

CONTRACT DOCUMENTS

CONTRACT PWC-2021-13

REHABILITATION OF COUNTY STRUCTURE B002 (BONNECHERE RIVER BRIDGE)

LOCATED 1.1KM SOUTH OF HIGHWAY 60 ON BONNECHERE ROAD

IN THE TOWNSHIP OF ADMASTON/BROMLEY



MAY 2021

CONTRACT REVIEW CHECKLIST
MUNICIPAL CORPORATION OF THE COUNTY OF RENFREW

Guidelines for Tenderers – This is NOT a Contract Document

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

Form of Tender – Part III of the Tender

1. Has your firm's name and address been completed on Page A-9?
2. Has your firm's total Tender price been filled in, in Section FT-4.3 on Page A-10?
 - is it in words?
 - is it in numbers?
 - do the words and the numbers agree?
3. Has the Tender been signed properly?
 - corporation – sign and seal
 - partnership – two partners sign and witness signs
 - sole proprietorship – owner signs and witness signs
4. Has EACH ITEM in the Schedule of Prices been completed?
5. Have the subtotals been entered?
6. Has the total been entered?
7. Does the total in the Schedule of Prices agree with the total in Section FT-4.3?
8. Have any strikeouts or changes been made to the Schedule of Prices?
If so, have they been initialled?

Tender – General

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

CONTRACT REVIEW CHECKLIST
MUNICIPAL CORPORATION OF THE COUNTY OF RENFREW

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

Tender – Submission

- 17. Has the Tender deposit been included?
- 18. Is the Tender deposit for the correct amount?
- 19. If the Tender deposit is a cheque, has it been certified?
- 20. Has an Agreement to Bond been inserted with the Tender?
- 21. Has the Agreement to Bond been completed by the bonding company?
Has it been signed and sealed?
- 22. Has a detailed work schedule been included?
- 23. Does the envelope/email subject line have the Tender Information clearly identified?
Does the label identify your firm's name, address and phone number?
- 24. Is the envelope sealed?

**THE CORPORATION OF THE
COUNTY OF RENFREW
DEPARTMENT OF PUBLIC WORKS & ENGINEERING**

**REHABILITATION OF
COUNTY STRUCTURE B002 (BONNECHERE RIVER BRIDGE)**

LOCATED ON BONNECHERE ROAD

IN THE TOWNSHIP OF ADMASTON/BROMLEY

CONTRACTOR	TENDER
	\$ <small>Includes 13% HST</small>

CONTRACT # PWC-2021-13



REQUEST FOR TENDER

CONTRACT NO. PWC-2021-13

REHABILITATION OF COUNTY STRUCTURE B002 (BONNECHERE RIVER BRIDGE)

As a precaution, due to COVID-19, the County of Renfrew has made arrangements to facilitate the delivery of sealed tenders.

Sealed Tenders for the **Rehabilitation of County Structure B002 (Bonnechere River Bridge) located on Bonnechere Road** in the Township of Admaston/Bromley, on forms supplied by the County of Renfrew Public Works & Engineering (the "Department") must be received by the County of Renfrew by **2:00 p.m.** local time on **Tuesday, May 18, 2021** in one of the following three ways:

- (i) by email to the Public Works & Engineering Department's designated email account for tenders/quotations/proposals: pwtenders@countyofrenfrew.on.ca. The subject line of the email shall clearly indicate the contract number and project.
- (ii) to a secured, locked Drop Box located at the Provincial Offences Administration Office at 7 International Drive, Pembroke, Ontario. The Drop Box is checked by the County of Renfrew on a daily basis and all sealed tenders will be date stamped as they are removed from the Drop Box by the County of Renfrew; or
- (iii) by courier addressed to Lee Perkins, C.E.T., MBA, Director of Public Works and Engineering, Corporation of the County of Renfrew, 7 International Drive, Pembroke, Ontario, K8A 6W5, between 8:00 a.m. and 4:00 p.m., Monday to Friday save that any courier deliveries on the date of the close of tender, being **May 18, 2021**, must be delivered to the aforementioned address by 2:00 p.m. On arrival the courier must call the Main Reception at 613-735-7288. The courier will be met at the front door by a representative of the County of Renfrew who will accept and date stamp the tender package. It is recommended that the sender obtain delivery confirmation of couriered documents. The County of Renfrew will not be responsible for any lost, late, or undelivered tenders.

If a requirement of the tender, a Bid Bond, certified cheque, or bank draft, in favour of and, or payable to the Corporation of the County of Renfrew, in an amount not less than the amount specified in the tender requirements must accompany each tender and the successful bidder will be required to provide a 100% Performance Bond and 50% Materials and Labour Payment Bond, as specified in the tender documents, upon execution of the contract agreement.

Bidders that wish to submit a tender for this contract must register with the Department in order to receive the tender documents and to be eligible to submit a tender. Tenders submitted by unregistered bidders will not be accepted.

Electronic PDF files of the plans, specifications and tender form are free of charge for registered bidders. Hard copy plans, Specifications and Tender forms may be obtained from the Department for a non-refundable fee of **One Hundred (\$100) Dollars**.

A public tender opening will not be held. A video of the opening will be available upon request. Bidders will be notified of the results by e-mail.

Faxed submissions will not be accepted. The lowest or any tender will not necessarily be accepted and the County of Renfrew reserves the right to award any portion of the work or none of the work.

For further information please contact:

Evelyn VanStarkenburg
Administrative Assistant

pwtenders@countyofrenfrew.on.ca

Taylor Hanrath

Acting Manager of Infrastructure

thanrath@countyofrenfrew.on.ca

9 International Drive
Pembroke, ON K8A 6W5
Phone: 613-732-4353 Toll Free: 800-273-0183

CONTENTS

Section A	Tender
Section B	Form of Agreement
Section C	Supplemental General Conditions
Section D	Special Provisions General
Section E	Standard Specifications and Drawings
Section F	Special Provisions - Items
Section G	Appendices

SECTION A
TENDER

INDEX FOR SECTION 'A' – TENDER

PART I	TENDER CALL.....	A-1
PART II	TENDER CONDITIONS	A-2 to A-8
TC-1	Completion and Submission of Tenders	A-2
TC-2	Tender Information Form	A-2 to A-3
TC-3	Tender Deposit.....	A-3
TC-4	Agreement to Bond.....	A-3
TC-5	Addenda	A-3
TC-6	Work Schedule	A-3 to A-4
TC-7	Irregular Tenders.....	A-4
TC-8	Unbalanced Tenders	A-4
TC-9	Collusion.....	A-4
TC-10	Right to Accept or Reject Tenders	A-4 to A-5
TC-11	Contract Documents	A-5
TC-12	Errors, Omissions and Discrepancies in the Contract Documents	A-5
TC-13	Irrevocability of Offer.....	A-5
TC-14	Successful Tenderer-Bonds.....	A-5
TC-15	Successful Tenderer-Workplace Safety & Insurance Board Certificate of Clearance	A-6
TC-16	Successful Tenderer-Occupational Health & Safety	A-6
TC-17	Successful Tenderer-Execution of Form of Agreement.....	A-6
TC-18	Successful Tenderer-Insurance	A-6 to A-7
TC-19	Successful Tenderer-Time for Completion	A-7
TC-20	Successful Tenderer-Liquidated Damages.....	A-7
TC-21	Successful Tenderer-Submission of Documentation	A-7
TC-22	Successful Tenderer-Commencement of the Work	A-8
TC-23	Statutory Holdback	A-8
TC-24	Subcontracting by the Contractor	A-8
TC-25	Registering to Tender.....	A-8
PART III	FORM OF TENDER	A-9 to A-17
FT-1	Contract Documents	A-9
FT-2	Tenderer’s Declarations.....	A-10
FT-3	Schedule of Prices	A-10
FT-4	Tenderer’s Offer.....	A-10
FT-5	Agreement to Bond.....	A-11
FT-6	Occupational Health and Safety Statutory Declaration.....	A-12
FT-7	Accessibility Declaration	A-13
FT-8	Photograph/Video Declaration	A-13
FT-9	List of Subcontractors	A-14
FT-10	Bid Bond Document	A-15- to A-16
FT-11	Tender Information Form	A-17
PART IV	SCHEDULE OF PRICES (Attached as Schedule A).....	1 to 2

PART I **TENDER CALL**

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

Contract Number **PWC-2021-13**

Described as **Rehabilitation of**

County Structure B002 (Bonnechere River Bridge)

Located on Bonnechere Road

In the Township of Admaston/Bromley

Tenders shall be addressed to:

**Lee Perkins, MBA, C.E.T.
Director of Public Works & Engineering
Corporation of the County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5**

(Hereinafter the Corporation)

Tenders shall be received until **2:00 p.m. local time, May 18, 2021**, in the office of the Director of Public Works & Engineering, at the address given above.

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

PART II **TENDER CONDITIONS****TC-1** **Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign the Form of Tender and shall affix the corporate seal and shall sign the Schedule of Prices attached as Schedule "A".
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Corporation:
- (a) the Tender, comprised of the completed tender document; completed schedule of prices and tender information form;
 - (b) the Tender deposit;
 - (c) the Agreement to Bond;
 - (d) all Addenda issued by the Corporation with respect to this; Tender/Contract; and
 - (e) the project schedule.
- 1.7 This document is a Public Tender. The Tenderer is hereby advised that financial and all other pertinent information related to this Contract may be made publicly available by the Corporation.

TC-2 **Tender Information Form**

- 2.1 Tenderer shall submit the Tender on the forms supplied by the Corporation in a sealed envelope or to the Public Works and Engineering designated email account with the contract number and subject clearly indicated. A tender submission without the required tender information form may not be accepted.
- 2.2 All pages of a tender/quotation that require the signature of the bidder or agent of the bidder must be signed in ink by the bidder or agent where the tender/quotation is to be submitted in hard copy paper form, including by fax, where submission by fax is specifically permitted. Where the quotation may be submitted electronically, and the bidder chooses to submit the quotation

electronically, the signature of the bidder or agent of the bidder must be either a hand-written signature in ink or an electronic signature.

TC-3 **Tender Deposit**

3.1 The Tender must be accompanied by a bid bond (see FT-10), certified cheque or bank draft in the amount of Fifteen Thousand Dollars (\$15,000) made payable to the Corporation and must be enclosed in the same envelope as the Tender/or submitted as part of the email submission. The original cheque or bid bond shall be submitted within five (5) business days from the two (2) lowest compliant bidders.

3.2 The Corporation shall not pay interest on Tender deposits.

3.3 The Corporation shall retain the Tender deposit of the two lowest bidders until:

- (a) the successful Tenderer has executed the Form of Agreement in accordance with Sections TC-17 and TC-21 of the Tender; and
- (b) the successful Tenderer has provided all bonding in accordance with Sections TC-14 and TC-21 of the Tender.

3.4 The Corporation shall return the deposit of unsuccessful Tenderers.

3.5 The Corporation reserves the right, at its discretion, to retain the deposit of the successful tenderer, should the successful tenderer fail to execute or complete the contract.

TC-4 **Agreement to Bond**

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

TC-5 **Addenda**

5.1 The Tenderer shall ensure that its name and address for receipt of addenda are included on the Corporation's list of firms to whom addenda to this Contract, if any, are to be sent. Inclusion on the Corporation's list does not absolve the Tenderer of its responsibilities set out in Section TC-11 of the Tender.

TC-6 **Work Schedule**

6.1 At the time of tendering, the Tenderer shall submit with its tender, a detailed work schedule outlining the progression and completion of the work within the time for

completion and schedule specified in this document. The detailed work schedule shall meet the requirements of GC 7.01.

The award of this tender may be subject to the adequacy of the information provided under this tender condition at the discretion of the Corporation.

TC-7 **Irregular Tenders**

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

TC-8 **Unbalanced Tenders**

8.1 The Tenderer shall not submit an unbalanced Tender.

8.2 The Corporation shall have the right to:

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

TC-9 **Collusion**

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

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

TC-10 **Right to Accept or Reject Tenders**

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

- (a) accept any Tender;
- (b) reject any Tender; and
- (c) reject all Tenders.

10.2 Without limiting the generality of Section TC-10.1 the Corporation shall have the right to:

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

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

TC-11 Contract Documents

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

TC-12 Errors, Omissions and Discrepancies in the Contract Documents

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

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

TC-13 Irrevocability of Offer

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

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

TC-14 Successful Tenderer - Bonds

14.1 The successful Tenderer and its surety shall provide:

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

14.2 The surety of the successful Tenderer and the bonds shall be to the satisfaction of the Corporation. The performance bond is to be maintained in good standing until the expiration of the warranty period.

TC-15 **Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance**

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

TC-16 **Successful Tenderer - Occupational Health and Safety**

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

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

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

TC-17 **Successful Tenderer - Execution of Form of Agreement**

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

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

TC-18 **Successful Tenderer - Insurance**

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

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

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

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

The Corporation:

County of Renfrew
Department of Public Works & Engineering
9 International Drive
Pembroke, ON K8A 6W5

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

TC-19 Successful Tenderer - Time for Completion

19.1 The successful Tenderer shall complete the work in accordance with the schedule provided by the County of Renfrew in the Notice to Commence Work. The time allowed for completion of the work shall be September 10, 2021.

