

CPR Overhead Bridge Rehabilitation

Rehabilitation of a three-span CPR Overhead bridge within the United Counties of Stormont, Dundas and Glengarry, West of Winchester, Ontario on County Road 31. Work includes, temporary railway track protection, barrier wall replacement, concrete patching on the deck, abutment refacing, semi-integral conversion, temporary supports, asphalt removal, waterproofing and paving, steel beam guiderail and miscellaneous approach works.



TENDER NO. 2021-31-277

Closing Date

1:00:00 p.m., local time, May 14, 2021

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Section A: Form of Tender

I/We, the undersigned, having carefully examined the scope of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in the attached Schedule of Prices, which forms part of this Tender.

Provided with this Tender is a **\$5,000** credit card pre-authorization form to the United Counties of Stormont, Dundas and Glengarry to serve as an initial bid deposit. The balance of the bid deposit to 10% of the total bid price shall be provided to the County via electronic fund transfer (EFT) following tender close, but prior to award. The proceeds of the entire bid deposit shall be forfeited to the County if the Contractor fails to file with the Municipality an executed form of agreement for the performance of the work within fourteen (14) calendar days from the date of notification of acceptance of this tender by the Municipality or the Contractor fails to commence the work specified as provided elsewhere in the Contract. The County shall retain the bid deposit until the Contract has been completed and accepted by the Owner. Funds from this bid deposit shall also be forfeited should terms of this contract not be completed to the satisfaction of the Owner. Performance Bonds shall not be accepted in lieu of a certified cheque/bank draft as stipulated.

Per the provisions of the *Construction Lien Act*, prior to the commencement of work, the successful bidder will be required to furnish the County with a labour and material payment bond and performance bond each having a coverage limit of 50% of the total contract price. The 10% bid deposit will additionally be held in trust for the duration of the Contract.

This Tender shall be open for acceptance for a period of forty-five (45) days after the closing date. After this time, the Tender may only be accepted with the consent of the Contractor.

I/We hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

NOTES:

All quantities are approximate and subject to increase or decrease at the discretion of the County. Unit prices given shall be used for computing payment.

Any questions pertaining to this Tender should be directed to:

Karen McDonell
Purchasing Coordinator
Office (613) 932-1515 Ext. 209
kmcdonell@sdgcounties.ca

STANDARD TENDER REQUIREMENTS

Period of Validity of Tender:

Unless otherwise specified in these Tender documents, it is agreed that this Tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of Tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the bidder, although such notice will, of course, be given as expeditiously as possible.

Schedule:

The Contactor shall have (25) consecutive working weeks from the start date to substantially complete the work as contained in the Tender. It is anticipated that the commencement date will be on or about May 31st, 2021; however, the official start-date shall be mutually established by The Corporation of the United Counties of Stormont, Dundas and Glengarry and the Contractor upon award of the Contract. Once the official start-up date is established, the official Completion Date will then be calculated and used for the calculation of Liquidated Damages as detailed elsewhere in the Contract. Substantial completion of the project shall be completed no later than November 26th, 2021.

Written acceptance of the total tendered price will be provided on or before May 24th, 2021.

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

Delays:

If the Contractor is delayed in the completion of the work:

- i) by reason of changes or alterations made under Section GC3.10 of the General Conditions of Contract;
- ii) by reason of any breach of contract or prevention by the Corporation, or other Contractor of the Corporation or any employee of any of them;
- iii) by reason of delay by the Corporation in issuing instructions or information or in delivering materials;
- iv) by any other act or neglect of the Corporation or any other Contractor of the Corporation or any employee of any of them;
- v) for any cause beyond the reasonable control of the Contractor;
- vi) by acts of God, or of the Public Enemy, Acts of the Province or any other Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Subcontractors due to such causes,

The time of completion shall be extended, in writing, at any time on such terms and for such period as shall be determined by the Corporation. Notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Corporation, in writing, on the form prescribed at least fourteen calendar days prior to the date of completion fixed by the Contract. All bank drafts or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under this Contract and all of such rights shall continue in full force and effect after the time limited in this contract for the completion of the work.

In this Contract, whenever power and authority are given to the Corporation or the Engineer or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time not only in the event of the happening of such contingencies before the time limit in this contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Corporation.

Liquidated Damages:

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified aforementioned damage will be sustained by the Corporation, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Corporation the sum of **ONE THOUSAND DOLLARS (\$1000.00)** for liquidated damages for each and every working day delay in finishing the work beyond the dates of completion prescribed. It is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.

The Corporation may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Corporation.

Bid Deposit:

Provided with this Tender is a **\$5,000** credit card pre-authorization form to the United Counties of Stormont, Dundas and Glengarry to serve as an initial bid deposit. The balance of the bid deposit to 10% of the total bid price shall be provided to the County via electronic fund transfer (EFT) following tender close, but prior to award. The EFT will be arranged at a mutually agreeable time between both parties.

This bid deposit of the successful bidder shall be deposited in trust for the duration of the contract. All other bid deposits will be returned as soon as a contract agreement has been executed or at the discretion of the Owner. Performance bonds shall not be accepted as bid deposits.

Per the provisions of the *Construction Lien Act*, prior to the commencement of work, the successful bidder will be required to furnish the County with a labour and material payment bond and performance bond each having a coverage limit of 50% of the total contract price. The 10% bid deposit will additionally be held in trust for the duration of the Contract.

In the event of default or failure on the part of the Contractor to complete the contract to the satisfaction of the County, the Corporation shall be at liberty to accept the next lowest or any bidder, or call for new tenders, holding the Contractor and any surety provided liable for any increase in cost to the Corporation. In cases of repeated or persistent faulty work or performance on the part of the Contractor, and in cases where the Contractor becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the County may, by notice in writing, terminate the contract (or parts thereof) on such day as they may set in the notice.

Failure to perform any or all of the works outlined in this contract to the satisfaction of the Owner may result in forfeiture of the bid deposit(s).

Contract Agreement:

This Tender is subject to a formal contract being prepared and executed.

Changes in Work:

The Owner, or Representative, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract price and the contract time being adjusted accordingly.

Fraud or Bribery:

Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, Officer or Servant of the Corporation, or to commit fraud against the County, the Corporation shall be at liberty to cancel the contract forthwith, or to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of the Forfeit clause.

Section B: Information to Bidders

1. This tender will be closed via electronic means only.

An initial \$5,000 bid deposit via credit card (pre-authorization form included in form of tender) will be processed by the United Counties of Stormont, Dundas and Glengarry at tender close. Results will be published immediately after the initial credit card bid deposit has been processed.

Following tender close, but prior to formal award, the low bidder and second low bidder will provide the County with the balance of the bid deposit to 10% of the total bid price via electronic fund transfer (EFT). Refusal to forward the balance of the bid deposit will result in forfeit of the initial bid deposit. The bid deposit of the second low bidder will be returned upon formal award to the low bidder.

The 10% bid deposit will be held in trust for the duration of the Contract.

In addition to the bid deposit, per the provisions of the *Construction Lien Act*, prior to the commencement of work, the successful bidder will be required to furnish the County with a labour and material payment bond and performance bond each having a coverage limit of 50% of the total contract price.

2. Tender results will be published immediately following the deadline.
3. It shall be the Contractor's responsibility to clarify any points in question with the Owner prior to submitting the Tender on this project.
4. Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures, alterations or irregularities of any kind may be rejected as informal or void.
5. The bid must not be restricted by a statement added to the Tender form or by a covering letter or by alterations to the Tender form provided. Adjustments to a Tender form already submitted will not be considered. A Bidder desiring to adjust a Tender must withdraw the Tender and/or supersede it with a later Tender submission.
6. The lowest, or any Tender is not necessarily accepted.
7. The Bidder shall familiarize themselves with all aspects of the work including the Form of Tender, the Information to Bidders, the General Conditions and Special Provisions. The Bidder shall visit the site of the work if they feel it is necessary and shall confirm all dimensions and conditions pertinent to the work, including verification of the type of material to ensure compatibility. The Contractor will be held to have examined the premises before submitting his Tender for the work and satisfied himself as to the present

structural and physical condition of such portion thereof as it is the intention to repair, remove, replace or restore; also, the conditions under which he will be obliged to operate or that will in any way affect the execution of the work of the contract. The Owner will accept no responsibility for the failure or negligence of a Bidder in doing so.

