-2 **Tender Deposit**

- 2.1 The Tender must be accompanied by a certified cheque in the amount of 10% of the total tender amount made payable to the Owner and must be enclosed in the same envelope as the Tender. A Bid Bond will not be accepted.
- 2.2 The Corporation shall not pay interest on Tender deposits
- 2.3 The Corporation shall retain the Tender deposit of the two lowest bidders until:
 - (a) The successful Tenderer has executed the Form of Agreement in accordance with Tender, and
 - (b) The successful Tenderer has completed all works in accordance with the contract

2.1 The Corporation shall return the deposit of unsuccessful Tenderers.

TC-3 Agreement to Bond

TC-4 Addenda

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

TC-5 Irregular Tenders

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

TC-6 Unbalanced Tenders

6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The Corporation shall have the right to:

- (a) Deem a Tender to be unbalanced; and
- (b) Reject a Tender that it deems to be unbalanced.

TC-7 Collusion

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

- (a) Ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender; and

- (b) Prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 **Right to Accept or Reject Tenders**

8.1 Notwithstanding any other provision in this Contract, the Corporation shall have the right to:

- (a) Accept any Tender;
- (b) Reject any Tender; and
- (c) Reject all Tenders.

8.2 Without limiting the generality of Section TC-9.1 the Corporation shall have the right to:

- (a) Accept an irregular Tender;
- (b) Accept a Tender which is not the lowest Tender, and
- (c) Reject a Tender even if it is the only Tender received by the Corporation.

8.3 Acceptance of the Tender shall occur at the time the Corporation awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 **Contract Documents**

9.1 The Contractor shall obtain and review all Contract Documents listed in the form of Tender, and all addenda issued by the Corporation pertaining to the contract.

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

10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Corporation at the address specified in Part I of the Tender.

10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 **Irrevocability of Offer**

11.1 The Tender shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Corporation.

11.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the Corporation from pursuing any other legal remedy which it may have.

TC-12 Successful Tenderer - Bonds

12.1 The successful Tenderer and its surety shall provide:

- (a)
- (b)

12.1

12.2

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

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

TC-14 Successful Tenderer - Execution of Form of Agreement

14.1 The successful Tenderer shall execute, in triplicate, the Form of Agreement provided in the Contract Documents.

14.2 The successful Tenderer shall forward the executed Form of Agreement to the Corporation.

TC-15 Successful Tenderer - Insurance

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

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

TWO MILLION DOLLARS-----(\$2,000,000.00)

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

The Corporation:

The Corporation of the Township of Madawaska Valley
P.O. Box 1000, 85 Bay Street
Barry's Bay, Ontario
K0J 1B0

TC-16 **Successful Tenderer - Time for Completion**

- 16.1 The successful Tenderer shall **complete the work not later than September 23, 2023** and this shall be the time allowed for completion of the work.

TC-17 **Successful Tenderer - Liquidated Damages**

- 17.1 If the Contractor is obliged to pay liquidated damages pursuant to the Supplemental General Conditions, the liquidated damages shall be in the amount of Two Hundred Dollars (\$200.00) per day.

TC-18 **Successful Tenderer - Submission of Documentation**

- 18.1 The successful Tenderer shall submit the documentation required by Section TC-12, TC-13 and TC-14, within seven working days of the day the Corporation notifies the successful Tenderer that the documentation should be sent to the Corporation.
- 18.2 If the successful Tenderer fails to comply with Section TC-18.1 the Corporation may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Corporation.

TC-19 **Successful Tenderer - Commencement of the Work**

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

PART III **FORM OF TENDER**

Tender by:

NAME OF TENDERER

ADDRESS OF TENDERER PHONE & E-MAIL

After this called the Tenderer.