19.2 The successful Tenderer shall provide an updated detailed work schedule in accordance with section GC 7.01 and the Supplemental General Conditions of Contract showing completion of all works in accordance with 19.1.

TC-20 Successful Tenderer –Liquidated Damages

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

One Thousand Dollars (\$1,000) per day.

TC-21 Successful Tenderer - Submission of Documentation

21.1 The successful Tenderer shall submit the documentation required by Section TC-14, TC-15, TC-16, TC-17 and TC-18, within seven working days of the day the Corporation notifies the successful Tenderer that the documentation should be sent to the Corporation.

21.2 If the successful Tenderer fails to comply with Section TC-21.1 the Corporation may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Corporation.

TC-22 **Successful Tenderer - Commencement of the Work**

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

TC-23 **Statutory Holdback**

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

The documents may include but are not limited to:

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

TC-24 **Subcontracting by the Contractor**

- 24.1 The contractor may subcontract any part of the work in accordance with **Section GC 3.09, Subcontracting by the Contractor**, of the OPS General Conditions of the Contract. The successful tenderer must submit a list of subcontractors 10 days before the start of construction.
- 24.2 The owner reserves the right to accept or reject the subcontractor at their discretion.

TC-25 **Registering to Tender**

- 25.1 The Tenderer must register with the County of Renfrew Department of Public Works & Engineering to be eligible to receive the tender package and addenda and to submit a tender for this project.

PART III **FORM OF TENDER**

Tender by:

NAME OF TENDERER

ADDRESS OF TENDERER

after this called the Tenderer.

FT-1 **Contract Documents**

1.1 The Contract Documents for Contract Number **PWC-2021-13** are:

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

- (b) Form of Agreement

- (c) General Conditions – Ontario Provincial Standard – General Conditions of Contract OPSS.MUNI 100 Nov. 2019.

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

- (e) Supplementary General Conditions

- (f) Special Provisions – General

- (g) Special Provisions - Item

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

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

FT-2 **Tenderer's Declarations**

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

FT-3 **Schedule of Prices**

- 3.1 The Schedule of Prices attached as Schedule "A" is deemed to be Section FT-3.2 of the Tender and is composed of 2 pages.

FT-4 **Tenderer's Offer**

- 4.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 4.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-3 of the Tender, in accordance with the Contract Documents.
- 4.3 The Tenderer's total Tender price, based on the estimated quantities in the Schedule of Prices including HST, is:

_____ **DOLLARS**

(\$ _____).

This offer is made this _____ day of _____, 2021.

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

Signature of Tenderer

(Print name in full)

**PWC-2021-13
Rehabilitation of
County Structure B002 (Bonnechere River Bridge)
Township of Admaston/Bromley**

FT-5 Agreement to Bond

TO: The Municipal Corporation of the County of Renfrew
 9 International Drive
 Pembroke, ON K8A 6W5

Hereinafter the Corporation:

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

for a Performance Surety totalling One Hundred Percent 100% of the Contract value and 50% of the Contract amount for payment of all labour and conforming to the Instruments of the Contract attached thereto, for the full and due performance of the works shown as described herein, if the Tender for: PWC-2021-13 - Rehabilitation of County Structure B002 (Bonnechere River Bridge) located on Bonnechere Road in the Township of Admaston/Bromley

is accepted by the Corporation.

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

DATED this _____ day of _____, 2021.

Name of Bonding Company

Signature of Authorized Person
Signing for Bonding Company

(Company Seal)

Position

FT-7 **Accessibility Declaration**

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

- a) As employer and as Constructor for this project, I/we agree to remain in compliance with the requirements of the "Accessibility For Ontarians With Disabilities Act, 2005", including Ontario Regulation 191/11 and Ontario Regulation 429/07.
- b) I/We have viewed the County of Renfrew Multi-year Accessibility Plan located at:
<https://www.countyofrenfrew.on.ca/en/county-government/resources/Documents/accessibility-plan.pdf>

Dated at _____ this day of _____, 2021.

(Authorized Signing Officer)

(Title)

FT-8 **Photograph/Video Declaration**

The County of Renfrew or its designate will be taking photos, video, and recordings throughout the construction site, which may be used for contract administration, documentation, and may be used in any and all media produced by the County of Renfrew, including the County of Renfrew's future advertising, publications, and social media feeds.

By submitting this tender/quotation, I/we, on behalf of _____
(legal name of company)

agree that I/we grant the County of Renfrew the right to use our name, photographs, video, and recordings for such purposes as may be deemed appropriate by the Corporation or required by the Municipal Freedom of Information and Protection of Privacy Act. (MFIPPA).

Dated at _____ this day of _____, 2021.

(Authorized Signing Officer)

(Title)

FT-9 **List of Subcontractors**

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

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

FT-10 **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS THAT

as Principal hereinafter called the Principal, and

a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto _____

as Obligee hereinafter called Obligee, in the amount of

_____ Dollars

(\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, this _____ day of _____ 2021, for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then his obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this

_____ day of _____, 2021.

SIGNED AND SEALED

In the presence of

(_____)

Witness to Principal

Principal

(_____)

Surety Company

**Company Name
Return Address
Phone Number**

**Lee Perkins, MBA, C.E.T.
Director of Public Works & Engineering
Corporation of the County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5**

Contract #:	PWC-2021-13 Rehabilitation of County Structure B002 (Bonnechere River Bridge)
Closing Date:	Tuesday, May 18, 2021 at 2:00 p.m.

CONTRACT NUMBER PWC-2021-13
Rehabilitation of County Structure B002 (Bonnechere River Bridge)

ITEM NO.	SPEC NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Rehabilitation of County Structure B002 (Bonnechere Bridge) - Bonnechere River Road						
GENERAL						
1	F-100C-001-PWC-2021-13	Field Office For Contract Administrator (Floor Area 20-34 m2)	week	10		
2	F-100C-003	Sitework	lump sum	1		
3	F-491C-001-PWC-2021-13	Protection of Existing Utilities	lump sum	1		
4	MUNI 805 F-805C-001-PWC-2021-13	Environmental Protection-ESC Plan	lump sum	1		
5	MUNI 805 F-805C-002-PWC-2021-13	Wildlife Exclusion	lump sum	1		
6	MUNI 706 F-706C-001-PWC-2021-13	Traffic Control Plan	lump sum	1		
STRUCTURE						
7	MUNI 510	Removal of Asphalt Pavement from Concrete Surfaces on Structures	square metre	522		
8	PROV 710 710C-006-PWC-2021-13	Pavement Marking Reinstatement	lump sum	1		
9	MUNI 908 F-908C-001-PWC-2021-13	Barrier Wall Railing Anchors	each	10		
10	MUNI 920 F-920C-001-PWC-2021-13	Replace Preformed Seals	lump sum	1		
11	MUNI 928	Concrete Removal-Partial Depth Type A	cubic metre	1		
12	MUNI 928	Concrete Removal-Partial Depth Type C	cubic metre	0.1		
13	MUNI 928	Scarifying	square metre	522		
14	MUNI 929	Abrasive Blast Cleaning of Concrete Surface for Overlay	square metre	522		



County of Renfrew

Department of
Public Works & Engineering
Experience Our History, Share Our Future!

CONTRACT NUMBER PWC-2021-13 Rehabilitation of County Structure B002 (Bonnechere River Bridge)

ITEM NO.	SPEC NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
15	MUNI 929 MUNI 930 F-930C-001-PWC-2021-13	Place Concrete Overlay	cubic metre	32		
16	MUNI 930 F-930C-001-PWC-2021-13	Finish and Cure Concrete Overlay	square metre	522		
17	F-930C-002-PWC-2021-13	Trial Slab	lump sum	1		
18	MUNI 930	Concrete Patch Repairs Unformed	cubic metre	1		
19	MUNI 930	Concrete Patch Repairs Formed	cubic metre	0.2		
LANDSCAPE						
20	MUNI 206	Earth Excavation - Grading	cubic metre	20		
21	MUNI 511 F-511C-001-PWC-2021-13	Rock Protection	cubic metre	20		
22	PROV 802	Topsoil Imported	cubic metre	10		
23	PROV 804	Hydraulic Seed	square metre	100		

Total of Above

13% HST:

Total Tender Amount:

This offer is made this _____ day of _____, 2021.

Name of Contractor

Signature of Tenderer

(Print name in full)

SECTION B
FORM OF AGREEMENT

This Form of Agreement witnesses that a Contract was made as of the _____ day of _____, 2021.

BETWEEN:

(after this called the "Contractor")

AND:

**The Municipal Corporation of the County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5**

(after this called the "Corporation")

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

FA-1 The Contractor shall perform the following work:

Contract Number **PWC-2021-13**

Described as **Rehabilitation of**

County Structure B002 (Bonnechere River Bridge)

located on Bonnechere Road

In the Township of Admaston/Bromley

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

Addendum No. _____ dated _____, 2021.

Addendum No. _____ dated _____, 2021.

Addendum No. _____ dated _____, 2021.

Addendum No. _____ dated _____, 2021.

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

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

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

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

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

CONTRACTOR

Municipal Corporation of the County of Renfrew

DEBBIE ROBINSON, WARDEN

PAUL MOREAU, CAO/CLERK

SECTION C
SUPPLEMENTAL
GENERAL CONDITIONS

INDEX FOR SECTION 'C' – SUPPLEMENTAL GENERAL CONDITIONS

GC 1.0	Interpretation	C-1
GC 2.0	Contract Documents	C-1 to C-2
GC 3.0	Administration of the Contract.....	C-2
GC 4.0	Owner's Responsibilities and Rights.....	C-3 to C-5
GC 5.0	Material.....	C-5 to C-6
GC 6.0	Insurance, Protection, and Damage	C-7 to C-8
GC 7.0	Contractor's Responsibilities and Control of the Work	C-8 to C-13
GC 8.0	Measurement and Payment	C-13 to C-14
	Language of the Contract.....	C-14
	Ownership of Documents	C-14

SECTION GC 1.0 – INTERPRETATION

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

GC 1.02 Abbreviations

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

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

GC 1.04 Definitions

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

Contract Award – The Contract shall be interpreted to be awarded on the date the Contract has been executed by the Warden and Clerk of the County.

Corporation – The Municipal Corporation of the County of Renfrew.

County – The Municipal Corporation of the County of Renfrew.

Council – The Council of the County of Renfrew.

Director – The duly appointed Director of Public Works & Engineering of the County or his designate.

Municipality – The Municipal Corporation of the County of Renfrew.

Operations Committee – The Committee of County Council appointed to oversee the operations of the County of Renfrew Department of Public Works & Engineering.

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

SECTION GC 2.0 – CONTRACT DOCUMENTS

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

GC 2.01 Reliance on Contract Documents

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

- .01 The Contractor also declares that in tendering for the work and in entering into the Contract it did not and does not rely on the accuracy of any geo-technical information provided by the Corporation. The Tenderer acknowledges that all geo-technical information provided by the Corporation is for information only and the Corporation makes no representation or warranty as to the accuracy of the information.
- .02 The Contractor also declares that in tendering for the work and in entering into the Contract it did not and does not rely upon information furnished by the Corporation or any of its servants or agents respecting the location or depth of underground utilities or services or the location of aerial utilities. The Contractor shall not make claim against the Corporation for damages or extra work resulting from the Contractor's reliance upon information furnished by the Corporation or any of its servants or agents respecting the location or depth of underground utilities or services or the location of aerial utilities.
- .03 The Contractor shall review all information provided by the Corporation or any of its servants or agents and shall immediately contact the Director if any of the information provided is not or does not appear to be complete.

SECTION GC 3.0 – ADMINISTRATION OF THE CONTRACT

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

GC 3.01 Contract Administrator's Authority

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

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

GC 3.02 Working Drawings

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

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

SECTION GC 4.0 – OWNER’S RESPONSIBILITIES AND RIGHTS

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

GC 4.01 Working Area

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

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

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

The Contractor shall not operate or place unlicensed vehicles or construction equipment within 3.5 metres of a lane carrying traffic. If, in the sole discretion of the Contract Administrator, it is necessary to operate or place unlicensed vehicles or construction equipment closer than 3.5 metres to a lane carrying traffic, the Contractor shall erect delineators along the edge of the travelled lane in accordance with the Ontario Traffic Manual Book 7.

The Contractor shall not operate tracked vehicles on bridge decks without the prior written approval of the Director of Public Works & Engineering.