8. The Contractor will be required to obtain and pay for any building permit required for the execution of the work and shall obtain and pay for all other permits required, give all legal notices and pay all legal fees required as incidental to the work generally.
9. The Corporation does not bind itself to accept the whole or any part of any Tender, and in particular if only one Tender is received, the Corporation of the United Counties of Stormont, Dundas and Glengarry reserves the right to reject it.
10. The Contractor shall supply all labour and materials, transportation, apparatus, tools, scaffolding, etc. for the entire proper and substantial completion of the work; and shall install, maintain and remove all equipment of construction and other tools and things, and be responsible for the safe, proper and lawful construction, maintenance and use of same; and shall construct in the best workmanlike manner a complete job, including everything properly incidental thereto, as stated in the specifications, reasonably implied thereby, evidently necessary or unusually provided in standard practice, all in accordance with the Contract Documents.
11. It is intended that the work so described is complete in that typographical errors or omissions will not impact a partial or incomplete aspect to the Work. Any situation should be brought to the immediate attention of the Owner prior to the close of the Tender.
12. Within 14 calendar days of notification of award the successful Bidder must provide the County with a certificate of insurance in compliance with insurance requirements stipulated below. All policy requirements shall not be cancelled, permitted to lapse or materially changed unless the insurer notifies the County in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change. In any event, the Contractor must maintain adequate insurance coverage as required by the County throughout the duration of the contract. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the County. A valid copy of the certificate of insurance shall be in the County's possession at all times.
 - i. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / \$5,000,000.00 annual aggregate for any negligent acts or omissions by the Contractor relating to its obligations under this agreement. Such insurance shall include, but not be limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; Owners & Contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent

employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the United Counties of Stormont, Dundas and Glengarry as an Additional Insured subject to a waiver of subrogation in favor of the County with respect to the operations of the Bidder.

This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the County. The successful bidder shall indemnify and hold the United Counties of Stormont, Dundas and Glengarry harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the Bidder, its agents, officers, employees or other persons for whom the Bidder is legally responsible.

- ii. Automobile liability insurance with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss.
 - iii. The Bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than \$1,000,000.00 per incident / annual aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.
13. The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Act. The Contractor shall also be required to supply the County with a Certificate of Clearance issued by the Workplace Safety & Insurance Board. This certificate, along with the insurance certificate, must be received by the County with the signed contract agreement. Updated Clearance Certificates shall be provided as required.
14. Bidders shall be responsible to comply with the latest revision of the Ontario Health and Safety Act, including any amendments which come into force during the duration of this contract. All costs for services/ materials required to fulfill these obligations shall be assumed to be included in the contract price quoted.
15. The regulations of the Highway Traffic Act shall apply.
16. The Contractor shall be responsible for and shall pay any dues and assessments payable under the Workplace Safety & Insurance Act, the Unemployment Insurance Act or any other Act, whether Provincial or Dominion in respect to all employees or operators. The Contractor shall, upon request, furnish the Corporation with satisfactory evidence that he

has complied with the provisions of any such Act.

17. A pre-construction meeting may be called by the Owner. The Contractor cost for such shall be considered to be included in the unit prices bid.
18. The Tender submission shall be considered written confirmation of compliance with the Occupational Health and Safety Act regulations which includes W.H.M.I.S. training. The successful Bidder must be able to produce written confirmation of training of any and all personnel that may perform work under this contract. When proof is requested by a County representative and it is not available the personnel in question may be instructed to leave the site immediately.
19. The Contractor shall also provide the County with Safety Data Sheets (S.D.S.) for all materials being supplied under this contract. These sheets shall be submitted with the signed contract agreement.
20. The Contractor shall be known as the Operator with regard to C.V.O.R. (Commercial Vehicle Operator Registration) legislation as defined in the Highway Traffic Act.
21. Payment for work done or materials supplied shall not become due until the Contractor has filed, with the Corporation, satisfactory proof that all accounts for labour and material furnished to the project by third parties have been paid. If any lien remains unsatisfied after all payments have been made, the Contractor shall refund to the Corporation all monies that the latter may be compelled to pay in discharging such a lien, including all costs incidental thereto.
22. The Corporation shall have the right to retain, out of any monies payable by the Corporation to the Contractor under this Contract, the total amount outstanding from time to time of all damage claims by third parties arising out of this contract which have not been settled by the Contractor or his insurers. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from him or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.
23. No Tender will be considered from any Bidder who is not known to be skilled and regularly engaged in work of a character similar to that covered by Drawings and Specifications. In order to aid the Owner in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Owner to do so, furnish evidence satisfactory to the County as to the Bidder's experience and familiarity with work of character specified and his financial ability to execute properly the proposed work to completion within specified time.
24. References must be provided as stipulated. It is understood that the Owner may contact any or all references; particularly prior to recommendation of award (normally within 3 days after Tender closing). Failure to provide said references may result in disqualification.

25. The whole or any part of the contract arising from this Tender may not be assigned or sub-contracted without the specific written consent of the County, and, if provided, such sub-contract shall incorporate all of the terms, conditions and liabilities that can reasonably be applied to the prime contract. A list of any and all intended Subcontractors must be included with the Tender submission. Changes or additions to the original information provided must receive approval of the County. References may be requested for Subcontractors prior to said approval.
26. Subcontractors must have the same coverage (insurance, W.S.I.B., W.H.M.I.S., etc.) as the Contractor. It shall be the Contractor's responsibility to provide this same documentation to the County within the 14 calendar day period after contract award or, in the case of changes, at least 48 hours prior to the Subcontractor coming on the jobsite.
27. The SDG Health and Safety Policy and Procedures Manual contains the following: "CONTRACTORS AND SUBCONTRACTORS". This classification is external to the County organization and includes all those individuals or organizations working on a contract for the County. The health and safety responsibilities attached to the classification include the following:
- i. Demonstrate the establishment and maintenance of a health and safety program, with objectives and standards consistent with applicable legislation and this corporation's health and safety policy requirements.
 - ii. Include health and safety provisions in their management system to reach and maintain a consistently high level of health and safety.
 - iii. Ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.
 - iv. All accidents/incidents and near misses are to be reported to the supervisor of the contract immediately or as soon as possible.
28. It is fully understood that the Contract Administrator (also referred to as "Owner" or "Corporation" elsewhere in this Tender document) is the United Counties of SDG or its representatives.
33. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE, Disabilities Act.

It is the Proponent's responsibility to ensure that they and all sub-contractors hired under this contract are in full compliance with Section 7 of Ontario Regulation 191/11, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

34. TREATMENT OF INFORMATION

The information submitted in response to this request will be treated in accordance with

the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The information collected will be used solely for the purposes stated in this request.

If the Bidder believes that any part of its bid reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relation information or any other similar secret right of information belonging to the Bidder, the information must be clearly marked as being confidential.

This does not apply to the lump sum pricing information that will be read out at the public opening. Unit prices as defined under the MFIPPA will not be provided at the public opening.

Any requests for access to submissions will be subject to a formal review based on MFIPPA requirements prior to the release of any third-party information.

35. Questions pertaining to this contract should be addressed to:

Karen McDonell, Purchasing Coordinator - 1-613-932-1515; Ext. 209
kmcdonell@sdgcounties.ca

Deadline for questions is May 11, 2021 at 1:00:00 p.m.

Section C: General Conditions

General:

The November 2019 Ontario Provincial Standards (OPS) for Roads and Public Works Municipal Oriented General Conditions of Contract (OPSS.MUNI 100) shall apply to this contract for its duration with the following additions / amendments noted below. The submission of a tender by the Contractor signifies that they have reviewed the appropriate OPS General Conditions. The general conditions are available online at

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>

A copy of the OPSS General Conditions will be provided to Contractors on request.

Wherever the word “County”, “Counties” or “Corporation” or “Owner” appears in this Contract, it shall be interpreted as meaning the “Corporation of the United Counties of Stormont, Dundas and Glengarry”.

Wherever the word “Engineer” or “Owner” appears in this Contract, it shall be interpreted to mean the County Engineer or any other authority designated by the County.

Supplementary Definitions

“Access Road” – means a private road built or used by the Contractor to gain access to the work or to a source of material but excluding any haul road and the road under contract.

“Culvert” - means a structure which is designated as a culvert in the Contract documents and which is designed to provide an opening under a roadway, railway or side entrance for the passage of surface water, livestock or pedestrians.

“Earth Grade” - means the earth surface, whether in cut or fill, as prepared for the base or sub-base.

“Grade Line” - means the line representing the established elevation of the completed work in profile or longitudinal section taken along a reference line established for the control of the work.

“Grade Point or Transition Point” – means the point where the grade line passes from cut to fill.

“Haul Road” – means any public road excluding the road under contract, which forms part of a materials haul route.

“Minister” – means the Minister of Transportation, and where the word appears M.T.O. Specifications which are included in this contract shall mean the Engineer as defined elsewhere.

“Ministry” – means the Ministry of Transportation and where the word appears in M.T.O. Specifications which are included in this contract shall mean the Corporation as defined elsewhere.

“Road Allowance” or “Highway” – means the land acquired at any time for the use of the public as a common highway.

“Roadbed” – means the portion of the work which is designed to support the wearing surface and the shoulders of the roadway.

