



THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES

CONTRACT 25-1449

Dayton Road Culvert Replacements (Site #20 & #21)

**20.8m Long (4.3m span x 2.9m rise) Steel Multi-plate Arch Pipe
Culverts complete with Concrete Headwalls**



April 2026

**THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT #20 & #21 REPLACEMENTS
CONTRACT 25-1449**

LIST OF CONTRACT DOCUMENTS

THE FOLLOWING SHALL FORM THE CONTRACT DOCUMENTS:

	<u>NO. OF PAGES</u>	<u>PAPER COLOUR</u>
1. COVER PAGE	1	WHITE
2. ADDENDA (AS ISSUED)	0	GREEN
3. LIST OF CONTRACT DOCUMENTS	1	PINK
4. LIST OF CONTRACT DRAWINGS	1	PINK
5. INFORMATION TO TENDERERS	12	BLUE
6. FORM OF AGREEMENT	4	WHITE
7. SPECIAL PROVISIONS	40	PINK
8. LIST OF ONTARIO PROVINCIAL STANDARD SPECIFICATIONS AND ONTARIO PROVINCIAL STANDARD DRAWINGS	2	WHITE
9. SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT	15	BLUE
10. FORM OF TENDER	9	WHITE

**THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT #20 & #21 REPLACEMENTS
CONTRACT 251449**

LIST OF CONTRACT DRAWINGS

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251449-G1 CONSTRUCTION NOTES AND SEQUENCING

251449-G2 TYPICAL DETAILS

251449-C1 EXISTING SITE PLAN / ENVIRONMENTAL & DEWATERING SEDIMENT CONTROL - SITE #20

251449-C2 PROPOSED CULVERT GENERAL ARRANGEMENT PLAN & DETAILS – SITE #20

251449-C3 EXISTING SITE PLAN / ENVIRONMENTAL & DEWATERING SEDIMENT CONTROL - SITE #21

251449-C4 PROPOSED CULVERT GENERAL ARRANGEMENT PLAN & DETAILS – SITE #21

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT REPLACEMENTS – Site #20 & #21
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INFORMATION TO TENDERERS

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THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES

**DAYTON ROAD CULVERT REPLACEMENTS – SITE #20 & SITE #21
CONTRACT 251449**

INFORMATION TO TENDERERS

GENERAL

Please read this section carefully.

These general conditions, instructions to bidders, and specifications forming a part of this tender, shall constitute a valid and binding contract between the successful tenderer and the Corporation of the Municipality of Huron Shores, and it shall ensure to the benefit of, and be binding upon both their successors, executors, administrators and assigns.

1. DEFINITION OF OWNER/AUTHORITY/ ENGINEER AND CONTRACT ADMINISTRATOR

The words “City”, “Municipality”, “Owner”, or “Corporation” means the Corporation of the Municipality of Huron Shores

The word “Engineer” “Consulting Engineer”, “Contract Administrator” shall be understood as referring to TULLOCH Engineering Inc. and its authorized representatives.

The word “Contract” means the agreement to do the work entered into with the Corporation, the general conditions, the specifications, the drawings, and other documents referred to or connected with the said contract.

The words “Contractor” or “Tenderer” means the person or persons who have undertaken to carry out this contract.

The word “Work” shall mean the execution of the whole work, and things required to be done, mentioned, or referred to, in the contract documents and including all extra or additional work that may be ordered by the Engineer.

These general conditions, instructions to bidders, and specifications forming a part of this tender, shall constitute a valid and binding contract.

2. DELIVERY AND OPENING OF TENDER

Submissions for this Tender will be accepted in hardcopy or electronic format by the Municipality until **May, 4, 2026**, at 2:00:00 pm local time (Eastern).

Submissions

Location for delivering tenders is:
Municipality of Huron Shores Municipal Office
7 Bridge Street, P.O. Box 460

Iron Bridge, Ontario, P0R 1H0

Submissions can be submitted in person at the Municipal office above or by email to the following personnel/email address:

Chief Administrative Officer (CAO)/Clerk – Natasha Roberts

Natashia@huronshores.ca

Deputy Clerk - Amber Shannon

amber@huronshores.ca

and also copying in the road superintendent at

Public Works Superintendent - Craig Coventry

publicworks@huronshores.ca

Electronic Submissions shall have the following listed in the subject line: “Dayton Road Culvert Replacements, Site 20 & 21 – Tender Submission - _____” and insert the Contractors Name.

All Electronic Submissions are encouraged to be password protected. The submissions shall be sent to the Municipality contacts as outlined above. The password for the Tenderer submission shall be emailed to the Engineer. See section 8 below for the contact information details which will be similar to sending any technical questions during the tendering period. The Engineer will send the passwords to the Municipality after the closing date/time to enable the Municipality to open and pdf submissions. The Tenderer submission shall be allowed to be printed by the Municipality.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Municipality’s email system, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete an online Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the time received at the municipality’s office wall clock or the municipality’s contact email address and received time stamp.

Late Bids will not be opened and shall be disqualified.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to check the Municipality’s website for any addendums.

Bidders may amend their submission with another submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the final and re-submitted bid is received by the Municipality no later than the stated closing time and date.

Opening of the Tender

Opening of the tender will be held after closing time and date and unofficial bid results will be available publicly, and posted within the Municipality's website.

3. INFORMAL TENDERS

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly filled in otherwise the tender may be declared informal. Persons tendering are required to fill in all blanks.

4. TENDER DOCUMENTS

Each tender shall be in accordance with the Contract Documents and shall include information outlined within submission requirements.

5. PRICES SUBMITTED

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment, materials, utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted there from which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

6. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the Municipality. The current OPSS MUNI General Conditions apply to this contract.

7. DISCREPANCIES

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if the Tenderer is in doubt as to their meaning, the Tenderer shall make enquiry through the Municipality & the Engineer below.

8. SUBMITTING QUESTIONS AND RECEIVING ADDENDUMS

Technical questions can be referred to the Consultant at:
Tulloch Engineering Inc.
71 Black Road,
Sault Ste. Marie, ON
P6B 0A3

Attention: Matt Kirby, P. Eng.

Phone: 705-949-1457

Email: matt.kirby@tulloch.ca

Any questions submitted to the Consultant shall be copied to the Roads Superintendent as well.

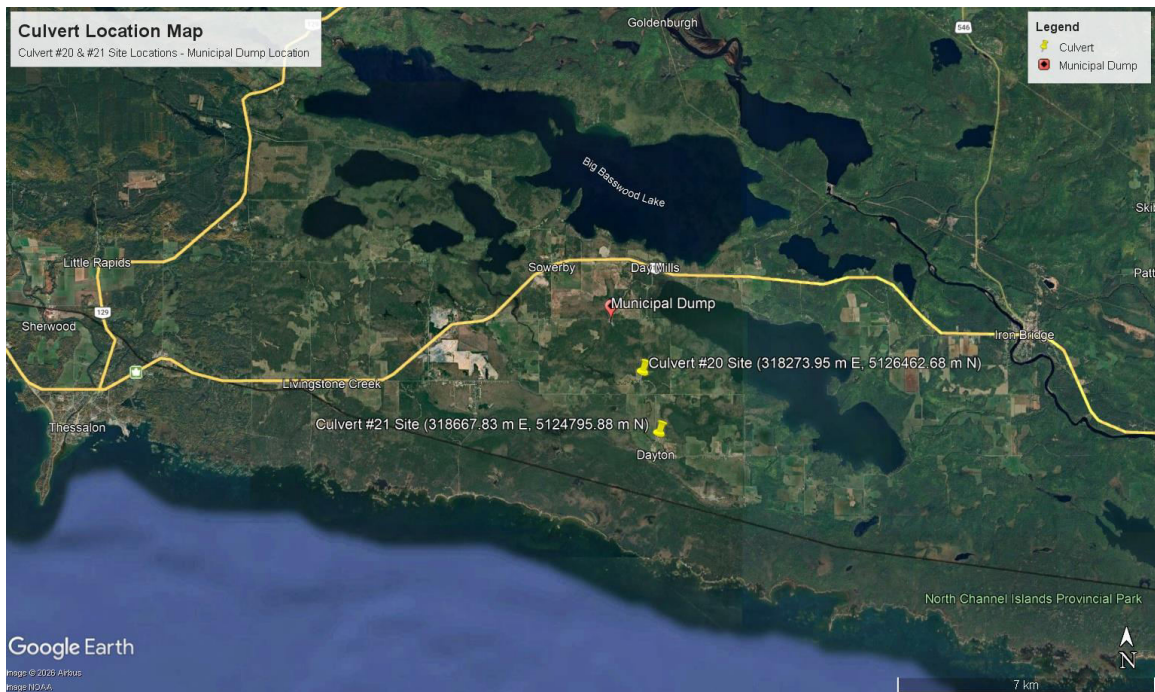
The last day for questions will be April 27th, 4:00pm.

Questions that are brought forward will be answered in batches, typically with addendum being planned to be issued on a weekly basis or as needed based on the severity of the questions.

Addendums will be posted on the Municipalities website and any addendums beyond the initial addendum may be directed to any contractors who return the acknowledgement section of the addendum and return it to the Consultant. Interested Contractors are encouraged to regularly check the Municipal website for addendums throughout the tender window.

9. EXAMINATION OF SITES

The Tenderer shall visit the site of the work before submitting the tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.



10. TENDER PARTS

The division of the Form of Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders will not be accepted.

11. HARMONIZED SALES TAX

HST is extra to tendered pricing and shall not be included in the Unit price tendered.

12. TENDER DEPOSIT

Each tender shall be accompanied by a tender deposit in the form of a bid bond, certified cheque, money order or bank draft payable to the Municipality of Huron Shores in the amount of **10% of the Tender Price**.

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds (Section 13), insurance documents and a Workers' Compensation Board Clearance Certificate within three (3) weeks of being notified of the award and start work as specified. The security will be forfeited to the Municipality if the accepted Tenderer fails to enter into the formal contract within the specified time.

Tender deposits of all Tenderers except the lowest and second lowest Tenderers, will be returned within five (5) working days after the tender closing.

The tender deposit of the two low Tenderers will be retained until a tender has been accepted and the contract properly executed.

13. BONDS

The Successful Contractor shall be required to furnish a Contract Material and Labour Payment Bond for 50% of the amount of the tender and a Contract Performance Bond for 100% of the amount of the tender, issued by an approved Surety Company. Such bonds shall be approved by and be acceptable to the Municipality and must be furnished when the Contractor signs the contract.

14. AGREEMENT TO BOND

Each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Material and Labour Payment Bond and the required Contract Performance Bond.

15. WORKPLACE SAFETY & INSURANCE BOARD

The Successful Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate

of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Holdback.

16. SUBCONTRACTORS

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors they propose to use on the project. Subcontractors not listed at the time of tender opening will be considered hired equipment. This list is to be submitted in the Tender Documents.

17. TENDERER'S & SUBCONTRACTOR'S SENIOR STAFF

The Tenderer shall submit with his tender a list of all senior staff to be employed on this contract, including those of the subcontractor. The information to be submitted in the Tender Documents.

18. TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor. The information to be submitted in the Tender Documents.

19. OCCUPATIONAL HEALTH AND SAFETY ACT

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be the Constructor on the site and will undertake the project for the owner. The Constructor shall ensure that the requirements of the OHS Act and its Regulations are carried out on the project and the health and safety of all workers on the site is protected.

The Contractor for the project is the successful Tenderer for the project and will be the Constructor for the project.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor agrees to indemnify the Corporation for any costs incurred by it for on-site health and safety violations, except those for which the Owner is directly responsible for.

20. TENDER LEFT OPEN

The lowest and second lowest Tenderer shall keep his tender open for acceptance for ninety (90) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

21. PROGRESSION OF WORK AND COMPLETION DATE

The Contractor shall start work on this job within ten (10) days of receiving written notification from the Engineer to proceed and shall continuously work in an orderly manner to prevent the least amount of delay, to completion. The time for completion, detours and sequence of operations, shall be specified in the Special Provisions contained herein.

Contractors shall start working on the replacement of Site #20 (closest site to Highway 17 on Dayton Road) and then work on replacing Site #21. Staging works and completing the culverts simultaneously is acceptable, however, there is a longer haul distance for materials needing to be trucked to the Municipal dump if Site #20 is not totally completed first. The contractor will be instructed by the Municipality where clean fill material can be dumped and stockpiled for the Owners' future use as landfill cover material. The excavation works shall be completed to minimize the total disturbance areas and the amount of material that is required to be removed from either site and taken to the Municipal dump.

All works in conjunction with the tender shall be completed no later than August 15, 2026

22. CONTRACTOR'S WORK FORCE

The Contractor will be required to use local manpower as much as possible for the work under this contract. The Contractor shall adhere to the Municipality dress standard.

23. RIGHT OF OWNER

The Municipality reserves the right to accept or reject any and all tenders and the lowest tender will not necessarily be accepted.

The Municipality shall not accept any inconsistency in the Unit Prices bid for various items.

The Municipality reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

24. STATUTORY DECLARATION OF PAYMENTS, LIENS & LIABILITIES

Prior to the release of the Construction Lien Holdback, the Contractor shall be required to complete a "Statutory Declaration of Payments, Liens and Liabilities" form. The Contract Administrator and the Contractor shall agree upon the necessary form.

25. TENDER CONFIDENTIALITY

The Municipality of Huron Shores will consider all tenders as confidential, subject to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act*. The names of the tenders and the total amount of the tenders will be made available to the public. However, unit prices will not be made available to the public unless required to do so by the Information and Privacy Commission.

26. WITHDRAWAL PROCEDURES

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Municipality no later than the stated closing time and date.

The Bid Deposit shall be forfeited to the Corporation when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

27. SUBSTITUTIONS

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer, of a substitute item of supply.

28. MATHEMATICAL ERRORS

In the event of mathematical error found in the pricing page, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

29. AWARD OF TENDER

The award of the Tender is subject to approval of Municipality of Huron Shores Council. Once approved, the successful bidder must sign the form of agreement with the Municipality of Huron Shores, the attached schedule and provide any other post-bid submissions.

The Municipality reserves the right to accept or reject any or all submissions and is not obligated to accept the lowest or any submission.

30. HOURS OF WORK

Time is of the essence on this project. Hours of work will be a minimum of 8 hours per day, 5 days per week, Monday to Friday. Any additional expenses, including overtime, to meet this schedule and completion date will be the responsibility of the Contractor and is to be included in the Contractor's Tender Price.

31. COOPERATION WITH OWNER AND UTILITY OWNER

The Tenderer shall note that the Owner may be carrying out work related to the relocation of utilities, other capital works projects and/or maintenance and repair activities in the vicinity of the project location. The Contractor shall co-operate fully with the Owner(s) in every respect.

