

NO.: PW 2025-01

BID REQUEST FOR:

EAST CASTOR RIVER BRIDGE REHABILITATION

CLOSING AT:

THURSDAY, FEBRUARY 20th 2025 AT 3 P.M.

SUBMISSION:

ELECTRONIC BID SUBMISSION THROUGH THE
“BIDS & TENDERS” WEBSITE

Prescott 
Russell

PART A – INSTRUCTIONS TO BIDDERS

1. Invitation

- a) The United Counties of Prescott and Russell are seeking a Successful Bidder to perform the complete rehabilitation of the East Castor River Bridge (Structure 06-027) as specified in this Bid document.
- b) All terms and conditions as per The Corporation Procurement Policy ADM/019 applies to this Bid Request and any resulting Contract. For reference, the procurement policy is available on the Corporation's Web site [Home - UCPR2 \(prescott-russell.on.ca\)](http://prescott-russell.on.ca).

2. Scope of Work

- a) This Bid request involves, but is not necessarily limited to, the following:
 - Mobilize to site
 - Close road to traffic and set up detour route
 - Install construction enclosures, environmental protection, and erosion / sediment control measures
 - Remove asphalt on approaches and over structure
 - Remove steel beam guiderail on approaches and over structure
 - Remove existing superstructure (bridge deck, curbs, steel girders, bearing assemblies, etc.)
 - Remove upper sections of abutment walls and cleats
 - Remove upper sections of wingwalls
 - Remove upper sections of ballast walls
 - Reconstruct upper sections of wingwalls, ballast, cleats, and abutment walls
 - Supply and install new bearings
 - Fabricate, supply and install new structural steel superstructure
 - Construct new semi-integral concrete deck
 - Construct new concrete approach slabs
 - Construct new concrete parapet walls, supply and install new single steel railing
 - Carry out partial depth concrete removals and repairs on substructure elements
 - Supply and install new connections for steel beam guide rail to bridge barrier
 - Waterproof and pave bridge deck and approach slabs
 - Supply and install new gabion baskets on approaches

- Bench and widen embankments to accommodate guiderail as required
- Supply and install new steel beam guiderail on approaches
- Place and grade granular roadway base on approaches
- Place new hot mix asphalt on approaches
- Line painting on new asphalt
- Remove construction enclosures and environmental / erosion & sediment control measures
- Remove traffic detour and reopen bridge to public traffic
- Demobilize from site

b) All services shall be completed promptly.

3. Definitions

- a) Unless otherwise provided in this document, the definitions of capitalized terms are those as contained in the Procurement Policy ADM/019, as amended from time to time, which are incorporated herein by reference. For reference, the procurement policy is available on the Corporation's Web site [Home - UCPR2 \(prescott-russell.on.ca\)](http://prescott-russell.on.ca). In submitting a response to this Bid Request, all Bidders specifically acknowledge having reviewed the definitions of all defined terms herein.
- b) Wherever the word "Corporation", "Owner", "County", "Prescott Russell", "UCPR", or "Counties" appears in this Contract, it shall be interpreted as meaning the "Corporation of the United Counties of Prescott and Russell, or their designate".
- c) "Work" means any activity to accomplish the Services or to supply the Supplies as specified in the Bid Request document.

4. Queries/Addenda

- a) Questions related to this Bid are required to be submitted to the Owner through the Bidding System using the "Submit a Question" button.
- b) Inquiries must be received no later than seventy two (72) hours before date set for receipt of Bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during bidding period. All addenda become part of the Bid Request.
- c) Bidders are advised that all communications with the Owner related to this Bid Request during the bidding process must be made directly on the Bids & Tender website.

- d) No officer, agent or employee of the Owner is authorized to alter orally any of this Bid Request. If it becomes necessary to revise, delete, substitute or add to any part of the Bid Request, a written addendum will be issued via Bids & Tender website.

5. Bid Submission

- a) The Owner shall only accept and receive electronic Bids submissions through the Owner Bidding System website.
- b) All Bidders shall have a Bidding System vendor account and be registered as a plan taker for this Bid Request opportunity, which will enable the Bidder to download the Bid Request document, to receive addenda email notifications and download all documents without the watermark “preview” on them.
- c) Bid prices are to be in Canadian funds.
- d) The estimate of quantities as shown in the Bid Request shall be used as a basis of calculation upon which the award of Contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Owner. Therefore, the Owner shall not be penalized if more or less than the estimated amount is used.
- e) The Owner reserves the right to abandon, change or include all or any part of the Work identified in this document. Due to budget changes or restrictions, the Owner, or his representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work. In the case, of a reduction or alteration of the Work no compensation shall be made for profit or administrative fees to the Successful Bidder.

6. Examination of Site

- a) Each Bidder, at his convenience, may visit the site of the Work before submitting his Bid and must satisfy himself by personal examination as to the local conditions to be met with during the conduct of the Work. They shall make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. They are not to claim at any time after submission of his Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

7. Examination of Bid Requests documents

- a) Each Bidder must carefully examine the Bid Request document before submitting their Bid and must satisfy their self by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. At any time

after submission of his Bid, the Bidder shall not claim that there was any misunderstanding of the interpretation of the Bid Request for the purpose of this Bid Request.

8. Discretionary Power

- a) This Bid Request follows all terms and conditions as per The Corporation Procurement Policy ADM/019. For reference, the procurement policy is available on the Corporation's Web site [Home - UCPR2 \(prescott-russell.on.ca\)](http://prescott-russell.on.ca).

9. Conflict of Interest

- a) The Bidder, through the Bidding System, must declare that there is no actual, potential, or perceived conflict of interest in that Bidder submitting a Bid in respect of that Procurement process, or where there is an actual, potential, or perceived conflict of interest, the Bidder must provide details of the conflict of interest. Where a Bidder submits details in respect of an actual, potential, or perceived conflict of interest, the Department Head shall review the details and, in consultation with the Corporation's Legal Advisor, determine if the actual, potential, or perceived conflict of interest serves to disqualify that Bidder from further participation in the Procurement process.
- b) Neither the Bidder nor any person, firm or corporation associated or affiliated with or subsidiary to the Bidder or its subcontractors shall tender for the construction of a project, or have an interest either directly or indirectly in the construction of a project that arises from the Services provided as a result of this contract, without the prior written consent of the Owner.
- c) The Bidder acknowledges and agrees that he/she/it shall not act, work or provide Services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the Owner), to those of the Owner with regard to the Services for which the Bidder was retained by the Owner. In the event of a breach of this obligation by the Bidder he/she/it shall be responsible for all costs incurred or suffered by the Owner, including legal costs on a solicitor and client basis.
- d) No person shall provide Services or Professional Services to both the Owner and a private sector developer on the same or related project.

10. Bid Results

- a) After the Bid closing, the Bid results will be made available on the Bids & Tenders Website.

11. Execute Contract

- a) The submission of this Bid Requests constitutes an irrevocable offer to provide the goods and/or services described herein for a period of 60 days from the closing date of the receipt of Bid. After this time, the Bid may only be accepted with the consent of the Successful Bidder.
- b) This Bid Request is subject to a formal Contract being prepared and executed between the Successful Bidder and the Owner or a Purchase Order (PO) being provided by the Owner. When the Successful Bidder receives a Purchase Order, a legally binding Contract is formed between the two parties and the terms and condition of the Contract will be govern by this Bid Request document, unless specified otherwise in the Purchase Order.

12. Governmental Requirements

- a) The Successful Bidder shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations and By-laws, which in any way pertain to the Work outlined in the Bid Request document or to the Employees of the Successful Bidder.