“Rock Grade” – means the rock surface, whether in cut or fill, as prepared for the base or sub-base.

“Sewer” – means a conduit which has been designed as a sewer to carry storm waste, sanitary waste or both, and which is designated as a sewer in the contract documents.

“Tonne” – equals 1000kg. Or two thousand, two hundred and four pounds Imperial measure.

Amendment to Reliance on Contract Documents (GC2.01.01)

It is the Contractor’s responsibility to locate (horizontal and vertical) all underground utilities. Mainline underground utilities shown on the contract drawings are for information only and shall not be interpreted to any tolerance. The cost to locate/ support/ work around any underground utilities will be the responsibility of the Contractor.

Supplemental Requirements for Claims, Negotiations and Mediation (GC3.13)

The successful bidder shall, after the award of contract and before the start of work, submit a schedule of hourly labour rates, showing payroll burden rates separately for the evaluation of extra claims.

Amendment to Approvals and Permits (GC 4.02.01)

The Contractor shall obtain and pay for any building permit required for the execution of the work and shall obtain and pay for all other permits required, give all legal notices and pay all legal fees required as incidental to the work generally.

Supplemental Requirements for Protection of Work, Persons and Property (GC6.01)

Where haul roads are damaged due directly, to the hauling operations, the Contractor shall place such material and perform such work on the haul road as required to provide safe passage and control of traffic thereon: and shall, on completion of the hauling operations, place such material and perform such work necessary to restore the haul roads to their original condition.

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

Supplemental Requirements within Contractor's Responsibilities (GC7.0)

- 1) Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Owner. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, R.S.O. 1990. This reporting shall not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.
- 2) Maintenance of traffic shall be provided by the Contractor in accordance with Section GC7.06 of Ontario Provincial Standards, "General Conditions of Contract". Signing and traffic control shall be constructed in accordance with the "Ontario Traffic Manual, Book 7 - Temporary Conditions" published by the Ministry of Transportation of Ontario. Signing shall be erected prior to the commencement of each item and if the signs do not meet Ministry standards they will be placed by the County. All charges associated with additional signing will be borne by the Contractor.

If during construction, proper traffic control is not provided upon 24 hours of written notice of an infraction, the County will supply the required flagger(s) and will deduct from the Contractor's payment \$350.00 per flag person per day and the required signing at \$50.00 per sign per day.

Amendment to Payment for Equipment (GC8.02.05.06)

The Owner shall pay the Contractor for the Working Time of all equipment other than Rented Equipment and Operated Rented Equipment when used on a time and material basis at the OPSS 127 rates with a cost adjustment of 75% of the OPSS 127 rates.

Despite the general provision above, the January 19, 2021 version of OPSS 127 shall apply to this contract.

Supervision & Inspection

The Contractor will provide a competent, experienced Supervisor/Inspector who must be present for the entire duration of the work. Should the Contractor's Supervisor leave the work site without prior notification to the County representative, a cease order may be issued until his return.

No work may be done in the absence of the County appointed Inspector unless specifically authorized by the Owner. Any work done in the absence of the Inspector shall be subject to thorough and critical examination and must, if deemed to be unacceptable, be re-done at the Contractor's sole expense, but no approval by the Inspector shall be taken as, or construed into an acceptance of defective or improper work or material, which must, in every case, be removed and properly replaced whenever discovered at any stage of the work. Orders given by the Owner relating to the quality of material and workmanship must be obeyed by the Contractor

immediately.

The Contractor shall obey the directions/instructions issued by the named Owner representative. Failure to do so may also result in a cease order until such time as all issues have been addressed to the Owner's satisfaction.

Section D: Standard Specifications and Standard Drawings

Section D1 – Standard Drawings

- 1.1 The Contractor acknowledges that certain standard detail drawings, which are provisions of this Contract, have *not* been reproduced for inclusion in the Contract Documents. These standard drawings are listed in Subsection 1.3. Some of the standard detail drawings may be shown on the Contract Drawings.
- 1.2 The Contractor acknowledges that the standard drawings referred to in Subsections 1.1 and 1.3 are the Ontario Provincial Standard Drawings (OPSD) as produced and amended by the government of the Province of Ontario.
- 1.3 The Ontario Provincial Standard Drawings (OPSD) which are provisions of this Contract are:

OPSD	Rev No	OPSD	Rev No	OPSD	Rev No
911.140	1	911.232	1	912.101	3
912.102	2	912.103	2	912.130	3
912.330	1	912.401	1	912.430	3
912.530	2	2302.020	0	3329.100	2
3329.101	2	3370.100	2	3370.101	2
3390.100	2	3419.100	1	3950.100	1

List not fully inclusive of all other referenced OPSD's associated with the work

Section D2 – Standard Specifications

- 2.1 The Contractor acknowledges that certain standard specifications, which are provisions of this Contract, have not been reproduced for inclusion in the Contract Documents. These standard specifications are listed in Subsection 2.3 and in the Schedule of Prices.
- 2.2 The Contractor acknowledges that the standard specifications referred to in Subsections 2.1 and 2.3 are the Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario. Municipal Oriented Specifications shall govern.
- 2.3 The Ontario Provincial Standard Specifications (OPSS) which are provisions of this Contract are (Note: Reference to Material Specifications not listed below):

OPSS	Rev. Date	Description
100.MUNI	Nov.18	General Conditions of Contract
102	Nov. 18	Weighing of Materials
127.PROV	Nov. 18	Schedule of Rental Rates for Construction Equipment including Model and Specification Reference
128	Apr 06	The Supply of Materials from Designated Sources
180.MUNI	Nov 16	Management and Disposal of Excess Material
182.MUNI	Nov. 12	Environmental Protection for Construction in Water bodies and on Water body Banks
201.MUNI	Apr. 19	Clearing, Close cut Clearing, Grubbing, and Removal of Surface and Piled Boulders
206.MUNI	Nov. 19	Grading
305.MUNI	Nov. 16	Granular Sealing
310.MUNI	Nov. 17	Hot Mix Asphalt
314.MUNI	Nov. 16	Construction Specification for Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
353.MUNI	Nov. 16	Concrete Curb and Gutter Systems
408	Nov. 15	Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers
501.MUNI	Nov. 17	Compacting
510.MUNI	Nov. 18	Removal
539.MUNI	Nov. 14	Temporary Protection Systems
706.MUNI	Apr. 18	Temporary Traffic Control Devices
708.MUNI	Apr. 18	Portable Temporary Traffic Signals
710	Nov. 10	Pavement Marking
721.MUNI	Apr. 18	Steel Beam Guide Rail and Cable Guide Rail
723.MUNI	Apr. 17	Energy Attenuators
740	Nov. 10	Concrete Barriers
802	Nov. 19	Topsoil
804.MUNI	Nov. 14	Seed and Cover
805.MUNI	Nov. 18	Temporary Erosion and Sediment Control Measures
902	Nov. 10	Excavation and Backfilling
904.MUNI	Nov. 12	Concrete Structures
905.MUNI	Nov. 17	Steel Reinforcement for Concrete
908.MUNI	Nov. 14	Metal Traffic Barriers and Metal Railings for Structures
913.MUNI	Nov. 17	Embedded Work in Structure for Electrical Systems
914.MUNI	Nov. 14	Waterproofing Bridge Decks with Hot Applied Asphalt Membrane
919	Nov. 11	Formwork and Falsework
920.MUNI	Nov. 12	Deck Joint Assemblies, Preformed Seals, Joint Fillers, Joint Seals, Joint Sealing Compounds, and Waterstops - Structures
922.MUNI	Apr. 17	Installation of Bearings

928.MUNI	Apr. 19	Structure Rehabilitation - Concrete Removal
929.MUNI	Nov. 18	Abrasive Blast Cleaning - Concrete Construction
930.MUNI	Nov. 14	Structure Rehabilitation - Concrete Patches and Overlays

Section E: Special Provisions

OPERATIONAL CONSTRAINT – WORKING WITHIN THE CPR RIGHT-OF-WAY

The Contractor is hereby advised of the following general conditions for execution of the work at the site within the CPR Right-of-Way.

GENERAL CONDITIONS:

1. The Owner has previously obtained a general agreement from CPR for a protection scheme to the Rail right-of-way. When the protection scheme is in place, the Contractor is permitted to work elsewhere on the project without the need for a flag person. The installation and removal of the protection scheme as well as works within the Rail right-of-way will require that a flag person be on site. The availability of flag persons is very limited in 2021 and **the contractor shall be required to:**
 - a. **coordinate directly with the rail authority** (or their designated representative) to finalize the scheduling of flagging immediately upon commencement of the project, and
 - b. **coordinate the installation to be efficient and continuous**, as the flaggers will not be returning once the installation period ends.