FT-1 **Contract Documents**

1.1 The Contract Documents for Contract Number **MV 2023-06** are:

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

- (b) Form of Agreement

- (c) General Conditions - Ontario Provincial Standard - General Conditions, Sept. 1999

- (d) Supplementary General Conditions

- (e) Special Provisions - General

- (f) Standard Specifications

- (g) Special Provisions - Items

- (h) Labour Conditions and Minimum Truck Haul Rates

- (i) Sketches and Drawings

- (j) All Addenda issued pertaining to the Contract.

FT-2 **Tenderer's Declarations**

- 2.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of tendering.
- 2.4 The Tenderer declares that all information, which it has provided or will provide to the Corporation, is true.

FT-3 **Tenderer's Offer**

- 3.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.
- 3.3 The Tenderer's total Tender price, based on the estimated quantities in the Schedule of Prices, is:

DOLLARS

(\$ _____).

FT-4 **Schedule of Prices**

- 4.1 The Schedule of Prices attached is Section FT-4.2 of the Tender and is composed of page A-9.

TENDER

A-11

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Total of Above:

\$ _____

HST:

\$ _____

TOTAL TENDER AMOUNT:

\$ _____

This offer is made this _____ day of _____, 2023.

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

Signature of Tenderer

Note: The Township reserves the right to reject any of the above items to the successful bid. The companies Health and Safety Policy shall be included.

FAIRNESS IS A TWO-WAY STREET

Italicized terms have the same meaning as in Article 1.0 of the tender document,

I/we certify that neither the Bidder nor any proposed sub-contractor is *a person who is resident in a Designated Jurisdiction* in accordance with the criteria set out in Article 1.0, in particular 1.3 of the tender document.

Witness or Seal

Authorized Signing Officer

MV 2023-06**FT-5 Agreement to Bond****FT-6 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.		

(Tenderer's Initials)

SECTION B

FORM OF AGREEMENT

This Form of Agreement witnesses that a Contract was made as of the day of _____, **2023**

BETWEEN:

(Address)

(After this called the "Contractor")

AND:

**The Municipal Corporation of the Township of Madawaska Valley
P.O. Box 1000
Barry's Bay, Ontario
K0J 1B0**

(after this called the "Corporation")

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

FA-1 The Contractor shall perform the following work:

Contract Number **MV 2023-06**

Described as **Hot Mix Paving**

Township of Madawaska Valley

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

Addendum No. _____ Dated _____, 2023.

Addendum No. _____ Dated _____, 2023.

Addendum No. _____ Dated _____, 2023.

Addendum No. _____ Dated _____, 2023.

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

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

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

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

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

CONTRACTOR

Municipal Corporation of the Township of
Madawaska Valley

Mayor

CAO/Clerk

SECTION C

**SUPPLEMENTAL
GENERAL CONDITIONS**

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SECTION GC 1.0 INTERPRETATION

GC 1.02 Abbreviations

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

ACI - American Concrete Institute
OHBDG - Ontario Highway Bridge Design Code. Latest revision and amendments thereto.
OTM - Ontario Traffic Manual

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 Reeve and Clerk of the Municipality.

Corporation: The Municipal Corporation of the Township of Madawaska Valley.

Municipality: The Municipal Corporation of the Township of Madawaska Valley.

Council: The Council of the Township of Madawaska Valley.

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.

SECTION GC 2.0 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 3.0 ADMINISTRATION OF THE CONTRACT

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:

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

Subsection GC 3.14.04.02 and GC 3.14.05 and Section GC 3.15 are deleted in their entirety.

SECTION GC 4.0 OWNER'S RESPONSIBILITIES AND RIGHTS

Section GC 4.0 Owners Responsibilities and Rights is hereby amended as follows:

Subsection GC 4.01.02 is hereby deleted and replaced with the following:

- .04 The Contractor shall not designate areas within the limits of the work or the road allowance for storage of its equipment and materials or the erection of offices or sheds or both without the prior approval of the Contract Administrator. Neither equipment nor materials shall be stored within 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 can not close any road without the approval of the Municipal Engineer.

The Corporation shall be responsible for informing police, fire and public transportation departments of any work which will cause disruption in routes or schedules 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 OTM.