13. Alternative and Equivalence

- a) Where the Bid Request document(s) stipulate a particular product, substitutions may be considered by the Owner. In the case of a proposed product substitutions the bidder will provide details of the product by submitting details through the Bidding System using the "Submit a Question" button five (5) working days before bid closing deadline.
- b) In such event, the Owner will review the details and determine the proposed substitution is acceptable or rejected. An addendum to the Bid Request will be published in response to the submitted request for product substitution. The Owner reserves the right to reject or accept the proposed substitution for any reason whatsoever.

14. Certifications

- a) Successful Bidder shall submit all required Health & Safety Certifications required by the Ontario Health & Safety Act & Regulations, prior to award of contract.
- b) Owner reserves the right to require Bidder to submit all trades certifications specific to the Work involved in this project.

15. Liability Insurance

- a) Bidders must provide, with their Bid, a certificate of insurance in compliance with insurance requirements stipulated below. The Successful Bidder shall provide and maintain at his own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Owner. A valid copy of the certificate of insurance shall be in the Owner's possession at all times. The policy must contain:
- I. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/maximum of \$5 million (annual aggregate for any negligent acts or omissions relating to the obligations under the Bid Request). Such insurance shall include, but is not 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; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; Non-Owned Automobile; cross liability and severability of interest clause.

If applicable, the Commercial General Liability Insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings, or land arising from:

- a. removal or weakening of support of any property, building, or land, whether such support is natural or otherwise;
- b. use of explosives for blasting;
- c. vibration from pile driving, or caisson work, if minimum coverage for any such loss or damage is \$5 million.

The Corporation of the United Counties of Prescott and Russell, HP Engineering and his *Majesty the King in right of Ontario as presented by the Ministry of Transportation for the Province of Ontario* shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

- II. Automobile Liability Insurance with respect to owned or leased vehicles 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 \$2 million inclusive for each and every loss.
- III. Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of services provided under this Agreement. The Corporation shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
- IV. Environmental Impairment Liability with a limit of not less than \$2 million per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage, including on-site and off-site clean-up. Coverage shall not be limited to sudden & accidental. If such insurance is issued on a claims-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of services provided under this Agreement. The Corporation shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

b) Such insurance shall add:

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as Additional Insured with respect to the operations of the Successful Bidder. This insurance shall be non-contributing with and shall apply as primary and not as excess of any insurance available to the Owner. The Successful Bidder shall indemnify and hold both

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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 Successful

Bidder, their officers, employees or other persons for whom they are legally responsible.

- c) Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the Corporation shall bear no cost towards such deductibles.
- d) The Contractor is responsible to effect physical damage on their assets/equipment – failure to do so will not impose any liability on the Corporation.
- e) An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Corporation a written notice of thirty (30) days.
- f) The Corporation reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- g) The successful Bidder shall indemnify and save harmless the Corporation, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, agents, or others to whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

16. Work Place Safety Insurance Board (WSIB) and Worker's Rights

- a) **The Bidder shall provide to the Owner, with this Bid Request, a valid Workplace Safety Insurance Board Certificate (WSIB) of Clearance to the satisfaction of the Owner** and have its validity updated as necessary. The Successful Bidder shall provide updated "Certificates of Clearance" for the duration of the contract. Additional "Certificate of Clearances" may be requested before the release of any hold back.
- b) The Successful Bidder will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour and/or other appropriate legislation of the Province of Ontario, and/or the Government of Canada.
- c) The Successful Bidder 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 Successful Bidder shall, upon request, furnish the Corporation with satisfactory evidence that he has complied with the provisions of any such Act.

17. Bonding

- a) Bidders shall submit with their on-line bid a Bid Bond in an electronically-verifiable/enforceable (e-bond) format in an amount not less than 10% of Bid price (not including Harmonized sales tax, HST) made payable to the United Counties of Prescott and Russell. **A scanned PDF copy of a Bid Bond is not an e-Bond and is therefore not acceptable.** All instruction details for accessing authentication should be included with the uploaded Bond. For more information regarding e-Bonds, Bidders are encouraged to contact their surety. All Bid Bonds shall be provided in Canadian currency
- b) The Bid Bond shall be issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Corporation as the creditor. The Bid Bond must be irrevocable and open for Bid acceptance for at least sixty (60) days from the date of Bid closing.
- c) Any costs associated with e-Bonds are the responsibility and cost of the Bidder. No interest will be paid on any Bid deposit.
- d) It is noted that the Bid Bond is a guarantee that the Contractor or supplier will execute a Contract agreement with the Corporation for the delivery of the services, material, or equipment provided for in the applicable Bid Request documents.
- e) The Corporation is authorized to cash and deposit any Bid Deposit in its possession that is forfeited as a result of non-compliance with any of the terms, conditions and/or specifications of a Bid.

Security Consent

- f) Bidders shall submit with their on-line bid an "Agreement to Bond" completed by their surety company to provide a Performance, Labour and/or Material Payment as specified in the Bid Request document and in the amount specified in the Bid Request document, in one of the following two formats:
- g) Option #1 – Digital "Agreement to Bond" / "Surety Consent" / "Undertaking to Bond"
- h) Option #2 – Scanned PDF "Agreement to Bond" / "Surety Consent" / "Undertaking to Bond"

Security Requirements

- i) Prior to the execution/signature of the Contract or a Purchase Order (PO) being provided to the Successful Bidder, the Successful Bidder must provide to the Corporation, at his cost, a Performance Bond; bonding amount shall be 100% of the Bid amount. The Performance Bond shall be submitted for review and acceptance by the Corporation.
- j) Contracts with a total value of \$500,000 or more shall be secured by a Performance Bond and a Labour and Material Payment bond in accordance with the provisions of Section 85.1 of the Construction Act, R.S.O. 1990, c. C30. and as specified in the Bid Request document.
- k) The Performance Bond shall cover all obligations of the Contractor under this contract including warranty of the Work as define in OPSS.MUNI.100.
- l) All Bonds must be signed originals. Faxes or photocopies will **not** be accepted

PART B – GENERAL CONDITIONS OF CONTRACT

1. Acceptance of General Conditions

- a) By submitting a Bid, each Bidder accepts and agrees to be bound by the Owner's terms and conditions in their entirety as stipulated in this Bid Request, without qualification, and that the terms and conditions shall form part of any resulting Contract. The terms and conditions shall apply to all Work, whether tangible or intangible, and including all Supplies and Services, to be provided by the Contractor pursuant to a Contract (collectively, the "Work"), and all intellectual property rights in therein. The terms and conditions form an integral part of a Bid and the Owner reserves the right to reject, in its sole discretion, any Bid that does not comply with the terms and conditions.

2. Entire Contract/Paramountcy

- a) The Contract shall consist of the following documents, ranked in order of priority, from highest to lowest:
- i) a formal signed written Contract, including the additional terms and conditions, if applicable, and/or a Purchase Order(s)
 - ii) other documents required to be delivered by the parties under the Bid Request and the Bid;
 - iii) any Addenda to the Bid Request;
 - iv) the Bid Request;
 - v) any modifications to the Bid acceptable to the Owner, in its sole discretion; and
 - vi) the Bid.
- b) The Contract shall constitute the entire agreement between the parties pertaining to the subject matter of this Bid Request and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the parties or any documentation that may otherwise accompany the Work. Any conflict or inconsistency between the components of the Contract shall be resolved, to the extent of any conflict or inconsistency, in accordance with the order of authority stated above.
- c) The Owner reserves the right to include additional terms and conditions during the process of Contract negotiations. These terms and conditions shall be within the scope of the original Bid Request and Contract documents and will be limited to cost, clarification, definition and administrative and legal requirements.

3. Non-Exclusive

- a) Any Contract awarded as a result of this Bid Request will be non-exclusive. The Owner may, at its sole discretion, purchase the same or similar Services or Supplies from other sources during the term of the Contract.