The authority has been advised to anticipate a requirement for a flag person to be on site in the periods of:

- (i) June 7th to 18th, 2021, and
 - (ii) November 27th to December 10th, 2021.
2. CPR has indicated that these are not guaranteed time frames and may vary as to availability on the particular dates. The Contractor shall assume that these scheduled times could vary by up to three (3) weeks and shall schedule work, not affecting the Rail right-of-way, to be completed in the event of these variations. No claims for delays or adjustments in scheduling will be considered warranted as a result of this variation. Note that with regard to the second flagging period, the Contractor must give CPR confirmation of the need in this period before the beginning of July 2021.
 3. The Contractor must plan the work to be completed within the Rail right-of-way, including the installation and removal of the protection works, to take place during these two periods.

4. The Contractor shall complete all works in accordance with the following documents (which are appended to this special provision).
 - (i) Operational Constrains for Work On, Above or Below Railway Right of Way, May 1, 2009.
 - (ii) Minimum Safety Requirements for Contractors Working on CP Property in Canada, September 15, 2010.
 - (iii) Flagging Protection Protocol, 2013.
 - (iv) CP Right of Entry Form for Contractors/Construction Agreement.

5. The Railway will require, from the Contractor, proof of insurance before construction begins.

The County shall bear the direct costs for Flagging for the provision of a flag person on site in the time frames indicated from under the Contract Item "CPR Track Protection Flagging Allowance". No separate payment will be made for other costs incurred by the Contractor, as a result of the requirements of the Rail Authority. These costs shall be included in the related payment items of the Contract.

Construction:

The Contractor shall carry out all construction activities over or adjacent to the existing railway tracks within limited timeframes dictated by the valid train schedule(s) in operation at the structure crossing at Winchester Subdivision Mile 88.95 and also, in conformance with all the requirements established by the Railway Authority (CPR) for entry, working and safety within the Right-of-Way (R.O.W.), as specified elsewhere in the Contract. Disruptions to the train schedule(s) and alterations to the established railway clearances shall not be permitted at any time during the duration of the works.

Consequently, based on the operational constraints explained above, the Contractor shall consider resourceful/innovative construction methods/procedures in order to achieve an efficient/timely construction work schedule without any disturbance to the railway. These methods/procedures may include, but are not limited to, the use of pre-assembled and easily removable sections/segments for constructing, installing and erecting any required scaffolding, work platforms, falsework, formwork, railway protection / fencing systems and any other work activity that may be affected by the restrictions imposed by the railway traffic at this site and for entry, working and safety within CPR R.O.W.

OPERATIONAL CONSTRAINT – Construction Access

Access to the south half of the bridge below the structure may be provided from the private dirt access road located south of the tracks from Fawcett Rd. This road is unmaintained and shall be used at the risk of the Contractor. Pre-construction photos shall be taken by the Contractor and damage from use shall be repaired and reinstated at the Contractors expense following the end of use. The Contractor at no time shall be permitted to cross the tracks with vehicles or equipment unless written approval is provided by CPR and the Contract Administrator.

OPERATIONAL CONSTRAINT - Notification of Emergency Service Providers, School Boards and Area Businesses

The Contractor shall notify the stakeholders below 14 days in advance of work commencing regarding the construction schedule and if any changes to traffic flow are anticipated.

All notification shall be in writing and copied to the Contract Administrator. A draft of the notification shall be submitted to the Contract Administrator for approval a minimum of five (5) days prior to distribution. The notification shall include the contact information of the Contractor and the Contract Administrator.

The Contractor shall notify the Contract Administrator of any inquiries received from the public within 48 hours.

Contact information is provided below:

Emergency Services	
OPP – opp.er.mailroom@opp.ca	Winchester Fire Chief - Dan Kelly 613-223-8687
EMS – SDG – emsdutyofficer@cornwall.ca	
School Boards and Transportation	
Upper Canada District School Board (613-342-0371) Catholic District School Board of Eastern Ontario (613-258-7757)	Student Transportation General – transportation@steo.ca
Interest Groups/Businesses	
Reis Equipment Centers (613-774-2273) Green Tech Ag & Turf Inc (613-774-2883) Rideau Auctions (613-774-2735)	Dan R Winchester Farm Equipment (613-774-1616)

OPERATIONAL CONSTRAINT – Covid-19 and Impact to Schedule

The current Pandemic is a known risk to schedule and SDG will work with the Contractor to revise schedule accordingly based on government directions and impact to work. The Contractor may be required to substantiate supplier issues as early as possible and provide updates of construction completions dates based on the impact to the baseline schedule.

OPERATIONAL CONSTRAINT - Working Around Existing Utilities

The locations of all utilities shown are approximate only. Prior to proceeding with the work, the exact locations / depth of all utilities affected by the work shall be determined by the Contractor. The Contractor shall be responsible for locating the utilities and for providing protection to existing utilities during all construction operations. The locations of existing utilities within the project limits shall be determined by contacting the concerned utility companies.

The Contractor shall be aware of the following, but not limited to:

- Two embedded ducts within the west curb (asbestos ducts).
- Overhead utility wires passing below the structure at the south span.
- Underground utility lines within the CPR R.O.W.

OPERATIONAL CONSTRAINT - Guide Rail Operations

The Contractor shall ensure that guide rail system adjacent to live lanes remain in place at all times. Any guide rail system that is removed shall be replaced with its new installation prior to opening the adjacent lane to traffic. Alternatively, temporary protection (TCB and appropriate end treatments) shall be supplied and placed by the Contractor at no cost to the owner.

OPERATIONAL CONSTRAINT – Control of Emissions

This operational constraint describes the requirements for the control of emissions including but not limited to; dust, abrasive blast medium and other debris generated from work on structures involving abrasive blast cleaning of concrete, structural steel and reinforcing steel, and the cutting and grinding of concrete.

The Contractor shall give the Contract Administrator written notice 3 working days prior to the start of abrasive blast cleaning of concrete, reinforcing steel and structural steel, and of the cutting and grinding of concrete. The Contractor shall submit with the written notice a proposal describing the procedures/plans to control the emissions of dust, abrasive blast medium and other debris from these operations.

The Contractor shall take whatever measures necessary to ensure that dust, abrasive blast medium, and other debris from work on structures involving abrasive blast cleaning of concrete, reinforcing steel and structural steel, and the cutting and grinding of concrete, do not enter any surface waters; or escape beyond the right-of-way.

The measures may include:

- (a) termination of operations during periods of high wind;
- (b) the use of low dust generating technologies such as vacuum abrasive blasting;
- (c) vacuuming of surfaces to remove dust and debris; and
- (d) the use of temporary barrier walls or enclosures.

Excess materials shall be managed as specified in the Contract Documents.

Payment for the control of emissions during work on structures involving abrasive blast cleaning of concrete, reinforcing steel and structural steel, and the cutting and grinding of concrete, shall be deemed to be included in the tender items requiring such control.

OPERATIONAL CONSTRAINT – Species At Risk

The following tables provides a list of the possible species at risk (SAR) located at the site.

Common Name	Scientific Name	ESA (2007)
Birds		
Barn Swallow	<i>Hirundo rustica</i>	Threatened
Bobolink	<i>Dolichonyx oryzivorus</i>	Threatened
Mammals		
Eastern Small-footed Myotis	<i>Myotis leibii</i>	Endangered
Little Brown Myotis	<i>Myotis lucifugus</i>	Endangered
Northern Myotis	<i>Myotis septentrionalis</i>	Endangered
Tri-colored Bat	<i>Perimyotis subflavus</i>	Endangered
¹ Considered Threatened in the Species at Risk Act (SARA, 2002).		

The Contractor shall be responsible to report discovery or any activity of the SARs species to the Contract Administrator during construction.

After May 30th or the official start date (whichever is sooner) the Contractor shall take responsibility to prevent nesting during construction.

NOTICE TO CONTRACTOR – REFERENCE PLANS AND REPORTS – for information purposes only

The Contractor is hereby notified that the following plans and reports are available digitally to the

Contractor during the tender period:

- Original Design Drawings – CPR Overhead, dated June. *Oct. 1968*

Documents may be viewed from 0830 hrs to 1630 hrs, Monday to Friday, at the offices of the United Counties of Stormont Dundas & Glengarry, Roads Department, 26 Pitt St., Suite 223, Cornwall, Ontario, Telephone Number – 613-932-1515 x 208. It is requested that the County Office be contacted a minimum of 3 hrs prior to viewing the documents.