32. PIPE ARCHES SUPPLIED BY THE OWNER

The Tenderer shall understand that the owner will supply the steel plate pipe arches for each site and the Tenderer will be responsible to offload, store and construct the pipe arches in accordance with the pipe manufacturers installation instruction and bolting requirements.

The pipe arch supplier/engineer/contractor will engage in a pre-construction meeting 2 weeks in advance of the pipes arriving at the site to ensure that all of the necessary arrangements for offloading/erecting/installing have been understood and planned for by the Contractor. The pre-construction meeting will be held virtually at an agreed date/time between all parties.

Contractor will be responsible for receiving and offloading the supplied pipe arches at the site locations, storing, maintaining, constructing and installing the pipe arches in accordance with Atlantic Industries Ltd installation specifications and procedures. The successful bidder will be provided with the pipe arch installation specifications and procedures.

33. DRAWINGS AND SPECIFICATIONS

The drawings and specifications forming a part of the official contract, were prepared by TULLOCH, 71 Black Road, Sault Ste. Marie, Ontario, P6B 0A3.

The Engineer may furnish additional drawings to clarify the work; such drawings shall become part of the contract documents.

Any representations in the tender documents and drawings are furnished merely for the general information of tenderers and are not in any way warranted or guaranteed by or on behalf of the Owner or the Owner's consultants and sub consultants or the consultants' or sub consultants', employees and neither the Owner nor its consultants or its employees shall be liable for any representations negligent or otherwise contained in the documents.

These design documents are prepared solely for the use by the Owner and there are no representations of any kind made by TULLOCH, its employees and sub consultants and its employees to any party with whom TULLOCH has not entered in a contract.

34. GEOTECHNICAL REVIEW

A Geotechnical Engineer/delegate from TULLOCH will attend the site upon removal of the existing culverts and examine the substrate for overall bearing capacity and foundation trench reinforcement per the contract drawings. Any subgrade stabilization beyond the foundation trench reinforcement will be completed as a provisional item to achieve the targeted minimum bearing capacities required below the culvert foundations. During the sub-base review at the foundation level, Contractors shall make an excavator (minimum of at least 10 tonnes) available for use by the Engineer to complete two (2) plate load tests per site to confirm acceptable bearing capacity on either side of the culvert. These results of the plate load tests shall be to determine whether any rock fill stabilization below the foundation level is required.

Tenderers shall make such additional examination of the soil as they may feel necessary to satisfy themselves as to the conditions that may be encountered.

35. MATERIAL TESTING & FISH SALVAGE

All backfill and compaction testing shall be organized through the TULLOCH testing laboratory in Sault Ste. Marie, ON. and the cost for the backfill material testing will be paid for from the material testing cash allowance.

Similarly, the work zone isolation and fish salvage shall be completed by TULLOCH Environmental group and under a MNR LCFSP. The permits for the fish salvage will need to be taken out in advance of the planned work zone isolation and so Contractors are encouraged to contact TULLOCH Environmental as soon as the Tender is awarded to prevent delays. The initial site visit for fish salvage for the work zone isolation will be paid for out of the testing allowance, however, should additional days onsite be required for the fish salvage for reasons that the cofferdams or isolation plan prepared by the Contractor are not-effective, the additional time onsite will be back charged to the Contractor and held against the monthly progress draw for the month in which the fish salvage takes place for each site.

36. APPROVALS

The award of the Contract is subject to the Owner receiving all approvals for the work, including but not limited to approval from the Ontario Ministry of Environment Conservation and Parks, Ontario Ministry of Natural Resources and Forestry and the Department of Fisheries and Oceans Canada, or others as required.

AGREEMENT BETWEEN OWNER & CONTRACTOR

THIS AGREEMENT made ON THE ____ Day of _____ 2026

by and between:

The Corporation of the Municipality of Huron Shores

(hereinafter called the "Owner")

- and

(hereinafter called the "Contractor")

The Owner and the Contractor agree as follows:

ARTICLE 1 - THE WORK

A general description of the work is:

- (a) Structure removal and replacement of two single barrel corrugated steel pipe culverts on Dayton Road over the Pickerel Creek with new polymer laminated corrugated steel arch pipe installations. Each site shall have the single cell multiplate CSP culverts replaced with single 4.3m span x 2.9m rise corrugated steel arch pipes (owner supplied), complete with concrete cut-of walls, steel beam guide rail, geotextile and rip rap protection on the roadway side slopes and rock protection aprons at both the culvert inlet and outlets.
- (b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in these Contract Documents 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 Documents.

ARTICLE 2 – TESTING ALLOWANCE & CONTINGENCY ALLOWANCE

In the event that the Form of Tender provides for and contains a Material Testing/Fish Salvage for Work Zone Isolation Allowance and/or a Contingency Allowance, it is understood and agreed that such Allowances are merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for the actual costs incurred to have those items completed during the Construction. The Contingency Allowance is intended for extra or additional work carried out by the Contractor as directed by the Engineer and in accordance with the Contract Documents and only to the extent of such extra or additional work.

ARTICLE 3 - CONFLICT

In case of any inconsistency or conflict between the provisions of this Agreement and the Contract Documents and Drawings the Provisions of such documents shall take precedence and govern according to subsection GC2.02 of the General Conditions as detailed following:

- | | |
|-----------------------------|-------------------------------------|
| (a) Agreement | (g) Instructions to Tenderers |
| (b) Addenda | (h) Tender |
| (c) Special Provisions | (i) Supplemental General Conditions |
| (d) Contract Drawings | (j) General Conditions |
| (e) Standard Specifications | (k) Working Drawings |
| (f) Standard Drawings | |

ARTICLE 4 - AMENDMENTS

The Contract may be amended only as provided in the Contract Documents.

ARTICLE 5 - CONTRACT PRICE

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the work the sum of: _____ (\$ _____) subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 6 - ADDRESSES FOR NOTICES

Notices in writing between the parties or between them and the Engineer shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 Working Days of the date of mailing when addressed as follows:

The Owner at **The Corporation of the Municipality of Huron Shores** _____ Owner's Name
7 Bridge Street, P.O. Box 460 _____ Street and Number and Postal Box Number if Applicable
Iron Bridge, Ontario, P0R 1H0 _____ Post Office or District, Province, Postal Code

The Contractor at _____ Contractor's Name

_____ Street and Number and Postal Box Number if Applicable

_____ Post Office or District, Province, Postal Code

The Engineer at **Tulloch Engineering Inc.** _____ Engineering Company
71 Black Road _____ Street and Number and Postal Box Number if Applicable
Sault Ste. Marie, Ontario, P6B 0A3 _____ Post Office or District, Province, Postal Code

ARTICLE 7 - CONTRACT DOCUMENTS

A copy of each of the Specifications, General Conditions, Supplemental General Conditions, Special Provisions, Form of Tender, Tendering Information and Contract Drawings hereto annexed and together with Drawings 251449 G1, G2 and C1-C4 and general notes are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 8 - EXPRESSED COVENANTS

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred 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 9 - TIME OF THE ESSENCE

Time shall be deemed the essence of this Contract.

ARTICLE 10 – CONTRACTOR’S RESPONSIBILITY

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself/herself of the character of the work and all local conditions that might affect their tender or their acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed 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 its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 11 - SUCCESSION

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

SIGNED AND DELIVERED
in the presence of:

OWNER

The Corporation of the Municipality of Huron Shores
Owner's name

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

CONTRACTOR

Contractor's name

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

**THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT REPLACEMENTS – SITE #20 & #21
CONTRACT 25-1449
SPECIAL PROVISIONS**

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**THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT REPLACEMENTS – SITE #20 & #21
CONTRACT 25-1449
SPECIAL PROVISIONS**

1. SPECIAL PROVISIONS – GENERAL

1.1 SCOPE OF WORK

The following is a general outline of the scope of work and is intended to highlight the major aspects of the project. It is not intended to include all the work required to be performed. Using this outline, refer to the contract drawings and specifications herein for the full extent of the work to be performed under this contract.

The scope of the work generally shall be as follows:

- ❖ Removal of surface features as indicated in the contract drawings
- ❖ Removal of existing culvert(s)
- ❖ Construction of new culvert(s) and erosion and scour protection
- ❖ Backfill and reconstruction of road base as shown in contract drawings
- ❖ Restoration of surface features, embankments and new guiderail systems.

The Contractor shall visit the location and review and verify all dimensions prior to ordering any materials. Any discrepancies or problems shall be reported to the Engineer immediately.

The Contractor shall be responsible for obtaining and providing power for construction. No additional payment will be made by the Owner for costs associated with fees, permits, connections to the grid, power costs and any cost associated with the provision of power.

1.2 COMMENCEMENT AND COMPLETION

After signing the contract, the Contractor shall begin administrative and procurement activities as soon as possible and shall commence construction activities by June 10th, 2026. Both substantial performance and final completion certification of the project shall be obtained no later than by July 30th, 2026, based on May 13th, 2026, Award of Contract.

Upon commencement of construction activities, work shall proceed continuously, 5 days per week minimum, to the completion of the work.

Dayton Road immediately within the limits of the contract are subject to Sections 1.14, 1.15, 1.16, 1.17, 1.18, and 1.19 of these Special Provisions.

The Contractor shall provide and maintain access to all properties at all times.

It is the contractor's responsibility to schedule manpower and equipment and pay any additional expenses, including overtime pay to meet the stipulated time for completion. All costs shall be included in the Contractor's Tender Price.

1.3 SUBSTANTIAL PERFORMANCE

The project will be considered substantially performed when all parts of the contract are completed in accordance with the Construction Act as amended by Supplemental General Condition SGC 1.04.

1.4 LIQUIDATED DAMAGES

Liquidated damages shall be in accordance with Supplemental General Condition SGC 8.02.09.

It is agreed that this amount represents liquidated damages to the Owner for the cost of engineering, inspection, supervision and continuing maintenance as a result of the delay which will accrue during the period in excess of the completion date and is not a penalty. If the Contractor is delayed by reason of alterations or changes deemed necessary by the Engineer or as a result of causes beyond the Contractor's reasonable control, and is therefore unable to meet the specified completion date, the time of completion may be extended for a period to be determined by the Engineer and the Contractor shall not be liable for liquidated damages for the period of such extension.

1.5 INCLEMENT WEATHER

There will be no compensation for inclement weather or damages caused by inclement weather other than an extension for lost time at the end of the Contract, at the discretion of the Engineer.

1.6 CERTIFICATE OF FINAL COMPLETION

The Contractor shall notify the Contract Administrator in writing when, in the opinion of the Contractor, the work has been satisfactorily completed and the Contract Administrator will then cause the work to be inspected; and the Contractor will be notified of any deficiencies.

Before the work will be finally accepted by the Contract Administrator, the Contractor shall dispose of all surplus materials and rubbish and leave the work neat and presentable throughout its length to the satisfaction of the Contract Administrator.

When the Contract Administrator finds all deficiencies and all conditions of the Contract have been satisfied, a Certificate of Final Completion will be issued, stating the date of final completion and the start of the one-year maintenance period.

1.7 GUARANTEE PERIOD

- (a) In accordance with the Supplemental General Conditions Section SGC 7.16, the Contractor shall guarantee that the material and work shall for a period of twenty-four (24) months from the acceptance date remain in such condition as will meet the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may,

after giving the Contractor forty-eight (48) hours written notice, perform the necessary work, and the cost may be deducted, or collected by the owner as provided in the contract.

- (b) Notwithstanding the provision of the subsection (a) of this clause, the Engineer may, in cases of danger or public safety, make such immediate arrangements for repairs as he /she sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.
- (c) If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in subsection (a) above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

1.8 GUARANTEE PERIOD HOLDBACK

The Guarantee period holdback shall be in accordance with the Supplemental General Conditions of Contract SGC 8.02.10.

1.9 CERTIFICATE OF FINAL ACCEPTANCE

An inspection similar to the "Certificate of Final Completion" inspection will be carried out prior to the expiration of the maintenance period and the Contractor will be notified of any deficiencies which shall be corrected before a "Certificate of Final Acceptance" will be issued. Should "Final Acceptance" be warranted the Contract Administrator will issue a "Certificate of Final Acceptance" and will return the unused portion of the maintenance guarantee holdback.

1.10 LIABILITY INSURANCE

The Liability Insurance shall:

- (a) Have a limit of not less than \$5,000,000.00 inclusive for any one occurrence.
- (b) Have Comprehensive Liability Insurance covering all operations and liability assumed under the contract with the City.
- (c) Not contain any exclusions or limitations in respect of shoring, underpinning, raising, or demolition of any building or structure or subsidence of any property, structure or subsidence of any property, structure or land from any cause.
- (d) Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles **not** owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less the \$5,000,000.00 inclusive for any one occurrence. A "vehicle" shall be as defined in the Highway Traffic Act.
- (e) Be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty days prior written notice to the City.

- (f) Protect the insured from any losses arising out of contractual liabilities and completed operations. The policy shall name the Contractor, the Owner, and the Engineer as an assured and shall contain a cross-liability clause insuring each person, firm or corporation in the same manner to the same extent as if a separate policy has been issued to each, but not so as to increase the limits of the insurance company's liability.
- (g) Be kept in force for a period of 24 months from the date of Substantial Performance or until the work is accepted by the Owner and a Final Certificate has been issued, whichever is later.

The deductible amount or amounts in any insurance policy required by the Corporation pursuant to this contract shall be subject to the approval of the Corporation and comply with conditions and all requirements as stated in OPSS.MUNI100 GC6. In the event the Corporation does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance with a deductible amount acceptable to the Corporation.

1.11 EXTRA WORK

Extra work shall be undertaken as described in subsection FT.04 Additions and Deductions of the Form of Tender.

1.12 PAYMENT OF ADDITIONAL WORK

Percentage allowance over the prescribed compensation shall apply only once regardless of the number of times the work has been assigned or sublet, and no percentage allowance over the prescribed compensation will be paid to any associate or affiliate as defined by the Securities Act, RSO 1990, Chapter F.5.

1.13 EQUIPMENT INVENTORY

The successful bidder on this contract will be required, before commencement of the work, to submit a complete inventory of all his and any Subcontractor's equipment expected to be used on the project. This information must comply with OPSS Form 127 for the Identification of Equipment and will be submitted on the form provided in these documents. Force account payments will not be processed until this form is completed to the Engineer's satisfaction.

1.14 TRAFFIC CONTROL ON MUNICIPAL PROJECTS

The Contractor shall prepare and submit a detailed, written Traffic Control Plan within 14 days of issuance of the Written Order to Start Work. The Plan shall be prepared in consultation with the Contract Administrator and the Municipality of Huron Shores and, as a minimum, shall include the following:

- Proposed timing and duration of full lane road closures; and
- Construction staging and material storage/stockpiling of materials.

Traffic control shall conform to the Ontario Traffic Manual, Temporary Conditions, Book 7.