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:
- (a) If the Contractor should be adjudged as bankrupt, or
 - (b) If the Contractor should make a general assignment for the benefit of the Contractor's creditors, or
 - (c) If a receiver should be appointed on account of the Contractor's insolvency, or
 - (d) If the Contractor should take the benefit of any Act relating to insolvent debtors, or
 - (e) If a winding up order be made against the Contractor,
 - (f) If the Contractor should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days notice in writing from the Corporation to so do, or

- (g) If the Contractor should fail to make prompt payment to subcontractors and suppliers, or
- (h) If the Contractor should persistently disregard laws, ordinances or the instructions of the Corporation, or
- (i) If the Contractor should otherwise be guilty of substantial violation of the provisions of the Contract.

Subsection GC 4.11 is hereby extended with the addition of the following:

- .02 Should the Corporation terminate the employment of the Contractor, as provided in Subsection GC 4.09 the Corporation 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 or 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 5.0 MATERIALS

Section GC 5.0 - 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 6.0 INSURANCE, PROTECTION AND DAMAGE**Section GC 6.0 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 Municipality.

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 until the Contractor has provided the Corporation with a valid Certificate of Insurance as required by this section.

.10 Blasting Endorsement

If the Contractor is to engage in blasting operations, it shall ensure that it obtains an endorsement to its general liability insurance which overrides the blasting exclusion in

that general liability insurance so that the Contractor is insured for its blasting operations until the date of acceptance of the entire work by the Municipal Engineer.

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

Section GC 7.0 - Contractor's Responsibilities and Control of the Work is hereby 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:

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

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

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

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

Subsection GC 7.06 is revised as follows:

In paragraph .01 "MUTCD" is changed to "OTM".

Subsection GC 7.11 is extended with the inclusion of the following:**.03 Inquiries from Householders**

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 7.0 - 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 Municipality Engineer to work at night; or
 - (b) if the Municipal Engineer directs the Contractor to work at night.

- .02 The term "night" shall be defined as any time between the hours of 7:00 p.m. and 7:00 a.m. for the purposes of the Contract. The Contractor shall not make any claim for extra compensation for work done at night.
- .03 The Contractor shall, as far as is practicable, refrain from working on a day which is not a working day. If the Contractor intends to work on a day which is not a working day the Contractor shall give the Contract Administrator written notice of this intension at least four (4) working days before that day. The notice shall state the date and place of the work to be done.
- .04 If the Contractor fails to notify the Contract Administrator as set out in this section, this failure shall be deemed to be notice that no work requiring the presence of any representative of the Corporation is to be done on that day. The Contractor shall not make any claim for extra compensation for work done on a day which is not a working day.

SECTION GC 8.0 MEASUREMENT AND PAYMENT

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.

SECTION D

SPECIAL PROVISIONS GENERAL

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D-100-001**MAINTENANCE OF TRAFFIC FLOW**April 2023

During construction of the project, the Contractor will be required to maintain a flow of vehicular and pedestrian traffic through the site. The Contractor shall mark the edges of any on site detour with flashing delineator and/or temporary New Jersey Style Barriers so as to ensure the safe passage of traffic through the site to the satisfaction of the Contract Administrator.

During working hours the Contractor must maintain a minimum of one lane of traffic. Two lanes of traffic must be in use when the Contractor is not on site. If, during working hours, the traffic is reduced to one lane, then the Contractor must have flag-people at either end of the lane, to control its use.