SP1 - SITEWORK

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 following work:

- Mobilization and demobilization of equipment, material and Contractor’s forces;
- Provisions for insurance;
- Site preparation for work;
- Site security;
- Obtain all necessary approvals and permits as applicable;
- Preparation of construction lay down area in location acceptable to Owner;
- Locating, protection, temporary support 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 and other protection required, unless specified elsewhere in the Contract;
- Administration and coordination of the CPR Flagging operations;
- Layout of Work including any required survey;
- Contractor’s office;
- Supplying and maintenance of adequate sanitary facilities;
- Cleaning and hygiene practices and procedures and operations required for COVID 19 health and safety;
- Submission of shop drawings, product submissions etc;
- Obtaining access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to Contract Administrator prior to entering the property.
- Maintaining and reinstatement of existing road signs, mailboxes, etc;
- Advertising of Substantial Completion in the Daily Commercial News;
- Reinstatement of the Contractor’s lay down area and office sites to their original conditions;
- Localized vegetation and tree removal and reinstatement required for execution of the work;
- All incidental work not specifically mentioned in the Contract Documents but required by virtue of the work;
- All work associated with environmental protection or species at risk mitigation measures except as specifically mentioned for other Items of work;
- Quality Control testing and reporting; and
- Submission of required reports, releases, and documentation for the release of holdback.

All work is to be carried out within right of way without encroachment onto private properties, unless specified otherwise. 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 a Baseline Work Schedule to the Contract Administrator at the Pre-Construction Meeting and provide an updated schedule on a monthly basis or as directed by the Contract Administrator.

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.

SP2 – ROADWAY PROTECTION SYSTEM

OPSS MUNI 539, November 2014, shall govern except as amended or extended herein.

The Contractor is hereby advised that the Owner invokes Appendix 539-B, November 2014 of OPSS 539. The supplementary requirements of Appendix 539-B shall apply to the Contract.

539.04 DESIGN AND SUBMISSION

Section 539.04 of OPSS 539 is amended by the addition of the following:

The roadway protection system shall be designed for Performance Level 2 requirements.

SP3 – TRAFFIC MANAGEMENT

OPSS MUNI 706, April 2018, shall govern except as amended or extended herein.

706.01 SCOPE

Section 706.01 of OPSS 706 is amended by the addition of the following:

Work under this tender item shall include, but not be limited to the following:

- Preparation and submission of a Traffic Control Plan (TCP) and as specified elsewhere in the Contract Documents;
- Supply, installation, monitoring, operation, maintenance and removal of temporary traffic signals – 2 units required, including temporary illumination;
- Supply, installation, monitoring, operation, maintenance and removal of all temporary construction signage; and
- Coordination and execution of all traffic control activities required to complete the work.

The Contractor shall be responsible for construction means, methods, techniques, sequences, procedures, coordination and maintenance of all requirements for traffic signing.

706.02 REFERENCES

Section 706.02 of OPSS 706 is amended by the addition of the following:

Ontario Traffic Manual (OTM): All reference in this Special Provision and the Contract Documents to the Ontario Traffic Manual will indicate the most recent version(s) of the OTM including, and not necessarily be limited to, as applicable:

- Book 1 – Introduction of the Ontario Traffic Manuals
- Book 5 – Regulatory Signs
- Book 6 – Warning Signs
- Book 7 – Temporary Conditions
- Book 11 – Markings and Delineations
- Book 12 – Traffic Signals.

R.R.O. 1990, Regulation 599 – Highway Closings

706.03 DEFINITIONS

Section 706.03 of OPSS 706 is amended by the addition of the following:

Traffic Control Device(s) (TCD): A generic term used to describe any person, sign, signal, marking or device placed upon, over or adjacent to a roadway by or at the direction of a public authority or official having jurisdiction (such as The United Counties of Stormont Dundas and Glengarry) or their designate, for the purpose of regulating, warning, guiding or informing a vehicle operator or pedestrian of an existing condition or hazard.

Traffic Control Plan (TCP): A detailed plan for the control of traffic, including vehicular and pedestrian movements, required to allow the Contractor to fulfil all conditions of the contract, taking into account the organized, systematic safe conduct of the project. This includes, as applicable, detours, staging sequences, work, public and emergency vehicle access and egress, public access and separation from hazardous areas, temporary barriers, removal of old pavement markings, and the selection of appropriate typical layouts and devices necessary for traffic control. The traffic control plan shall contain the information respecting how the applicant intends to complete the work and satisfy the requirements of the Contract including but not limited to the following:

- a) start and completion times of work;
- b) specific location of work;
- c) lane use requirements;
- d) requirements for road closure;
- e) public notification undertaken;
- f) requirement for temporary no stopping signs;
- g) traffic routing and detour requirements where required

Traffic Control Persons (TCP's): A person duly trained and authorized to direct traffic at a work zone through the use of the Traffic Control Sign (STOP/SLOW Paddle)

Traffic Protection Plan (TPP): A plan required by the Occupational Health and Safety Act and its regulations for the protection of workers in a work zone. The plan must contain a written description of the traffic hazards to which workers may be exposed and measures used to protect them.

OPSS 706 is amended by the addition of Section 706.04 as follows:

706.04 SUBMISSION AND DESIGN REQUIREMENTS

706.04.01 General Requirements

The Ontario Traffic Manual supersedes all references to the Ministry of Transportation, Manual for Uniform Traffic Control Devices, or MUTCD in the Contract Documents.

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. In addition, the Contract Administrator reserves the right to instruct the Contractor to revise the plan at any time

during the Contractor's execution of the work, 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 be required to review and modify the TCP for errors, omissions, deficiencies, or because of any new hazards that are identified and not previously addressed within the document.

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

706.04.02 Submission Requirements

A minimum of two (2) weeks prior to commencing construction, the Contractor shall prepare and submit to the Contract Administrator a Traffic Control Plan 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, and not necessarily be limited to:

- Monitoring and Repair (24 hour contact number);
- Reference to Applicable OTM Book 7 Typical Layouts;
- Traffic control signs (regulatory, warning and temporary);
- Traffic control delineation;
- Traffic Control vehicles and devices (TC-12, Crash Trucks, Temporary Lighting etc.);
- Contract-specific operational 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; and
- Any other traffic control measures.

The Contract Administrator will accept the submission of the TCP, and review it to identify any errors, omissions, or improvements as it relates to maintaining public safety and mobility. The acceptance and review of the TCP by the Contract Administrator 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. Work shall not commence until the Contract Administrator has reviewed the TCP and the Contractor has addressed all comments.

706.05 MATERIAL

Section 706.05 of OPSS 706 is amended by the addition of the following:

706.05.03 Temporary Traffic Control Signs

A mechanical flagging system, Model PTL 2.4 manufactured by North America Traffic Inc., or approved equal per the Designated Sources for Materials listing DSM # 6.70.60, shall be used for single lane closures.

706.05.04 Temporary Illumination

Temporary illumination shall be according to the following:

- a) Minimum of one luminaire mounted over each temporary traffic signal trailer.
- b) Each luminaire shall have an output of 22,000 lumens.
- c) Each luminaire shall be mounted a minimum of 9 meters vertically from the roadway surface.
- d) The temporary luminaire shall be powered by generator.
- e) Switch on shall be set at 16 Lux and switch off shall be set at 50 Lux.

706.05.04 Temporary Housing

The Contractor shall supply and install suitable housing and sound reduction measures to enclose the generator and reduce external noise levels to less than 45 dbA measured at a distance of 7m from the generator. The housing shall provide sufficient ventilation to prevent overheating and permit exhausting of any hazardous fumes.

706.07 CONSTRUCTION

Section 706.07 of OPSS 706 is amended by the addition of the following:

706.07.04 Additional Requirements

Prior to commencing any construction, on or adjacent to a County Road, the supply and placement of all necessary temporary traffic control devices shall be performed under the sole direction of the Contractor and in accordance with the Contractors submitted/reviewed TCP. The TCP shall be developed in accordance with guidelines established by the most recent version of the OTM, the Occupational Health and Safety Act (OHSA), and the Contract Documents which details the required contents and submission of the TCP.

The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the OTM; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

The condition of all traffic control devices shall be maintained for the duration of the Contract, in accordance with the OTM. Battery powered devices shall be continuously monitored to ensure no outages occur during use.

The Contractor shall immediately repair, replace or otherwise make good the practice 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.

Vehicular and pedestrian traffic control shall remain the sole responsibility of the Contractor as the County delegates this authority to the Contractor in accordance with the submitted/reviewed TCP. Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or material, which in the Contract Administrator's opinion constitutes a hazard to traffic or pedestrians.

The Contractor shall be fully and solely responsible to ensure the development and implementation of a submitted/reviewed traffic control plan as specified elsewhere in the Contract. The TCP and all required traffic control devices shall be designed/installed, monitored, operated/maintained and removed by the Contractor, utilizing only competent persons and workers as defined under the OHS Act.

The Contractor shall not store any equipment or materials on the road or the roadway shoulders or boulevards, unless the storage areas are identified in the TCP and appropriate traffic control devices protect the equipment or materials. The Contract Administrator shall review and approve any storage of equipment and /or materials within the right of way.