4. Broader Public Sector

- a) Any resultant Contract between the Successful Bidder and the Owner, including any amendments, may be accessed by any Municipality, Region, Single Tier, Town, Township, Village or any designated Broader Public Sector organization. All provisions, excluding freight, shipping and delivery lead times will apply to any of the above listed entities opting to access the Contract.

5. Retainers and Status of Successful Bidder

- a) The Owner retains the Services of the Successful Bidder and the Successful Bidder hereby agrees to provide the Services described herein under the general direction and control of the Owner. The Successful Bidder is retained as an independent Contractor for the sole purpose of providing the Services. Neither the Contractor nor any of its personnel are engaged as an employee, servant, or agent of the Owner.

6. Security

- a) The Owner shall reserve the right to conduct a security clearance on all persons performing Services under the Contract when deemed necessary. Any individual who in the opinion of the Owner constitutes a security risk shall be prohibited from providing Services to the Owner. In all cases where the Owner has determined that an individual constitutes a security risk, it will be the responsibility of the Contractor to provide a suitable alternative individual to provide such Services.

7. Services

- a) The Services to be provided by the Successful Bidder are set forth in this Bid Request document as amended and such Services as changed, altered or added to, under the provisions of this Bid Request document.
- b) All Services shall be performed by staff of the Successful Bidder and the Successful Bidder shall not engage others to perform specialized services unless prior approval, in writing, is obtained from the Owner.

8. Compensation

- a) The Owner shall pay the Contractor in accordance with the provisions set forth in this Bid Request.

9. Accounts and Audit

- a) The Contractor shall keep proper accounts and records of transactions and activities, in addition to all expenditures or commitments made by the Contractor

in connection therewith and shall keep all documents, invoices, receipts and vouchers relating thereto. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the contract period be open to audit, inspection and examination by the Owner.

- b) When activities requiring the collection or handling of personal information are contracted out, the Contractor shall set out the privacy protection and security obligations assumed by the Contractor.

10. Changes and Additional Services

- a) The Owner may, with the consent of the Contractor, in writing and at any time before or after the commencement of the Services, extend, increase, vary or otherwise alter the Services, and in such cases the Owner shall pay the Contractor in accordance with agreed upon rates, either per hour, per diem or fixed costs, as may be determined.

11. Suspensions or Termination

- a) The Owner may at any time by notice in writing to the Contractor suspend or terminate the Services or any portion thereof at any stage of the undertaking, and the Contractor shall thereupon be entitled to payment for any of the Contractor's staff employed directly thereon together with such expenses and disbursements allowed under this Contract. Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to close out the Services.
- b) Upon written notice of suspension or termination, or upon a written demand by the Owner at any time during the term of this Contract, the Owner shall be given and have the right to take possession of and use any completed or partially completed drawings, documents, software, equipment and other information prepared or to be supplied by the Contractor.
- c) The Owner reserves the right to terminate the Contract or parts thereof for any reason, without penalty or obligations to the Owner, upon provisions of ten (10) days written notice.

12. Duty to Notify

- a) In the event that the Contractor becomes aware of the occurrence of any problem and/or condition which may adversely affect the Supplies, delivery and installation, or the cost, functional capability or performance, of the Work to be provided, or the ability of the Work to conform with any Contract requirements, then the Contractor shall promptly, and in no event more than two (2) business days after becoming aware of same, notify the Owner, in writing, of such occurrence and of the nature

of the relevant problem or condition in sufficient detail to permit the Owner to understand the nature and scope thereof.

13. Representations, Warranties and Conditions

- a) The Contractor shall represent and warrant that:
- i) all Services to be provided by it pursuant to the Contract shall be provided in a professional and worker like manner by personnel appropriately trained in the performance of such Services and in substantial conformance with all agreed-upon timelines;
 - ii) it has all necessary skills, expertise and financial resources to fully satisfy its obligations under the Contract;
 - iii) it does not and shall not have any conflict of interest (actual or potential) with its obligations under the Contract; and,
 - iv) it shall comply with all laws applicable to the provision of any of the Work or any part thereof.

14. Professional Conduct

- a) In the event that any person employed by the Contractor in connection with the Work arising out of this Contract gives, in the opinion of the Owner, just cause for complaint, the Contractor upon written notification by the Owner shall not permit such person to continue in any future Work arising out of this Contract.
- b) The Contractor is required to conduct its business in professional manner during the Contract period and thereafter. Failure to act in a professional manner may be considered by the Owner a material default of the Contractor under the Contract, entitling the Owner to terminate this Contract immediately and without incurring further liability to the Contractor.

15. Force Majeure

- a) A party hereto shall not be responsible for failures in performance due to Force Majeure. "Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Contract claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Contract beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Contract or does not arise by reason of:
- i) the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;

- ii) any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Contract;
 - iii) lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Contractor, the Contractor notifies the Owner as soon as possible and in any event within five (5) Business Days following the date upon which the Contractor first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the Owner may verify same.
- b) In any such event, the Contractors Bid (Service proposal and Financial proposal), as amended and such Services as changed, altered or added to, under the provisions of the Bid Request document shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Contract.

16. Assignment

- a) Neither party may assign this Contract or any portion thereof without the prior consent in writing of the other.

17. Inspection

- a) The Owner, or persons authorized by the Owner, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Contract and the premises where they are being performed.

18. Use of Name, Publication & Communication

- a) The Contractor will not use the name of the Owner, or of any officer or employee of the Owner, in any advertising or publicity without the Owner's prior written approval.
- b) The Contractor shall obtain the consent in writing of the Owner before publishing or issuing any information regarding the Services.
- c) The Contractor may not at any time directly or indirectly communicate with the media in relation to this Contract without first obtaining the written permission of the Owner. The Contractor shall ensure that its subcontractors comply with this provision.

19. Confidential Information

- a) Information communicated by the Owner to the Contractor, or by the Contractor to the Owner, in the course of carrying out the Services provided for herein shall not be either divulged or used by the Contractor on any other project unless prior approval, in writing, is obtained from the Owner.

- b) Any information that is not common knowledge, and may therefore be considered confidential by the Owner, that is acquired in the course of carrying out the Services or developed by the Contractor is part of the Services provided herein, shall not be used or divulged by the Contractor unless prior approval, in writing, is obtained from the Owner.
- c) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which:
 - i) was at the time of disclosure, or thereafter became, part of the public domain; or
 - ii) is required to be disclosed by law or court order, where, in such cases, all reasonable attempts will be made to notify the Owner in advance of doing so.

20. Municipal Freedom of Information and Protection of Privacy Act

- a) The Owner is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Owner in response to this RFP may be available to the public unless the party submitting the information requests that it be treated as confidential.
- b) All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the Contractor’s request to keep the information confidential.

21. Performance

- a) In performing the duties under the Contract, the Contractor shall:
 - i) act diligently, honestly and in good faith and in the best interests of the Owner;
 - ii) to the best of its ability make every effort to promote the interests and reputation of the Owner; and
 - iii) to the best of its ability assist the Owner in achieving its objectives and goals.
 - iv) act ethically and fairly in all of its dealings with the Owner, officers, employees and residents of the Owner, and co-operate with them in respect of the discharge of their duties to the Owner.
- b) In performing any Services for or on behalf of the Owner, the Contractor shall act only in accordance with all applicable by-laws and professional regulatory bodies of which the Contractor is a member, or which otherwise governs the provision of such Services.

22. Time

- a) The Contractor shall perform the Services expeditiously to meet the requirements of the Owner and shall complete any portion or portions of the Services in such order as the Owner may require.

23. Replacement of Personnel

- a) When specific persons have been named in the Bid as the persons who must perform the Work, the Contractor shall provide the Services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- b) If at any time, the Contractor is unable to provide the Services of any specific person named in the Bid, it shall provide a replacement person who is of similar ability and attainment.
- c) The Contractor shall, before replacing any specific person named in the Bid, provide notice in writing to the Owner. The replacement must be acceptable to the Owner.