GC 4.05 Default by the Contractor

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

- .01 The Corporation may find the Contractor in default of the Contract if the Corporation certifies that sufficient cause exists to justify such action. Such termination of employment may be made:
- a) If the Contractor should be adjudged as bankrupt, or

- b) If he should make a general assignment for the benefit of his creditors, or
- c) If a receiver should be appointed on account of his insolvency, or
- d) If he should take the benefit of any Act relating to insolvent debtors, or
- e) If a winding up order be made against the Contractor, or
- f) If he should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days notice in writing from the Corporation to so do, or
- g) If he should fail to make prompt payment to subcontractors and suppliers, or
- h) If he should persistently disregard laws, ordinances or the instructions of the Corporation, or
- i) If he should otherwise be guilty of substantial violation of the provisions of the Contract.

GC 4.10 Termination of the Contract

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

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

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

GC 4.14 Prosecution of the Contract

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

GC 4.15 Relocation of Utilities

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

SECTION GC 5.0 – MATERIAL

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

GC 5.01 Supply of Material

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

.02 Receipt of Contractor Supplied Materials

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

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

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

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

.03 Testing

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

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

.04 Design of Asphalt and Concrete Mixes

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

GC 5.03 Rejected Material

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

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

SECTION GC 6.0 – INSURANCE, PROTECTION, AND DAMAGE

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

GC 6.01 Protection of Work, Persons, and Property

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

.06 Dust Control

Without limiting the generality of **Subsection GC 6.01**, the Contractor shall prevent excessive amounts of dust from entering the air as a result of the work. The amount of dust which is excessive shall be in the sole discretion of the Contract Administrator. The Contractor shall use wet type blades and grinders with sufficient water to control dust when the work requires the Contractor to saw or grind asphalt or concrete. The Contractor shall pay for all measures taken to control dust except as otherwise provided in the Contract.

.07 Protection of Underground Installations

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

.08 Traffic and Directional Signage

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

.09 Trees and Vegetation

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

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

GC 6.03.02 General Liability Insurance

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

.08 Approval of Insurance

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

.09 Blasting Endorsement

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

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

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

GC 7.01 General

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

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

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

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

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

GC 7.12 Notices by the Contractor

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

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

GC 7.16 Warranty

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

- .01 The Contractor warrants that the work shall, for a period of one (1) year from the date of total performance of the Contract, be free of any defects or deficiencies or both to the satisfaction of the Director of Public Works & Engineering.
- .02 The Contractor shall correct promptly, at its own expense and to the satisfaction of the Director, any defects or deficiencies in the work which appear prior to and during the period of one (1) year from the date of total performance of the work or such longer periods as may be specified for certain products or work. The determination of the existence of a defect or deficiency in the work shall be in the sole discretion of the Director.
- .03 If the Contractor fails to correct the defect or deficiency or both, or fails to correct it promptly, as determined by the Director, the Corporation may correct the defect or deficiency or both. All monies payable to the Corporation by the Contractor under any stipulation herein may be retained out of any monies then due, or which may become due, from the Corporation to the Contractor under this or any other Contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any court of competent jurisdiction, as a debt due to the Corporation and the Director shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to them the advisability of so doing though the sum to be retained may be unascertained.

- .04 The Corporation shall give the Contractor twenty-four (24) hours written notice of its intention to correct the defect or deficiency or both itself prior to the start of the corrective work.

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

GC 7.19 Inspection

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

GC 7.20 Spills and Discharge of Deleterious Materials

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

operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind which results from his construction operations.

- .07 The Contractor shall exercise reasonable care to ensure that sediment run-off does not enter any watercourse. Berms, silt screens and other works shall be constructed as required and at appropriate locations to ensure that turbidity shall be kept to a minimum as determined by the Government authorities and agencies.
- .08 The Contractor shall submit a proposed plan indicating how he intends to provide for securing the site against erosion and river siltation problems for the full duration of the construction period, i.e., from start of construction to final completion.
- .09 The Contractor shall immediately clean up and dispose of any floating debris which accumulates on the water course bed or banks as a result of construction.
- .10 The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out herein.

GC 7.21 Disposal of Surplus Materials

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

GC 7.22 Site Meetings

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

GC 7.23 Contamination of Sub-base

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

GC 7.24 Traffic Control

- .01 The Contractor shall be responsible for the maintenance of signs, delineators, barricades, lanterns and flashing lights at all times. This maintenance shall include a minimum of two

inspections per day of all signs, delineators, barricades, lanterns and flashing lights. These inspections shall occur at least once in the morning and once in the evening.

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

GC 7.25 Cooperation with Utilities and Municipal Authorities

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

GC 7.26 Work Outside Normal Working Hours

- .01 The Contractor shall not work at night, except:
 - a) if the Contractor requests and receives the prior written approval of the Director of Public Works & Engineering to work at night; or
 - b) if the Director directs the Contractor to work at night.
- .02 The term "night" shall be defined as any time between the hours of 7:00 p.m. and 7:00 a.m. for the purposes of the Contract. The Contractor shall not make any claim for extra compensation for work done at night.
- .03 The Contractor shall, as far as is practicable, refrain from working on a day which is not a working day. If the Contractor intends to work on a day which is not a working day the Contractor shall give the Contract Administrator written request of this intention at least four (4) working days before that day. The notice shall state the date and place of the

work to be done. If the Contract Administrator grants permission to the Contractor to work on Saturdays, Sundays, or Statutory Holidays, the Contractor shall compensate the owner for the actual wages of the Contract Administrator and the OPSS 127 rates for the vehicle used.

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

SECTION GC 8.0 – MEASUREMENT AND PAYMENT

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

GC 8.02.03.01 Progress Payment Certificate

Subsection GC 8.02.03.01.04 is amended by the addition of the following:

Subject to the submission of testing and commissioning results to the improvement or of services or materials supplied under the contract.

GC 8.02.09 Liquidated Damages

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

- .02 The Contractor shall complete the work by the time specified in the Tender unless an extension of time is granted pursuant to **Subsection GC 3.06**. If an extension of time is not granted, and the Contractor does not complete the work by the specified time, the Contractor shall pay the Corporation, as liquidated damages, the per diem amount set out in the Tender.
- .03 If the Director grants the Contractor an extension of time pursuant to **Subsection GC 3.06**, the Contractor shall complete the work by the revised specified time for completion. If the Contractor fails to complete the work by the revised specified time, the Contractor shall, from the day after the revised specified time, pay the Corporation, as liquidated damages, the per diem amount set out in the Tender.
- .04 The Corporation, following notice in writing to the Contractor of its intention to do so, may withhold the amount due as liquidated damages from any monies due to the Contractor under this or any Contract.
- .05 The Corporation has made a reasonable effort to estimate the amount of damages sustained by the Corporation as a result of the Contractor's failure to complete the works

within the specified time or by the specified date. In executing the Contract, the Contractor agrees that the amount is fair and reasonable.

GC 8.02.10 Workplace Safety & Insurance Board Certificate of Clearance.

.01 The Contractor shall ensure that the Contract Administrator has a valid Workplace Safety & Insurance Board Certificate of Clearance on file as a condition of any payment.

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

LANGUAGE OF THE CONTRACT

The language of the Contract shall be English.

OWNERSHIP OF DOCUMENTS

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

SECTION D
SPECIAL PROVISIONS GENERAL

INDEX FOR SECTION 'D' – SPECIAL PROVISIONS GENERAL

D-100-002	Identification of Local Ministry of Environment.....	D-1
D-100-003	Dust Suppression	D-1
D-100-004	Work Schedule	D-1 to D-2
D-100-005	Measurement & Payment (Lump Sum Items)	D-2
D-100-010-PWC-2021-13	Road Closure	D-2
D-100-011-PWC-2021-13	OHSA Compliance	D-3
D-100-015	Existing Utilities & Operational Constraints	D-3 to D-4
D-100-017-PWC-2021-13	Scheduling of Works	D-4
D-100-018	Contract Limits.....	D-4 to D-5
D-100-019	Erosion and Sediment Control Measures	D-5
D-100-020	Surplus Material.....	D-5
D-100-022-PWC-2021-13	Scope of Work.....	D-6
D-100-023	Layout by the Contractor	D-6 to D-10
D-100-024	Tree Protection	D-10
D-100-029	Material Design, Testing and Documentation.....	D-11
D-100-030	Working Hours	D-11 to D-12
D-100-031	Overhead Utilities	D-12
D-100-034	Designated Sources.....	D-12
D-100-035	Quality Control Program	D-12
D-100-036	Aggregate for Concrete.....	D-13 to D-14
D-100-049	Administration of Pits and Quarries	D-14
D-100-050	Quality Control by Contractor.....	D-14 to D-15
D-100-051	Species at Risk Mitigation	D-15 to D-16
D-100-056	Contractor's Representative	D-16
D-100-064-PWC-2021-13	Disposal of Removal Item	D-17
D-100-065-PWC-2021-13	Management of Effluent from Concrete Cutting/Grinding	D-17 to D-19

D-100-002**IDENTIFICATION OF LOCAL MOECP OFFICE**March 2019

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

Ministry of the Environment, Conservation and Parks
 Ottawa District Office
 Unit 103, 2430 Don Reid Drive
 Ottawa, Ontario
 K1H 1E1

Telephone: (613) 521-3450 ext 224
 (800) 860-2195

Attn: Tara M. MacDonald, District Manager

D-100-003**DUST SUPPRESSION**January 2014

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

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

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

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

D-100-004**WORK SCHEDULE**December 2015

The Contractor shall submit a Detailed Work Schedule as part of their submission when tendering. This submission schedule is to be dated and signed.

The Contractor shall prepare the Detailed Work Schedule in a bar chart format, which shall display the following items on a weekly time scale representing the total time period for the completion of the Work:

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

The successful Contractor shall update the Detailed Work Schedule on a monthly basis, or if directed to do so by the Contract Administrator, at more frequent intervals.

The submission and updating of the Detailed Work Schedule form an integral part of the Work. Should the Contractor fail to meet its obligations to submit and update the Detailed Work Schedule, the Contract Administrator, at its sole discretion, may withhold monthly payments under the Contract until the obligations are met.

D-100-005
MEASUREMENT & PAYMENT – LUMP SUM ITEMS

 March 2017

The Measurement and Payment provisions of all applicable Ontario Provincial Standard Specifications are hereby deleted for lump sum items. No separate measurement of payment will be made for work covered by these specifications. Payment for all labour equipment and materials required to do the work shall be included in the lump sum price bid for the work.

D-100C-010-PWC-2021-13
ROAD CLOSURE

 April 2021

The road may be closed to traffic for no more than one hundred and twenty (120) consecutive days. The Contractor shall install, maintain, and remove upon completion all required detour signage. The Contractor must submit the proposed detour route to the County fourteen (14) days prior to the start of this contract. The Contractor shall be responsible to obtain the approval of the various road authorities for the detour route and all relevant signage required to be erected. The Contractor will be required to develop and submit to the County a traffic control communications plan which includes the notification of emergency services and but is not limited to the following:

Township of Admaston/Bromley
 Canada Post
 Local Fire Department
 Local Residents and Businesses

School Boards
 Media Outlets
 Waste Management Companies
 OPP

D-100-011-PWC-2021-13**OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE**April 2021

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

Substance (Ontario Regulation Number)	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	N/A
Benzene (O. Reg. 490/09)	Vehicle Emission
Mercury (O. Reg. 490/09)	Vehicle Emission
Vinyl Chloride (O. Reg. 490/09) Coke Oven Emissions (O. Reg. 490/09) Ethylene Oxide (O. Reg. 490/09) Acrylonitrile (O. Reg. 490/09) Isocyanates (O. Reg. 490/09)	Vehicle Emission
Silica (O. Reg. 490/09)	Concrete, Granular, Blasting Medium, Throughout site
Arsenic (O. Reg. 490/09)	Vehicle Emission, Throughout site
Lead (O. Reg. 490/09)	Vehicle Emission
Bats and Bird droppings	Throughout site

The Contractor is advised that the Designated Substances silica (O. Reg. 490/09), lead (O. Reg. 490/09) and arsenic (O. Reg. 490/09) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

D-100-015**EXISTING UTILITIES AND OPERATIONAL CONSTRAINTS**February 2015

The location of the underground utilities shown on the Contract Drawings is based on the information provided to the Contract Administrator. It is, however, the Contractor's responsibility to contract the Municipal Authorities or Utility Companies for further information with regard to the exact location of these utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

Prior to construction, the Contractor shall excavate such test pits as may be required to accurately locate all existing sewers, watermains, gas lines, communication lines, and other underground utilities which may cross or be in conflict with the proposed underground works

within this Contract to permit the Contract Administrator to determine and implement any required adjustments due to grade conflicts. The Contractor shall have no claim against the Owner for any delays or costs to replace underground works already installed which may result from failure to accurately locate any underground facility as requested in advance.

The Contractor shall devise methodology of work and carry out the work in a manner as not to affect utility and shall be fully responsible for adequate protection of utilities from damage during construction.

The Contractor shall cooperate with utility companies which may need to carry out work on utilities during work on this Contract.

No responsibilities will be assumed by the Owner for the correctness or completeness of the plans with respect to the existing utilities, pipes, catch basins, chambers, or other objects, either underground or on the surface, and should the plots of such be found incorrect or incomplete, the Contractor shall have no claim on the account. The Owner does not ensure the accuracy of such information and the Contractor shall not make any claim against the Owner for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part.