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

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

All necessary traffic control devices such as signs, barricades, delineators, lanterns, and flashing lights shall be supplied and erected in accordance with the Ontario Traffic Manual – Temporary Conditions – Book 7. The Contractor shall be responsible for all traffic control and shall supply and properly place all signs required to maintain traffic control. The Contractor shall ensure that all signs required by the Contract Administrator are on the site and properly placed twenty-four (24) hours prior to commencement of any work. The signs and placement shall conform to the Ontario Traffic Manual – Temporary Conditions – Book 7.

The Contractor shall mark with fluorescent paint the manholes, water valves, electrical chambers, catch basins, and any other objects determined by the Contract Administrator. The marking shall be preserved by the Contractor until the roadway is handed over to the Owner.

Any costs related to work required for traffic control, including construction of temporary entrances for the residences and businesses affected by the work, shall be included in the price bid for "Traffic Control". No other payment will be considered.

The cost for traffic control shall be included in the applicable Tender Item. The contractor shall develop and implement a TRAFFIC CONTROL AND DETOUR PLAN that satisfies the requirements of OPSS 706 and Special Provisions 1.15, 1.16, 1.17, and 1.18.

Section 706.03, Definitions, is amended by the deletion of the definition "Construction Signs" and the definition of "Manual" and replacement with the following:

"Construction Signs: means all traffic control signs and associated devices identified in the Ontario Traffic Manual Temporary Conditions Book 7, including vehicles and sign trailers, required to support signs and equipment to supply sign lighting, excluding the contract identification sign and highway number markers.

Manual: means the Ontario Traffic Manual – Temporary Conditions, Book 7."

Section 706-05.02, Signs, is deleted and replaced with the following:

"All details with respect to material, dimensions and other requirements except reflectivity, shall conform to the Ontario Traffic Manual Temporary Conditions Book 7."

The contractor shall maintain a daily/weekly diary of the signs in use for temporary and long-term traffic control and the diary shall be submitted prior to final payment. The following information shall be included:

- *A schematic of the location of each existing sign by station, offset and height above pavement;*
- *A schematic of the placement and relocation of all construction signs during each stage of construction by station, offset and height above pavement;*
- *Traffic accidents including time of inspection, location and incident and photographs; and,*
- *Time of daily/weekly sign inspections and name of inspector.*

The Traffic Control Plan and Detour Plan shall be submitted to the Engineer for review a minimum of three (3) weeks prior to construction start for approval of the municipality. A copy of the Traffic Control Plan shall be kept on the respective site.

1.15 ROAD CLOSURES AND CONSTRUCTION STAGING

Dayton Road is currently closed to through traffic at each of the culvert sites. The contractor may continue to keep the roadway under full road closure for the duration of the project, however, the current signage/barricades which have been installed by the Municipality shall be removed and replaced with Contractor owned signage/barricades. "Local Traffic Only" signs shall be erected for the duration of the closure on both sides of the site.

Any closure shall satisfy the requirements of *Special Provisions 1.14, 1.16, 1.17, and 1.18.*

1.16 NOTIFICATIONS

When the project sites are to change over into the control of the Contractor during the replacements, the Contractor shall notify the appropriate fire, police and ambulance departments, as such, giving at least Three (3) days' notice. When the restrictions are to be removed, contractor shall notify the fire, police, ambulance and bus authorities and provide the contract administrator with copies or confirmation of such.

In addition to advance notice signage, the contractor shall provide and deliver letter notices to affected residences and businesses within an area defined by the Engineer a minimum of 7 calendar days in advance of the road closure.

1.17 PUBLIC CONVENIENCE

The Contractor shall be responsible for informing residents and business representatives of any change in access to their property, sufficiently in advance of such interruption of service so that the resident can take steps to minimize personal inconvenience. The Contractor shall schedule this work, as approved by the Contract Administrator, to provide minimum inconvenience to the Public. Private commercial driveways shall not be completely closed at any time without approval of the Contract Administrator.

If the Contractor fails to open driveways in accordance with the time specified above, the Contract Administrator will suspend all work until the Contractor has satisfied this specification and extension for lost time will not be granted at the end of the contract.

1.18 DETOURS & STAGING

Contractor shall submit to the Engineer for approval a detour and staging plan at least 3 weeks prior to the beginning of construction for approval by the municipality.

The Contractor shall supply and install all signage required for the detour. Access shall be maintained to properties at all times. The Contractor is responsible for the coordination of the works to maintain access.

The Contractor shall notify all emergency services and the public (by way of radio and newspaper and signage) of the continued road closure of Dayton Road in the two (2) locations. The cost for setting up and maintaining the detour shall be included in the item 401.

1.19 ROAD MAINTENANCE

The Contractor shall be responsible for any damage caused as a result of the execution of this work and shall perform any, as a result of such at no cost to the owner. Repairs shall be performed as directed by the Engineer.

Water may be applied for dust control to the gravel roadway surface as required to suppress dust.

1.20 PROGRESS PAYMENT MONTHLY REPORT

The Contractor shall submit a monthly progress draw on or around the 25th of each month and The Engineer and the Contractor shall discuss and amend quantities as required prior to the approval of the monthly progress payment report.

1.21 QUANTITY ESTIMATES

The quantities shown for the unit price items where the notation (P) does not occur are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price.

For any work completed under these items the Contractor will be paid for the actual measured quantities at the respective unit prices bid.

The Contract Administrator may increase or reduce these quantities or omit any item or portion of the work at his sole discretion. The Contractor shall not be entitled to any compensation whatsoever as a result of the deletion or reduction or increase in quantity under any of these items except as stipulated under the General Conditions of Contract clause GC 8.01.02.

1.22 REJECTED MATERIAL

All material that does not meet specifications, as determined by the Engineer, will be rejected and must be removed and replaced. This shall be done at the Contractor's expense.

1.23 AGGREGATE SOURCES

Only material obtained from a licensed gravel or slag aggregate source will be accepted in this contract. Other sources may be used at the sole discretion and approval of the Engineer pending samples of the aggregate pass the material requirements.

1.24 MATERIAL TICKETS

Tickets to be used on automatic weigh scales must be approved by the Engineer.

1.25 DISPOSAL OF SURPLUS MATERIALS AND EXCESS SOIL MANAGEMENT

The details of the Project have been reviewed by the Consultant, and the project is in accordance with Schedule 2 of O.Reg 406/19 and therefore not subject to Section 8 and succeeding related sections.

OPSS 180.04 is amended by the addition of the following

180.04.01.09 – Declaration

The Contractor shall submit to the Contract Administrator a declaration attesting that excess soil shall only be collected and transported in accordance with Section 17.(3) of O.Reg. 406/19.

Excess soils shall be deposited at a reuse site that is licensed or has a permit issued under the Aggregate Resource Act. It is the Contractor's sole responsibility to ensure that the excess soil meets the reuse site standards.

OPSS 180.04.01.08 is amended by the addition of the following

180.04.01.08 (j) – Transportation Records

The Contractor shall submit to the Contract Administrator the following:

The location (by Station + Offset or other approved identifier) of where the excess soil was loaded for transport.

The date and time the excess soil was loaded for transportation.

The quantity of excess soil in the load.

The name of an individual who may be contacted to respond to inquiries regarding the load, including inquiries regarding the soil quality, (typically the designated qualified person).

The name of the corporation(s), partnership(s) or firm(s) transporting the excess soil, the name of the driver(s) of the vehicle(s) and the number plates issued for the vehicle(s) under the Highway Traffic Act.

The location at which the excess soil is to be deposited.

Submittal of the above documentation shall be provided on a material ticket with a summary provided daily for the records of the Contract Administrator. Both hardcopy and a .pdf electronic version shall be supplied.

OPSS 180.07 is amended by the addition of the following,

180.07.10 – Discovery of Contaminated Material

The project operator (Contractor) shall prepare and submit a procedure and ensure it is applied with respect to what must occur if any person working in the project area makes an observation during soil excavation within the project area, including any visual or olfactory observation, that suggests that the soil may be affected by the discharge of a contaminant. At a minimum, the project operator shall include with their procedure the following:

All soil excavations in the project area must immediately cease upon the observation being made, until such time as the project leader directs that soil excavations may be resumed.

The project leader or the operator of the project area must immediately be notified of the observation.

The project leader or the operator of the project area, upon being notified of the observation, must, before directing that soil excavations may be resumed, ensure that all necessary steps are taken to ensure that,

All excavated soil or excavated crushed rock that is affected by the discharge of a contaminant is identified and is segregated from other excavated soil or excavated crushed rock in the project area,

The portion of the project area that is affected by the discharge of a contaminant is determined, and

Any excess soil from the portion of the project area is disposed of in accordance with this Regulation.

OPSS 180.04.01.01 is amended with the addition of the following,

The contractor is responsible for testing of the excess soils to ensure the material is suitable for Aggregate Pit and/or Quarry Rehabilitation material within the ground water recharge zone or alternative reuse site in accordance with O.Reg 406.”

OPSS 108.07.01 and OPSS 180.07.03 is amended with the addition of the following, *“Excess soils for reuse on site shall not be placed within 2.0m, from the top of bank of any watercourse.”*

OPSS 180.07.04 is amended to state, *“Open burning is not permitted.”*

1.26 DISPOSAL OF SURPLUS MATERIALS AND EXCESS SOIL MANAGEMENT

The details of the Project have been reviewed by the Consultant, and the project is in accordance with Schedule 2 of O.Reg 406/19 and therefore not subject to Section 8 and succeeding related sections.

OPSS 180.04 is amended by the addition of the following

180.04.01.09 – Declaration

The Contractor shall submit to the Contract Administrator a declaration attesting that excess soil shall only be collected and transported in accordance with Section 17.(3) of O.Reg. 406/19.

Excess soils shall be deposited at a reuse site that is licensed or has a permit issued under the Aggregate Resource Act. It is the Contractor's sole responsibility to ensure that the excess soil meets the reuse site standards.

OPSS 180.04.01.08 is amended by the addition of the following

180.04.01.08 (j) – Transportation Records

The Contractor shall submit to the Contract Administrator the following:

The location (by Station + Offset or other approved identifier) of where the excess soil was loaded for transport.

The date and time the excess soil was loaded for transportation.

The quantity of excess soil in the load.

The name of an individual who may be contacted to respond to inquiries regarding the load, including inquiries regarding the soil quality, (typically the designated qualified person).

The name of the corporation(s), partnership(s) or firm(s) transporting the excess soil, the name of the driver(s) of the vehicle(s) and the number plates issued for the vehicle(s) under the Highway Traffic Act.

The location at which the excess soil is to be deposited.

Submittal of the above documentation shall be provided on a material ticket with a summary provided daily for the records of the Contract Administrator. Both hardcopy and a .pdf electronic version shall be supplied.

OPSS 180.07 is amended by the addition of the following,

180.07.10 – Discovery of Contaminated Material

The project operator (Contractor) shall prepare and submit a procedure and ensure it is applied with respect to what must occur if any person working in the project area makes an observation during soil excavation within the project area, including any visual or olfactory observation, that suggests that the soil may be affected by the discharge of a contaminant. At a minimum, the project operator shall include with their procedure the following:

All soil excavations in the project area must immediately cease upon the observation being made, until such time as the project leader directs that soil excavations may be resumed.

The project leader or the operator of the project area must immediately be notified of the observation.

The project leader or the operator of the project area, upon being notified of the observation, must, before directing that soil excavations may be resumed, ensure that all necessary steps are taken to ensure that,

All excavated soil or excavated crushed rock that is affected by the discharge of a contaminant is identified and is segregated from other excavated soil or excavated crushed rock in the project area,

The portion of the project area that is affected by the discharge of a contaminant is determined, and

Any excess soil from the portion of the project area is disposed of in accordance with this Regulation.

OPSS 180.04.01.01 is amended with the addition of the following,

The contractor is responsible for testing of the excess soils to ensure the material is suitable for Aggregate Pit and/or Quarry Rehabilitation material within the ground water recharge zone or alternative reuse site in accordance with O.Reg 406.”

OPSS 108.07.01 and OPSS 180.07.03 is amended with the addition of the following, *“Excess soils for reuse on site shall not be placed within 2.0m, from the top of bank of any watercourse.”*

OPSS 180.07.04 is amended to state, *“Open burning is not permitted.”*

1.26 CONTRACTOR’S REPRESENTATIVE ON SITE

The Contractor shall provide onsite, a Project Superintendent, who shall be responsible for and have authority over all work performed under this Contract. The Project Superintendent shall be fully conversant in the terms and requirements of the Contract Documents, OPSS, OPSD and any other specifications referred to in the Contract Documents. The Project Superintendent shall remain on site at all times that work is being performed whether by the Contractor or any Sub-contractor.

1.27 CONTRACTOR’S OBLIGATIONS RESPECTING SAFETY

The Contractor acknowledges that it has read and understood the Occupational Health and Safety Act, R.S.O. 1990, c.0.1 as amended.

The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder.

The Contractor agrees to indemnify and save the Owner harmless for civil damages arising from any breach or breaches of the said Occupational Health and Safety Act.

The Contractor acknowledges his responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.

The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its subcontractors may result in the immediate termination of this Contract and the forfeiture of all sums owing to the Contractor by the Owner.

The Contractor shall allow access to the work site by such personnel as may be from time to time designated by the Owner to inspect work sites to ensure compliance with the Occupational Health and Safety Act.

The Contractor agrees that any civil damages that may be assessed against the Owner by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its subcontractors will entitle the Owner to set off these civil damages against any monies that the Owner owes the Contractor under this Contract or under any other Contract whatsoever.

1.28 SITE SPECIFIC HEALTH AND SAFETY PLAN

To ensure such that workers and the public are protected from any adverse effects due to excavation and/or handling of impacted materials. A Site-Specific Health and Safety Plan (HASP) relating to construction activities shall be prepared by the Contractor prior to commencing field work. The HASP should be designed to identify, assess, and control potential hazards, which will likely be encountered by personnel at the Site during assessment or construction activities. All activities at the site shall be conducted in compliance with applicable federal, provincial, and municipal regulations.

Regular, documented Health and Safety meetings will be held by the Contractor to review compliance.

The Contractor shall be responsible for any costs related to providing a site-specific health and safety plan.

1.29 ENVIRONMENTAL

The Contractor shall ensure that no detrimental environmental effects occur as a result of the work. The Contractor shall follow all Municipal, Provincial and Federal Acts and Regulations during the performance of the work. The Contractor shall monitor the project to ensure compliance with environmental conditions of construction. The Contractor shall ensure that sediment and other deleterious material do not gain entry to watercourses or environmentally sensitive areas by means of cofferdams, turbidity curtains, dewatering basins and any other means acceptable to the Engineer.

The Contractor shall submit to the Engineer in writing a plan for the management and control of the removal of material and protection of watercourses. This plan shall conform to all Environmental Acts and Regulations and Item Special Provisions. No removals may proceed without the written approval of this plan from the Engineer.