24. Successors and Assigns

- a) The Contract shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of the Owner and of the Contractor.

25. Frauds or Bribery

- a) Should the Contractor or any of its agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Owner, or to commit fraud against the Owner, the Owner shall be at liberty to declare the Bid void 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 termination.

26. Severability

- a) If any provision of this Contract becomes illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be valid, binding and subsisting.

27. Subcontracting

- a) In any subcontract, the Contractor shall, unless the Owner otherwise consent, ensure that the sub-contractor is bound by the terms and conditions of the Contract.

28. Contractor's Liability

- a) The Contractor, its agents and all workers and persons employed by the Contractor, or under the control of the Contractor including subcontractors, shall use due care to ensure that no person or property suffers injury or loss and no rights are infringed as a result or by reason of:
 - i) The execution of the Works or operations of the Contractor under this Contract;
 - ii) The existence, location or condition of any vehicles, machinery, plant or materials used therein; or
 - iii) Due to the failure, neglect or omission of the Contractor or any of the persons set out above to do or perform any or all of the acts or things agreed to be done or performed under this Contract.
- b) The Contractor shall be solely responsible for all damages with respect of any such loss, injury or infringement of rights arising out of the Work done pursuant to the Contract.

29. Dispute

- a) Any dispute or disagreement of any kind whatsoever arising out of the Contract or Work shall not be grounds for delay in the completion of the Work but shall be referred by the Contractor in writing to the Owner, not later than ten (10) working days after the Contractor becomes aware of the circumstances giving rise to such dispute or disagreement. The Owner will not settle a claim with respect to any dispute until such time as the Contractor has submitted a single written claim, containing a concise statement of the relevant facts including the extent and value of the claim, any impact in the Contract and the relevant sections of the Contract.
- b) The Owner shall interpret the requirements of the Contract. Any and all decisions shall be given in writing unless otherwise directed by the Owner. The Contractor shall abide by all decisions or rulings of the Owner in respect of any matter arising from interpretations of the Contract.
- c) If the matter in dispute is not resolved promptly, the Owner will give such instructions as in their opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, without prejudice to any claim they may have. The Contractor shall proceed with the Work with all due diligence in accordance with the Owner's decision whether or not the claim may be referred to mediation or arbitration as hereinafter provided.
- d) No act by either party shall be construed as a renunciation or waiver of any rights or recourse; provided that party has given the notices required by the Contract and have carried out the instructions of the Owner as provided above.

- e) Should a dispute arise between the Owner and the Contractor with respect to any provision of the Contract the parties shall attempt to resolve such dispute by amicable negotiation.
- f) The parties may agree to utilize the services of an independent third party mediator or expert who shall be mutually agreed upon by the parties. The mediator or expert shall be knowledgeable of the issues related to the dispute. The mediator or expert shall meet with the parties together and separately, as necessary. The mediator or expert shall provide, without prejudice, a non-binding recommendation for settlement. Each party shall bear its own costs of mediation and the cost of the mediator or expert shall be shared equally by the parties.
- g) The parties may agree to submit disputes to binding arbitration and if the parties so agree then the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration Act, as amended.

30. Other Rights

- a) The Contractor shall be solely responsible for all damages to person or property including theft, whether the property is owned by the Owner, a Local Municipality or any of its employees.
- b) The Chief Administrative Officer (CAO) may delegate any or all of their authority to any person that they, in their discretion, select.

PART C – GENERAL CONDITIONS - CONSTRUCTION

1. Progress of the Work and Contract Time

- a) The Successful Bidder shall diligently complete the Work established in this Contract before,

Friday September 26, 2025

It is the Successful Bidder sole responsibility to ensure that the contract completion is achievable within the time limit specified in this contract and that the Successful bidder has sufficient workforce and the ability to complete the works per the terms of this contract. There will be no extra compensation from the Owner for works completed after typical working day hours or work completed on weekends and holidays. Any contract time extension will be evaluated based on OPSS.MUNI 100 GC.06.

- b) It is the Successful Bidder responsibility to notify the Owner when the Work is completed. The Owner will the proceed with the final inspection of the work based on the terms of this contract. Upon acceptance of the work, the Owner will then issue a certificate of completion.

2. General Conditions - Construction

- a) The Ontario Provincial Standard General Conditions of Contract, OPSS.MUNI 100, dated November 2019, or as amended, shall form part of this contract, and shall be read in conjunction with the terms of this contract. In the event that the terms of this contract disagree with the OPSS.MUNI 100 general conditions, the terms of this contract shall supersede. Any additions / amendments to the OPSS MUNI 100 detailed in this bid request shall form part of the contract.
- b) It shall be the Successful Bidders responsibility to obtain the latest version of all applicable standards, specifications and guidelines related to this Bid Request.

3. Conditions

- a) The Work required by this Contract shall be performed in accordance with the Bid Request Documents and the following schedule of specifications and provisions.

4. Standard Specifications:

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

responsible to obtain the latest edition of the Ontario Provincial Standard Specifications listed below. These are available electronically at:

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

OPSS.MUNI 100	Nov. 2019	OPSS.MUNI 802	Nov. 2019
OPSS.MUNI 180	Nov. 2021	OPSS.MUNI 804	Nov. 2014
OPSS.MUNI 182	Nov. 2021	OPSS.MUNI 904	Nov. 2023
OPSS.MUNI 206	Apr. 2019	OPSS.MUNI 905	Nov. 2017
OPSS.MUNI 310	Nov. 2017	OPSS.MUNI 906	Nov. 2021
OPSS.MUNI 314	Nov. 2023	OPSS.MUNI 908	Nov. 2022
OPSS.MUNI.421	Nov. 2018	OPSS.MUNI 914	Nov. 2014
OPSS.MUNI 491	Nov. 2017	OPSS.MUNI 920	Nov. 2023
OPSS.MUNI 510	Nov. 2018	OPSS.MUNI 922	Apr. 2017
OPSS.MUNI 511	Nov. 2019	OPSS.MUNI 928	Apr. 2019
OPSS.MUNI 512	Apr. 2024	OPSS.MUNI 929	Nov. 2018
OPSS.MUNI 710	Nov. 2021	OPSS.MUNI 930	Nov. 2014
OPSS.MUNI 721	Apr. 2024	OPSS.MUNI 1202	Nov. 2023
OPSS.MUNI 801	Nov. 2019	OPSS.MUNI 1212	Nov. 2022

- b) The Ontario Provincial Standard Specifications are available electronically at the following link:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>

5. Standard Detail Drawings

- a) Standard detail drawings are available electronically at:

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

6. Contract Drawings & other documents

- a) Cover Page and Drawings from 01 to 16

- b) Selected drawings from the original bridge construction, dated June 1963 – received by DHO Bridge Office June 28, 1963 & August 6, 1963.

7. Special Provisions

- a) Special Provisions – General (Part of this Bid Request document)
b) Special Provisions – Items (Part of this Bid Request document)

8. Health and Safety

- a) It is paramount to this contract and essential to the Owner that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Successful Bidders, agents and others on the project premises.
- b) Successful Bidder must assume all responsibilities and obligations imposed upon the Occupational 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 bid price.
- c) The Successful Bidder shall be the “Constructor” under the provisions of the Occupational Health and Safety Act.
- d) Accordingly the Successful Bidders shall comply with GC 7.01 and the following:
- i) The Successful Bidder shall prepare and update, as required, a health and safety program with objectives and standards consistent with applicable legislation, and with the Corporation of the United Counties of Prescott and Russell.
 - ii) Include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety.
 - iii) Prior to commencement of Work the Successful Bidder will notify the Owner of all products controlled under the Workplace Hazardous Materials Information System (WHMIS) as per GC 7.01.09 and ensure that workers in their employ are aware of hazardous substances that may be in use at their place of Work, and wear appropriate personal protective equipment as may be required.
 - iv) The Successful Bidder shall provide along with this Bid request to the Owner with Safety Data Sheets (S.D.S.) for all materials being supplied under this contract.
 - v) Provide upon request a copy of the Company Health and Safety Policy as noted in GC 7.01.04.