The Contractor shall remove all dirt and debris from all paved or concrete surfaces at the close of each workday, to the satisfaction of the Contract Administrator.

Lane Closures

Lane closures shall be carried out by the Contractor at the Contractor's expense. The Contractor shall give forty-eight (48) hours notice to the Contract Administrator prior to the day on which the

lane closures will be required. Single lane closures shall be permitted from one hour after sunrise to one hour before sunset when an approved mechanical flagging system is not in use.

Road Closures

The Contractor is hereby notified that no full road closure at the bridge site shall be permitted for the duration of the Contract.

Where the Contractor demonstrates that an activity can only be achieved safely with a short-term closure, a maximum 15-minute closure will be permitted in the presence of the Contract Administrator. This closure is restricted to the hours of 0900hr and 1530hrs, Monday to Sunday.

The Contractor shall notify all Emergency Services a minimum of five (5) working days in advance of the scheduled bridge closure(s).

The Contractor shall notify all Emergency Services a minimum of five (5) working days in advance of the scheduled bridge closure(s). The Contractor shall supply and erect signage five (5) days in advance at both approaches of the structure on County Road 31, notifying the public of the upcoming closure date(s) and duration. The location of the information signage shall be approved by the County.

Traffic Control Delineation and Operation

Prior to commencing any construction pursuant to this Contract, the Contractor shall supply and place all necessary temporary traffic control devices.

Vehicle Access to Entrances and Side Roads

The Contractor shall not block access to private entrances. Should temporary loss of access/egress be necessary to complete the work outlined in the Contract, the Contractor must provide a minimum of 24 hr prior notification to the business or resident(s), notifying them of the work being undertaken. Such notification regarding the temporary loss of access/egress is the sole responsibility of the Contractor.

This requirement will not be considered for separate payment.

Signage

The Contractor shall be responsible for all aspects of traffic control during construction. This includes the removal, installation or modification of any necessary regulatory signage due to the requirements of the traffic control plan and the supply, installation, maintenance and removal of all temporary regulatory/construction signage.

Project information signage will be supplied and installed by the Contractor. The County will provide and install all regulatory signage required after the completion of construction.

The Contractor shall post speed reduction signage through the designated work zone of 40 km/hr for the duration of the Contract.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision.

Line Painting

All temporary line painting treatments required for this Contract have been detailed in the Contract Specifications and should be shown in the TCP. Payment for the temporary line painting shall be paid under the appropriate item, as defined elsewhere under the Contract.

Notification to Concerned Bodies

The Contractor shall notify emergency services and applicable school boards of the construction duration and restrictions to regular traffic conditions as specified elsewhere in the Contract.

This requirement will not be considered for separate payment.

706.10 BASIS OF PAYMENT

706.10.01 Traffic Control Signage

Subsection 706.10.01 of OPSS 706 is deleted in its entirety and replaced by the following:

Payment at the Contract price for the above item shall be full compensation for all labour, equipment and material required to do the work. All research, preparation, implementation of the TCP, supply, installation, monitoring, operation, maintenance and removal of required traffic control devices are deemed to be included with the item.

Payment shall be based upon the following schedule:

- a) 25% upon satisfactory submission of the TCP and installation of the control measures; 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.

**SP4 – ENERGY ATTENUATOR, TEMPORARY – NARROW
ENERGY ATTENUATOR, RELOCATIONS - NARROW**

OPSS 723.MUNI, April 2017, shall govern except as amended or extended herein.

723.07 CONSTRUCTION

723.07.03 Temporary Installation

Subsection 723.07.03 of OPSS 723 is amended by the addition of the following:

The Contractor is hereby advised that the existing roadway at the locations identified for installation of the energy attenuators consists of a minimum asphalt thickness of 80 mm over 150 mm min. of compacted granular material.

SP5 – TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

OPSS 805, November 2018, shall govern except as amended or extended herein.

805.01 SCOPE

Section 805.01 of OPSS 805 is amended by the addition of the following:

The work under this item includes the preparation, implementation and monitoring of an Erosion and Sediment Control Plan (ESCP) to prevent sediment-laden runoff resulting from the Contractor's construction operations from entering surrounding property beyond the Working Area.

805.04 SUBMISSION AND DESIGN REQUIREMENTS

Section 805.04 of OPSS 805 is amended by addition of the following:

Before commencing the Work, the Contractor shall submit to the Contract Administrator two (2) copies of a detailed Erosion and Sediment Control Plan (ESCP). The ESCP will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work.

805.07 CONSTRUCTION

805.07.01 General

Subsection 805.07.01 of OPSS 805 is amended by the addition of the following:

Where, in the opinion of the CA or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the CA or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

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 periodically, and when requested by the CA, 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 any 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 sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. 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.

805.09 MEASUREMENT FOR PAYMENT

Section OPSS 805.09 of OPSS 805 is deleted in its entirety. No measurement for payment shall be required.

805.10 BASIS OF PAYMENT

Section 805.10 of OPSS 805 is deleted in its entirety and replaced by the following:

Payment at the contract price shall be full compensation for all equipment, materials, and labour to do the work. Partial payment shall be made on the following basis:

- 20% for the submission of the ESCP and initial installation;
- 70% for maintenance, pro-rated over the course of the project;
- 10% for removal.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately suspend work at the site until appropriate measures are implemented to rectify the defaults or deficiencies at the site. No compensation will be owed or paid to the Contractor for suspension of the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.

SP6 – EARTH EXCAVATION, GRADING

OPSS.MUNI 206, April 2019, shall govern except as amended or extended herein.

206.01 SCOPE

Section 206.01 of OPSS 206 is amended as follows:

Work under this item shall include all miscellaneous grading and earth excavation required for this project, including, but not limited to, the following:

- a) Excavation, and grading at structure.
- b) Grading of the shoulders to the limits of the guiderail at the approaches.
- c) Grading, earth excavation and disposal of excavated materials as required on the roadway, shoulders and side slopes as part of the reinstatement of hot mix asphalt.
- d) Re-grading of side slopes for placement of topsoil.
- e) Any other grading as required as part of site restoration.

206.05 MATERIALS

Section 206.05 of OPSS 206 is added as follows:

Granular A shall conform to OPSS 1001.

206.07 CONSTRUCTION

Section 206.07.01.05 of OPSS 206 is added as follows:

Final grading of road base shall permit the placement of asphalt to the specified thickness and restore the existing pavement and granular shoulder profile.

206.09 MEASUREMENT FOR PAYMENT

Section 206.09 of OPSS 206 is deleted in its entirety and replaced with the following:

There shall be no measurement for payment required for this item.

206.10 BASIS OF PAYMENT

Section 206.10 of OPSS 206 is deleted in its entirety and replaced with the following:

Payment at the Contract price for the lump sum item shall be full compensation for all labour, Equipment, and Materials to do the work.

Payment for Granular shall be paid under the appropriate item.

SP7 – HOT MIX ASPHALT HL-3 (PG 58-34)

OPSS MUNI 310, November 2017 shall govern except as amended or extended herein.

The Contractor is hereby advised that the Owner invokes Appendix 310-B, November 2017 of OPSS 310. The supplementary requirements of Appendix 310-B shall apply to the Contract.

**SP8 – SAW-CUTTING OF ASPHALT
REMOVAL OF ASPHALT PAVEMENT FROM CONCRETE
REMOVAL OF ASPHALT PAVEMENT – FULL DEPTH
REMOVAL OF ASPHALT PAVEMENT – PARTIAL DEPTH
REMOVAL AND SALVAGE OF STEEL BEAM GUIDERAIL**

OPSS.MUNI 510, November 2018, shall govern except as amended or extended herein.

510.01 SCOPE

Section 510.01 of OPSS 510 is amended by the addition of the following:

Work under the tender item ‘Saw Cutting of Asphalt’ shall include the transverse full and partial depth saw cutting of the existing asphalt at the limits of removals at the approaches as identified in the Contract Documents

Work under the tender item ‘Removal of Asphalt Pavement from Concrete’ shall include the full depth removal of the asphalt on the structure including existing waterproofing and protection board, to the limits detailed in the Contract Documents.

Work under the tender item ‘Removal of Asphalt Pavement – Full Depth’ shall include the full depth removal of the asphalt at the structure approaches to the limits detailed in the Contract Documents.

Work under the tender item ‘Removal of Asphalt Pavement – Partial Depth’ shall include the partial depth removal of the asphalt at the limits of asphalt removal at the approaches to the limits detailed in the Contract Documents.

Work under the tender item ‘Removal and Salvage of Steel Beam Guiderail’ shall include the removal, salvage and storage of the existing steel beam guiderail, channel and wooden offset blocks and removal and disposal of the steel posts and all guiderail fasteners to the limits detailed in the Contract Documents.