The Municipality will have silt fencing already installed along the project sites as a means of deterring turtles or other nesting species along the roadways. Contractors shall acknowledge that this silt fencing may be removed in part or entirety or re-used as part of the Contractors sediment/erosion controls. Amending, removing or re-installing the existing silt fencing shall be included in the sediment and erosion control plans unit price item.

1.29.1 Erosion and Sediment Control

The transport of sediment to receiving waters could adversely impact aquatic habitat due to the presence of contaminants in the transported soil particles as well as the sediment itself impacting the habitat of aquatic life.

In order to mitigate potential adverse impacts to the aquatic habitat, the Contractor shall provide effective erosion and sediment control for the duration of the project. A minimum of three (3) weeks prior to initiating any work, the Contractor shall submit a proposed Erosion and Sediment Control Plan which will identify the number and location of all mitigating features. No work shall be permitted until the plan is approved by the Contract Administrator.

The measures incorporated by the Contractor must effectively prohibit the transport of sediment to the receiving waters within and adjacent to the project. The Contractor will be responsible for maintaining all erosion and sediment control features in good working order for the duration of the contract and shall frequently remove any sediment build-up and replace ineffective controls.

The Contractor and Contract Administrator shall continually monitor the effectiveness of the mitigating measures established by the Contractor. The Contractor shall provide additional controls or enhance existing controls in accordance with the direction received from the Contract Administrator.

Payment for all required erosion and sediment control features shall be included in the unit prices bid for other items in the contract. No additional payment will be made for these provisions.

1.30 DEWATERING

All dewatering necessary to perform the work is the responsibility of the contractor. Dewatering shall be sufficient to be able to place pipe bedding, trench reinforcing and all engineered backfill in the dry and have compaction testing performed. The contractor shall be responsible for obtaining a permit to take water (if required). Costs required to obtain the permit and for dewatering operations shall be included in the unit prices bid for other items in the contract. No additional payment will be made for these provisions. The contractor shall submit a dewatering plan prior to any excavation work commencing.

1.31 CLEARING OF TREES AND SHRUBS

All trees or small shrubs within the excavation limits, shall be removed to accommodate the contract work, and disposed of by the contractor. These costs are to be included in the unit prices bid for the excavating/removals item.

1.32 CONCRETE MIX DESIGNS

It is a requirement of this Contract that Concrete be supplied in accordance with OPSS 1350.04.02.01., "Performance Specification Alternative".

1.33 RELOCATION AND SUPPORT OF EXISTING UTILITIES

The Owner and Engineer do not guarantee the location of any underground utility nor will it pay any penalty if the Contractor accidentally damages any utility. The Contractor is solely responsible for the preservation of all utilities. The Contractor shall preserve all utilities and all damages are solely the Contractor's responsibility.

Any adjustment or relocation of gas, water, telephone, communication, data or power utilities shall be carried out by others and the Contractor shall have no right of monetary claim for extra delay for interference caused by such adjustment or relocation. Should the Contractor, however, be delayed because of such an adjustment or relocation, he may submit in writing to the Engineer, a request for an extension of time, setting out in detail the reasons for the request. Should the Engineer deem the request well founded and valid, he may grant such an extension.

1.34 EXCAVATING IN THE VICINITY OF HYDRO POLES, BELL POLES AND JOINT USE POLES

General Safety Requirements

Under no circumstances shall an unauthorized person move, support or otherwise contact overhead wires, including low voltage wires, or any other above ground electrical facilities.

The Contractor shall maintain safe distance from all overhead wires based on the Occupational Health and Safety Act's limits of approach.

Support Plan

The Contractor shall provide pole support for any excavation or trench limits that encroach upon a 1.5 metre radius of any Hydro Infrastructure.

Pole support can be achieved in a variety of direct methods depending on the nature of the project and specific site conditions.

If full tension or mechanical weight support is required then a support plan from a Professional Engineer will be required. A Pole Support Plan stamped by a Professional Engineer shall be submitted to the Contract Administrator and Hydro One for review and approval at least two weeks in advance of the required date of support. The poles shall be supported until all trenching and backfilling has been completed in the vicinity of the pole being supported.

Any additional costs for pole support are deemed to be included in the unit price for the related item and no separate or additional payment will be made for this work.

1.35 MATERIALS TESTING

1.35.1 General

In accordance with the appropriate item specifications and these Special Provisions, the testing of construction materials shall be carried out by the Contractor and those costs for material testing shall be paid for using the material testing cash allowance.

Testing of materials shall be carried out as stipulated in the Contract Documents and Specifications on the following materials;

- i. Aggregates;
- ii. Ready-mix Concrete; and,
- iii. Any other material at the discretion of the Owner.

1.35.2 Dispute Resolution

In the event a dispute arises between the Contractor and Contract Administrator with respect to test results, an independent, properly CCIL certified, third-party laboratory shall be engaged to perform referee testing. In the event results not meeting the specifications are obtained, then the contractor shall be responsible for all costs associated with the referee testing and any corrective work deemed necessary to the satisfaction of the Engineer. In the event the results are found to meet contract specifications, the Owner shall bear the costs of transportation of the material to the referee laboratory and the costs of material testing. The contractor shall have no monetary claim otherwise.

1.35.3 Compaction of Granular Materials

The requirements for compaction testing, sample preparation, and laboratory analysis of granular materials are the responsibility of the Contract Administrator.

Compaction shall be in accordance with OPSS 501, the applicable Item Specifications and Item Special Provisions as amended herein.

The contractor shall provide and deliver a minimum 10kg sample of each granular material to be used on the project a minimum of 2 weeks in advance of placement to the Contract Administrators Material Testing Laboratory for analysis and determination of the Maximum Dry Density (MDD). The sample shall be clearly marked with the type of material, contractor's name, and City of Sault Ste. Marie project name and contract number.

Subsection OPSS.MUNI 501.07.04.01 is deleted in its entirety.

Subsection 501.08.01 is amended by deletion of the second paragraph and the addition of the following;

"Method A shall be used for quality assurance."

Subsection 501.08.02 is deleted in its entirety and replaced with the following;

"The MDD shall be determined using LS-706 or LS-623. Compaction requirements shall be in accordance with Table 1, unless amended on the drawings or specifications. The frequency and location of testing for QA shall be as determined by the Contract Administrator or Engineer."

Table 1 Compaction Requirements

TYPE OF MATERIAL	SPECIFIED COMPACTION
Granular Materials excluding select subgrade (SSM), bedding materials and cover materials	Average > 99% SPMDD with no individual result below 98% SPMDD
Select Subgrade Material (SSM), bedding materials and cover materials	Average > 96% SPMDD with no individual result below 95% SPMDD
Earth Fills and Earth Trench Backfill	Average > 95% SPMDD with no individual result below 94% SPMDD

Subsection 501.08.03.03, fourth (4th) paragraph is deleted in its entirety and replaced with the following;

“However, if the lot is rejected based on compaction testing, an investigation and/or subsequent action(s) shall take place at the discretion of the Contract Administrator to resolve or rectify the deficiency. This may include, but is not limited to, any of the following:

- Re-compaction of the lot by the contractor
- Retesting of the lot
- Establishment of a new target density by control strip
- Re-inspection of the gauge or operator or both by the Owner
- Recalibration of the gauges
- Removal of unsuitable materials.”

Subsection 501.08.03.04 - Quality Control Records, is deleted in its entirety.

Subsection 501.08.03.05 - Charges, is deleted in its entirety

1.35.4 Testing of Concrete

The requirements for testing, sample preparation and delivery of field cylinder samples are the responsibility of the Contract Administrator with the exception of cylinders prepared for the purposes of testing for early strength and as detailed herein.

All Concrete items shall be as per OPSS.MUNI 1350 based on the Performance Specification Alternative under 1350.04.02.01. The concrete shall meet the requirements as specified by the Design Engineer.

OPSS 1350.08.02.01.02 Quality Assurance Test Reporting is amended by adding the following:

“Quality Assurance (QA) test results shall be made available to the Contractor and concrete supplier when requested in writing.”

The Contractor shall advise the Contract Administrator a minimum of 72 hours in advance of the location and date/time of placement of concrete.

The frequency of QA testing shall be at the sole discretion of the Engineer. A set of cylinders shall consist of 4 concrete cylinders. Two cylinders shall be used for the determination of strength at 28 days. One cylinder shall be used for the determination of strength at 7 days, and one cylinder shall be held in reserve for potential referee testing in the event of a dispute and shall not be used for testing of early strength.

Samples of aggregates, cementing materials, water, chemical admixtures, and air entraining admixtures representative of the materials to be used in the work shall be provided, when requested by the Owner.”

CI 1350.08.02.04.01 is deleted in its entirety and replaced with the following;

“Concrete compressive strength shall be considered acceptable when it meets all of the following:

The average of all groups of 3 consecutive compressive strength tests shall be equal to or greater than the specified strength.

No individual strength test shall be more than 2 MPa below the specified strength.

Unacceptable concrete shall be subject to removal and replacement.

The Contractor may submit an alternative in writing for the Owners consideration for unacceptable concrete.”

1.35.5 Independent Laboratory

Independent Laboratory means a third party CCIL certified or AMRL accredited laboratory that is not owned or corporately affiliated with the Contractor or Owner.

OPERATIONAL CONSTRAINTS

Special Provision

SP 2.0 WATERBODY/FISHERIES PROTECTION – GENERAL

All activities, including equipment maintenance and refueling, shall be controlled to prevent entry of petroleum products or other deleterious substances, including any debris, waste, rubble or concrete material, into a waterbody.

Construction material, excess material, construction debris, and empty containers shall be stored away from waterbodies and the banks of waterbodies.

Sediment laden or turbid water generated from activities such as work area dewatering shall be discharged into a proper sediment system for settling and filtration.

In the event that the Owner's Engineer determines that controls are unacceptable, the Contractor shall cease such operations as identified by the Owner's Engineer, which are determined to be causing the entry of deleterious material to waterbodies. Such operations shall remain suspended until otherwise directed by the Owner's Engineer.

The Contractor's operations shall comply with the timing constraints specified in Table 2-I following:

Table 2-I - In-water Operations Timing Constraints

Location	Timing Constraint Details
Pickereel Creek	No in-water operations permitted from April 1 through to June 16 of any year

These timing constraints apply regardless of timing of contract award.

SP 2.1 WATERBODY/FISHERIES PROTECTION DURING WORK IN WATERBODIES AND ON WATERBODY BANKS

This special provision describes the requirements for waterbody/fisheries protection during work in waterbodies and on waterbodies banks at the locations specified in Table II.

The requirements of this special provision are in addition to those which may be specified elsewhere in the Contract. Where the Contract requires work in waterbodies or on waterbody banks operation of equipment within such areas shall:

- be kept to the minimum necessary to perform the specified work;
- comply with operational constraints that may be specified elsewhere in the Contract;
- otherwise proceed in a continuous fashion so as to minimize the duration of such work.

The work shall comply with the conditions specified in Table 2-II. In addition, the Contractor shall take such measures and provide such protection system or systems to ensure the following:

- water shall be isolated from the work area;
- materials that result from or that are disturbed by the work shall be prevented from entering the open portion of the waterbody.

The protection system or systems shall consist of the following:

- one, or a combination of temporary water passage systems, in compliance with Table II;
- temporary erosion and sedimentation controls to isolate temporary water passage systems from the work area.

Table 2-II - Temporary Diversion Constraints

Waterbody and Location	Details of Temporary Water Passage System(s)			Timing Constraints	
	Diversion Through Temporary Culvert (OPSD 221.030)	Diversion Through Temporary Channel (OPSD 221.030)	Intercept & Temporary Pumping/ Piping (OPSD 221.020)	Maximum Duration of Temporary Water Passage	Permitted Period of Temporary Water Passage
Dayton Road Culvert #20 - Pickerel Creek	Permitted if detailed in approved Dewatering Plan	Permitted if detailed in approved Dewatering Plan	Permitted if detailed in approved Dewatering Plan	40 days	June 21 to March 31
Dayton Road Culvert #21 - Pickerel Creek	Permitted if detailed in approved Dewatering Plan	Permitted if detailed in approved Dewatering Plan	Permitted if detailed in approved Dewatering Plan	40 days	June 21 to March 31

Where water is to be intercepted upstream of the work area and pumped back to the waterbody downstream of the work area, the following shall apply:

- screening shall be provided so as to prevent entry or damage of fish at the water intake;
- discharge shall be directed so as to avoid erosion of the waterbody bed and banks at the water outlet.

The contractor shall submit to the Owner's Engineer written notice a minimum of five (5) working days prior to the date that permission is required to proceed with this work in the form of a Dewatering Plan. In addition to the requirements noted elsewhere in the Contract the plan shall be comprehensive, and shall provide descriptions, working drawings and schedules that detail the sequence of the work required. The Owner's Engineer shall respond within three (3) working days.

Whenever proposals with which the Contractor was permitted to proceed with the work are found by the Owner's Engineer to be ineffective, changes shall immediately be made so as to ensure watercourse/fisheries protection.

SP 2.2 MIGRATORY BIRDS PROTETION – GENERAL

The Contractor shall not destroy active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered the Owner's Engineer must be contacted.

SP 3 - ITEM A-1 MOBILIZATION/DEMobilIZATION

SCOPE

This item is for the mobilization and demobilization to and from the work site.

CONSTRUCTION

The Contractor will mobilize the equipment and materials to the site to allow the completion of the project. At the completion of the project the Contractor will demobilize from the site removing all excess materials and repairing all disturbed areas.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment will be by lump sum. A payment of 60% will be made for mobilization and 40% for demobilization.

BASIS OF PAYMENT

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

SP 4 – ITEM A-2 BONDING

SCOPE

This special provision describes the provision of bonding required for the Contract.

DESCRIPTION

Contractor shall provide bonding from a company lawfully doing business in the Province of Ontario according to the following requirements:

Performance Bond equal to 100% of the Total Contract Price

Material and Labour Bond equal to 50% of the Total Contract Price

Proof of bonding shall be provided to the Owner's Engineer prior to entering into the Contract.

MEASUREMENT FOR PAYMENT

Measurement for payment will be in lump sum. Full payment for this item will be made with the first progress payment.

BASIS OF PAYMENT

Payment at the Contract Price shall include full compensation for all requirements to provide the bonding as stipulated.

SP 5 – ITEM B-7 & C-7 BIAXIAL GEOGRID – PIPE BEDDING

SP 5 – ITEM B-8 & C-8 GEOTEXTILE – PIPE BEDDING

SCOPE

The item is for the supply and placement of Biaxial Geogrid and Geotextile for the stabilization of the pipe bedding.

MATERIALS

Geogrid for pipe bedding stabilization shall equivalent to Terrafix BX2500 Geogrid.