D-100-002**IDENTIFICATION OF LOCAL MOE OFFICE**April 2023

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

Ministry of the Environment
Ottawa District Office
2435 Holly Lane
Ottawa, Ontario
K1V 7P2

Telephone: (613) 521-3450

Attn: S. Burns, District Manager

D-100-003**DUST SUPPRESSION**April 2023

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

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

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

D-100-008**BILL 17, FAIRNESS IS A TWO-WAY STREET ACT
(CONSTRUCTION LABOUR MOBILITY)**April 2023

1.0 FAIRNESS IS A TWO-WAY STREET

1.1 In this Article 1.0,

- (a) "Construction" includes all work in or about:
 - (i) constructing, altering, decorating, repairing, demolishing, erecting or remodelling the whole or any part of a building or structure;
 - (ii) laying pipe and conduit above or below ground level;
 - (iii) excavating, tunnelling, fencing, grading, paving, land clearing and bridging;
 - (iv) building a highway, as defined in section 1 of the *Highway Traffic Act*;
 - (v) carrying out other activities prescribed by the Minister of Labour under the *Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999* for inclusion in the definition of Construction; and
 - (vi) Providing consulting services, including architectural or engineering services, with respect to the matters set out in clauses (i) to (v).
- (b) "Contractor" means a person that enters into a contract for Construction and includes any sub-contractor;
- (c) "Controlled" has the same meaning as in subsection 1(5) of the *Business Corporations Act*;
- (d) "Designated Jurisdiction" means a province or territory of Canada prescribed by the Lieutenant Governor in Council as a designated jurisdiction under the *Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999*;

- (e) “Person who is resident in a Designated Jurisdiction” means:
 - (i) in the case of an individual or a sole proprietor, a person who is ordinarily resident in that jurisdiction;
 - (ii) in the case of a corporation,
 - (a) a person whose head office or registered office is located in that jurisdiction; or
 - (b) a person controlled directly or indirectly by a person described in subclause (a);
 - (iii) in the case of a partnership, a partnership that includes at least one partner who is resident in that jurisdiction under clause (i) or (ii).
- 1.2 No ministries, municipalities, agencies/boards or commissions prescribed by the Minister of Labour under the *Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999* or other bodies as set out in the Schedule to the Pay Equity Act, shall award a Construction contract to a Contractor who is a person resident in a Designated Jurisdiction. Such a person is not eligible and will be disqualified from this tender.
- 1.3 All Bidders are required to provide the following information in respect of themselves and any sub-contractors:
- (a) in the case of an individual or sole proprietor, whether he/she is ordinarily resident within a Designated Jurisdiction;
 - (b) in the case of a corporation, whether the corporation’s head office or registered office(s) is/are in a Designated Jurisdiction or whether any person who controls the corporation is a person who is ordinarily resident in a Designated Jurisdiction;
 - (c) in the case of a partnership, whether the partnership includes one partner who is resident in a Designated Jurisdiction under clause (a) or (b) above; and
 - (d) Whether any exemptions prescribed under the Act are applicable.
- 1.4 In any Construction contract awarded under this tender, if any, the Contractor will be required to:
- (a) represent and warrant that neither the Contractor nor any subcontractors are persons who are resident in a Designated Jurisdiction;
 - (b) acknowledge that any sub-contracts not identified in the bid following the award of the contract will be subject to the approval of the Owner;

- (c) Acknowledge that any material misrepresentation or breach of clause (a) will be grounds for termination of the contract.

D-100-009

ONTARIO PROVINCIAL STANDARDS

April 2023

The OPSS Manuals, the Standards applicable to this Contract are listed in the schedule of Provisions, Plans, Standard Drawings, Specifications and General Conditions.

In case of discrepancy between OPSS and the other conditions specified the most stringent requirements shall apply as determined by the Engineer.

The word “Ministry” shall be considered “Owner” for purpose of Special Provisions General. The reference to “Contract Administrator” shall be read as reference to “Engineer”.

D-100-011

OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

April 2023

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

The Contractor is advised that the Designated Substances silica (Ontario Regulation Number 521/92), lead (519/92) and arsenic (508/92) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting and abrasive blasting.

D-100-017

SCHEDULING OF WORKS

April 2023

The actual commencement date will depend on the availability of inspection staff and the progress of the Corporation's other works. As the above date approaches, the Contractor will be contacted to advise of any changes in the above date and to agree upon a mutually acceptable

commencement date. When the actual commencement date is known, a commence work order will be issued in accordance with the terms of the contract.