D-100-017 - PWC-2021-13
SCHEDULING OF WORKS

 April 2021

For the information of the Contractor the works are proposed to commence on or about June 28, 2021. The actual commencement date will depend on the availability of inspection staff and the progress of the Corporation's other works. As the above date approaches, the Contractor will be contacted to advise of any changes in the above date and to agree upon a mutually acceptable commencement date. When the actual commencement date is known, a commence work order will be issued in accordance with the terms of the contract.

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

D-100-018
CONTRACT LIMITS

 March 2002

The Corporation reserves the right to alter the contract limits or extent of construction to coincide with the funds available.

Any change in the contract limits or extent of the work shall be considered as relating solely to quantities and payment for the work shall be made at the appropriate contract unit price. In the case of an extension of the contract limits, the Contractor will be eligible for a pro rata extension

of time based on the value of the additional work when the contract unit prices are applied to the additional quantities.

The application of Subsection GC 8.01.02 of General Conditions of Contract shall be based on the adjusted tender quantities subsequent to the change in the contract limits.

D-100-019
EROSION AND SEDIMENT CONTROL MEASURES

 February 2011

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

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

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

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

D-100-020
SURPLUS MATERIAL

 May 2008

Excavated material surplus to the fill/grading requirements of this Contract shall be available to the Corporation prior to disposal by the Contractor.

Should the Corporation desire a portion or all of the surplus material, it shall be hauled to a designated site or sites within an eight (8) km radius of the Contract and stockpiled or spread as instructed by the Contract Administrator.

All costs associated with hauling, stockpiling and spreading shall be included within the tender unit price.

Material surplus to the above requirements shall be disposed of by the Contractor in accordance with OPSS.MUNI 180. Payment shall also be in accordance with OPSS.MUNI 180.

D-100-022– PWC-2021-13**SCOPE OF WORK**April 2021

The scope of work for the rehabilitation of the Bonnechere River Bridge includes but is not limited to:

- Remove asphalt and waterproofing on the bridge deck;
- Remove and replace expansion joint seals;
- Scarify top surface of concrete deck to accommodate +/-60mm thick new concrete overlay;
- Carry out partial depth concrete removals and repairs as specified on the Contract Drawings and as directed on site by the Contract Administrator;
- Prepare concrete deck surface for overlay using abrasive blast cleaning per OPSS 929, followed by application of the bonding agent;
- Place and cure concrete overlay +/-60mm thick to match existing grade;
- Install rock protection over geotextile as delineated on site by the Contract Administrator;
- Replace missing anchor bolts on barrier wall railing; and
- Perform other work as requested by the Contract Administrator.

The work listed above shall be completed in accordance with the Contract Documents to the satisfaction of the Contract Administrator.

The tasks mentioned above are not necessarily ordered in accordance with the sequence of work.

It is the Contractor's responsibility to determine the sequence of work and coordinate the work schedule with the Contract Administrator and the County of Renfrew.

D-100-023**LAYOUT BY THE CONTRACTOR**January 2014

Amendment to OPS General Conditions of Contract, November 2006

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

Lines and Grades

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

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

Grading Layout

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

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

The Contractor may erect batter boards at grade stake locations.

Grading Templates

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

Miscellaneous Layout

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

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

Fine Grading Layout Including Paving

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

Completed Sub Grade and Granular Base

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

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

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

Activity	Interval	Measurement Accuracy	Remarks
Layout			
- Rock	10 m		with the exception of plus sections, layout is normally at the same interval as the cross-section/grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered.
- Earth – radius less than 300m	15 m		
- Earth – radius greater than 300 m	20 m		
- Maximum for setting structure footing grades	10 m		
- Structure grades to be set to		1 mm	
- Adjustment to slope stake distances to allow for grubbing losses		300 mm	
- Set grades for earth grading to the nearest		10 mm	
- Set grades for granular to the nearest		5 mm	

Activity	Interval	Measurement Accuracy	Remarks
- Layout stake offset for curb and gutter	10 m	1 mm	2 m but may be varied to suit conditions
- Stake layout for curb and gutter			may be necessary to reduce for very sharp curves
- Set curb and gutter grades to the nearest	3 m	1 mm	2 m offset
- Staking maximum for layout of a radius (intersections)			
- Layout stake offset for concrete pavement			
- Concrete pavement grades to be set to			

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

Activity	Interval	Measurement Accuracy	Remarks
CROSS SECTIONS			
- Backsight and foresight readings to be taken to the nearest		1 mm	
- Maximum allowable error between adjacent Bench Marks		20 mm	
- Intermediate road readings to be taken to the nearest		10 mm	
earth cut	25 m		
rock cut	10 m		
rock cut with overburden	10 m		
muskeg excavation	25 m		
fills with stripping, sub-excavation or ditching	25 m		
transition from cut to fill	25 m		

Activity	Interval	Measurement Accuracy	Remarks
fills	25 m		
earth or rock fills	25 m		
borrow pits			
- Maximum transverse interval for cross-section elevations			
earth	25 m		
rock	10 m		
borrow	25 m		
- Offset distances to be measured to the closest		100 mm	

D-100-024
TREE PROTECTION

 August 2003

Protection from the Contractor's operations of trees not designated for removal shall be ensured by, but not restricted to the following:

The Contractor shall ensure that his operations do not cause flooding or sediment deposition on areas where trees not designated for removal are located.

Unless the Contract requires work within the dripline of trees not designated from removal, equipment shall not be operated within the dripline area. When the Contract requires work within the dripline of trees not designated for removal, operation of equipment within the dripline area shall be kept to the minimum necessary to perform the work required.

Equipment and vehicles shall not be parked, repaired or refuelled, nor shall construction materials be stored, or earth materials be stockpiled within the dripline areas of any tree not designated for removal.

The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outmost branches.

D-100-029
MATERIAL DESIGN, TESTING AND DOCUMENTATION

 February 2008

General

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

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

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

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

Imported topsoil sources shall be identified for this Contract.

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

Payment for Items Requiring Compliance Testing

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

D-100-030
WORKING HOURS

 December 2015

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

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

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

If the Contractor wants to work on a Saturday, Sunday, or Statutory Holiday, they must request permission from the Contract Administrator. If permission is granted and work is performed, that day will be counted as a working day.

D-100-031
OVERHEAD UTILITIES

 May 2014

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

D-100-034
DESIGNATED SOURCES

 July 2005

All materials shall be from MTO Designated Sources where Designated Sources Lists are available. No exceptions shall be made.

D-100-035
QUALITY CONTROL PROGRAM

 February 2011

1. Concrete – no adjustment to concrete load on site will be allowed except as per CSA A23.1. All concrete not conforming to Specification will be immediately rejected.
2. Concrete Curing – no substitution to method specified will be considered.
3. Rebar Placement – all reinforcing placement on this Contract must be inspected by a Professional Engineer, licensed to practice in the province of Ontario, and retained by the Contractor. Certification shall be filed with Contract Administrator.
4. Structural Steel – certificate of conformance signed and sealed by a Professional Engineer, licensed to practice in the province of Ontario, and retained by the Contractor, certifying that all work has been done in accordance with the Contract Documents.
5. Bearings – certificate of conformance signed and sealed by a Professional Engineer, licensed to practice in the province of Ontario, and retained by the Contractor, certifying that the bearings have been supplied and installed in accordance with the Contract Documents.

Aggregates for Concrete

OPSS 1002, Material Specification for Aggregates - Concrete, is modified by the following:

Subsection 1002.04.01 Submission of Test Data is deleted and replaced by:

1002.04.01 Submission of Test Data

The Contractor shall provide test results, from a QC laboratory meeting the requirements of clause 1002.07.01.02, showing complete conformance of the aggregates with this specification. All individual test results shall be submitted to the Contract Administrator the forms found in Appendix 1002-B or Appendix 1002-C, at the time of submission of the mix design. All test data forms must be legible. Faxed copies are acceptable provided that the original form is submitted to the Contract Administrator within seven (7) days following receipt of the fax. Test results shall be submitted by either the stockpile or control chart method.

Subsection 1002.08.03 Sampling is deleted and replaced by:

1002.08.03 Sampling

Sampling shall be according to CSA A23.2-1A and LS-625. At least one QA sample of each aggregate shall be randomly obtained for each lot of 5,000 m³ of concrete during concrete production.

QA samples shall be taken from stockpiles at the concrete plant, or in the absence of a stockpile at the plant, from stockpiles at the aggregate source that contain a minimum quantity of 500 tonnes of each aggregate for each concrete mix unless otherwise specified by the Contract Administrator. Duplicate samples shall be obtained and sealed by the Contractor in the presence of the Contract Administrator. In the event that the Contractor is unavailable to take the sample, no further materials shall be placed in the work until the QA sample has been taken.

QA samples shall be obtained by the Contractor in the presence of the Contract Administrator (or a designated representative). The Contract Administrator shall have access to all sampling locations at any time without notice. All samples shall be delivered by the Contractor to a laboratory designated by the Owner within 100 km radius of the contract limits no later than three (3) business days from the date of sampling.

The Contractor shall provide new or clean sample bags or containers that are constructed to prevent the loss of any part of the material or contamination or damage to the contents during shipment. The containers shall be sufficiently strong and shall be securely fastened. Metal or

cardboard containers are unacceptable. Each container shall hold no more than 35 kg of material. The sample shall be identified both inside and outside of the sample container. Data to be included with the sample shall conform to the requirements of MTO form PH-D-10, Sample Data Sheet, as shown in Figure 2 of LS-625.

D-100-049
ADMINISTRATION OF PITS AND QUARRIES

 December 2008

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

D-100-050
QUALITY CONTROL BY CONTRACTOR

 February 2015

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

The Contractor must notify the Contract Administrator 48 hours in advance of any QC sampling or testing to allow the owner to perform parallel Quality Assurance (QA) work.

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

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

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

Physical Property Test

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

Gradation Testing

- Asphalt mixes shall have one test for each 500 tonnes placed.
- Granular A & M shall have one test for each 2,000 tonnes of production (see Note).
- Granular B shall have one test for each 5,000 tonnes of production (see Note).

Marshall Testing

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

Asphalt Cement Content

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

Compaction Testing

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

Concrete Testing

- One air content and slump test for each load of concrete.
- One compression strength test per Thirty Cubic metres with a minimum of one per day.

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

D-100-051

SPECIES AT RISK MITIGATION

May 2012

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

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

1. Ensure that all of the Contractor's personnel and subcontractors are familiar and aware of environmental mitigation works and SAR concerns that relate to the project areas, including both plant and animal varieties of SAR.
2. Prior to commencing work on a project, conduct a general reconnaissance of the project area to confirm the presence or possible occurrence of SAR. Consult with the Contract Administrator regarding additional mitigation works or protective measures that may be required.
3. Daily, prior to commencing work, inspect all work areas including excavations and any wildlife and/or siltation control fencing that has been placed on the project to ensure that site is free

of any SAR and other animals and confirm that no animals are either trapped or entangled in the fencing. The fencing shall be inspected to ensure that there are no gaps underneath that would allow room for species to enter the work areas.

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

D-100-056

CONTRACTOR'S REPRESENTATIVE

December 2008

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

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

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

D-100-064-PWC-2021-13
DISPOSAL OF REMOVAL ITEM

 April 2021

Amendments to OPSS.MUNI 510

OPSS.MUNI 510 shall apply except as amended and extended herein:

510.07 CONSTRUCTION
510.07.01 General

Subsection 510.07.01 is amended by the addition of the following:

All removals are to be disposed of off-site.

D-100-065-PWC-2021-13
**MANAGEMENT OF EFFLUENT FROM
CONCRETE CUTTING /GRINDING**

 April 2021

1. SCOPE

This special provision describes the requirements for management of effluent resulting from concrete cutting/grinding, that either:

- (a) runs off the concrete surfaces that are cut/ground, or off any immediately adjacent road surface, before such runoff can dry/ evaporate on the concrete or immediately adjacent road surface; or
- (b) accumulates/ponds on the concrete that is cut/ground, on any road surface, or in any other location.

These requirements are in addition to those specified elsewhere in the contract and do not relieve the Contractor of obligations imposed by the Contractor's Certificate of Approval for a Waste Management System.

2. DEFINITIONS

Construction Area: means the road allowance, right-of-way, and property with a boundary common to the road allowance or right-of-way within the contract limits.

Effluent: means liquid, that is a direct result of concrete cutting or grinding. Effluent includes any stormwater, or surface drainage that becomes mixed with this material. Effluent is classified as liquid industrial waste Class 146 (L).

Manifest: means a Regulation 347 Form 1 manifest.

Receiving Site: means certified waste processing facility, and certified waste disposal site.

3. SUBMISSION AND DESIGN REQUIREMENTS

Where the Contractor's operations will result in effluent from concrete cutting or grinding, that is as specified in Section 1 of this special provision, written agreement of the operator of the receiving site to accept the effluent, shall be submitted to the Contract Administrator a minimum of two weeks prior to commencement of the work.