Geotextile for pipe bedding stabilization shall be Non-Woven Class II Heavy Duty Geotextile equivalent to Terrafix 360R. Geotextile shall be placed as shown on contract drawings and shall extend up the vertical face of the excavation to the top of the excavation. Adjacent sections of geotextile shall be overlapped a minimum of 500 mm.

Geotextile fabric shall be placed as smooth as possible on the prepared sub-grade in the direction of the vehicle traffic.

CONSTRUCTION

Geogrid and geotextile shall be placed in areas as specified on the Contract Drawings. The geogrid shall be placed directly on top of the Non-Woven Class II Geotextile. Adjacent sections of geogrid and geotextile shall be overlapped according to the manufacturer's specifications.

Should the geogrid be damaged it shall be repaired by placing a piece of geogrid large enough to cover the damaged section with a minimum 1.0 metre overlap.

MEASUREMENT FOR PAYMENT

Measurement for payment shall be by area, in place, in square metres with no allowance for overlaps.

BASIS OF PAYMENT

Payment at the Contract price for the above tender items shall be full compensation for all labour, equipment and material to do the work. Repairs to the geogrid or geotextile damaged by the Contractor's operations shall be completed at no additional cost to the Owner.

SP 6 – ITEM B-9 & C-9 RECEIVE, ASSEMBLY & INSTALL OF 4.3m SPAN x 2.9m RISE CORRUGATED STEEL MULTI-PLATE ARCH PIPES

SCOPE

This item is for the receiving, handling, storage, assembly and installation of the 4.3m span x 2.9m rise corrugated steel multi-plate arch pipes at both existing Dayton Road crossings (Site #20 and Site #21).

MATERIALS

The 4.3m span x 2.89m rise multi-plate corrugated steel arch pipes are to be supplied by the Owner for use during construction. Delivery of the pipe arches is to be completed by the pipe supplier (A.I.L). Timing of delivery(s) shall be arranged for by the Contractor through communication directly with the supplier. If necessary, due to storage constraints, the Contractor may need to offload the materials prior to the planned installation date and will be responsible for their protection from damage and theft once delivered to the site.

Corrugated steel multi-plate arch pipes are to be supplied with factory applied Polymer Laminated coating which shall be protected during offloading and staging on the construction site.

CONSTRUCTION

Installation of the corrugated steel pipes shall be in accordance with the Contract Documents and A.I.L. approved shop drawings which will be provided by the supplier.

The contractor shall take all reasonable precautions to protect the factory applied polymer coating. Damage to pipe coating shall be repaired as per the supplier's recommendations.

MEASUREMENT FOR PAYMENT

For measurement purposes, a count shall be made of the number of totally assembled installed 4.3m span x 2.89m rise polymer coated steel arch pipes.

BASIS OF THE PAYMENT

Payment at the Contract Price shall be full compensation for all labour, equipment and materials required to receive, assemble and install the corrugated steel multi-plate arch pipes.

SP 7 – PIPE BEDDING & ENGINEERED BACKFILL ZONE– GRANULAR “A”

SP 7 – FOUNDATION/TRENCH REINFORCEMENT BACKFILL – GRANULAR “B” – Type II

SP 7 – BACKFILL FOR ROADWAY – GRANULAR “B” – Type I

SCOPE

These items are for placement of bedding and backfill materials for the 4.3m span Multi-Plate Steel Pipe Arch by Atlantic Industries Ltd. This includes the foundation/ trench reinforcement requirements below the corners of the pipe arches. For the Foundation/trench reinforcement item the Contractor shall make provisions within their pricing for the use of an excavator or alternative piece of equipment of sufficient size to complete a plate load test to confirm minimum bearing capacities prior the placement of the granular for the foundation/trench reinforcement zones.

MATERIALS

Bedding and backfill within the Engineered Backfill Zone shall be Granular A according to the O.P.S.S. 1010.

Foundation/Trench Reinforcement Backfill shall be Granular B – Type II as per O.P.S.S. 1010.

Backfill outside the engineered backfill zone or as otherwise acceptable to Atlantic Industries Ltd. shall be Granular “B” - Type I.

CONSTRUCTION

Granular “A” bedding and Granular “B” Modified backfill shall be in accordance with the Contract Drawings. Compaction of Granulars shall be to 100% of the maximum dry proctor and in accordance with O.P.S.S. 421.

MEASUREMENT FOR PAYMENT

Measurement for Payment for the item Pipe Bedding – Granular “A” is by Plan Quantity, as may be revised by Adjusted Plan Quantity, of the volume in cubic metres measured according to the theoretical limits of the bedding.

Measurement for Payment for the item Pipe Backfill – Granular “B” Modified is by Plan Quantity, as may be revised by Adjusted Plan Quantity, of the volume in cubic metres according to the theoretical limits of the backfill

BASIS OF PAYMENT

Payment of the contract prices shall be full compensation for all labour, equipment and materials to complete the work. For the foundation/trench reinforcement items, the stand-by time and use of the Contractors equipment for the plate load testing shall be included in the overall tenderer costs.

SP 8 – ITEM B-8 & C-8 CONCRETE HEADWALLS

SCOPE

This item is for reinforcing steel installation, forming and concrete placement required for the installation of concrete headwalls on each end of the owner supplied 4.3 span x 2.9m rise corrugate multi-plate steel arch pipes.

MATERIALS

Concrete for the item Concrete Collars shall be 35 MPa and conform to the requirements identified on the Contract Documents. Reinforcing Steel shall be Grade 400W.

CONSTRUCTION

Construction to be completed as per O.P.S.S. 904. As part of the work, the Contractor shall:

- submit a mix design to the Owner's Engineer in accordance with O.P.S.S. 904 at least one week prior to the placement of concrete;
- organize and arrange for a Field Testing Technician for each load of concrete to confirm that the concrete meets specifications;
- organize and provide, test cylinders and testing in accordance with O.P.S.S. 904;
- provide a copy of all test cylinder compressive strength results to the Owner's Engineer.

Material Testing shall be organized by the Contractor and invoices for the testing shall be submitted with the monthly progress draw as proof of the expense and such testing expenses will be paid for using the material testing allowance as outlined in the contract documents.

MEASUREMENT FOR PAYMENT

For measurement purposes, a count shall be made of the number of concrete headwalls installed.

BASIS FOR PAYMENT

Payment at the contract price for the item Concrete Headwalls shall be full compensation for all labour and materials to:

- install owner supplied 19 mm \emptyset x 152 mm x 305 mm hook anchors at 488mm spacings along the bottom edge of the corrugated steel arch pipes to connect the arch to the concrete headwalls;
- supply and place reinforcing steel as specified in contract documents;
- supply, form and place concrete required for concrete collars.

SP 9 - GEOMEMBRANE & SUBDRAIN INSTALLATION OVER CULVERTS (PROVIISONAL)

SCOPE

This specification covers the requirements for the supply, placement, seaming, and protection, of a geomembrane which is to be installed over culverts within roadway embankments.

DESIGN AND SUBMISSION REQUIREMENTS

Submission Requirements

The Contractor shall submit:

- Manufacturer's product data sheets
- Certificates of compliance for geomembrane and geotextile

MATERIALS

Geomembrane shall be:

- Type: HDPE
- Minimum thickness: 1.5 mm
- Conforming to OPSS 1860 and the following:

Property	Requirement
Tensile Strength (ASTM D638)	As per manufacturer
Puncture Resistance (ASTM D4833)	≥ 400 N
UV Resistance (ASTM D4355)	≥ 70% retained strength

Geotextile Protection Layer

- Nonwoven geotextile
- Minimum mass: 300 g/m²
- Conforming to OPSS 1860

Geomembrane Placement

- Geomembrane shall be placed without wrinkles or folds
- Installation shall not proceed during precipitation or high winds
- Geomembrane shall extend:
 - o Minimum 1.5 m beyond edges of culvert, or as shown in the Contract Documents

- Membrane sheeting shall be oriented to minimize seams over the culvert crown. Any seams shall be overlapped in a downhill manner and folded to interlock the sheets.

Seaming

- Seams shall be made by overlapping and folding the geomembrane twice.
- Minimum seam after folding at the overlap: 100 mm
- Field seams shall be:
 - o Continuous
 - o Free of contaminants

Anchorage

- Geomembrane shall be secured in anchor trenches or by physical stakes along the perimeter:
 - o Minimum depth of anchor trench shall be 500 mm

Protection and Cover

A geotextile protection layer shall be placed above the geomembrane where specified with a minimum cover of 300mm of backfill installed and compacted with light duty machinery prior to any equipment traffic. Equipment shall not operate directly on exposed geomembrane.

MEASUREMENT FOR PAYMENT

Geomembrane shall be measured in square meters of surface area installed, including overlaps and anchorage.

BASIS OF PAYMENT

Payment at the Contract price for:

Item: Geomembrane Over Culvert – m²

Shall include:

- Supply of geomembrane and geotextile
- Placement, seaming, and anchorage
- Supply and install of 100mm (4") diameter subdrain with filter sock and drainage stone completed with daylight into rock protection and galvanized rodent screen on the subdrain outlets at each end.

SP 10 – ITEM D2 ROCK FILL – PIPE ARCH SUBGRADE STABILIZATION

SCOPE

This item is for the supply and placement of rock fill to stabilize the pipe arch subgrade/bedding for the 4.3m span Corrugated Steel Multi-plate Arch Pipes.

MATERIALS

Rock Fill used for pipe subgrade stabilization shall be well graded, fractured rock and shall meet the gradation requirements listed in Table IV below.

Table IV - Gradation Requirements for Rock Fill

Approximate Dimension (mm)	Gradation, percent less than dimension specified
600	100
305	70-90
265	40-55
100	0-15

Note: Approximate dimension of a piece of rock shall be determined using an average of three rectilinear measurements.

CONSTRUCTION

Rock Fill shall be placed and tamped using an excavator at the direction of the Owner’s Engineer to stabilize the pipe bedding subgrade or trench reinforcement areas prior to placement of the geotextile, granular backfill and any geogrid within the bedding granular.

MEASUREMENT FOR PAYMENT

Measurement for Payment for the item Rock Fill – Pipe Subgrade Stabilization will be by cubic metres by truck box method. The contractor will be required to supply tickets in triplicate that will be signed by the owner’s representative on delivery of material.

BASIS OF PAYMENT

Payment of the contract prices shall be full compensation for all labour, equipment and materials to complete the work.

SPECIAL PROVISIONS - SUPPLEMENTARY SPECIFICATIONS TO ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

O.P.S.S. 180 MANAGEMENT AND DISPOSAL OF EXCESS MATERIALS

180.07 CONSTRUCTION

Excavated Material

The Contractor shall be responsible for the management and disposal of excess excavated materials from the site. Contractors may haul clean excavated materials to the Municipal landfill for cell cover and re-use material.

Existing Culvert Removals

The contractor is responsible for the disposal of all existing materials pertaining to the corrugated steel pipe culverts from each of the sites. The culverts may be hauled to the Owners municipal dump and offloaded the notified location for the Owner to recycle, otherwise, salvageable material will become the property of the Contractor.

O.P.S.S. 182 ENVIRONMENTAL PROTECTION IN WATERBODIES

182.04 SUBMISSION AND DESIGN REQUIREMENTS

The Submission and Design Requirements in O.P.S.S. 182.04 are amended by revising ten (10) working days to five (5) working days for submitting written strategy prior to commencement of work. The Owner's Engineer shall respond within three (3) working days.

182.07 CONSTRUCTION

The Contractor shall undertake to put in place measures to control erosion and sediment. The Owner's Engineer has the right to direct the Contractor to put in place additional environmental protection measures at their discretion to control erosion and sediment. Environmental protection measures to be utilized are outlined in O.P.S.S. 805.

No in water work can be carried out in Pickerel Creek between April 1 and June 16.

182.09 MEASUREMENT FOR PAYMENT

There will be no measurement for payment for the item Environmental Control. Payment will be by lump sum.

182.10 BASIS FOR PAYMENT

Payment at the Contract Price shall be full compensation for all labour, equipment and material to complete all the work for environmental control on the project site.

O.P.S.S. 206 GRADING

206.07.03 EARTH EXCAVATION, GRADING

Prior to the placement of the Granulars in grade raise areas the Contractor shall complete foreslope stripping to remove grass and organics from the shoulder and foreslopes.

Earth excavation related to ditching as outlined on the Contract Documents and as directed by the Owner's Engineer shall be included in the item Earth Excavation - Grading

206.07.01.04 EXCAVATED MATERIAL

Where possible, all topsoil and organic materials removed from the disturbed areas shall be stockpiled on the site and re-used as cover material on the side slopes of the roadway beyond the rock protection areas. Any other excess material shall be managed in accordance with O.P.S.S. 180 by disposing of offsite.

206.09 MEASUREMENT FOR PAYMENT

Measurement for the item Earth Excavation - Grading is by Plan Quantity as may be revised by Adjusted Plan Quantity of the volume in cubic metres excavated based on design cross sections provided to the Contractor.

206.10 BASIS OF PAYMENT

Payment at the Contract Price shall be full compensation for all labour, equipment and material to do the work.

O.P.S.S. 314 GRANULAR MATERIALS

314.09 MEASUREMENT FOR PAYMENT

Measurement for payment for Granular "A" and Granular "B" will be by the cubic metre by the End Area Method "in place" based on original ground cross sections and design cross sections.

The work of shoulder stripping shall be included under the Earth Excavation - Grading item for this contract.

314.10 BASIS OF PAYMENT

Payment at the Contract Price shall be full compensation for all labour, equipment and material to do the work.

O.P.S.S. 401 EARTH EXCAVATION FOR CORRUGATED STEEL PIPE

401.07 CONSTRUCTION

Excavation shall be to the widths and depths specified in the Contract Documents unless otherwise defined by the Owner's Engineer.

401.09 MEASUREMENT FOR PAYMENT

There will be no Measurement for Payment for the item Earth Excavation for Corrugated Steel Pipe. Payment will be by the lump sum price bid for the item.

401.10 Basis of Payment

Payment at the Contract Price for the item shall be full compensation for all labour, equipment and material to do the work.

O.P.S.S. 510 REMOVAL

510.07 CONSTRUCTION

Removal of the existing wooden bridge structures shall be according to O.P.S.S. 510.07.02.01. Removal shall include the complete structure including, but not limited to, the existing corrugated steel pipe, and cutoff walls or embedded elements that are attached to the the culvert and all existing shrubs or trees growing above or within the planned excavation and engineered backfill zones.

The contractor shall remove protect and reinstate existing roadside installations including signage, any postal boxes and fencing that will be disturbed by the construction. Removal, protection and reinstatement of the fencing along Dayton Road at Culvert Site #21, as required, to allow for the removal of the existing culvert, installation of any creek diversions or bypass pumping system and the installation of the new 4.3m span corrugated steel multi-plate arch pipes shall be according to O.P.S.S. 510.07.04.01. Once work in the area has been completed the fence will be reinstated at its original location. The Contractor will be responsible for the supply of any and all new materials for reinstatement where materials were damaged during removal and cannot be salvaged.