- vi) Upon request at any time from the awarding to the completion of the contract, submit proof of fulfilment of the above noted responsibilities.
- vii) In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, the Contractor is advised of the presence of the following Designated Substances.

Substance (Ontario Regulation Number)	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	N/A
Benzene (R.R.O. 1990, Reg. 839)	Vehicle Emissions
Mercury (R.R.O. 1990, Reg. 844)	Vehicle Emissions
Vinyl Chloride (R.R.O. 1990, Reg. 846)	Vehicle Emissions
Coke Oven Emissions (R.R.O. 1990, Reg. 840)	
Ethylene Oxide (R.R.O. 1990, Reg. 841)	
Acrylonitrile (R.R.O. 1990, Reg. 835)	
Isocyanates (R.R.O. 1990, Reg. 842)	
Silica (R.R.O. 1990, Reg. 845)	Concrete, Granular, Blasting Medium, Throughout Site
Arsenic (R.R.O. 1990, Reg. 836)	Vehicle Emissions, Throughout Site
Lead (R.R.O. 1990, Reg. 843)	Structural Steel
Bat / Bird / Rodent Droppings	Throughout Site

viii) The Contractor is further advised that the Designated Substances silica (Ontario Regulation Number R.R.O. 1990, Reg. 845), lead (R.R.O. 1990, Reg. 843) and arsenic (R.R.O. 1990, Reg. 836) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

9. Certification and Payment – GC 8.02.03

- a) Certification and Payment shall be per GC 8.02.04 and as amended. At the onset of the project, the Owner and the Contractor shall agree on a cut-off date for payment. A proper invoice shall be submitted along with the progress payment and supporting documents, as required, for review, approval and payment processing. Payment shall be made monthly for the duration of the contract.

- b) Holdback retention and release shall be per the *Ontario Construction Act* in conjunction with the OPSS.MUNI 100, as amended.
- c) The Contractor shall comply with the OPSS MUNI.100 Clause GC 7.16, Warranty, and provide services if any warranty work is deemed necessary by the Owner. Such warranty work shall be considered an obligation under this contract.
- d) Harmonized sales tax (HST) must be shown separately on all invoices.
- e) The United Counties of Prescott Russell shall pay the Successful Bidder in Canadian funds for the performance of the Contract, in the amount being determined by actual measured quantities of work, per individual items as listed in the schedule of prices and bid form of this Agreement. Measurement for payment shall be in accordance with the methods of measurement given in the Specifications.
- f) The United Counties of Prescott Russell reserves the right to abandon, change or include all or any part of the Work identified in the Bid Request document and any associated "Itemised Bid Form" due to budget changes, restrictions or at the Owner's discretion, the Owner, or his Representative, without invalidating the contract, may make changes by altering, adding to or deducting from the Work. In the case of a reduction, abandonment or alteration to the scope of work, no compensation shall be made for profit or administrative fees or lost to the Successful Bidder.

10. Payment Procedures

- a) The Successful Bidder shall only invoice for the delivered supplies and services accepted by the Owner. Invoices shall be emailed to:

Publicworksap@prescott-russell.on.ca
- b) Harmonized sales tax (HST) must be shown separately on all invoices.
- c) The Owner shall pay the Successful Bidder in Canadian funds for the completed Work specified under the Bid Request, the amount being determine by actual measured quantities of the individual Work items contained in the Bid.
- d) The County shall pay the vendor correctly rendered statement/invoice within thirty (30) days of receipt. All payments will be send to the vendor by Electronic Fund Transfer.

11. Liquidated Damages / Penalties

- a) It is acknowledged and agreed by the parties to the contract that the Owner will sustain damages in the event that all of the Work called for, under the contract, is not finished or completed before the Contract Completion Date (see Part C, Section 1). Furthermore, it will be impracticable and extremely difficult to ascertain and determine the actual damages which the Owner will sustain and its value, in such event and by reason of complexity and delay, the parties hereto agree that the Contractor will pay to the Owner the sum of:

Two Thousand Dollars (\$2,000.00) + HST

per **calendar day** in liquidated damages, for each and every calendar day delay, starting from the established contract completion date to the date that the project is considered “deemed completed” as defined under the *Ontario Construction Act*. It is further agreed that this amount is an estimate of actual damages to the Owner which will accrue during the period in excess of the prescribed date of completion.

- b) 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.
- c) The Successful Bidder shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes or delay of sub-contractors due to such causes.
- d) If the time available for the completion of the Work is increased or decreased by reason of alterations or changes made under the General Conditions, the completion date shall be adjusted as determined by the Owner.

12. References

- a) It is the purpose of the Owner not to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience in the class of work, and that he has sufficient capital and plant to enable him to prosecute the work successfully and to complete it in the time identify in the Contract. Bidders shall provide three (3) reference for work similar in magnitude to this Bid Request.

PART D – SPECIAL PROVISIONS – GENERAL

1. Scope of Work

- a) The Successful Bidder shall supply all labour and materials, transportation, apparatus, tools, scaffolding, etc. for the proper execution and 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.
- b) 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 Contract.

2. GC 2.01 – Reliance on Contract Documents

- a) Reliance on Contracts Documents shall be as per GC 2.01 with the exception that GC 2.01.01 a) is hereby replaced with the following:

“The location of all mainline underground Utilities that may affect the Work shall be determined and arranged by the Successful Bidder.”

3. GC 3.05 - Layout

- a) GC 3.05 is hereby amended with the addition of the following:

“The contractor will be responsible to establish offset stakes indicating offset distance, grades and super elevation where applicable as approved by the Contract Administrator. Offset stakes, once established, shall become the responsibility of the Successful Bidder as per GC 7.02.”

4. Clarification of Work

- a) Where the Successful Bidder requests clarification on items provided herein to complete the Work, the Successful Bidder and the Owner will agree upon the Work required and a written clarification document, entitled “Supplemental Instruction” will be agreed upon and signed by both the Successful Bidder and the Owner prior to the Work being completed.

5. GC 3.10 – Changes in the Work

- a) General Condition of Contract, Section, GC 3.10.01 stipulates that the Owner or Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Successful Bidder shall not be required to proceed with the Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Successful Bidder shall proceed with the Change in the Work.
- b) In addition to the above and GC 3.10.01, the Owner requires that the amendment to the Contract or item(s) of Contract will be in the form of a Change Order or Change Directive and will be signed in agreement by the Successful Bidder and Owner prior to proceeding with the Work.
- c) Changes in the Work will comply with GC 3.10 with the addition of the following:

Due to budget changes or restrictions, the Owner, or his Representative, without invalidating the contract, may make changes by altering, adding to or deducting from the Work. In the case, of a reduction or alteration of the Work no compensation shall be made for profit or administrative fees to the Successful Bidder. In the case, of an addition to the Work, the Contract Time shall be adjusted accordingly.

6. GC 4.03 – Management and Disposition of Materials

- a) The Successful Bidder is advised that GC 4.03.05 is hereby deleted and replaced with the following:

“Unless otherwise noted elsewhere in the Contract Documents all surplus material (concrete, asphalt, etc.) generated from construction will be disposed of offsite at no extra cost to the Owner.” Requirement of OPSS MUNI 180 General Specification for the Management of Excess Materials shall apply. All applicable forms shall be submitted to the Contract Administrator for approval.