At the completion of the work, a copy of a release signed by the same receiving site operator or property owner shall be provided to the Contract Administrator.

A copy of the contractor's Certificate of Approval for a Waste Management System shall be provided to the Contract Administrator prior to the commencement of the work.

4. CONSTRUCTION

4.1 General

Effluent from concrete cutting and grinding operations, that is as specified in Section 1 of this special provision, shall be captured and contained for management in compliance with this special provision.

It is the Contractor's responsibility to obtain any approvals, releases, and agreements, and conditions of same, that are required to implement the Contractor's strategy for the management of effluent.

Effluent resulting from concrete cutting and grinding operations shall be transported to one of the following receiving sites:

- (a) a waste disposal site with a Certificate of Approval for a Waste Disposal Site valid for liquid industrial waste Class 146 (L);
- (b) a waste processing facility with Certificate of Approval for a Waste Disposal Site (Processing) valid for liquid industrial waste Class 146 (L).

For each shipment of effluent from the construction area to any certified receiving site:

- (a) the carrier shall have a Certificate of Approval for a Waste Management System valid for liquid industrial waste Class 146 (L), and shall comply with Sections 4.2 and 4.3 of this special provision; and
- (b) the shipment shall be manifested as specified in Section 4.4 of this special provision.

4.2 Carrier Certification

The carrier shall have a Certificate of Approval as specified in Sections 4.1 of this special provision. Responsibilities of certified carriers shall include, but not be limited to, the following:

- (a) transportation of waste materials produced by the work in accordance with the Certificate of Approval;
- (b) carrier responsibilities for waste materials including, but not restricted to, manifesting of liquid industrial waste.

4.3 Certificate of Approval

The contractors Certificate of Approval for a Waste Management System and the receivers Certificate of Approval for a Waste Disposal Site shall be valid for all of the following:

- (a) the entire period of the work;
- (b) the entire area within the limits of the work and the entire haul route; and
- (c) the equipment to be utilized; and
- (d) waste classification 146 (L).

4.4 Manifesting

Manifesting shall be as specified in Section 4.1 of this special provision. The carrier shall present a Regulation 347 Form 1 manifest for "Part A" completion by the Contract Administrator. The Contract Administrator shall be notified a minimum of two weeks prior to the first shipment requiring manifesting, and a minimum of 24 hours' notice prior to each subsequent shipment requiring manifesting.

SECTION E
STANDARD SPECIFICATIONS
AND DRAWINGS

SS-1 Standard Drawings

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

<u>OPSD</u>	<u>DATE</u>	<u>OPSD</u>	<u>DATE</u>
219.13	Rev#2 (November 2015)	552.01	Rev#2 (November 2017)

SS-2 Standard Specification

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

<u>OPSS</u>	<u>LATEST VERSION</u>	<u>OPSS</u>	<u>LATEST VERSION</u>
102	Oct 1992	PROV 802	Nov 2010
127	Apr 2015	PROV 804	Nov 2014
128	Apr 2006	MUNI 805	Nov 2018
180	Nov 2011	MUNI 904	Nov 2012
182.MUNI	Nov 2012	MUNI 905	Nov 2017
MUNI 206	Apr 2019	MUNI 908	Nov 2014
MUNI 491	Nov 2017	PROV 919	Nov 2011
MUNI 501	Nov 2017	MUNI 920	Nov 2012
MUNI 510	Nov 2018	MUNI 928	Apr 2019
MUNI 511	Nov 2018	MUNI 929	Nov 2018
MUNI 706	Apr 2018	MUNI 930	Nov 2014
PROV 710	Nov 2010	PROV 932	Nov 2009

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

Contractor shall be responsible for obtaining his own copy of the Ontario Provincial Standard Specifications (OPSS) which are applicable to this Contract.

SS-3 Availability of Standards

- 3.1 It shall be the responsibility of the Contractor to obtain any Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), or Ontario Provincial Standard General Conditions of Contract (OPSS-MUNI 100), referred to in the quotation form. The Ontario Provincial Standards can be found on the internet at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>

SS-4 Drawings

- 4.1 The following is list of drawings that are included as part of the contract:
- 5 Drawings numbered 002D2101 to 002D2105

SECTION F
SPECIAL PROVISIONS

INDEX FOR SECTION 'F' – SPECIAL PROVISIONS

F-100C-001-PWC-2021-13 Field Office for Contract Administrator F-1 to F-2
F-100C-003 Sitework F-3 to F-4
F-491C-001-PWC-2021-13 Protection of Existing Utilities..... F-5
F-511C-001-PWC-2021-13 Erosion Protection F-6 to F-7
F-706C-001-PWC-2021-13 Traffic Control Plan F-7 to F-10
F-710C-006-PWC-2021-13 Pavement Markings Reinstatement F-10 to F-11
F-805C-001-PWC-2021-13 Environmental Protection-ESC Plan..... F-11 to F-16
F-805C-002-PWC-2021-13 Wildlife Erosion F-16 to F-21
F-908C-001-PWC-2021-13 Barrier Wall Railing Anchors F-22
F-920C-001-PWC-2021-13 Replace Preformed Seal..... F-22 to F-24
F-930C-001-PWC-2021-13 Place Concrete Overlay F-24 to F-27
F-930C-002-PWC-2021-13 Trial Slab..... F-27 to F-28

F-100C-001-PWC-2021-13
**FIELD OFFICE FOR CONTRACT ADMINISTRATOR
FLOOR AREA 20 – 34m² INCLUDING TELEPHONE & INTERNET**
March 2021

Scope

Under this tender time, the Contractor shall supply and maintain a field office and its associated items for the sole use of the Contract Administrator or his representatives. The field office shall have a floor area between 20 – 34 m² and shall be supplied with power, telephone and internet services.

Location

Prior to the commencement of work on this Tender Item, the Contractor shall receive approval from the Contract Administrator for the location of the field office.

Field Office Dimensions and Condition

All doors shall be solid and capable of being locked with a 25 mm throw dead bolt lock.

The inside of the field office shall be moisture tight and capable of being lit to a level that is satisfactory to the Contract Administrator. It shall have adequate windows, heating and ventilating equipment capable of maintaining the working area at 21°C during both summer and winter weather conditions.

Field Office Equipment

The Contractor shall supply for the sole use of the Contract Administrator the following furnishings for the appropriate trailer size:

Floor Area 20-34 m²

1 desk	2 stools
1 drafting tables (2 m ² ea)	2 chairs
1 lockable filing cabinet (3 drawer)	1 electric adding machine

The Contractor shall supply or arrange to supply a water cooler capable of maintaining a water supply at 7°C. Water shall be potable and supplied at a rate of 18 L/week.

Utilities and Sanitary Facilities

The field office is to be equipped with a minimum of 3-120 volt duplex receptacles, in working order.

It is the responsibility of the Contractor to provide and maintain adequate facilities in accordance with the current requirements of the Occupational Health and Safety Act (Part II General Construction O.Reg 145/00, s.15, 527/00, S.1) .

Measurement for Payment

Measurement for the supply of a field office, its utilities, services and associated equipment shall be by the week. The Contractor shall also be paid for any portion of a week as one week. Measurement for payment will be made commencing from the time when all utilities and services have been provided.

Basis of Payment

Payment at the Contract Price for the Tender Item “Field Office for Contract Administrator” shall be full compensation for all labour, equipment and materials required to supply and maintain a field office.

The Contractor shall bear all expenses in connection with the above facilities, including but not limited to:

- a) Service and connection charges for utilities and services.
- b) Heating and ventilating costs.
- c) Supply & maintenance of sanitary facilities.
- d) The supply of bottled water.
- e) All land and rental costs for the field office.
- f) Supply of steps or stairs so as to provide proper access to field office.
- g) The provision of at least five (5) parking spaces adjacent to field office, with at least a gravel surface.
- h) Winter maintenance (snow removal, sanding).

Scope of Work

Payment at the Contract Lump Sum Price for the Item "Sitework" shall be full compensation for all labour, materials, and equipment required to complete the work as outlined herein.

The following work, activities, and cost shall be included under this Item:

- Bonds, administration, and supervisory costs.
- Mobilization and demobilization of equipment, material, and Contractor's forces.
- Schedules.
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- Cost of constructing lay down area in location acceptable to Owner.
- All costs associated with locates, protection or temporary relocation and reinstallation of utilities, as applicable and not specified in other areas of the Contract.
- Installation and removal of temporary barricades, hoarding, snow fencing, and other protection required.
- Layout of Work.
- Contractor's office.
- Cost of supplying and maintaining adequate sanitary facilities.
- Costs associated with the submission of shop drawings, rebar schedules, product submissions, etc.
- Costs associated with access to private properties as required and obtaining written release from the affected property owners. Copy to be submitted to Contract Administrator.
- Cost of maintaining and reinstating existing road signs, mailboxes, etc.
- Cost of advertising Substantial Completion in the Daily Commercial News.
- Cost of reinstating the Contractor's lay down area and office sites to their original conditions.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with environmental protection or species at risk mitigation measures except as specifically mentioned for other Items of work.
- The County of Renfrew will undertake normal winter maintenance within the Contract area. The Contractor will be required to undertake any additional winter sanding, salting, and snow removal to allow passage of Contractor's own vehicles, affected residents, Hydro, and business operators within stretch of roadway on which the construction zone is located, either between Contract Limits during staged construction or between points of road closure for the detour option. Contractor to fully, solely, and unequivocally establish the amount of effort and costs required. Winter Sanding, salting, and snow removal will be fully executed by Contractor at all times, including also times when the site is temporarily abandoned during winter, should occurrences as such happen. Snow removals to be carried out to minimum standard of cleanliness and responsiveness as attained by County of Renfrew maintenance

snow removal crews.

- Quality Control testing and reporting.
- Submission of required reports, releases, and documentation for the release of holdback.
- The dust control by watering.
- Careful removal and reinstallation of mail boxes, municipal address/number markings, Highway Signs and commercial and information signs within limits of roadway reconstruction. This work needs to be coordinated with Contractor's own traffic management plan. Following completion of work all existing signs need to be reinstalled in new locations as necessary for compliance with Ontario Traffic Manual (OTM) and Traffic Highway Act.
- Protection of private properties and fences. All fences to remain and are not to be disturbed. All fences disturbed to be repaired to match original by Contractor at own cost.
- All work is to be carried within right of way without encroachment onto private properties.
- Advise Contract Administrator, where construction of work is to interfere with private property and seek direction prior to the work being undertaken.

The Contractor shall submit an up to date detailed Work Schedule to the Contract Administrator at the Pre-Construction Meeting.

The Detailed Work Schedule shall be in a bar chart form at indicating the following items against a weekly time scale:

- Dates and time periods of all major construction activities.
- Dates of critical activities (long delivery items, traffic shifts, protection measures, etc.).
- Dates of important milestones.

The Contractor is advised that no additional payment will be made for repeated mobilization and demobilization for any of the construction activities covered by this Contract, interrupted by weather, or by any other construction activity within this Contract.

Basis of Payment

Payment for this Item shall be full compensation for all labour, materials and equipment required to carry out the work. A 30% portion shall be paid in first progress payment. Remainder will be prorated over the scheduled duration of the Contract per the approved schedule.

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

Amendments to OPSS.MUNI 491

OPSS.MUNI 491 shall govern this work except as amended or extended herein.

Section 491.01 shall be amended by the addition of the following:

491.01 SCOPE

This special provision covers requirements for the protection of the overhead Hydro One lines supported on poles running parallel to the structure to the east and crossing the south of the structure, and any other utilities encountered on Site.

491.07 CONSTRUCTION

Section 491.07.01 shall be amended by the addition of the following:

491.07.01 General

The Contactor shall be responsible for undertaking his own locates prior to commencement of the work for the utilities to include but not limited to the overhead Hydro One lines supported on poles running parallel to the structure to the east and crossing the road south of the structure, within the Contract limits. Should any existing utilities require relocation, modification, and reconstruction, it is the Contractors responsibility to coordinate with utility companies and to bear all costs for such work. The Contractor shall be fully responsible for scheduling any utility work so as to not negatively impact the completion date of the Contract.

The Contractor shall be responsible for any damage to the utilities resulting from his work at no cost to the Owner or the Contract Administrator.

491.10 BASIS OF PAYMENT

Section 491.10 is deleted in its entirety and replaced with the following:

491.10.01 Protection of Existing Utilities

Payment at the Contract Lump Sum price for the above item includes all labour, Equipment and Material to do the work of the locates, protection, relocation, modification and reconstruction of existing utilities to their existing conditions.

Amendments to OPSS.MUNI 511

OPSS.MUNI 511, November 2018 shall govern this work except as amended or extended herein.

511.01 SCOPE

Section 511.01 is amended by the addition of the following.

This specification covers the requirements for the excavation along the slope of the north west embankment and placement of rock protection material to stabilize the slope of the embankment, as directed by the Contract Administrator.