510.07 CONSTRUCTION

510.07.01 General

510.07.01.03 Salvage

Clause 510.07.01.03 of OPSS 510 is amended by the addition of the following:

The Contractor shall salvage the steel beam guiderail, channel and wooden offset blocks at the bridge approaches for reuse in the reinstated guiderail. All damage undocumented prior to

removal by the Contractor shall be deemed the responsibility of the Contractor and shall be left to the sole discretion of the Contract Administrator for approval of use or replacement at the Contractors expense.

Missing materials required for the final reinstatement shall be reviewed and reported to the Contract Administrator during the salvage activity.

510.07.06 Pavement Work

510.07.06.02 Cutting Existing Pavement

Clause 510.07.06.02 of OPSS 510 is amended by the addition of the following:

The thickness of asphalt for removals at the approaches shall be assumed to vary up to a maximum thickness of 120 mm.

510.07.06.04 Removal of Asphalt Pavement, Partial Depth

Clause 510.07.06.04 of OPSS 510 is amended by the addition of the following:

The thickness of asphalt for partial removals at the approaches shall be 40 mm. The edges between the existing and new asphalt shall be unbroken and neat.

510.09 MEASUREMENT FOR PAYMENT

510.09.01 Actual Measurement

510.09.01.16 Cutting Existing Pavement

Subsection 510.09.01 of OPSS 510 is amended by the addition of Clause 510.09.01.16 as follows:

No measure for payment shall be made as item shall be by lump sum.

510.09.01.25 Removal and Salvage of Steel Beam Guiderail

Subsection 510.09.01 of OPSS 510 is amended by the addition of Clause 510.09.01.25 as follows:

Measurement of removal and salvage of steel beam guiderail shall be the length in meters horizontally along each type of traffic barrier removed, excluding energy attenuators.

Where the guiderail and channel are anchored to posts, measurement shall be made between the end anchor points with no additional measurement made of the overlapping sections at intermediate anchorages.

510.10 BASIS OF PAYMENT

Section 510.10 of OPSS 510 is amended by the addition of Subsection 510.10.04 as follows:

510.10.04 Removal and Salvage of Steel Beam Guiderail

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

SP9 – PAVEMENT MARKINGS, TEMPORARY PAVEMENT MARKING, PERMANENT

OPSS 710, November 2010, shall govern except as amended or extended herein.

710.01 SCOPE

Section 710.01 of OPSS 710 is amended by the addition of the following:

Work under this item 'Pavement Marking, Temporary', shall include all temporary pavement markings required for staging of the work, including, but not limited to, temporary removable stop bars and short term pavement markings demarcating the travelled lanes between stages (as required).

Work under this item 'Pavement Marking, Permanent' shall include reinstatement of all existing pavement markings that are removed or eliminated as part of the construction activities.

710.07 CONSTRUCTION

Subsection 710.07.01 of OPSS 710 is amended by the addition of the following:

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

710.09 MEASUREMENT FOR PAYMENT

Subsection 710.09 of OPSS 710 is deleted in its entirety and replaced with the following:

Measurement for payment for Pavement Markings, Temporary and Permanent shall be by lump sum. No measurement for payment shall be made.

SP10 – SINGLE RAIL STEEL BEAM GUIDERAIL WITH CHANNEL

OPSS.MUNI 721, April 2017 shall govern except as amended herein.

721.01 SCOPE

Section 721.01 of OPSS 721 is amended by the addition of the following:

Work under this tender item shall include, but not be limited, the following:

- a) Reinstatement of the salvaged steel beam guiderail, channel and offset blocks.
- b) Supply and installation of new post plastic blocks, bolts, washers, nuts and reflectors.

The existing guiderail will likely be too short after altering the alignment, therefore the work shall also include the supply of additional guiderail material length for the connection to the new bridge barrier.

SP11 – AMENDMENTS TO OPSS 904

OPSS.MUNI 904, November 2012, shall govern except as amended or extended herein.

904.07 CONSTRUCTION

904.07.04.03 Pre-wetting

Clause 904.07.04.03 of OPSS 904 is amended by deleting the first paragraph in its entirety and replacing it with the following:

All concrete surfaces to receive concrete shall be maintained in a wet condition for a period of two (2) hours prior to placing any new concrete.

904.07.04.04 Bonding Agent

Clause 904.07.04.04 of OPSS 904 is deleted in its entirety and replaced with the following:

Bonding agents shall not be permitted. Existing concrete shall be saturated surface dry (SSD) at the time of placement.

904.07.20 Early Loading of Structural Concrete

Section 904.07 of OPSS 904 is amended by the addition of the following subsection:

Full design loads shall not be applied to the structure until the specified 28-day compressive strength has been attained. Early loading of a structural component is not permitted unless expressly stated otherwise in the Contract Documents, subject to the following conditions:

- a) Prior to any early loading the Contractor shall demonstrate that the concrete has reached a compressive strength of 20MPa, by preparing, curing and transporting early strength cylinders, in addition to the cylinders required for 28-Day compressive strength, according to the Testing for Early Strength requirements of this specification.
- b) Subsequent placement of reinforcement, formwork, falsework and concrete on all other structural components shall not be carried out until the concrete has reached a compressive strength of 20MPa, unless otherwise specified in the Contract Documents.
- c) Early loading of concrete is not permitted where cold weather protection is required, with the exception of working slabs.
- d) Construction vehicles shall not be permitted on concrete that has not reached a compressive strength of 20MPa.
- e) Full curing is to be maintained at all times as specified in the Contract Documents, regardless of attainment of design strength prior to the end of the curing period.

904.08 QUALITY ASSURANCE

OPSS 904.08 is amended by the addition of the following:

The Contractor shall be responsible for field sampling and testing of concrete as follows:

- Slump, air content and temperature of plastic concrete;
- The making and curing of concrete cylinders for compressive tests;
- Transportation of the cylinders to the approved testing facilities; and
- All destructive testing including 7 and 28 day strength tests and all early breaks.

Compressive strength tests shall be undertaken at 7 and 28 days at a minimum. Any additional early strength testing shall be undertaken in accordance with OPSS 904.07.16 and this Special Provision.

Persons sampling and field testing concrete shall have a card issued by the certifying agency in their possession verifying the status of the individual's certification.

SP12 – CONCRETE IN SUBSTRUCTURE

OPSS.MUNI 904, November 2012, shall govern except as amended or extended herein.

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

Work under this item includes supply and placement of all concrete in the following:

- a) Inside face of abutment;
- b) Ballast stub wall;
- c) Wingwalls.

Repairs to the Abutment face and the top of abutment, required for soffit access, shall be administered under the “Concrete Patches, Formed Surfaces” item as specified elsewhere in the Contract Documents.

SP13 – CONCRETE IN STRUCTURE

OPSS.MUNI 904, November 2012, shall govern except as amended or extended herein.

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

Work under this item includes supply and placement of all concrete in the semi integral deck end, including the concrete removal areas at the deck end and to limits shown in the Construction Drawings and as directed by the Contract Administrator.

Partial depth concrete repairs completed to the deck top by the direction of the Contract Administrator shall be administered under the “Concrete patches, Unformed Surfaces” item, as specified elsewhere in the Contract Documents.

Repairs to the deck soffit shall be administered under the “Concrete Patches, Formed Surfaces” item as specified elsewhere in the Contract Documents.

SP14 – CONCRETE IN BARRIER WALL

OPSS.MUNI 904, November 2012, shall govern except as amended or extended herein.

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

Work under this item includes supply and placement of all concrete in the endwalls on top the wingwall curbs (4 locations) and parapet barrier wall on the structure within the limits shown.

904.09 MEASUREMENT FOR PAYMENT

Subsection 904.09 of OPSS 904 is deleted in its entirety and replaced with the following:

Measurement for payment for Concrete in Barrier Wall shall be by lump sum. No measurement for payment shall be made.

SP15 – CONCRETE CURB OVERLAY

OPSS.MUNI 904, November 2012, shall govern except as amended or extended herein.

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

Work under this item includes supply and placement of all concrete in the curb overlay topping on the structure within the limits shown.

904.09 MEASUREMENT FOR PAYMENT

Subsection 904.09 of OPSS 904 is deleted in its entirety and replaced with the following:

Measurement for payment for Concrete in Curb shall be by lump sum. No measurement for payment shall be made.

SP16 – DOWELS INTO CONCRETE

OPSS.MUNI 904, November 2012, shall govern except as amended or extended herein.

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

Work under this item includes supply and placement of all dowels. Testing of dowels shall also be the responsibility of the Contractor.

904.07 CONSTRUCTION

Section 904.07.05.04.03 of OPSS 904 is amended by the addition of the following:

Based on the quantity of bent dowels, the Contractor shall install a minimum of 3 straight test dowels per lot to confirm the quality of installation. The dowels shall be of equal size and composition as that being installed and location to be equally distributed within the lot. Test dowels may remain, provided they do not interfere with construction, or shall be cut off at the face of concrete.