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

SECTION E

**STANDARD SPECIFICATIONS
AND DRAWINGS**

SS-1 Standard Drawings

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

<u>OPSD</u>	<u>DATE</u>	<u>OPSD</u>	<u>DATE</u>
210.01 (Type 1)	1990 04 02	507.010	2001 11
201.02 (Type 1)	1990 04 02		

SS-2 Standard Specification

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

<u>OPSS</u>	<u>LATEST VERSION</u>	<u>OPSS</u>	<u>LATEST VERSION</u>
310	Nov 2002	1010	Nov 2003
314	Dec 1993		

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

SECTION F
SPECIAL PROVISIONS

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Amendments to OPSS 310, OPSS 1101 and OPSS 1150

OPSS 310, March 1993, OPSS 1101, October 1989 and OPSS 1150, May 1994 shall apply except as may be amended and extended herein.

310.05.01 Asphaltic Concrete

Performance Graded Hot Mix shall conform to OPSS 1150 except as follows:

1150.04.01.02 Contractor Mix Design

Mix design submissions shall conform to OPSS 1150.04.01.02, except as follows:

Mix designs shall be submitted in writing on a per job basis to the Township of Madawaska Valley, Operations Department, 85 Bay Street, Barry's Bay, Ontario, at least five days before the start of paving operations. Any changes to the submitted mix design must be submitted in writing prior to proceeding with paving using the new mix design.

1150.05.01.01 Asphalt Cement

Clause 1150.05.01.01 of OPSS 1150 is amended in that the asphalt cement shall conform to OPSS 1101 except as follows:

Subsections 1101.05.01 and 1101.05.02 of OPSS 1101 are deleted and replaced by the following:

1101.05.01 General Requirements

Asphalt Binder (cement) used in the Performance Based Hot Mix shall be engineered or polymer modified conforming to the "Standard Specification for Performance Graded Asphalt Binder", AASHTO Designation MP1.

Mixing and compaction temperature shall conform to the manufacturer's requirements. These shall be supplied by the Contractor with the mix design. When polymer modified asphalt cement is used, it shall be obtained from approved sources listed on DSM#3.05.20 of the current Ontario Ministry of Transportation (MTO) Designated Sources for Materials.

1101.05.02 Physical Requirements

Asphalt Binder (cement) shall comply with all the physical requirements listed in Table 1 of AASHTO MP1 for the PG 58-34 grade.

1150.05.01.02 Aggregates

Clause 1150.05.01.02 of OPSS 1150 is amended by the addition of the following:

All sources on the Ministry of Transportation - Ontario (MTO) Aggregate Sources List requiring an anti-stripping additive are so identified.

The need for and amount of anti-stripping additive required shall be determined during the mix design.

The need and amount of anti-stripping additive required shall not necessarily be consistent with any previous determination made with respect to the same or any other aggregate source.

The anti-stripping additive shall be hydrated lime $[Ca(OH)_2]$ with a minimum dosage requirement of 1% by mass of the total dry aggregate or liquid anti-stripping additive mixed with the asphalt cement. If a liquid anti-stripping agent is used, the mixed additive and asphalt cement must meet the required Performance Grade.

When hydrated lime is used, it shall be homogeneously mixed with the aggregate a minimum of 4 hours subsequent to the aggregate entering the asphalt plant.

1150.07.01.02 Asphalt Cement

Subsection 1150.07.01.02 is deleted and replaced by the following:

The asphalt cement content of the mixture shall meet the following requirements:

HOT MIX TYPE	% ASPHALT CEMENT CONTENT (minimum by mass of mixture)
HL 1, HL 3, HL 4, HL 8	5.0
HL 3A	5.5

1150.07.03 Physical Requirements for the Mixture

Pursuant to Subsection 1150.07.03 of OPSS 1150, the physical requirements for the surface course and binder course paving mixtures shall be based on an AADT for 2 lanes greater than 5000.