510.09 MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment for the item Bridge Structure Removal shall be by the lump sum price bid for removal of both the existing Tulloch and Kirby Bridges.

There will be no measurement for payment for the item Remove, Protect and Reinstale Roadside Installations. Payment for the item will be by lump sum price bid.

510.10 BASIS OF PAYMENT

Payment at the lump sum price for the item Bridge Structure Removal shall be full compensation for all labour, equipment and material necessary to do the work.

Payment at the Contract Price shall be full compensation for all labour, equipment and material to complete the work for the removal, protection and reinstatement of roadside installations as required.

O.P.S.S. 511 RIP-RAP

511.05 MATERIALS

Rip-Rap shall be Type R-50 and shall be clean and washed to prevent sedimentation or contaminants from entering the watercourse following construction.

Geotextile for rip rap embankment shall be Non-Woven Class II Heavy Duty Geotextile equivalent to Terrafix 360R.

511.09 MEASUREMENT FOR PAYMENT

Measurement for payment shall be by area, in place, in square metres.

511.10 BASIS OF PAYMENT

Payment at the Contract Price shall be full compensation for all labour, equipment and material necessary to do the work and shall include the supply and installation of Geotextile.

O.P.S.S. 517 DEWATERING OF PIPELINE EXCAVATIONS

517.01 SCOPE

As part of the work for dewatering of the pipeline excavations, the Contractor shall:

- carry out any additional field investigations the Contractor deems necessary in order to develop an appropriate Dewatering Plan for the dewatering system;
- implement the dewatering systems to conduct work in the dry;
- provide temporary bypass for watercourse;
- carry out works necessary for the dewatering system that may include sheet piling, tremie concrete seal, sand bagging, etc.

Fish are resident year round in this waterbody. Whenever a pump is used for dewatering/diversion in an area where there possibly may be fish the pump inlet must be suitable screened (with 30 mm clear stone or equivalent) to prevent impingement or entrainment.

This work includes all installation, modification and removal of the dewatering system and temporary water passage system as outlined in OPERATIONAL CONSTRAINTS: Waterbody/Fisheries Protection During Work in Waterbodies and on Waterbody Banks. All additional excavation and backfill, roadway protection or other temporary works required to provide the temporary bypass shall be included.

The Contractor must satisfy himself with the local conditions and anticipated water flows, level and flow velocity to be met with during construction. He shall make his own estimate of the facilities required and difficulties to be encountered including the subsurface materials and conditions. The estimated peak discharges for the 2 and 5 year flood events are listed in Table 2-III below for reference purposes only.

Table 2-III - Pickerel Creek Estimated Flood Discharges

Flood Event	Estimated Discharge
2-year	Q2=5.5m ³ /s
5-year	Q5=8.0m ³ /s

No in water work can be carried out in Pickerel Creek between April 1 and June 15th.

517.04 SUBMISSION AND DESIGN REQUIREMENTS

The Contractor is required to submit a Dewatering Plan for dewatering of the work site as well as the proposed diversion of the creek flow around the individual work areas. The plan shall include measures to control erosion and mitigate the release of sediment into the creek. The plan shall be submitted a minimum of five (5) working days prior to commencement of work. The Owner's Engineer shall respond within two (2) working days to the submission.

517.07 CONSTRUCTION

The Contractor shall construct cofferdams, diversion channels and temporary culverts as necessary to divert creek flow around the site.

517.09 MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment will be by the lump sum price bid for the item Dewatering of Pipeline Excavations.

517.10 BASIS OF PAYMENT

Payment at the Contract Price shall be full compensation for all labour, equipment and material to do the work.

O.P.S.S. 706 TRAFFIC CONTROL SIGNING

706.02 REFERENCES

Reference to MUTCD shall be revised to the appropriate book of the Ontario Traffic Manual.

706.07 CONSTRUCTION

The Contractor shall in addition to the requirements outlined in O.P.S.S. 706 provide the following:

For Site #20 - "Local Traffic Only" sign at the intersection of Dayton Road and Cullis Road & Dayton Road and Pioneer Road north of the crossings.

For Site #20 - "Dayton Road from Maple Ridge Road to Cullis Road Closed to Thru Traffic. Detour via Maple Ridge & Townline Road" signs at both of the immediate intersections of Dayton Road north and south of the project site.

For Site #21 - "Local Traffic Only" signs at the intersection of Dayton Road and Maple Ridge Road & Dayton Road and Pioneer Road south/west of the crossings.

For Site #21 - "Dayton Road from Dayton Station Road to Pioneer Road Closed to Thru Traffic. Detour via Pioneer Road" signs at both of the intersections of Dayton Road and Pioneer Road, one being located 2 km north of the site and the one located 5 km southeast of the site.

Generally, barricades shall be installed immediately at the work site to prevent vehicles from entering the construction zone. Adequate visibility & signage for overnight work zone shutdowns shall be erected to prevent the general public from entering the construction zone.

O.P.S.S. 721 STEEL BEAM GUIDE RAIL

721.05 MATERIALS

Steel beam guide rail installation shall include steel posts and plastic offset blocks. The long span treatment of the guiderail overtop of the culvert shall be in accordance with OPSD 912.246.

721.07 CONSTRUCTION

Steel beam guide rail mounting height, measured vertically from the top of the steel beam guide rail, shall be between 685 to 735 mm upon completion of work.

721.10 BASIS OF PAYMENT

Payment at the Contract price for the item Steel Beam Guide Rail shall be full compensation for all labour, equipment and material to do the work and shall include supply and installation of all materials required to complete the installation.

O.P.S.S. 732 EXTRUDER TERMINAL SYSTEM

732.05 MATERIALS

Extruder terminal system shall include steel posts, impact head and any other anchor rails or components as required as part of the MASH SOFTSTOP terminal system.

721.10 BASIS OF PAYMENT

Payment at the Contract price for the item Extruder Terminal System shall be full compensation for all labour, equipment and material to do the work and shall include supply and installation all specified signage and markers.

O.P.S.S. 802 TOPSOIL

802.05 MATERIALS

Topsoil shall be imported.

802.07.03 PLACEMENT OF TOPSOIL

Topsoil shall be placed to a uniform depth of 75 mm on disturbed areas outside of any rip-rap or rock protection on the road side slopes as specified in the Contract Documents.

802.09 MEASUREMENT FOR PAYMENT

Measurement for payment placement of the 75 mm depth of topsoil shall be by actual measurement by area in square metres and shall be included in the item Topsoil, Seed and Cover.

802.10 BASIS OF PAYMENT

Payment for topsoil shall be included in the contract price for the item Topsoil, Seed and Cover and shall be full compensation for all labour, equipment and material to do the work

O.P.S.S. 804 SEED AND COVER

804.05 MATERIALS

Permanent seed shall be standard roadside mix. Cover shall be straw mulch.

804.07 CONSTRUCTION

The item Topsoil, Seed and Cover shall include the supply and placement of 75 mm thickness of topsoil as detailed in the Contract Documents and as directed by the Owner's Engineer. On approval of the Owner's Engineer, the Contractor shall have the option of completing seeding by alternate methods provided the required seeding, fertilizer and cover are placed at the rates indicated in the specifications.

804.09 MEASUREMENT FOR PAYMENT

Measurement for payment shall be by actual measurement by area in square metres as outlined in O.P.S.S. 804.09.01.01.

804.10 BASIS OF PAYMENT

Payment at the contract price for the item Topsoil, Seed and Cover shall be full compensation for all labour, equipment and material to do the work and shall include the supply and placement of topsoil.

O.P.S.S. 1010 AGGREGATES – GRANULARS

1010.05 MATERIALS

Granular “B” shall be Type I for Road Construction.

Granular for Corrugated Steel Pipe Arch Bedding shall be Granular “A” and for Engineered Backfill Zones around the Steel Pipe Arch.

Granular for the Foundation/Trench Reinforcement shall be Granular “B” – Type II.

O.P.S.S. 1860 GEOTEXTILES

1860.05 MATERIALS

Geotextile for pipe bedding stabilization and rip rap embankment protection shall be Non-Woven Class II Heavy Duty Geotextile equivalent to Terrafix 360R.

**THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT REPLACEMENTS – SITE #20 & Site #21
CONTRACT 25-1449**

ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS and OPSD)

The following Ontario Provincial Standard Specifications, and those referenced therein, shall apply to the Work of this Contract, unless otherwise indicated in the Special Provisions, Information for Tenderers, General Conditions, Drawings or elsewhere in the Contract Documents. Any reference to the Engineer shall mean TULLOCH Engineering Inc.

The municipal version (MUNI) of OPS Specifications shall apply unless noted otherwise. If the municipal OPS version does not exist then the OPSS Common version shall apply.

OPS Specifications have not been reproduced as part of these Contract Documents but may be reviewed at the Office of the Engineer. It is the Contractor's responsibility to obtain the listed copies of the OPS Specifications. The Specifications with the corresponding revision date listed shall apply.

OPS Specifications and Drawings applicable to this Contract include but are not limited to:

OPS Specifications included in these Documents are:

<u>Spec. No.</u>	<u>Description</u>	<u>Revision Date</u>	
OPSS 100	OPS General Conditions of Contract	Nov.	2024
OPSS 102	Weighing of Materials	Nov.	2018
OPSS 128	Supply of Pre-Qualified Material and Products	April	2006
OPSS 180	General Specification for the Management of Excess Materials	Nov.	2021
OPSS 182	Environmental Protection for Construction in Waterbodies and On Waterbody Banks	Nov.	2021
OPSS 201	Clearing, Close Cut Clearing, Grubbing, and Removal of Surface and Piled Boulders	Apr.	2019
OPSS 206	Grading	Apr.	2019
OPSS 209	Embankments Over Swamps and Compressible Soils	Nov.	2015
OPSS 310	Hot Mix Asphalt	Nov.	2017
OPSS 314	Untreated Subbase, Base, Surface, Shoulder, Selected Subgrade	Nov.	2023
OPSS 491	Preservation, Protection and Reconstruction of Existing Facilities	Nov.	2017
OPSS 492	Site Restoration following Installation of Pipelines, Utilities, and Associated Structures	Nov.	2020
OPSS 510	Removal	Nov.	2018
OPSS 511	Rip-Rap, Rock Protection and Granular Sheeting	Nov.	2019
OPSS 517	Construction Specification for Dewatering	Nov.	2021
OPSS 706	Temporary Traffic Control Devices	Apr.	2018
OPSS 801	Protection of Trees	Nov.	2019
OPSS 802	Topsoil	Nov.	2019
OPSS 804	Seed and Cover	Nov.	2014

For Materials:

OPSS 1001	Aggregates - General	Nov.	2021
OPSS 1002	Aggregates - Concrete	Nov.	2013
OPSS 1004	Aggregates – Miscellaneous	Nov.	2021
OPSS 1005			
OPSS 1301	Material Specification for Cementing Materials	Nov.	2018
OPSS 1302	Material Specification for Water	Nov.	2019

OPSS 1350	Concrete (Materials and Production)	Nov.	2019
OPSS 1860	Geotextiles	Nov.	2018

OPSD

OPSD 219.110	Light-Duty Silt Fence Barrier	Nov.	2021
OPSD 219.260	Turbidity Curtain	Nov.	2015
OPSD 219.261	Turbidity Curtain, Seam Detail	Nov.	2015
OPSD 221.010	Temporary Water Passage System, Culvert in Watercourse	Nov.	2021
OPSD 221.020	Temporary Water Passage System, Pumping and Piping	Nov.	2021
OPSD 221.030	Temporary Water Passage System, Temporary Channel or Culvert Outside Watercourse	Nov.	2021
OPSD 912.186	Guide Rail System, Steel Beam, Type M20, Adjacent to 2H:1V Slope, Installation, Rail at Shoulder	Nov.	2016
OPSD 912.255	Guide Rail System, Steel Beam, Type M20 and M30 Leaving End Treatment	Nov.	2024
OPSD 922.165	Energy Attenuator, End Treatment, Steel Beam Energy Attenuating Terminal (SBEAT), MASH SoftStop Terminal System, Installation	Nov.	2022

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES
DAYTON ROAD CULVERT REPLACEMENTS – SITE #20 & #21
CONTRACT 25-1449
SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT

The Ontario Provincial Standard Specifications (OPSS) MUNI - General Conditions of Contract, November, 2024 are modified as follows:

SECTION GC 1 – INTERPRETATION

GC 1.04 – Definitions

The definitions of “Controlling Operation”, “Subcontractor” and “Substantial Performance” in **Subsection GC1.04** are deleted and replaced by the following:

“Controlling Operation” means any component of the work, as determined by the Contract Administrator, which, if delayed, will delay the completion of the works.

“Subcontractor” means a person, firm, or corporation undertaking execution of a part of the work by virtue of an agreement with the Contractor which has been approved by the Owner.

“Substantial Performance” has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30, as amended, and when the Work or a substantial part thereof has passed inspection and testing and is ready for use or is being used for the intended purposes. Work contractually deferred to the next season shall not be included in the dollar value calculation for Substantial Performance outlined in the Act. A separate certificate of substantial performance will be issued for the deferred work.

Subsection GC 1.04 is amended by the addition of the following:

“Commercial Source” means a place where aggregate or a product containing aggregate is available for sale.

“Delineator” means a TC-52 Construction marker as described in the Ontario Traffic Manual.

“Provide” means supply labour, materials, equipment, handling and cartage required for the complete installation of the item concerned.

Section GC1 is modified by the addition of the following:

GC 1.08 – Liens

- .01 A lien is preserved when the claimant has given the Clerk of the municipality a copy of the Claim for Lien, together with an Affidavit of Verification within the timeframe detailed in Section 34 of the Construction Act.

- .02 A preserved lien is perfected when the claimant commences an action in the courts to enforce the lien prior to the end of the period specified in Section 36 of the Construction Act.

SECTION GC 2 – CONTRACT DOCUMENTS

Subsection GC 2.01 is deleted and replaced by the following:

GC 2.01 – Reliance on Contract Documents

- .01 The owner warrants that to the best of his knowledge, the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions.
- (a) No warranty is provided or implied as to the location of underground utilities which may affect the Work. Although every effort has been made in the preparation of Contract Drawings to accurately detail the locations of underground utilities, it is the Contractor's responsibility to obtain locates of all underground utilities from the responsible authority and to satisfy himself as to their location and the extent to which they may affect the Work.
 - (b) The Owner does not warrant interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, whether or not such report is included as part of the Contract Documents; and,
 - (c) Other information specifically excluded from this warranty.