511.07 CONSTRUCTION**511.07.01 Excavation**

Section 511.07.01 is deleted in its entirety and replaced with the following.

Prior to placing any material, the existing areas of localized slope failure shall be graded by excavating, filling or both and fine grading to form a uniform even surface, as indicated by the Contract Administrator on site and to the satisfaction of the Contract Administrator.

511.07.02 Placing Material**511.07.02.01 General**

Section 511.07.02.01 is deleted in its entirety and replaced with the following.

Material shall be placed at location and to the limits delineated on site by the Contract Administrator.

When rock protection is being placed on slopes, the rock shall commence at the toe of the slope and progress up the slope.

Rock protection shall be placed in a manner so as not to damage the geotextile.

511.09 MEASUREMENT FOR PAYMENT**511.09.01 Actual Measurement****511.09.01.04 Geotextile**

Section 511.09.01.04 is deleted in its entirety and replaced with the following.

No separate measurement will be made for geotextile.

F-706C-001-PWC-2021-13

TRAFFIC CONTROL PLAN

April 2021

Amendments to OPSS.MUNI 706

OPSS.MUNI 706 shall govern this work except as amended or extended herein.

1.0 SCOPE

The Scope of the work addressed in this specification “Traffic Control Plan” shall include the preparation and submission of a Traffic Control Plan (TCP) as outlined in this specification and in Special Provision – General D-100-001.

Where construction pursuant to this Contract is being carried out on or adjacent to a County roadway, the supply, placement, monitoring, and disassembly of all traffic control devices shall be performed under the direction of the Contractor in accordance with the Ontario Traffic Manual Book (OTM) 7 latest edition.

As part of the “Traffic Control Plan”, the Contractor shall also consider small watercraft (canoes, kayaks, stand up paddle boards, aluminum boats, etc.) operating on the Bonnechere River for recreational purposes. The Contractor shall ensure that small watercraft can always continue to safely operate through the construction area.

The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the traffic control. The Contractor shall be responsible for the supply, placement, installation, removal and reinstatement of any granular material, all temporary asphalt, removal of existing and short term line painting, short term line painting or other temporary facilities required in order to implement the works.

The Contractor shall prepare and submit a Traffic Control Plan (TCP) that details the specific traffic control layout(s), necessary for the completion of the works. The Traffic Control Plan shall be in the form of drawing(s) and written description(s) of how the Contractor intends to control traffic through and around the work zone. The TCP shall include (where required), and not necessarily be limited to:

- Monitoring and Repair (24-hour contact number is required);
- Reference to Applicable OTM Book 7 Typical Layouts;
- Traffic control signs (regulatory, warning and temporary);
- Detour signs;
- Traffic control delineation;

- Traffic Control vehicles and devices (TC-12, Crash Trucks, Temporary Lighting etc.);
- Contract-specific operational requirements;
- Night time requirements;
- Traffic staging and scheduling;
- Construction vehicle access/egress;
- Public access/egress for all existing entrances and side roads;
- Pedestrian safety; barriers and barricades;
- Emergency Vehicle access;
- Locations for removal of existing line painting and proposed temporary pavement markings;
- Parking for Contract Administrator;
- Any other traffic control measures;

The Contractor shall refer to the D-100-001 and other Special Provision-General for general and contract specific requirements of traffic operations, and definition of terms. A suggested detour plan has been provided as part of the Tender Package for the project which was reviewed with the County of Renfrew. This suggested plan shall be considered minimal requirements when the contractor develops their own detour plan for the project considering their approach, they will take during construction.

In addition to the Traffic Control Plan (TCP), the Contractor is advised that a Traffic Management Plan (TMP) is required and outlined in the Special Provision-General D-100-001. The Traffic Management Plan is not part of the scope of this Special Provision.

2.0 SUBMISSIONS, MONITORING, AND REPAIR

Two (2) weeks prior to commencing construction, the Contractor shall submit the Traffic Control Plan to the Contract Administrator for review. Subsequent revisions require one week for review. The Contractor acknowledges that revisions to the Traffic Control Plan may be necessary, in consultation with the County of Renfrew, where it concerns public safety and mobility. The Contractor is required to resubmit revised versions of the TCP if changes are made.

After submission/resubmission of the TCP, the Contract Administrator will review it to identify any errors, omissions, or improvements related to maintaining public safety and mobility, and contract-specific requirements. The Contract Administrator will also circulate the TCP to the County of Renfrew for review.

The acceptance and review of the TCP by the Contract Administrator and the County of Renfrew will make no representation and/or warranty that the document is accurate, complete, or compliant with all applicable legislation. Any errors, omissions or deficiencies within the TCP will remain the sole responsibility of the Contractor. The Contract shall not commence, until the Contractor has addressed all comments. The Contract Administrator reserves the right to ask for revisions to the Traffic Control Plan at submission time or reject it if the Plan does not meet the Contract language.

The Contractor shall be required to continuously review and modify the TCP for errors, omissions, deficiencies, or if new hazards are identified and not previously addressed within the document.

The Contract Administrator reserves the right to instruct the Contractor to revise the TCP at any time during the Contractor's execution of the Contract, when the Contract Administrator finds that the Contractor is not providing the commitments shown in the original Traffic Control Plan submission, or the Contractor's Traffic Control Plan proves to be insufficient to address the field conditions.

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the Traffic Control Plan measures.

The condition of all traffic control devices and short term line painting, if required shall be maintained for the duration of the Contract, in accordance with the OTM.

The Contractor shall immediately repair, replace or otherwise make good the practice(s) deemed unsafe or non-compliant when the owner (or his delegated authority) makes the Contractor aware of any violation of the TCP (or applicable regulations). Should the Contractor disagree, the Ministry of Labour will be consulted to provide clarification of the observed deficiency.

It is the responsibility of the Contractor to ensure that all necessary training has been provided prior to commencement of the work.

The Contractor shall:

- Be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the traffic control.
- Maintain safe passage through the work area at all times for small watercraft.
- Restore the road following the completion of the work to the satisfaction of the Contract Administrator.

The suggested detour plan as shown on the Contract drawings may be used by the Contractor as the basis for the development of the Traffic Control Plan in accordance with Ontario Traffic Manual Temporary Condition – Book 7.

3.0 MEASUREMENT FOR PAYMENT

No measurement for payment shall be made for the Traffic Control Plan.

4.0 BASIS FOR PAYMENT

Payment at the Contract Lump Sum price for the item "Traffic Control Plan" shall be full compensation for the research, preparation and implementation of TCP and shall include all labour, equipment and material to supply, and maintain all traffic control measures detailed

therein, including the small watercraft provisions. This payment includes supply, installation, monitoring, operation, repair, maintenance and removal of all required traffic control devices.

Traffic Control Persons (TCP's) shall be included for payment under this item. The Contractor shall include any costs associated with TCP's in this item where TCP's are required.

Payment shall be based upon the following schedule:

- a) 25% upon satisfactory submission of the TCP and installation of the control measures in-place and fully operational; and,
- b) 75% pro-rated into equal payments over the term of the contract.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

All costs associated with traffic control including but not limited to TC-54 barrels, detour signage, local road and pedestrian signing, temporary hoarding fence, initial road conditioning, temporary asphalt, granular materials, obliteration of existing line painting, and installation and obliteration of short term line painting, maintenance, and local road restoration, will be considered incidental to the work and no separate or additional payment will be made.

F-710C-006-PWC-2021-13

PAVEMENT MARKINGS REINSTATEMENT

April 2021

Amendments to OPSS 710

OPSS 710 shall apply except as may be amended and extended herein.

710.07 CONSTRUCTION

710.07.01 General

Subsection 710.07.01 is amended by the addition of the following:

All existing pavement markings are to be reinstated. The Contractor shall document the location and nature of all existing pavement markings.

710.09 MEASUREMENT FOR PAYMENT

Section 710.09.01 is deleted in its entirety and replaced with the following:

710.09.01 Pavement Marking Reinstatement

Measurement for payment will be by Lump Sum.

710.09 Measurement for Payment

Subsection 710.09 of OPSS 710 is deleted in its entirety.

710.10 BASIS OF PAYMENT

Subsection 710.10.01 is amended with the addition of the following:

710.10.01 Pavement Marking Reinstatement – Item

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

F-805C-001-PWC-2021-13

ENVIRONMENTAL PROTECTION – ESC PLAN

April 2021

SCOPE

The work under this item includes the preparation, implementation and monitoring of an Erosion and Sediment Control Plan that applies to construction of the specified works. The Contractor shall coordinate this special provision with requirements of the Wildlife Exclusion, Monitoring and Removal Plan.

General

The Contractor acknowledges that sediment runoff resulting from construction operations will have a detrimental impact on the watercourse, and that all construction operations that may impact upon water quality and fish habitat shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

The Contractor shall be responsible for determining and conforming to the requirements of the Ontario Ministry of Natural Resources and Forestry (MNR), the Ontario Ministry of the Environment, Conservation and Parks (MOECP), the County of Renfrew and any other Governmental Regulatory Agencies (collectively “Regulatory Agencies”) having jurisdiction within the Contract limits or within the watercourse.

The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. The Contractor shall be required to submit their Erosion and Sediment Control Monitoring Plan for In-Water Works, construction methods and sequence of installation and removals to the Contract Administrator and Regulatory Agencies as specified herein. The Contractor’s Erosion and Sediment Control Plan and Monitoring Plan for In-Water Works shall be

in general conformance to the requirements stipulated on the Contract Drawings, Regulatory Agency requirements and other requirements as specified in this Special Provision.

The Contractor's Engineer of Record (EOR), as defined herein, shall be responsible for the design, implementation and monitoring of the Contractor's Erosion and Sediment Control and Monitoring Plan.

Where, in the opinion of the Contract Administrator, any Regulatory Agency or the Contractor's EOR, the installed control measures fail to perform adequately, the Contractor shall immediately supply and install additional or alternative measures as directed by the EOR or the Regulatory Agency to the satisfaction of the Contract Administrator. As such, the Contractor shall establish a contingency plan in the event of a failure of the control measures and have additional control materials on site at all times which are easily accessible and may be implemented by the Contractor on short notice. The contingency plan shall also be submitted to the Regulatory Agencies for review.

Design and Submission Requirements

Contractor's Engineer of Record:

The Contractor shall submit supporting documentation to the Contract Administrator indicating that the Contractor's Engineer of Record (EOR) is a Professional Engineer (licensed in the Province of Ontario) has a minimum of 10 years of experience or has completed 5 successful projects of similar scope, complexity and site conditions, who is an environmental specialist with the necessary experience and expertise to design and direct the installation of erosion and sediment control systems and undertake the monitoring requirements specified herein. References asserting this documentation shall be provided upon request.

Submission Requirements:

Prior to implementation of the erosion and sediment control measures and monitoring plan the Contractor shall submit to the Contract Administrator for review, one (1) electronic copy of the of a detailed Erosion and Sediment Control Plan and Monitoring Plan (Plan). The submission shall be signed and sealed by the Contractor's EOR. The Contractor shall also be responsible to submit the Plan to the Regulatory Agencies having jurisdiction for review and approval prior to initiating any installations. The Contractor shall not proceed with the works associated with the Plan until the Regulatory Agencies and Contract Administrator have completed their review. The review of the Plan shall not constitute acceptance of the technical adequacy of the strategy. Written notification shall be submitted to the Contract Administrator at least 2 days prior to the actual date of installation or removal of the measures and/or initiating or completing other work related to this special provision. The Contractor shall provide copies of all submissions and correspondence between the Contractor and the Regulatory Agencies to the Contract Administrator.

The Contractor's Plan shall fully describe the sequence of the work and the related contingency measures associated with each stage of the work. The construction schedule shall include

approximate dates of installation, removal and site restoration. Such information shall be provided at a level of detail, which addresses materials, equipment, methods employed and procedures to be followed to provide effective watercourse and fish habitat protection and to comply with statutory requirements, authorizations, approvals and permits. The submission shall also include a schedule of checking and monitoring the work to ensure compliance with the Plan.

The Contractor's submission shall include but not be limited to the following:

- Detailed drawings indicating the Contractor's erosion and sediment control measures including materials, installations, and layout. The design shall ensure that requirements for both erosion and sediment control and exclusion of wildlife from the construction zone are accommodated;
- Detailed sequence and schedule for installation and removal of the erosion and sediment controls, construction of specified works. The schedule shall include the approximate date of installations, removals, and site restoration. The sequence and schedule shall account for all phases of the work and transitions between phases of the work;
- Detailed monitoring plan including monitoring and inspections of the erosion and sediment control measures. The monitoring plan shall include coordination with the environmental monitoring requirements related to daily inspections for potentially trapped wildlife;
- Detailed plan outlining the containment or stabilization of disturbed and/or exposed earth material including any shutdown periods and, as required, during construction of the specified reinstatement works to prevent entry of material, etc. into the waterbody;
- Detailed contingency plan in the event of failure of the erosion and sediment control system including provision of labour, equipment or materials to install additional control measures and details of the Contractor's emergency response in case of an accidental or unexpected event. The contingency plan shall include measures to:
 - a) Stop work, contain sediment-laden water and other deleterious substances and prevent their further migration into the watercourse;
 - b) Notification to the Regulatory Agencies;
 - c) Prompt clean-up and appropriate disposal of the sediment-laden water and deleterious substances; and
 - d) Ensure clean-up measures are suitably applied so as not to result in further alteration of the bed and/or banks of the watercourse.