7. GC 7.03 – Work Area

- a) Working Area Conditions will comply with GC 7.03 with the addition of the following:

Where no specific requirements for erosion and sedimentation control are defined in the contract, the Successful Bidder shall take all necessary precautions to ensure that no deleterious materials enter any ditch, stream, pond, lake or other water body as a result of the Work on this contract.

8. GC 7.07 – Maintaining Roads and Detours

- a) The Successful Bidder is advised that per GC 7.07, County Road(s) on which the Work under this Contract is located, shall remain open to normal highway traffic at all times during the execution of the Work. The Successful Bidder shall plan and carry out their operations in such a manner that this normal traffic is not unduly disrupted.
- b) No detouring of traffic will be permitted without the written permission of the Owner. Traffic may be reduced to a single lane during daylight hours with the use of traffic control persons and appropriate temporary signing but the road must be re-opened for regular two-way traffic at the end of each Work day.
- c) Traffic control and signing shall be as per the most recent version of OTM Book 7 and OPSS 706.

9. Traffic Control

- a) Signs to be provided by the Successful Bidder in accordance with this contract shall be constructed in accordance with the Standards set out in the OTM Book 7.
- b) The Successful Bidder is responsible for traffic control in accordance to the OTM, Book 7.
- c) A traffic control plan must be submitted to the Owner for review prior of beginning of Work and shall be kept on site at all time for the duration of Work.
- d) The Successful Bidder is advised that two competent traffic controllers, not otherwise employed in the operation, will be required at all times during the paving operation. These traffic controllers will be required at all times when any of the Successful Bidder's equipment is working within the right-of-way. Successful Bidder shall supply a signalperson where trucks are baking into the asphalt spreader or any other location.
- e) If proper traffic control is not provided on site per the terms of this contract, the Owner will immediately shut down the site for the day. The Contractor shall promptly shut down their site and will not be able to continue their construction activities until the approved traffic control plan as per the contract requirements is properly installed.
- f) See further requirements for traffic control in “PART E – SPECIAL PROVISIONS – ITEMS

10. GC 8.02.04.04 – Payment for Labour

- a) The Successful Bidder is advised that GC 8.02.05.04 is hereby deleted in its entirety and replaced with the OPSS.PROV 100 (April 2023) section GC 8.03.04.

11. Utility Authorities

- a) The Successful Bidder is responsible for coordinating with each respective utility company when working adjacent to and around the existing utilities. All bracing and supporting of utilities which is required to complete the Work described in the Contract shall be included in the Contract price.

12. Protection

- a) The Successful Bidder shall take over and assume entire responsibility for the premises in so far as they may be affected by the scope of the Contract, maintain all existing protection and provide and maintain all additional protection necessary or as may be required by governing laws, rules, regulations and ordinances. All such protection shall be removed from the premises when directed.
- b) The Successful Bidder shall take all necessary precautions during the execution of the Work to protect fully all persons from loss, damage or injury to their property, and will be held responsible for any loss, damage or injury, which may occur through the neglect, carelessness or incompetency of himself or his employees.
- c) The Successful Bidder shall indemnify and save harmless, the Corporation from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Corporation, its employees, officers or agents may suffer as the result of the negligence of the Successful Bidder, his employees, officers or agents in the performance of the contract.
- d) The Successful Bidder shall be responsible for any loss or damage caused by him or his workers to the property of the Corporation and shall make good any loss, damage or injury arising from the Work or its execution, without cost to the Corporation.
- e) When the whole or part of the Work is suspended for any reason, the Successful Bidder shall properly cover over, secure and protect such of his Work as may be liable to damage or sustain injury from any cause.

13. Forfeit

- a) In the event of default or failure on the part of the Successful Bidder to complete the contract to the satisfaction of the Owner, the Corporation shall be at liberty to accept the next lowest or any Bidder, or call for new Bid Requests, holding the

Successful Bidder 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 Successful Bidder, and in cases where the Successful Bidder becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the Owner may, by notice in writing, terminate the contract (or parts thereof) on such day as they may set in the notice.

14. Frauds or Bribery

Should the Successful Bidder or any of its agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of The Owner, or to commit fraud against The Owner, The Owner shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Successful Bidder and to invoke the provisions of termination.

15. Liens

- a) The Successful Bidder is advised that all terms and conditions of the Construction Act and any Amendments thereto shall apply to this Contract. Payment for Work done or materials supplied shall not become due until the Successful Bidder 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 Successful Bidder 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.

16. Successful Bidder's Liability

- a) The Successful Bidder shall be responsible for all damages caused by him or his employees, agents or any workers or persons employed by him, or under his control, or arising from the prosecution of the Work, or by reason of the existence or location or condition of Work or any materials, plant or machinery used there on or therein, or which may happen by reason of his failure or the failure of those for whom he is responsible, to do or perform any or all of the several acts or things required to be done by him or them under the contract, and agrees to hold the Owner safe and harmless from any such claims by third parties, including any legal costs incurred by the owner in connection therewith on a solicitor/client basis.
- b) In the event that the Bid Request is accepted within the time provided and the Bidder's failure to fulfil any of the requirements stipulated herein, or, in the event of any purported withdrawal of the Bid Request within the time limit set forth, the damages sustained by the Corporation as a result of the Bidder's default, shall be assessed as being the difference between the amount of this Bid Request and the estimated cost to the Corporation of having the Work done and materials supplied by any other means the Corporation judges appropriate.

17. Third Party Claims

- a) The Corporation shall have the right to retain, out of any monies payable by the Corporation to the Successful Bidder 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 Successful Bidder 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.

18. Assignment or Sub-Contract

- a) The whole or any part of the contract arising from this Bid Request may not be assigned or sub-contracted without the specific written consent of the Owner, and, if provided, such sub-contract shall incorporate all of the terms, conditions and liabilities that can reasonably be applied to the prime contract.

19. Spills Reporting

- a) Spills or discharges of pollutants or contaminants under the control of the Successful Bidder, and spills or discharges of pollutants or contaminants that are a result of the Successful Bidder'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.
- b) This reporting shall not relieve the Successful Bidder of his legislated responsibilities regarding such spills or discharges.

20. Clean- Up

- a) The Successful Bidder, at the Owner's request, shall thoroughly remove all debris and other materials along the working site of the road, as may have occurred during and because of the performance of the Work.
- b) The Successful Bidder will keep the premises clean at all times and on completion of the Work will remove all surplus materials, tools, equipment and debris, and leave the site in a clean and tidy condition to the complete satisfaction of the Corporation.

21. Schedule Submission and Site Meetings

- a) Prior to commencement of Work, the Successful Bidder shall provide to the Owner a proposed schedule for actual start and finish dates for activities within this Bid Request. The County will review and approve the schedule prior to the start of Work. The schedule shall provide detailed information for each item specified in this Bid Request.
- b) The pre-construction and site meetings shall be held on dates mutually agreed to by the Owner and the Successful Bidder. Prior to commencement of Work, the Successful Bidder along with County representatives shall review the deliverables of this contract to ensure understanding and compliance with the requirements of the contract. The purpose of the site meetings will be to review contract issues, quantities and Work schedule.

22. Included in the Bid Price

- a) The disposal of excess material off site shall be included in the Bid price of every applicable item.
- b) Compaction 100% standard proctor maximum dry density for all road base material shall be included in the Bid price, unless otherwise specified.

23. Engineer and the Contract Administrator

- a) For the purpose of this Contract, the words “Engineer” and “Contract Administrator” are equivalent.

24. Definition of Constructor

- a) For the purpose of this Contract, the Contractor will be the Constructor.