Hot Mix Containing Reclaimed Asphalt Pavement

310.05.02 Reclaimed Asphalt Pavement

Subsection 310.05.02 of OPSS 310 is deleted and replaced by the following:

The option to use reclaimed asphalt pavement is deleted.

310.07.04 Option to Use Reclaimed Asphalt Pavement, RAP, in HL 4 and HL 8 Binder Course Mix

Subsection 310.07.04 of OPSS 310 is deleted.

Slag Prohibition

310.05 Materials

Section 310.05 of OPSS 310 is amended by the addition of the following:

Steel slag and blast furnace slag coarse and fine aggregates shall not be used.

Acceptance of Pavement Compaction

TOLERANCE LIMITS FOR PAVEMENT COMPACTION

MIX TYPE	LL	UL
HL 1, HL 2, HL 3, HL 3A, HL 4, HL 8, MDBC, RHM, Hot In-Place Recycled Mix and Hot In-Place Recycled Mix with Integral Overlay	91.5%	97.0%
Heavy Duty Binder Course	90.5%	97.0%
Dense Friction Course	89.5%	98.0%

Testing Frequency and Sampling

A minimum of one sample of asphalt binder shall be taken at the hot mix producer's plant, during production, from an in-line sampler, after any addition of anti-stripping additives. The sample size shall be a minimum of three (3) litres, split equally into three (3) containers. The supplier's representative shall initial the sample label, confirming that the sample was taken from the material being placed at the contract location. The sampling shall be supervised by personnel from the Materials Test Laboratory. The sample shall be transported to the Materials Test Laboratory for testing. One split sample shall undergo immediate testing for Performance Grading. The remaining samples shall be stored until the contract is completed and all payments have been made. More samples may be taken at the discretion of the Contract Administrator.

Tests for asphalt cement content, asphalt gradation and asphalt compaction shall be taken on a daily basis for each course of asphalt placed. The Contractor will be responsible for marking testing locations (plate sample and compaction).

F-310C-004
MATCHING TO EXISTING PAVEMENT

March 2023

Amendments to OPSS 310 – March 1993

Under the Contract, the Contractor will be required to grind in joints at either end of the project in order to match the new pavement into the existing pavement. The location and alignment of the joints will be set in the field by the Contract Administrator.

310.09 Measurement of Payment**310.09.02 Removal of Asphalt Pavement - Partial Depth**

Section 310.09.02 of OPSS 310 is hereby amended in that no measurement for payment will be made.

310.10 Basis of Payment**310.10.01 Hot Mix HL3 - Item**

OPSS 310.10.01 is hereby amended in that payment at the contract price per tonne shall include full compensation for all labour, equipment and materials to undertake the work of this special provision.

F-310C-005
HOT MIX ASPHALT – LIQUID ASPHALT CEMENT PRICE INDEX

March 2023

Amendments to OPSS 310 and OPSS 1150

OPSS 310 and OPSS 1150 shall apply except as may be amended and extended herein.

Asphalt Cement

The Township of Madawaska Valley will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement price index. The price index will be published monthly in the MTO Contract Bulletin and displayed on the MTO web site (www.raqs.mto.gov.on.ca). The price index will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the work.

A payment adjustment per tonne of new asphalt cement will be established for the month in which paving commences when the price index for the month differs from the price index for the month in which the tender was awarded. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to the hot mix tender items.

The payment adjustment per tonne will apply to the quantity of new asphalt cement in the hot mix accepted into the work during the month for which it is established. The quantity of asphalt cement used on the project shall be determined from the Quality Assurance test results conducted by the Township of Madawaska Valley. If End Result Specifications (ERS) are used, these results will be used to determine the quantity used. Otherwise the Contract Administrator shall determine the amount used. The payment adjustment for the month will be calculated by the following means:

1. The Contractor shall indicate in the Schedule of Prices, in the submitted tender, the cost of the Liquid Asphalt Cement (AC) used to prepare the tender submission.
2. At the time the tenders are received and opened the Municipality Engineer shall advise all tenderers of the price index, in effect at the time of tendering, which will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the Work
3. **When AC Prices are Rising:** the payment adjustment to be paid to the Contractor is the result of subtracting the price index in effect when the tender was awarded from the price index in effect when paving took place multiplied by the number of tonnes of AC incorporated in the mix(s) as determined by the Contract Administrator.
4. **When AC Prices are Falling:** the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving took place from the price index when the tender was awarded multiplied by the number of tonnes of AC incorporated in the mix(s) as determined by the Contract Administrator.
5. On completion of the contract an adjustment shall be made on the final payment certificate to adjust for the liquid asphalt cement price variation. The adjustment shall be either positive or negative.