Inspection and Monitoring Reports:

The Contractor shall be solely responsible for inspecting, monitoring and maintaining the effectiveness of the ESC Plan upon implementation. The Contractor shall submit to the Contract Administrator within 48 hours after completing weekly inspections the inspection reports detailing and demonstrating the performance of the installed measures, identifying deficiencies and maintenance issues and identifying recommended immediate corrective actions and recording the follow-up inspections to ensure that the Contractor has undertaken the action to correct the deficiencies to the satisfaction of the EOR. These reports shall be prepared and signed by the EOR. The following are the minimum requirements for the EOR monitoring reports:

- The date and time of the inspection and monitoring;
- The temperature, existing weather conditions;
- General description of the Erosion and Sediment Control (ESC) measures being inspected;
- Date stamped photographs of conditions within the work area;
- Condition of the measures being inspected and confirmation of the effectiveness of the ESC measures;
- Description of any observed deficiency or maintenance issues which require repair, improvement or additional maintenance to the ESC measures. Timeline required for the Contractor's corrective action;
- Identification of any inspections completed by any Regulatory Agency, a summary of measures that have been identified to be rectified and the Contractor's follow-up. A copy of any written direction received shall be provided; and

Contractor's Responsibilities

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor shall notify the Contract Administrator in all situations where a Regulatory Agency has identified deficiencies in the erosion and sediment control measures.

The Contractor shall be solely responsible for weekly inspections, monitoring, maintenance and the effectiveness of the Erosion and Sediment Control Plan upon implementation. The Contractor shall submit to the Contract Administrator the specified weekly ESC monitoring and inspection reports within 24 hours of the inspection by the Contractor's EOR.

The Contractor shall periodically, or when requested by the Contract Administrator or the Contractor's EOR, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into the watercourse and avoids damage to the control measure. The sediment shall be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into the watercourse. Failure to report will be constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The erosion and sediment control measures shall be removed only after specified reinstatement measures have been completed and only when, in the opinion of the EOR, the measure(s) is no

longer required. No control measure may be permanently removed without prior written authorization from the EOR. All sediment and erosion control measures shall be removed in a manner that avoids the entry of sediment or debris into the watercourse. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract. Any seeding and mulching, temporary cover, sodding or original turf cover that is disturbed by the removal of the control measures and accumulated sediment, shall be brought to final grade and restored. Payment for the supply and placing of ground cover at these locations shall be made under the applicable items listed elsewhere in the Contract.

When, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have either not been complied with or not performed in a suitable manner, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work. Permission to continue the works may be renewed upon the Contract Administrator and the Regulatory Agency being satisfied that the defaults and/or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be made to the Contractor for the withdrawal of permission to do the work resulting from non-compliance with the requirements of this specification and the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or non-compliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within twenty-four (24) hours of the receipt of a written notice from the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's judgement, is the most reasonable course of action. The Contractor acknowledges that any and all costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor.

Operational Constraints

The Contractor shall be aware that construction activities in or adjacent to the watercourses from the period of October 1 to July 14 inclusive are not permitted to protect both spring and fall spawning species. Any work on-site which will cause or be the cause of discharge to the watercourse, particularly during the aforementioned dates, is strictly prohibited.

The Contractor acknowledges that river levels may vary significantly throughout the construction period and that monitoring of water levels is essential as required in the Erosion and Sediment Control and Monitoring Plan.

Measurement and Basis of Payment

Payment for the lump sum tender item "Environmental Protection-ESC Plan" shall be full compensation for all labour, equipment and material to do the work as specified herein, including the supply and installation of all control measures.

Payment will be based upon the following schedule:

- 20% upon satisfactory submission of the requirements listed under “Design and Submission Requirements”
- 60% pro-rated into equal monthly payments during the months in the Contractor’s overall construction schedule that the Erosion and Sediment Control Measures are required for construction of the works. Release of monthly payments are subject to receipt of all Engineer of Record monitoring reports as stipulated herein.
- 20% upon successful completion and **final** removal of ESC Plan protection measures to the satisfaction of the Contract Administrator.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

F-805C-002-PWC-2021-13

WILDLIFE EXCLUSION

March 2021

OPSS 805 shall apply except as may be amended or extended herein.

Scope

The work under this item includes the preparation and implementation of a Wildlife Exclusion, Monitoring and Removal Plan during all construction activities required on site.

The County may have erected wildlife exclusion measures (e.g. exclusion fencing, bird netting, etc.) prior to the Contractor arriving on site, the responsibility of which will be taken over by the Contractor during construction. This does not relieve the Contractor of their duty to modify, extend and monitor the exclusion measures installed by the County to be fully compliant with this specification.

Background

Special consideration with respect to terrestrial Species at Risk (SAR) and associated habitat was given during the surveys within the assessment area during the Natural Environmental Assessment conducted for this project. SAR were not observed during the surveys, however, three barn swallow nests were observed under the bridge which confirms the site is used as breeding habitat for Barn Swallow, and potential nesting sites for turtles was observed on the gravel shoulders within the Bonnechere Road ROW. The Bonnechere River in the Site and Study Area provides suitable thermoregulation, foraging, and overwintering habitat for turtles, and is also considered a migration corridor for these species.

The Contractor's responsibilities for the mitigation involving exclusion, monitoring and removal of wildlife are prescribed in this Special Provision.

General

The Contractor shall be responsible for determining and conforming to the requirements of the MNRF, MECP and any other Governmental Regulatory Agencies (collectively "Regulatory Agencies") having jurisdiction in the Working Area or over the potentially affected watercourse.

The Contractor's Biologist (qualified fish and wildlife specialist) shall prepare a Wildlife Exclusion, Monitoring and Removal Plan (Plan) in order to monitor and safely remove/relocate wildlife outside of the construction zone after installation of the erosion and sediment control measures within the Site. No works will be permitted until the Wildlife Exclusion, Monitoring and Removal Plan has been submitted and reviewed by the Regulatory Agencies. The Contractor shall implement the wildlife exclusion measures of the Plan. The Contractor's Biologist shall be responsible to confirm that exclusion measures conform to agency permitting requirements, if present, as well as the Plan and shall undertake the wildlife monitoring and removal elements of the Plan.

Project Specific Exclusion Measures, Monitoring and Mitigation Protocol:

- All construction zones adjacent to the Bonnechere River shall be surrounded by sediment and erosion control that shall be designed to ensure wildlife do not enter into the construction area. The erosion and sediment control therefore serves a dual purpose as it traps migrating sediments from exiting the construction zones and safely excludes wildlife from entering the construction zones. The Contractor shall coordinate the requirements of this Special Provision with the design and implementation of the Environmental Protection-ESC Plan.
- Prior to each day's construction activities, a sweep and search of the immediate area within the exclusion zones will be conducted to identify and remove any wildlife that may have entered the area. Any observation of SAR will require an immediate stoppage of construction work and the Contractor's Biologist shall be contacted and a record should be taken of the SAR occurrence. The Contractor's Biologists shall be required to follow standard SAR protocols. Construction work shall only be restarted upon receipt of a written clearance from the Contractor's Biologist.
- All construction personnel shall be made aware of the key identification features of species at risk and shall advise the Contractor's Site Superintendent should any SAR be observed within the construction work area. The Contractor shall immediately contact the Contractor's Biologist for further action as outlined herein. The Contract Administrator shall also be notified.
- Prior to any construction the following general mitigation measures should be implemented to protect SAR:
 - Implement a worker awareness program for construction staff that includes SAR identification and habitat characteristics.
 - Inform construction personnel to not threaten, harass or injure wildlife.

- Conduct a daily pre-construction search of the work area to identify presence of SAR.
- If threatened or endangered species are seen in or near the work area, stop work immediately and contact the MECP for further direction.
- Take photographs if possible, but do not interact with the animal.
- Construction equipment and vehicles are to yield to wildlife.
- If wildlife species are encountered during construction, personnel are required to move away from the animal and wait for the animal to move off the construction site.
- Specific requirements relating to turtles include the following:
 - The Contractor shall review and implement the recommendations provided in the “Turtle Mitigation of Road and Highway Projects” by MNR (version 1.0, April 2014)
 - Erect exclusion fencing (e.g., silt fence) prior to activities occurring in areas of suitable habitat (e.g., Bonnechere River and turtle nesting area) to minimize the risk of turtles entering the work area
 - Install exclusion fencing prior to the sensitive nesting season if activities are anticipated to occur throughout this period to prevent turtles from entering and/or nesting (MNRF 2013a)
 - Prior to 15 March if activities are occurring within or adjacent to overwintering habitat
 - Prior to 1 June if activities are occurring within or adjacent to nesting habitat
 - If erecting exclusion fencing, use a type that will last the duration of the project (MNRF 2016). Check that stakes are securely driven into the ground on the inside of the working area. Place stakes 2 m apart and drive them to a depth of 30 cm, with the fabric pulled tight to reduce sagging, and the bottom of the fabric buried 10-20 cm down within an additional fabric lip extending outwards 90 degrees.
 - Backfill and compact the fabric lip (MNRF 2013a)
 - Inspect any fenced off areas daily to identify compromises in the fence and to remove any turtles that may be trapped in the fence (MNRF 2016)
 - Install fencing so that it prevents construction sediment from entering into wetlands (MNRF 2016)
 - Have a qualified person conduct a pre-construction sweep and monitor the work area for active turtle nests during the turtle nesting season (June-August).
 - Implement a worker awareness program for construction staff that includes species at risk identification and habitat characteristics
 - Conduct a daily pre-construction search of the work area to identify presence of species at risk
 - If threatened or endangered species are seen in or near the work area, stop work immediately
 - Take photographs if possible, but do not interact with the animal
 - Contact Ministry of Environment, Climate and Parks
 - If turtles have established nests within the Site, stop work immediately and notify the MECP of the occurrence and for further direction. The nests are to be protected from disturbance until the nestlings have hatched and dispersed, approximately in late September, and a permit with the MECP under the ESA, 2007 will most likely be required (MNRF, 2012).
- Specific requirements relating to Barn Swallow’s include the following:

- No works are to occur under the bridge during the nesting season between May 1 – August 31.
- Specific requirements relating to Fish and Fish habitat include the following:
 - In-water works are not proposed as part of the rehabilitation of the Bonnechere Road Bridge; however appropriate erosion and sediment controls should be employed during all phases of construction to reduce the potential for negative impacts to fish habitat and water quality in the Bonnechere River.
 - Develop and implement a containment and spill management plan to prevent deleterious substances from entering the watercourse.
 - Ensure machinery is clean and free of leaks.
 - Keep an emergency spill kit on site.
 - Do not stockpile soil and/or construction waste in areas that allow sediment/waste to enter the watercourses.
 - The Bonnechere River is identified as a coldwater system with a restricted in-water activity window of October 1 through July 14 (MNRF 2013b).
 - Specific requirements relating to SAR bats include the following:
 - To reduce the likelihood of harm to SAR bats, it is recommended that trees ≥ 10 cm DBH be removed outside the bat maternity roost season which is between April 1 to October 1 (MECP correspondence).
 - If tree clearing is required within this window, maternity exit surveys may be required by the MECP prior to tree removal to determine if bats are using the trees.
 - Maternity exit surveys are conducted during evening hours following industry standard, accepted protocols as outlined by MNRF (2014).
 - If work is anticipated to impact SAR Myotis bats, ESA authorization may be required and is discussed further below.
 - Specific requirements relating to tree and vegetation include the following:
 - Erect a fence at the critical root zone (CRZ) of trees
 - Do not place any material or equipment within the CRZ of the tree
 - Do not attach any signs, notices or posters to any tree
 - Do not raise or lower the existing grade within the CRZ of a tree without approval of Forestry Services
 - Tunnel or bore when digging within the CRZ of any tree
 - Do not damage the root system, trunk or branches of any tree
 - Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy

Design and Submission Requirements

Contractor's Biologist:

The Contractor shall submit supporting documentation to the Contract Administrator that the Biologist has a minimum of 10 years of experience or 5 recent projects, who is a wildlife specialist with the necessary experience and expertise to undertake the requirements of the Wildlife Exclusion, Monitoring and Removal Plan specified herein. References asserting this documentation shall be provided upon request.

Submission Requirements:

Prior to implementation of the sediment and erosion control plan the Contractor shall submit to Contract Administrator for review, one (1) electronic copy a detailed Wildlife Exclusion, Monitoring and Removal Plan. The submission shall be prepared by the Contractor's Biologist.