25. As Built Drawings

- a) As built drawings in hard copies (full sized red-line mark-ups) shall be supplied by Contractor to the Contract Administrator within two weeks of the final completion of the work. Contract Administrator will review and advise of completeness. Contractor shall re-submit the drawings as many times as required to achieve full completeness and accuracy.

26. Submissions

- a) The following submissions, but not limited to this list, shall be made to the Engineer for review a minimum of 2 weeks prior to beginning the work. Further submissions as required are listed in specific Sections of Work, Ontario Provincial Standard Specifications and elsewhere in the Contract Specifications. Requirements for

certification / stamping of various submissions may or may not be indicated below and may also be indicated elsewhere in the Contract Documents.

b) Plans:

1. Traffic Control Plan / Traffic Management Plan, including Detour Route & Signage.
2. Site-Specific Health & Safety Plan.
3. Environmental Protection Plan / Erosion & Sediment Control Plan.

c) Shop Drawings:

1. Reinforcing Steel (including quantities, lengths, and lap splice details).
2. Steel Parapet/Barrier Railing.
3. Deck Drains.
4. Bearings.
5. All formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, jacking, etc.
6. Structural steel, including erection.

All shop drawings and engineered submissions shall bear the stamp and signature of two Professional Engineers licensed in the Province of Ontario (*Design and Check Engineers*) who are specialists in the applicable field. The Design and Check Engineers shall each carry a minimum of two million dollars professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work. The Design and Check Engineers will be retained by the Contractor and costs for all such work shall be included in the Contract price for the applicable item.

d) Certificates of Conformance / Quality Control Certificates

1. Formwork, shoring, temporary supports, access platforms, scaffolding, jacking, etc.
2. Structural steel; certificate of conformance for the as-fabricated components (prior to shipping), certificate of conformance for as-installed components.

The Certificate of Conformance shall be signed and sealed by the Design Engineer to certify that the installed has been completed in general conformance with their design intent. Any modifications made to erected components shall be clearly defined and fully certified in the *Certificate of Conformance*. References such as *'the erected component has been installed in general conformance with the approved shop drawings provided that [missing component] is installed'* must be further supplemented by another *Certificate of Conformance* from the Design Engineer certifying the *[missing component]*. The Contractor must submit the

Certificate of Conformance for each component prior to the use of the component.

- e) Material Information / Product Sample Submissions:
1. Asphalt supplier and mix design including gradation, test data, and supporting documentation.
 2. Concrete supplier and mix design including gradation, test data, and supporting documentation. Separate mix designs are required for each concrete mix.
 3. Source, gradation, and test data for all aggregates and imported materials (e.g. rip rap, engineered backfill, etc.).
 4. Mill certificates for structural steel.
 5. Pavement markings.
 6. Tack coat.
 7. Rubberized asphalt and protection board.
 8. Epoxy grout for dowels.
 9. Steel beam guide rail and energy attenuators.
 10. Joint filler and expansion joint materials ('Ceramar', EVA Foam, Inverseal, etc.).
 11. Any other products or compounds.

27. Quality Control Program

- a) The Contractor shall prepare, submit, and implement a Quality Control Program to ensure that the Owner's performance criteria are achieved. At the request of the Owner and/or Contract Administrator, the Contractor shall provide documentation to demonstrate that the requested performance criteria are achieved. Such documentation may take the form of, but is not necessarily limited to:
- Test data (refer to *Special Provision General #27* below).
 - Certifications for materials and products being supplied.
 - Certifications and/or qualifications for work to be completed by specialized individuals and/or corporations.
 - Any other relevant documentation, including requirements which may be referenced elsewhere in the Contract Documents or referenced standards.
- b) The Contractor shall bear all costs associated with implementation and execution of the Quality Control Program. Should supplemental testing and/or documentation be required to demonstrate the desired performance criteria have been achieved, such costs shall be born solely by the Contractor. Works for which the Contractor cannot demonstrate have met the desired performance criteria shall be rejected.
- c) In addition to requirements set out in the Contract Documents and/or other referenced standards (OPSS, etc.), the following shall apply to work completed under this Contract:

1. **Concrete** – No adjustment to concrete load on site will be allowed except air entrainment and superplasticizer (when indicated in the approved mix design). The Engineer may also take samples; in such case, the Contractor shall provide assistance in obtaining samples. All concrete not conforming to the referenced specifications or achieving the required performance specifications be rejected.
2. **Concrete Curing** – Substitutions to the specified curing methods will not be considered.
3. **Asphalt Pavement** – Asphalt pavement will be inspected by the Engineer at the time of placement for limit of application, thickness, rolling process, and compaction. The Engineer may also take samples; in such case, the Contractor shall provide assistance in obtaining samples. Asphalt shall be placed with complete, unequivocal and full compliance with specifications with respect to ambient and asphalt temperatures, probability of rain, and other environmental requirements. Any asphalt placed on this Contract in violation of any of these requirements will be considered temporary and will require complete replacement at the sole expense of the Contractor.
4. **Steel Beam Guide Rail and End Treatments** – The layout of posts (as completed by the Contractor) will be reviewed by the Engineer prior to installing posts.
5. **Waterproofing** – The waterproofing membrane thickness will be inspected by the Engineer at the time of application.
6. **Reinforcing Steel** – Reinforcing steel (new and existing) will be inspected by the Engineer prior to placing concrete; the Contractor shall provide access / assistance.
7. **Structural Steel Installations** – The Contractor shall implement a Quality Control program, including inspection and reporting by qualified independent third-parties; refer to OPSS.MUNI 906.07.04.

28. Testing of Materials

- a) In addition to any other relevant requirements which would be required as part of the Contractor's Quality Control Program, or as may be specified elsewhere in the Contract or referenced standards (OPSS, etc.), the following shall apply as minimum requirements for testing:
 1. **Ready Mixed Concrete:** Shall be sampled and tested by the Contractor as described below in *Special Provision General #28*.
 2. **Hot Mix Asphalt:** Shall be sampled and tested by the Contractor as indicated in OPSS.MUNI 310.07.01. Additional Quality Assurance sampling and testing may be invoked by the Owner; in such case, the Contractor shall assist the Engineer to obtain samples and/or complete testing.
 3. **Granular Materials:** Shall be sampled and tested by the Contractor as indicated in OPSS.MUNI 501.07.04. Additional Quality Assurance sampling

and testing may be invoked by the Owner; in such case, the Contractor shall assist the Engineer to obtain samples and/or complete testing.

4. **Waterproofing Thickness:** The Contractor shall assist the Engineer in obtaining thickness measurements at their discretion, as indicated in OPSS.MUNI 914.08.02.

Further Testing

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

29. Concrete Field Testing & Sampling Requirements

- a) As part of the Contractor's Quality Control Program, concrete sampling and testing shall be completed by the Contractor in accordance with OPSS.MUNI 1350, OPSS.MUNI 930, and OPSS.MUNI 904. Additional requirements for sampling and testing are identified below in this Special Provision. The Contractor shall be solely responsible to complete sampling and testing – the Contractor shall bear all costs associated with sampling and testing of concrete.

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

- i. Slump of plastic concrete (or slump flow for self-consolidating concrete);
 - ii. Air content of plastic concrete;
 - iii. Temperature of plastic concrete;
 - iv. The making and curing of concrete cylinders for testing (including the supply of single use concrete cylinder moulds);
 - v. Transportation of the cylinders to a testing facility, laboratory curing, and all destructive testing as required;
 - vi. Ambient air temperature at time of placing concrete;
 - vii. Ambient air temperatures during the specified curing periods;
 - viii. Thermocouple temperature monitoring for any cold-weather concreting; and
 - ix. Transportation of the cylinders to a testing facility, laboratory curing and all destructive testing as required.
- b) Field testing and sampling of concrete shall be done by a person certified as a concrete field testing technician by the Canadian Standards Association (CSA), or by the American Concrete Institute (ACI).