Testing of dowels shall be in the presence of the Contract Administrator.

904.10 BASIS OF PAYMENT

Section 904.10.02 of OPSS 904 is amended as follows:

Payment at the Contract price for the “Dowels in Concrete” item shall be in full compensation for all Labour, Equipment, and Material to do the work. The Contractor shall be responsible for the costs for all dowel testing.

SP17 – EMBEDDED WORK IN STRUCTURE

OPSS.MUNI 913, November 2017 shall govern except as amended herein

913.01 SCOPE

Section 913.01 of 913 is amended by the addition of the following:

Work under ‘Embedded work in structure’ shall include removal of the existing embedded 88.9 mm diameter duct within the concrete removal specified at the wingwalls, and reinstatement of a new PVC duct within the semi-integral end.

The existing fibre ducts are **assumed to contain asbestos** and shall be removed and disposed of in accordance with the required health and safety measures.

Fittings shall be provided to the nearest available size to sleeve into the existing. A flexible connection shall be installed at the expansion joints of the pipe

SP18 – PREFORMED SEALS, JOINT FILLERS, JOINT SEALS, JOINT SEALING COMPOUNDS, AND WATERSTOPS

OPSS.MUNI 920, November 2012 shall govern except as amended herein.

920.01 SCOPE

OPSS 920.01 of OPSS 920 is amended by the addition of the following:

Work under “Preformed seals, joint fillers, joint seals, joint sealing compounds and waterstops” shall include the supply, installation, and placement of the new joint filler materials at the abutment, wingwall, barrier, semi-integral deck end, and any other location shown in the Construction Documents. The fillers include, polystyrene, EVA foam, asphaltic board, hot or cold applied fillers.

904.04 DESIGN AND SUBMISSION REQUIREMENTS

Section 904.04 of OPSS 904 is amended by the addition of the following clause:

904.04.01.06 EVA Foam

A minimum of seven Days prior to installation, a product data sheet for the EVA foam to be used in the work shall be submitted to the Contract Administrator. The data sheet shall clearly identify that the supplied EVA foam meets the requirements of this specification.

904.05 MATERIALS

Section 904.05 of OPSS 904 is amended by the addition of the following subsection:

904.05.12 EVA Foam

EVA foam shall have a compression-deflection range of 34 to 90 kPa when compressed by 25% of its original thickness. The material does not require any specific resistance to the action of petroleum base oils.

Adhesive shall be commercial construction grade as recommended by the EVA foam manufacturer and shall be compatible and appropriate for its intended use.

904.07 CONSTRUCTION

Section 904.07 of OPSS 904 is amended by the addition of the following subsection:

904.07.19 Installation of EVA Foam

EVA foam shall be installed at locations specified on the Contract Drawings. EVA foam shall be uniformly attached to all fixed concrete surfaces by means of an adhesive. Adhesive for EVA foam installation shall be applied to concrete surfaces that are free of dust, dirt, debris, and loose concrete.

When EVA foam thickness specified in the Contract Drawings is greater than thickness commercially available, multiple layers of EVA foam may be used to meet the specified thickness. Multiple layers of EVA foam shall be fully bonded to each other using adhesive.

The minimum length of continuous EVA foam shall be the lesser of the element length or 1.2 m.

SP19 – ACCESS TO WORK AREA, WORK PLATFORM AND SCAFFOLDING

OPSS.MUNI 928, April 2019 shall govern except as amended herein.

928.01 SCOPE

Section 928.01 of OPSS 928 is amended by the addition of the following:

Work under the tender item shall include all access requirements to complete all removal work and rehabilitation work to the superstructure and substructure components as specified in the Contract. All work associated with staging the aforementioned work shall also be included in this tender item. The provision of hoarding, debris platforms and containment systems for the above-mentioned works is deemed to be included with this item.

All work associated with the Track Protection shall also be included in this item “Access to Work Area, Work Platform and Scaffolding”. Work to coordinate with CPR shall be included under a separate item.

928.07 CONSTRUCTION

Section 928.07 of OPSS 928 is amended by the addition of the following subsection:

The Contractor is alerted to the presence of transverse post tension ducts within the soffit of the deck edge overhang. The Contractor shall measure and locate the ducts prior to installation of any anchors into the soffit to support any suspended platform bracing, should this method be used. The Contractor shall refer to the original design drawings for the placement of the post-tensioning. The Contractor may also employ other non-destructive methods to locate the ducts in the field.

**SP20 – CONCRETE REMOVALS – PARTIAL DEPTH – TYPE A
CONCRETE REMOVALS – PARTIAL DEPTH – TYPE B
CONCRETE REMOVALS – PARTIAL DEPTH – TYPE C
CONCRETE REMOVALS – FULL DEPTH
SCARIFYING**

OPSS.MUNI 928, April 2019 shall govern except as amended herein

928.01 SCOPE

Section 928.01 of OPSS 928 is amended by the addition of the following:

Work under ‘Concrete Removal - Partial Depth Type A’ shall include the partial depth removal of concrete at the **ballast wall including the backside of the abutment, wingwalls, curb**, and removal of deteriorated concrete on **top of deck** at locations identified on the Contract Drawings and as directed by the Contract Administrator.

Work under ‘Concrete Removal - Partial Depth Type B’ shall include the partial depth removal of the concrete at the **deck fascia**, and **deck soffit**, at the deck ends as identified on the Contract Drawings and as directed by the Contract Administrator.

Work under ‘Concrete Removal - Partial Depth Type C’ shall include partial depth removal of concrete from the **front and top faces of the abutments, wingwall faces, deck end face** and at locations identified on the Contract Drawings and by the Contract Administrator.

Work under ‘Concrete Removal – Full Depth’ shall include the removal of the **concrete barrier**, and **approach slab** to limits shown on the Contract Drawings.

Work under ‘Scarifying of Concrete’ includes the scarification of the **top of the concrete curbs** as shown in the Contract Drawings.

Concrete removals shall be completed in stages as specified elsewhere in the Contract Documents and as directed by the Contract Administrator.

928.06 EQUIPMENT

928.06.04 Scarifiers

Clause 928.06.04 of OPSS 928 is replaced by the following:

Equipment used for scarifying shall be capable of removing a minimum of 3 mm of concrete from the top surface of the structure in one pass.

The maximum weight of a scarifier used on the curb shall not exceed 1 ton.

928.07 CONSTRUCTION

928.07.07.01 General

Clause 928.07.01 of OPSS 928 is amended by the addition of the following:

Rig mounted breakers and breaker hammers (i.e. air hammers with a maximum weight greater than 14.0 kg) shall not be permitted for concrete removals.

Deck removal within the negative moment regions of the structure (over the pier columns) shall not remove more than 1.5 meter in width at a time in the transverse direction. Repairs shall be staged accordingly.

928.09 MEASUREMENT FOR PAYMENT

928.09.01.03 Concrete Removals – Full Depth

Clause 928.09.01.03 of OPSS 928 is amended by the addition of the following:

No measurement shall be made for “Concrete Removals - Full Depth” as item shall be by lump sum.

SP21 – CONTINGENCY

The Contractor is hereby notified that this is a provisional item. Payment under this item shall be for work additional to the Contract, as directed by the Contract Administrator. If the contingency is not required, no payment shall be made for this item. The Contractor shall not be entitled to any compensation for the deletion of this item.

SP22 – ADJUST STEEL BEAM GUIDERAIL

OPSS.MUNI 721, April 2018 shall govern except as amended herein

721.01 SCOPE

Section 721.01 of OPSS 721 is amended by the addition of the following:

Adjust steel beam guiderail means: Utilizing specialized equipment to vibrate and raise up the guiderail to the required height without disturbing the overall integrity of the installation. The work to be carried out by specialized personnel with experience using the proposed equipment.

SP23 – SHOULDERING

OPSS.MUNI 314, November 2016 shall govern except as amended herein

314.07 CONSTRUCTION

314.07.04 Shoulders

Section 314.07.04 of OPSS 314 is amended by the addition of the following:

Shouldering means: removal of all vegetation, unsuitable material, excavation of windrow of material in front of the guiderail and around the guiderail post treatments to reinstate all original shoulder profiles and grades.

314.09 MEASUREMENT FOR PAYMENT

314.09.01 Actual Measurement

Section 314.09.01 of OPSS 314 is amended by the addition of the following:

Paid by the linear meter (m) of work and subsequent Granular A installation for shouldering and Granular Sealer is paid separately.

SP24 – GRANULAR A

OPSS.MUNI 314, November 2016 shall govern except as amended herein

314.01 SCOPE

Section 314.01 of OPSS 314 is amended by the addition of the following:

Granular A shall be placed following “shouldering” and compacted. Hand compaction around guiderail posts is required.