SECTION GC 3 – ADMINISTRATION OF THE CONTRACT

GC 3.01 is amended by the addition of the following:

- .18 Orders given by the Contract Administrator relating to the quality of material or workmanship or in respect to safety or public convenience must be obeyed by the Contractor without delay.
- .19 The Contractor shall not backfill or otherwise cover up any work without either having it inspected and approved by the Contract Administrator or first notifying the Contract Administrator, in a manner approved or as directed by the Contract Administrator, that the work is ready to be covered up and allowing the Contract Administrator reasonable notice and opportunity for carrying out an inspection. The Contractor shall uncover or open up any work, other than in accordance with the foregoing, if ordered by the Contract Administrator, for inspection and, as directed by and to the satisfaction of the Contract Administrator, make good again all openings, excavations and disturbances of any property, real or personal, resulting therefrom, all at the Contractor's expense; but if the Contractor has backfilled or otherwise covered up any work in accordance with the foregoing, the cost of any uncovering or opening up and making good shall be borne as provided for in the Contract.
- .20 No approval by the Contract Administrator or failure of the Contract Administrator to carry out an inspection shall relieve the Contractor of any of his obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every

case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time, as provided for in the Contract.

- .21 If, in addition to the inspection provided by the Contract Administrator, the Contractor is required by the Contract, by law, by local by-law, or by the Contract Administrator to have any part of the works inspected by others, give the Contract Administrator and the other concerned authority reasonable notice of the time and date proposed for the additional inspection.
- .22 The Contract Administrator may order the work to proceed on a two or three eight-hour shift basis if he deems this necessary to speed up the work, or he may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Contract Administrator. Whenever, in the judgement of the Contract Administrator, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work at night, or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.

GC 3.02 –Working Drawings

Subsection GC 3.02, paragraph .03 is deleted and replaced by the following:

- .03 The Contract Administrator will endeavor to review and return Working Drawings within 10 calendar days of receipt. The Contractor shall take this review period into account in his scheduling of the work and shall not be entitled to any extension of Contract Time provided the stipulated review period is not exceeded.

Subsection GC 3.02 is amended by the addition of the following:

- .08 For the portions of the work to be done under this Contract where Working Drawings are to be supplied by the Contractor, six (6) copies of same, together with specifications, plus such additional copies as the Contractor and his subcontractors may require, shall be submitted to the Contract Administrator for review.

The Contractor or his Subcontractor shall check and initial all Working Drawings before submission to the Contract Administrator so as to intercept and correct any errors or omissions. Working Drawings will not be reviewed by the Contract Administrator unless they have been previously checked by the Contractor.

The review by the Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Contract Administrator approves the detail design inherent in the Working Drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the Working Drawings or of his responsibility for meeting all requirements of the contract documents.

GC 3.07 – Delays

GC 3.07 is deleted and replaced by the following:

.01 If the Contractor is delayed in the performance of the Work by:

- a) war, blockades or civil commotions; or
- b) a “Stop Work Order’ issued by a court or public authority, provided that such order was not issued as a result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly; or
- c) the Contract Administrator giving notice under Subsection GC7.09, Suspension of Work; or
- d) abnormal inclement weather; or
- e) archaeological finds in accordance with subsection GC3.15, Archaeological Finds;

then the Contractor will be entitled to an extension of Contract Time, as approved by the Contract Administrator for a period of time equal to the length of the delay and granted in accordance with Subsection GC 3.06, Extension of Contract Time. The Contractor shall not be entitled to claim for additional reimbursement by the Owner for costs incurred by the Contractor as a result of delay attributable to any of the above factors. In the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor’s application submit evidence from Environment Canada in support of such application.

.02 If the Contractor is delayed in the performance of the work by:

- a) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as a result of such delay, as approved by the Contract Administrator. Extension of Contract Time will be considered in accordance with Subsection 3.06, Extension of Contract Time. Notwithstanding the foregoing, it is the contractor’s responsibility to mitigate the effect of a potential delay by re-deploying his forces and equipment to perform other contract work that can reasonably be completed during a delay.

.03 If the Work is delayed by labour disputes, strikes or lockouts—including lockouts decreed or recommended to its members by a recognized contractor’s association of which the Contractor is a member or to which the Contractor is otherwise bound – which are beyond the Contractor’s control, then the Contract Time shall be extended in accordance with Subsection GC 3.06, Extension of Contract Time. In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions of the Owner.

- .04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and the Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC3.13, Claims, Negotiations, Mediation.

SECTION GC 5 – MATERIAL

GC 5.02 – Quality of Material

Subsection GC 5.02 is amended by the addition of the following:

- .10 Prior to the commencement of Work and during the course of any such Work requiring the use of products controlled under the Workplace Hazardous Material Information System (WHMIS), the Contractor shall maintain on-site and shall provide to the Contract Administrator if requested, Material Safety Data Sheets for those products. All containers used in the application of products controlled under WHMIS shall be labelled.
- .11 When requested by the Contract Administrator, the Contractor shall submit certified copies of tests upon materials to be used in the construction of the Work, indicating that the materials comply with the Specifications. Have an approved testing laboratory make such tests at no expense to the Owner.

SECTION GC 7 – CONTRACTOR’S RESPONSIBILITIES AND CONTROL OF THE WORK

GC 7.01 – General

Subsection GC 7.01.04.02 is deleted and replaced by the following:

- .02 The Contractor shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting. The Owner is not responsible for on-site health and safety and that remains the responsibility of the Contractor. The Owner will be responsible for the health and safety of its own quality assurance people that attend on site to review that work is progressing as per the contract. While on site, quality control people will not have any supervisory role for other workers on the contractor's site.

Should the contractor deviate from their health and safety policy and program and such deviation result in additional expenses to the project, the Contractor shall fully indemnify and hold the Owner harmless from additional expenses, legal cost or fines.

Subsection GC 7.01.04.05 is amended by the addition of the following:

- .05 The Owner shall have no other control or administration of the project except for those activities specifically stated to the those of the Owner or the Owner's employees.

Subsection GC 7.01.04 is amended by the addition of the following:

- .06 All items of plant or mechanical equipment used during the course of construction or provided under the terms of the contract, shall meet all the requirements of the Ontario Ministry of Labour. Provide certificates of inspection by authorized inspectors of that Ministry upon being requested to do so by the Contract Administrator.

Subsection GC 7.01.05 is amended by the addition of the following:

- .03 Any changes in these representatives shall be approved in advance by the Contract Administrator. Seven (7) days notice of such a change shall be provided.

Subsection GC 7.01.07 is amended by the addition of the following:

- .04 The Contractor shall use extra forces and equipment, or revise the method of operation when the progress of work is not sufficient to meet the project schedule.

Contractor shall review the schedule at the end of each month and advise the Contract Administrator of any changes that are required and the reasons for the proposed changes.

The Contractor shall commence work within ten (10) days of receiving written notification to proceed from the Contract Administrator and shall work continuously without delay in an orderly and expeditious manner. The Contract Administrator reserves the right to order specific work to be completed at times other than shown in the schedule, if, in his opinion, this action is necessary.

- .05 Before commencing the Contract, give written notice to the Contract Administrator for review of the hours proposed for work. During the progress of the work, submit written requests to the Contract Administrator, for review, at least seven (7) days in advance of any intended changes in working hours.

Subsection GC 7.01.09 is amended by the addition of the following:

- .03 The Owner will not be responsible for any damage done to the underground utilities by the Contractor's forces during construction, nor any damage done to the service connections.
- .04 The Contractor shall attend such meetings with the Contract Administrator and the utility authorities as may be required by the Contract Administrator to ensure coordination of activities among the Contractor and the utility authorities for each utility affected by the Contract.
- .05 Any shoring or sheeting required for roadway protection or for protection of watermain, sewers, gas mains, Hydro or Bell poles, or any other utility or structure, is the responsibility of the Contractor and no separate payment will be made.

Subsection GC 7.01 is amended by the addition of the following sub-section:

GC 7.01.10 Meetings

- .01 The Contractor shall attend any and all project meetings scheduled by the Contract Administrator. A pre-construction meeting will be scheduled by the Contract Administrator, notice and location of which will be given in writing at least two days before the date of the meeting, the purposes of which will be to identify and introduce personnel, discuss communication requirements among parties, discuss Contract procedures and processing of field instructions, submissions, change orders and payment applications, and any other matters that may arise with any of the parties. This meeting should be attended by the Contractor's Superintendent, the Resident Inspector, a representative of the Owner and any others that may be appropriate.

Progress meetings will be scheduled throughout the duration of the work. The same parties attending the pre-construction meeting shall attend progress meetings. The Contractor's representative(s) shall be thoroughly informed and knowledgeable with respect to the proposed topics of discussion and authorized to act and make commitments with respect to matters agreed to at the meeting.

Subsection GC 7.01 is amended by the addition of the subsection:

GC 7.01.11 Temporary Facilities

- .01 Provide all temporary telephone, water, power and light required during construction, making all necessary applications, obtaining all permits and paying all fees and charges for service and use.

Provide and erect temporary fencing where directed by the Contract Administrator.

Upon completion of the Contract, remove all temporary facilities.

GC 7.02 – Monuments and Layout

Subsection GC 7.02 is deleted in its entirety and replaced by the following:

- .01 The Contract Administrator will provide the Contractor in writing with benchmarks and points of reference to be used by him in setting out the works. All elevations indicated on Contract Drawings are referred to datum of Geodetic Survey of Canada and to benchmarks established at or near the site of the work. The Owner will be responsible only for the correctness of the information so supplied. From these points of reference, the Contractor will do his own setting out. The setting out by the Contractor shall include, but shall not be limited to the preparation of grades sheets, the installation of centerline stakes, grade stakes, and offsets and the costs shall be borne by the Contractor.
- .02 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith. The Contractor

- shall not be responsible for the correctness of the information supplied by the Contract Administrator as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Contract Administrator, unless such error is based on incorrect data supplied in writing by the Contract Administrator. The checking of the setting out of any line or level by the Contract Administrator shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, stakes and other things used in setting out the works.
- .03 Prior to commencement of construction, the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.
 - .04 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at no extra cost to the Owner.
 - .05 The Contractor shall provide qualified personnel to lay-out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
 - .06 The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.
 - .07 All stakes, marks and reference points provided by the Contract Administrator shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points will be replaced by the Contractor at no extra cost to the Owner.
 - .08 The Contract Administrator will provide grading templates for reference by the Contractor in establishing the grading cross-sections. It will be the Contractor's responsibility to review and check the templates to identify any errors or discrepancies prior to commencement of the work. The Contractor shall notify the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Owner. The templates contain all necessary information relating to distance and elevation for each station necessary for the construction of the Work.
 - .09 The Contractor shall supply the Owner with all as-constructed horizontal and vertical data related to the layout of the Work before final completion.
 - .10 The Contractor shall advise the Contract Administrator of the intended layout schedule each week by identifying the survey activities planned for the following week, including any miscellaneous surveying items.
 - .11 For the grading layout, stakes 25 x 50 x 600mm, minimum, shall be installed left and right of centerline at or near the right-of-way limits and in the areas where additional staking is required,

such as intersections, bridges and on horizontal and vertical curves. Staking intervals shall be as specified under the Layout interval Table 1. The only data to be shown on these stakes shall consist of profile grade, off-set distance from centre-line, and the station location. The Contractor shall erect butterfly rods, or batter boards at grade stake locations.

- . 12 The Contractor shall provide a complete set of off-set stakes with finished grade and stations for the following components of the Work:
 - a) Miscellaneous Items: sidewalk, curb and gutter, slope paving, structures, fencing, noise barriers, lighting, guide rail barriers, rip-rap, and similar items, as required by the Owner.
- .13 The Contractor shall notify the Contract Administrator when the subgrade is completed. A subgrade cross-section will be obtained by the Contract Administrator and the grade accepted if construction is within the allowable tolerances. No granular material shall be placed until the subgrade is accepted.

TABLE #1
LAYOUT INTERVALS AND MEASUREMENT ACCURACY
FOR CONSTRUCTION SURVEY - LAYOUT

ACTIVITY	INTERVAL	MEASUREMENT ACCURACY	REMARKS
Layout <ul style="list-style-type: none"> • Rock • Earth 	10m 25m		With the exception of plus sections, layout is normally at the same interval as the cross-sections/grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered.
Maximum setting structure footing grade	10m		
Structure grades to be set to		1 mm	
Adjustment to slope stake distances to allow for grubbing losses		300 mm	
Set grades for earth grading to the nearest		10 mm	
Set grades for granular to the nearest		5 mm	
Layout stake offset for curb and gutter			2 m but may be varied to suit conditions
Stake layout for curb and gutter	10 m		May be necessary to reduce for very sharp curves
Set curb and gutter grades to the nearest		1 mm	
Staking maximum for layout of a radius (intersections)	3m		2 m offset
Layout stake offset for concrete pavement			
Concrete pavement grades to be set to		1 mm	

GC 7.03 – Working Area

Subsection GC 7.03 is amended by the addition of the following:

- .06 Provide and maintain in a clean condition, a suitable and convenient privy or water closet accommodation for his workers.
- .07 The location of all temporary buildings used for construction purposes must be approved by the Contract Administrator before erection work commences. Temporary buildings must be kept clean and free from nuisances so as not to be objectionable to the adjoining properties.
- .08 Because other Contracts may be awarded by the Owner for work to be done adjacent to and/or within the limits of construction shown on the Contact Drawings, cooperate and make suitable working arrangements with other Contractor(s). The Contractor shall coordinate his work with other Contractors to ensure his work does not overlap in time or location. When work is being completed within or adjacent to the Contract Limits by another Contractor, the Contractor for this Contract must vacate an area within a 50-metre radius of the actual work location. In the event that the Contractors are unable to reach a satisfactory working agreement, the Contract Administrator will determine coordination and execution of the work. Do not undertake any part of work without permission of the Contract Administrator.
- .09 Establish and maintain site procedures such that the noise level from construction areas is minimized by using vehicles and equipment with efficient muffling devices and providing or using devices that minimize the noise level in the construction area. Control noise level in accordance with local by-laws.
- .10 The Contractor shall take such steps as may be required to prevent dust nuisance resulting from the 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. The application of water and calcium chloride for dust control shall be the Contractors responsibility whenever directed by the Contract Administrator or when a dust nuisance occurs. Care shall be taken to minimize the use of calcium chloride near water courses or agricultural lands.

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.

Transport dusty materials in covered haulage vehicles and keep public roadways clean and free of mud.

All costs incurred in providing dust control as stipulated herein shall be included in the unit prices bid in the contract and no separate payment shall be considered unless a separate tender item is included in the Contract, in which case payment shall be made under the applicable tender item.

- .11 Afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or works or property, on, along, or near the line of the works, or in their vicinity. Notify all such parties before interfering with any of their property, rights or privileges

and work in harmony with them. Notify the Contract Administrator in writing of any difficulty that arises in dealings with such parties. Where necessary, the Contract Administrator will issue instructions in order to resolve any difficulties, in which case, the Contractor shall abide by and follow the direction of the Contract Administrator.