The Contractor's Wildlife Exclusion, Monitoring and Removal Plan shall include, but not be limited to, the following:

- Requirements to establish an exclusion zone to prevent entry of wildlife into the construction zones adjacent to the Bonnechere River. The requirements shall be coordinated and integrated into the design of the Erosion and Sediment Control Plan;
- A daily monitoring plan throughout the duration of the works;
- A methodology for removal of wildlife from within the erosion and sediment control measures including a protocol for ensuring relocation to an area of similar habitat;
- A protocol shall be developed for communication and measures required when wildlife are observed by workers within the erosion and sediment control measures; and
- The Plan shall prescribe the reporting protocols which shall conform to the Plan as approved by the Ministry of Natural Resources and any prescribed conditions of the Regulatory Authorities.

Regulatory Agency Approvals, Permits and Authorizations:

No works will be permitted until the Wildlife Exclusion, Monitoring and Removal Plan has been submitted and reviewed by the Regulatory Agencies.

The Contractor shall be responsible to submit the Wildlife Exclusion, Monitoring and Removal Plan to the Ministry of Natural Resources for review and approval. The Contractor shall provide copies of all submissions and correspondence between the Contractor and the Regulatory Agencies to the Contract Administrator.

Inspection and Monitoring Reports:

The Contractor shall submit to the Contract Administrator within 24 hours of each inspection, the inspection reports prepared and signed by the Contractor's Biologist as prescribed by the Wildlife Exclusion, Monitoring and Removal Plan. The following are the minimum requirements for the monitoring reports:

- The date and time of the inspection and monitoring;
- Observations during the inspections;
- Description of any observed wildlife and removal measures;
- Record of contact with MECP in event that SAR is observed and action/follow-up.

Contractor's Responsibilities

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of reporting any observations of wildlife and SAR within the erosion and sediment control measures to the Contractor's Site Supervisor who immediately shall advise the Contractor's Biologist for follow-up and action as specified herein. The Contract Administrator shall also be advised.

The Contractor shall be solely responsible to ensure daily monitoring for wildlife is undertaken and shall submit to the Contract Administrator the specified daily monitoring within 24 hours of the inspection being completed.

The Contractor shall immediately report to the MECP any observation of SARS. Failure to report may result in penalties being imposed by Regulatory Agency.

Operational Constraints

The Contractor shall be aware that construction activities in or adjacent to the watercourses from the period of October 1 to July 14 inclusive are not permitted to protect both spring and fall spawning species. Any work on-site which will cause or be the cause of discharge to the watercourse, particularly during the aforementioned dates, is strictly prohibited.

Work occurring under the bridge deck shall not occur during the Barn Swallow nesting period, as identified above.

Measurement and Basis of Payment

Payment for the lump sum tender item "Wildlife Exclusion, Monitoring and Removal" shall be full compensation for all labour, equipment and material to do the work as specified herein.

Payment will be based upon the following schedule:

- 20% upon satisfactory submission of the "Wildlife Exclusion, Monitoring and Removal Plan" and receipt of the Regulatory Agency permits and authorizations.
- 80% pro-rated into equal monthly payments over the entire duration in the Contractor's overall construction schedule that the in-water access and in-water sediment and erosion control measures are required for construction of the works and during which the "Wildlife Exclusion, Monitoring and Removal" shall be conducted. Release of monthly payments are subject to receipt of all monitoring reports stipulated herein.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

F-908C-001-PWC-2021-13
BARRIER WALL RAILING ANCHORS

 April 2021

Amendments to OPSS 908

OPSS 908 shall apply except as may be amended and extended herein.

908.01 SCOPE

This specification covers the requirements for replacing the ten (10) missing L-bolt anchor assemblies on the steel barrier wall railing in-kind.

908.09 MEASUREMENT FOR PAYMENT

Subsection 908.0901.01 is amended with the addition of the following:

Barrier Wall Railing Anchors

Measurement for the above item shall be for the number of barrier wall railing anchors that are replaced.

908.10 BASIS OF PAYMENT

Subsection 908.10.01 is amended with the addition of the following:

Barrier Wall Railing Anchors – Item

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

F-920C-001-PWC-2021-13
REPLACE PREFORMED SEALS

 April 2021

OPSS.MUNI 920, November 2012 shall govern this work except as amended or extended herein.

920.01 SCOPE

Subsection 920.01 is modified by the addition of the following:

This special provision covers the requirements for the removal and replacement of the Preformed seals in the expansion joints across the roadway and the safety curb. The work shall also include the removal, salvage and reinstatement of the safety curb cover plates and the supply and installation of new anchor bolts for the safety curb cover plate.

920.04 DESIGN AND SUBMISSION REQUIREMENTS

Section 920.04.01 shall be modified by the addition of the following:

920.04.01.01 Preformed Seals

The Contactor is responsible for design of expansion joint seal replacement and the design shall be in according to CSA-S6:19, MTO Structural Manual, and the requirements of this specification.

Subsection 920.04.02.02 shall be deleted and replaced with the following section:

920.04.02.02 Submissions of Drawings

One electronic copy of the shop drawings including plan, section and procedures of removal and installation of expansion joint seals, steel floor plates c/w bolts signed and sealed by two engineers licensed in Ontario, shall be submitted to the Contract Administrator two (2) weeks prior to commencing the work.

920.05 MATERIALS

Subsection 920.05.01 shall be modified by the addition of the following:

920.05.01 Preformed Seals

The Contractor shall confirm the type of expansion joint seal (Type A or Type C) prior to preparing shop drawings. The expansion joint seal to be used for the replacement in this Contract shall be listed on the MTO Pre-Qualified Products, DSM 9.40 – Joints.

920.07 CONSTRUCTION

Section 920.07.03 is amended by the addition of the following:

920.07.030.01 Replacement of Joint Seal

Existing expansion joint seals shall be removed as shown on the Contract drawings. Joint assemblies on safety curbs (and parapet) including steel floor plates c/w bolts shall be removed and salvaged to facilitate removal of existing expansion joint seals and installation of new seals.

Any damage to the components of the deck joint assembly during removal of existing expansion joint seals including armoring angles, cover plates and bolts shall be repaired according to OPSS 920 at the expense of the Contractor.

Joint assembly components shall be reinstated to its original condition. Reinstatement shall be made in accordance with the manufacturer's recommendations.

920.09 MEASURE FOR PAYMENT

Section 920.09 is modified by the addition of the following:

920.09 MEASURE FOR PAYMENT

Measurement for payment for this item shall be made by Lump Sum for completion of work including removal, salvage and reinstallation of joint assemblies on the roadway, safety curbs and parapet.

920.10 BASIS OF PAYMENT

Section 920.10 is modified by the addition of the following:

920.10.04 Replace Preformed Seals

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment, and Material to do the work.

F-930C-001-PWC-2021-13
PLACE CONCRETE OVERLAY

 April 2021

OPSS 929, November 2018, OPSS.MUNI 930, November 2014, and OPSS.MUNI 1350, November 2019 shall govern this work except as amended or extended herein.

SCOPE

This special provision covers the requirements for construction of concrete overlay as shown on the Contract drawings. The scope of work shall include but not limited to abrasive blast cleaning of the concrete surface for the overlay, and placement of the concrete overlay. Finishing and curing of the concrete overlay is included in a separate item, Finish and Cure Concrete Overlay.

After completion of scarification on the deck top to the elevations indicated in the Contract Drawings, and prior to placing the concrete overlay, a chain (2m long, 2.2 kg/m with 50 mm links) drag on the scarified concrete surface shall be performed by the Contractor under the supervision of the Contract Administrator to determine if any delaminated areas for partial depth concrete removal are present. The detected delaminated concrete areas will be delineated by Contract Administrator on site based on the chain drag detection. Concrete removal based on the delaminated areas shall be paid for under item Concrete Removal – Partial Depth Type A and shall be removed in accordance with OPSS 928.

The placement of the concrete for the delaminated area patches and the overlay of the deck are to be done in one operation, and shall be paid for in the overlay quantity.

REFERENCES

ASTM C881/C881M Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

DESIGN AND SUBMISSION REQUIREMENTS

Submission Requirements

Mix Design - Concrete

The Contractor shall be responsible for designing the mix for the concrete overlay in accordance with the Scope of this special provision, for review and approval by the Contract Administrator. Based on the results of the trial slab, a revised concrete mix design may be requested by the Contract Administrator.

The Contractor shall design a mix taking into consideration the following performance requirements:

Strength and Exposure Category

The Concrete shall have a minimum compressive strength of 35 MPa at 56 days and shall meet the C-1 exposure category as defined by CSA A23.1.

Shrinkage

The concrete mix shall be a "Low Shrinkage Concrete" as defined by CSA A23.1.

Aggregate size

The overlay thickness is nominally 60 mm thick, an appropriate aggregate size is required to be selected based on the thickness of the overlay. A maximum aggregate size of 14 mm is anticipated.

Crystalline Waterproofing

The mix design shall incorporate a crystalline waterproofing admixture into the mix, the design basis for this admixture is Xypex C-500. If required, the Contractor shall propose alternative crystalline waterproofing admixtures to the Contract Administrator for review and approval prior to submitting the mix design for review, the request should be accompanied with documentation attesting to an equivalent product.

Polypropylene Fiber Mesh

A product containing a mix of both micro and macro synthetic fibers shall be added to the concrete mix to act as reinforcement in the concrete and reduce the width of shrinkage cracks.

The dosage rate shall be in accordance with the manufacturer's product requirements for the use and required performance of the overlay.

Submission Requirements

Submission requirements for the concrete mix design shall be per OPSS.MUNI 1350. The mix design submission shall include prequalification testing, for low shrinkage concrete, as part of the submission.

Concrete Placing Plan

The Contractor shall prepare a plan, and submit it to the Contract Administrator for review, outlining the proposed methodology to be used for controlling the finished grade of the overlay placement. The plan shall be submitted three (3) weeks prior to the placement of the overlay.

MATERIALS

Bonding Agents

An epoxy bonding agent, meeting the requirements of ASTM C881/C881M Type IV for use in load bearing applications for bonding hardened concrete to concrete, shall be used as a binder for the overlay.

Crack Filling Epoxy

A low viscosity epoxy adhesive shall be used to fill cracks in the overlay after the curing period. The epoxy shall be able to gravity feed cracks with a width of 0.15 mm.

CONSTRUCTION

Place Concrete Overlay

The concrete overlay shall be formed in accordance with OPSS 930. The use of a screed machine in placing the overlay is not required.

Crack Survey and Crack Repair

After the existing concrete deck has been placed and cured, the Contractor will undertake a crack survey in the presence of the Contract Administrator to identify and repair any shrinkage cracks that have formed in the overlay. Cracks in the overlay identified will be gravity fed with an approved low viscosity epoxy adhesive.

Curing

The overlay shall be cured with water and wet burlap covered in plastic for a period of no less than 7 days.

MEASUREMENT FOR PAYMENT

Place Concrete Overlay

Measurement for payment shall be made by cubic meters of concrete overlay placed.

BASIS OF PAYMENT

The partial depth concrete removal resulting from the chain drag shall be paid by a separate tender item included in this Contract - Concrete Removal-Partial Depth Type A. Placement of repair material in the additional removal, shall be paid under the "Place Concrete Overlay" item.

The cost associated with conducting the Crack Survey and Repair after the overlay is placed and cured shall be included in the tender item "Finish and Cure Concrete Overlay" and shall be full compensation for all labour, material and equipment to do the work. No separate payment will be made for the length of crack measured.

F-930C-002-PWC-2021-13

TRIAL SLAB
April 2021

SCOPE

The scope of work for work of this item shall be the placement, finishing and curing of a trial slab of the concrete overlay to determine finishing requirements and potential required changes to the mix design. The trial slab shall not form part of the finished works. The removal and disposal of the trial slab shall also be included in the cost of the item.

Based on the results of the trial slab modifications to the concrete overlay mix designs may be requested.

MATERIALS

Concrete

The concrete used for the trial slab shall be the same mix design, including all additives, as proposed for the concrete overlay.

CONSTRUCTION

Size

The trial slab shall have plan dimension of at least 3 m x 3 m and shall have a nominal thickness of at least 60 mm.

Location

The trial slab shall be constructed in a location approved by the Contract Administrator. If the location of the trial slab is closer to the concrete production facility than the job site, than the concrete appropriate discharge time shall be simulated by idling the concrete truck.

Finish and Curing

The proposed curing regime for the overlay shall be used for curing the trial slab, at a minimum the requirements of OPSS.MUNI 930 for curing shall be followed.

Surface Texture

The "rake" finish specified for the concrete overlay shall be applied to the trial slab.

QUALITY CONTROL

The Contractor shall measure the slump, air constant and temperature of the concrete used in the trial slab. A set of compressive strength cylinders shall also be taken and tested. The results of all testing shall be sent to the Contract Administrator for review.

MEASUREMENT FOR PAYMENT

Trial Slab

Measure for payment shall be by Lump Sum.

BASIS OF PAYMENT

Trial Slab - Item

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

SECTION G
APPENDICES

INDEX FOR SECTION 'G' – APPENDICES

Appendix Drawings