Example 1 – AC Prices Increasing:

- 3,000 tonnes of HL 3 @ 5.20% AC (156.0 tonnes AC)
- Price Index on April 5th, 2000 on tender closing \$290/tonne
- Price Index on August 17th - 24th, 2000 actual paving dates - \$325/tonne
- Payment adjustment to be paid to the Contractor:
 $(\$325 - \$290) \times 156 \text{ tonnes AC} = \$35 \times 156 \text{ tonnes AC} = \$5,460.00$

Example 2 – AC Prices Decreasing:

- 4,500 tonnes of HL 8 @ 4.6% AC (207.0 tonnes AC)
- Price Index on April 5th, 2000 on tender closing \$290/tonne
- Price Index on October 1st - 8th, 2000 actual paving dates - \$245/tonne
- Payment adjustment for hot mix items reduced by:
 $(\$290 - \$245) \times 207 \text{ tonnes of AC} = \$45 \times 207 \text{ tonnes AC} = \$9,315.00$

Payment at the contract price shall be full compensation for all labour, equipment, material, sampling, design, testing and associated work necessary to supply and place the material as

specified. The above adjustment is solely to compensate for market variations in the price of liquid asphalt cement.

F-310C-007
PERFORMANCE GRADED HOT MIX

 March 2023

Amendments to OPSS 310 – March 1993

Under the Contract the Contractor will be required to finish grade and compact the Granular ‘A’ base immediately prior to paving of the roadway.

310.09 Measurement of Payment

No measurement for payment purposes will be made of the work required as a result of this special provision.

310.10 Basis of Payment

310.10.01 Hot Mix HL4 - Item

OPSS 310.10.01 is hereby amended in that payment at the contract price per tonne shall include full compensation for all labour, equipment, and materials required to do the work of this special provision.

F-314C-002
GRANULAR ‘A’ AND ‘B’

 March 2023

Amendments to OPSS 314 – December 1993

Mixing Recovered Bituminous Pavement with Granular to 30%

314.05 Materials

Section 314.05, Materials, of OPSS 314 is amended by the addition of the following:

314.05.02 Recovered Bituminous Pavement for Blending with Granular

The Contractor may blend the recovered bituminous pavement with a previously tested and accepted granular material such that the blended product contains no more than 30% recovered bituminous pavement by mass. If the granular material consists of crushed Portland cement concrete containing a percentage of bituminous pavement, this percentage must be included in the total amount of bituminous material in the blended product.

The recovered bituminous pavement shall be material obtained from the Contract which is surplus to the recycled hot mix requirements, or shall be from any other source within the Municipality.

The recovered bituminous pavement and granular material shall be uniformly blended to have 100% passing the 26.5 mm sieve and not more than 75% passing the 4.75 mm sieve. It shall be stockpiled in accordance with the stockpiling requirements for coarse aggregate specified in Subsection 1001.07.05 or OPSS 1001.

The Contractor shall ensure that the recovered bituminous pavement does not include steel slag aggregate materials.

314.10 Basis of Payment

Section 314.10 of OPSS 314 is amended by the addition of the following:

Payment at the Contract price(s) for the type of granular specified in the tender item(s) shall be deemed to be compensation in full for any additional labour, equipment or materials necessitated by the Contractor's option to blend recovered bituminous pavement with granular as provided for under the requirements of this Special Provision.

Plan Taker's List

Hot Mix Paving