- .12 The Contractor shall ensure that during night work, if night work is approved by the Contract Administrator in writing, the site of the Work will be adequately flood lighted to the satisfaction of the Contract Administrator for work operations, inspections, and advance warning to traffic.

GC 7.06 – Maintaining Roads and Detours

Subsection GC 7.06 is amended by the addition of the following:

- .12 During construction, keep pavement surfaces adjacent to and within the work area, clean, temporary road surfaces over backfilled excavations free from potholes and maintain all surfaces in good condition.

GC 7.07 – Access to Properties Adjoining the Work and Interruption of Utility Services

Subsection GC 7.07 is amended by the addition of the following

- .04 Carry out the work without interference with the rights of citizens living nearby or in any way causing damage, deterioration or discoloration to residences or other buildings.
- .05 Where necessary for access, provide and maintain suitable, safe, temporary roads, walkways and bridges. Remove temporary access facilities and restore disturbed areas, after the Work of the Contract has been completed and at no additional cost to the Owner.
- .06 The Contractor shall confine his operations within the municipal rights-of-way within the Contract limits, unless specifically permitted otherwise. Do not enter upon or occupy with workers, tools or materials of any nature any lands outside the contract limits shown in the drawings herein, unless consent has been given in writing by the property owner. A signed copy of the Consent shall be furnished to the Contract Administrator.
- .07 Provide and maintain emergency access for fire trucks, ambulances, police vehicles and other vehicles for emergency services at all times.

GC 7.12 – Environmental Incident Management under Legislation Protecting the Environment and Natural Resources

Subsection GC 7.12 is amended by the addition of the following:

- .06 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. 1990, Chapter E.19. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

GC 7.13 – Obstructions

Paragraph GC 7.13.02 is deleted in its entirety.

GC 7.14 – Limitations of Operations

Subsection GC 7.14.01 is deleted and replaced with the following:

- .01 Except for such Work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the contractor shall not carry out operations under the Contract on Sundays and any holidays recognized by the Owner without permission in writing from the Contract Administrator. In case the Contractor desires to work on any such holiday, notify the Contract Administrator in writing to that effect at least four (4) days in advance of such holidays, stating those places where the said work will be conducted. If the Contractor fails to give such notice in advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an engineer or inspector is to be done by the Contractor on such a holiday.

GC 7.16 – Warranty

Subsection GC 7.16 is deleted and replaced with the following:

- .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.
- .02 Subject to the previous paragraph, the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,
 - a) Prior to and during the period of 12 months from the date of Final Completion of the Work, as set out in the Certificate of Final Completion
 - b) Where the work is completed after the date of Final Completion, 12 months after Completion of the Work,
 - c) Such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

- .03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of GC 7.16.02

GC 7.18 – Drainage

Subsection GC 7.18 is amended by the addition of the following:

- .02 The Contractor shall keep all portions of his work properly and efficiently drained during construction and until completion, and be responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the work, or which any operations may cause to flow elsewhere. Dewater all work sites and excavations as necessary or as directed to enable the works to be constructed in a water-free condition. The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of the works.

Subsection GC 7 is amended by the addition of the following Subsections:

GC 7.19 – General Maintenance and Protection of the Working Area

- .01 Review in detail the proposed construction in order to plan access routes and fueling and maintenance areas. Do not refuel or maintain equipment adjacent to or in watercourses nor refuel within 50 metres of watercourses unless non-spill facilities are used. Fueling and maintenance areas shall be approved by the Contract Administrator.
- .02 Do not clean equipment in streams or lakes, nor in locations where debris can gain access to sewers or watercourses. Clean construction equipment before entering onto roadways.
- .03 Submit procedures, and be prepared at all times for interception, rapid clean-up and disposal of any spillage that may occur, whether on land or water. Submit such procedures to the Contract Administrator before commencing work. Keep all materials required for clean-up of spills readily accessible on site. Immediately report any spills causing damage to the environment to the Ministry of the Environment.
- .04 Avoid encroachment on unique natural areas and disturbance of the habitat of rare or endangered species. Protect wetland sites used as feeding or breeding areas by migratory fowls or as habitat for other animals. Schedule construction in sensitive areas so that there will be minimal interference with water uses including fish migration or spawning, or disruption of incubation period of eggs.
- .05 Keep removal of vegetation to a minimum.
- .06 Excavate and stabilize temporary channel beds before diverting flow. Compact, stabilize and rip-rap banks and river beds that have been disturbed or damaged during construction. Where water is discharged, provide splash pads.
- .07 Use straw bales, silt fences and other approved materials to control siltation and sediment transport generated within or adjacent to the Working Area.

GC 7.20 – Accounts Payable

- .01 The Contractor shall pay interest after 60 days on accounts payable to the Owner at the Rate of Interest.

SECTION GC 8 – MEASUREMENT AND PAYMENT

GC 8.02.03 – Advance Payments for Material

Subsection b) of Paragraph .01 in GC 8.02.03 is deleted and replaced by the following:

- .01 b) There will be no advance payment for aggregate materials.

GC 8.02.04.01 – Progress Payment Certificate

Paragraph .04 is deleted and replaced by the following:

- .04 Payment will be made within 30 days of the Cut-off Date provided documentation required from the Contractor including, but not limited to W.S.I.B. Clearance Certificates and any statutory declarations related to payment of accounts, are received within 7 days of the Cut-off Date.

Section GC 8.02.04 is amended by the addition of the following subsection:

GC 8.02.04.13 - Liens

- .01 The Contractor and his surety, executors, administrators, successors and assigns (if assignment is approved as herein provided), and any and all other parties in anyway concerned, shall fully relieve and indemnify the Owner and all its officers, servants and employees from any and all liability or expenses in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or to any attempted attachment for debt, garnishee, process or otherwise. The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns, pursuant to this Contract.

GC 8.02.09 – Liquidated Damages

Subsection GC 8.02.09 is deleted in its entirety and replaced by the following:

GC 8.02.09 – Liquidated Damages

- .01 Should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the Contract Administrator within the time specified in the Contract, or as amended on the written authority of the Contract Administrator, the Contractor shall pay to the Owner the sum of **\$1,500.00** for each calendar day the Work shall remain unfinished after such time.
- .02 Such payments are agreed upon and fixed as Liquidated Damages that the Owner will suffer by reason of delay and default, and not as a penalty. The Owner may deduct and retain the amount

of such Liquidated Damages out of the monies which may be due or become due to the Contractor under the Contract.

Subsection GC 8.02 – Payment is amended by the addition of the following subsection:

GC 8.02.10 – Holdback for Rectification After Acceptance of the Work

- .01 To cover rectification costs during the Warranty Period, the Owner will retain **3%** of the value of Work done. This rectification holdback shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, on each Progress Payment so that by the date of Substantial Performance of the contract, the full value of the required holdback has been retained. This holdback will be retained for the first 12 months of the Warranty Period as defined in Section GC 7.16 – Warranty. Prior to release of the rectification holdback monies, the contractor shall provide to the owner a Bond of the same value as the total rectification holdback as surety to correct warranty deficiencies. The bond shall be in effect until 24 months from the date of final acceptance. Additional monies will be held back as required by Provincial Statutes.

APPENDIX 1

Contract Forms

- **Tenders Submission (to be inserted post award)**
- **Form of Tender Supplemental Information**

FORM OF TENDER

FT.01 TENDER PRICE

- A. Offer by - Contractor –
Address –
City/Province –
Postal Code –
Date -

To the Corporation of the Municipality of Huron Shores

We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents and Drawings, hereby agree to enter into a contract and to perform all the Work in accordance with the Contract Documents and Drawings to the satisfaction of the Engineer for the total tender price of:

_____ (\$ _____)

FT.02 MATERIAL TESTING ALLOWANCE & CONTINGENCIES

- A. We agree that the tender price includes a material testing allowance of \$30,000.00 in total for both of the culvert replacement sites and that no part of this sum shall be expended without submitted invoices from the material testing company/environmental fisheries specialist reporting for the work zone isolation and fish salvage that is expected for each site. At the end of the project any part not so expended shall be deducted from the tender price.
- B. We agree that the tender price includes the contingency sum of \$40,000.00 and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.

FT.03 QUANTITIES

- A. The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on

the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows:
1. The unit prices in the Schedule of Tender Prices shall apply where appropriate.
 2. If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods:
 - (i) The Engineer may ask the Contractor for a quotation for the proposed work.
 - (ii) If the quotation referred to in (i) above is not accepted by the Engineer, payment will be made on a Time and Material Basis according to GC 8.02.04. of the General Conditions.

FT.05 ADDENDA

- A. We agree that we have received addenda ____ to ____ inclusive, and the tender price includes the provisions set out in such addenda.

FT.06 COMMENCEMENT

- A. We agree to commence Work on-site within four (4) weeks of Award of Contract.

FT.07 COMPLETION

- A. We agree to complete all Work on both culvert sites before August 15th, 2026.

FT.08 LIQUIDATED DAMAGES

- A. We agree that in case all Work called for under the Contract is not finished or completed within the Date of Completion specified aforementioned to or as extended in accordance with subsection GC3.07, Extension of Contract Time, of the General Conditions of Contract a loss or damage will be sustained by the Owner. We agree that the Contractor will pay to the Owner the sum of \$1,500.00 as liquidated damages for each and every working day delay in finish the work beyond the date of completion prescribed. We agree 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.

FT.09 SCHEDULE OF PRICES

This Schedule is referred to in Clause FT.03 above.

ITEM NO.	SPEC . NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
General - Common to both Culvert Sites						
A-1	SP	Mobilization/Demobilization	L.S.	1		
A-2	SP	Insurances & Bonding	L.S.	1		
A-3	SP, 706	Traffic Control and Signage	L.S.	1		
A-4	SP	Material Testing Allowance	L.S.	1	\$30,000.00	\$30,000.00
A-5	SP	Contingency	L.S.	1	\$40,000.00	\$40,000.00
					Subtotal Part A	
Site #20						
B-1	SP, 182	Environmental Controls - Sediment & Erosion Control	L.S.	1		
B-2	SP, 401, 403	Earth Excavation for Culvert Removal/New Installation	m ³	978		
B-3	SP, 510	Culvert Removal	m	20		
B-3	SP, 517, 539	Dewatering/Cofferdam & By-pass Channel (as required)	L.S.	1		
B-4	SP, 314, 501, 1010	Granular A - Bedding under Culverts	m ³	55		
B-5	SP, 314, 501, 1010	Trench Reinforcement below arch corners - Granular B - Type II	m ³	45		
B-6	SP, 1860	Geotextile below all Granulars	m ² (P)	350		
B-7	SP, 1860	Geogrid through Bedding Layer	m ² (P)	180		
B-8	SP, 1350, 1440	Reinforced Concrete Headwalls	Each.	2		
B-9	SP, 1801	Culvert Handling, Assembly & Installation	L.S.	1		
B-10	SP, 314, 501, 1010	Granular A inside Engineered Backfill Zones	m ³	525		

B-11	SP, 314, 501, 1010	Granular B - Type I Roadway Backfill outside of Engineered Backfill Zone	m ³	300		
B-12	SP, 314, 501, 1010	Granular A - 150mm depth Finished Roadway	m ³	50		
B-14	SP, 721	Steel Beam Guide Rail	m (P)	102.8		
B-15	SP, 721	Steel Beam Guiderail End Treatments	each	4		
B-16	SP, 511	R50 - Rock Protection (300mm thick) - Culvert Aprons	m ²	43		
B-17	SP, 511	R50 - Rip Rap on Side Slopes over Culvert	m ²	95		
B-18	SP, 802, 804	75 mm Topsoil, Seed and Mulch Cover	m ²	100		
				Subtotal Part B		\$
Site #21						
C-1	SP, 182	Environmental Controls - Sediment & Erosion Control	L.S.	1		
C-2	SP, 401, 403	Earth Excavation for Culvert Removal/New Installation	m ³	950		
C-3	SP, 510	Culvert Removal	m	20		
C-4	SP, 517, 539	Dewatering/Cofferdam & By-pass Channel (as required)	L.S.	1		
C-5	SP, 314, 501, 1010	Granular A - Bedding under Culverts	m ³	55		
C-6	SP, 314, 501, 1010	Trench Reinforcement below arch corners - Granular B - Type II	m ³	45		
C-7	SP, 1860	Geotextile below all Granulars	m ² (P)	350		
C-8	SP, 1860	Geogrid through Bedding Layer	m ² (P)	180		
C-9	SP, 1350, 1440	Reinforced Concrete Headwalls	Each.	2		
C-10	SP, 1801	Culvert Handling, Assembly & Installation	L.S.	1		

C-11	SP, 314, 501, 1010	Granular A inside Engineered Backfill Zones	m ³	495		
C-12	SP, 314, 501, 1010	Granular B - Type I Roadway Backfill outside of Engineered Backfill Zone	m ³	300		
C-13	SP, 314, 501, 1010	Granular A - 150mm depth Finished Roadway	m ³	50		
C-14	SP, 721	Steel Beam Guide Rail	m (P)	102		
C-15	SP, 721	Steel Beam Guiderail End Treatments	each	4		
C-16	SP, 511	R50 - Rock Protection (300mm thick) - Culvert Aprons	m ²	43		
C-17	SP, 511	R50 - Rip Rap on Side Slopes over Culvert	m ²	90		
C-18	SP, 802, 804	75 mm Topsoil, Seed and Mulch Cover	m ²	100		
					Subtotal Part C	\$

PROVISIONAL AND MISCELLANEOUS						
D1	SP, 1860	HDPE 1.5mm Geomembrane over Culvert (incl subdrains)	m ²	150		
D2	SP, 1010	Provisional Item - Rock Fill - Pipe Arch Subbase Stabilization	m ³	60		
D3	SP, 206	Provisional Item - Boulder Removal	m ³	10		
					Subtotal Part D	\$
					CONTRACT VALUE (Sum of Part A + B + C)	\$
					HARMONIZED SALES TAX (13%)	\$
					TOTAL TENDER PRICE	\$

OFFERED ON BEHALF
OF THE CONTRACTOR

COMPANY NAME

SIGNATURE

CONTRACTOR'S SEAL

SIGNATURE

WITNESS

COMPANY STREET ADDRESS

CITY, PROVINCE, POSTAL CODE

DATE OF OFFER

[Note: Contractor to have the necessary signatures to bind the company. If a contractor's seal is used there is no need for the offer to be witnessed. If no contractor's seal is used then a witness seal needed.]

TENDERER'S EXPERIENCE ON SIMILAR PROJECTS

Similar projects where Tenderer acted as prime or subcontractor.

SUBCONTRACTORS TO BE EMPLOYED

TRADE

SUBCONTRACTOR (Name & Address)

VALUE

TENDERER'S STAFF AND EQUIPMENT

STAFF (Please indicate designated on site superintendent)

EQUIPMENT

EQUIPMENT TO BE USED

OWNED OR RENTED

APPENDIX 2

Contract Drawings