The person shall:

- i) have successfully completed, as part of the certification requirements, written and practical examinations within the last five years verifying his/her competence to carry out field testing of concrete (slump, air content, temperature and casting of cylinders), and
- ii) have in his/her possession, at all times field testing is to be performed, a card issued by the certifying agency verifying the currency of the individual's certification.
- c) All concrete shall be field sampled and tested in conformance with this clause except as stated elsewhere in the Contract. All work associated with the sampling, field testing, field curing and preparing test cylinders (including the supply of single use concrete cylinder moulds) shall be the responsibility of the Contractor. The Contractor shall be responsible for all equipment and materials to perform the work. The Contractor shall be responsible for the delivery of concrete cylinders to a testing laboratory designated by the Contract Administrator, within 150 km of the site. The Contractor will be responsible for testing of all cylinders. Field test data shall be supplied to the test laboratory with the concrete cylinders. All field test data shall be recorded and supplied to the Contract Administrator. Where testing deficiencies have been identified, the Contractor shall provide additional testing of the hardened concrete verifying that the concrete meets the contract requirements. The Contractor shall note that, depending on the sequence of his concrete pouring operations for various components, multiple separate trips to the testing laboratory may be required.

Concrete testing shall be carried out, as a minimum, as follows:

- Slump, air, and concrete temperature for 5 consecutive loads until, in the opinion of the Contract Administrator, consistency has been achieved, at which point every second load shall be tested.
- A single set of 4 concrete cylinders shall be cast for each 20 cubic metres of concrete placed. Where the ordered amount of concrete is less than 20 cubic metres, a single set of 4 concrete cylinders shall be cast. Cylinders shall be representative of the concrete placed (start, middle, and end section from the delivery truck).
- The above testing and sampling requirements shall be repeated whenever one of the following has occurred:
 - concrete ordered on a different calendar day;
 - concrete ordered from a different plant and/or supplier;
 - a change in the concrete mix design;
 - concrete being placed for a different purpose and/or structural component; or
 - concrete to be placed and/or cured under *cold-weather concreting* conditions.

- Within a single set of concrete cylinders, compressive strength testing for cylinders shall be as follows:
 - (1) cylinder at 7-days
 - (2) cylinders at the day where the full theoretical compressive strength is to be achieved (following the mix design)
 - (1) referee cylinder to be reserved should additional tests be requested by the Engineer

- d) All test results (field testing and laboratory testing) must reach the minimum performance requirements set out in the Contract Documents. Any concrete which is placed in violation of the above, or which fails to meet the final performance requirements, shall be rejected. The Owner shall bear no costs associated with additional testing (to demonstrate acceptable performance).

30. Fencing the Construction Area

- a) To restrict access by the public, the right-of-way adjacent to working areas shall be fenced before work commences. Where the Contract Documents do not require chain link fence or where it is impractical to erect chain link fence before work commences, the Contractor shall erect, maintain, remove and dispose of the temporary snow fence required to restrict access. The requirement for fencing the work area is in addition to all other requirements as may be specified elsewhere in the Contract Documents.

31. Protection of Endangered Species

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

- b) Education / Training: The Contractor shall retain the expert and assure that all personnel are educated about species on SARO List. The Contractor shall provide a basic educational and training program and list of procedures relating to protection and capture of SAR.

- c) Encounters with SAR: The Contractor shall not harm and adversely affect any wildlife encountered in the Contract. The Contractor is responsible for ensuring all SAR sighted or encountered within the project limits are protected and relocated as necessary.

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

- e) The Contractor shall conduct a survey/search prior to any construction activity that may impact SAR during the term of the Contract. The survey/search shall be conducted by a qualified individual trained in the recognition and handling of SAR.
- f) The Contract Administrator shall be contacted immediately in the event that any SAR species are encountered within the contract limits. All SAR sightings, dead or alive, shall be reported to the Contract Administrator.
- g) The Contractor is legally obligated to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor’s failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

32. In-Water Works Timing Restriction

- a) The Contractor will not be permitted to carry out any in-water work under this Contract from **July 16, 2025 to September 30, 2025** (inclusive).

33. Authority Contact

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

Regulatory Authority	Notification Requirement
<u>MOE</u> : Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
<u>Municipality</u> : United Counties of Prescott and Russell; 59 Court Street, L’Original, Ontario K0B 1K0	For notification of a spill to the environment under the Environmental Protection Act
<u>MECP</u> : Ministry of the Environment, Conservation and Parks, Ottawa District 103-2430 Don Reid Drive Ottawa ON K1H 1E1	For Waste Management Approval under the Environmental Protection Act For notification of Species at Risk
<u>MNDMNR</u> : Ministry of Northern Development, Mines, Natural Resources and Forestry – Kemptville District Provincial Government Building Concession Road, P.O. Bag 2002 Kemptville, Ontario K0G 1J0	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
<u>DFO</u> : Department of Fisheries and Oceans, Ontario Great Lakes Area 401 King Street West, P.O. Box 1000	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act

Prescott, Ontario K0E 1T0	
Local Police: OPP Russell Detachment; 411 New York Central Ave. Embrun, Ontario K0A 1W1 (613) 443-4499	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act

34. Control of Emissions during Structural Work

- a) This special provision 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 and reinforcing steel, and the cutting and grinding, including scarification, of concrete.
- b) The Contractor shall give the Contract Administrator written notice 3 working days prior to the start of abrasive blast cleaning of concrete and reinforcing steel, and of the cutting and grinding, including scarification, 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.
- c) 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 and reinforcing steel, and the cutting and grinding, including scarification, of concrete, do not:
 - i. enter any surface waters; or
 - ii. escape beyond the right-of-way.

The measures may include:

 - i. termination of operations during periods of high wind;
 - ii. the use of low dust generating technologies such as vacuum abrasive blasting;
 - iii. vacuuming of surfaces to remove dust and debris; and
 - iv. the use of temporary barrier walls or enclosures.
- d) Excess materials shall be managed as specified in the Contract Documents.
- e) Payment for the control of emissions during work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, shall be deemed to be included in the tender items requiring such control. Contractor shall bear all immediate, subsequent and consequential costs associated with change in schedule, staging, and methodology of the work.

35. Dust Suppression and Water for Compaction

- a) Payment for all labour, equipment and materials to do the work for dust control and water compaction shall be included in the applicable tender item(s).
- b) The Contractor shall bear all immediate, subsequent, and consequential costs associated with change in the schedule, staging, and methodology of the work.

Dust Suppression:

- c) The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.
- d) Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.
- e) Water, calcium chloride flake or calcium chloride solution may be used for dust suppression and shall conform to OPSS 506.

Water for Compaction:

- a) Water shall be used for compaction and shall conform to OPSS 501.

PART E – SPECIAL PROVISIONS – ITEMS

1. Sitework, including Mobilization and Demobilization

Scope:

The following work, activities, and costs shall be included in this item:

- a) Bonds, administration and supervisory costs.
- b) Mobilization and demobilization of equipment material and Contractor's forces.
- c) Schedules and cash flow forecast.
- d) Site preparation for work.
- e) Costs of all necessary approvals and permits as applicable.
- f) Cost of building construction depot (laydown area) in a location acceptable to the Owner.
- g) All costs associated with locates, protection or temporary relocation and reinstallation of utilities, if applicable and not specified in other areas of the contract.
- h) Installation of temporary barricades, hoarding, fencing and other protection required.
- i) Cost of supplying and maintenance of adequate sanitary facilities.
- j) Scaffolding and other required access to perform the work, if not specified in other areas of the contract.
- k) Costs associated with submission of shop drawings, rebar schedules, product submissions etc., including engineering and QVE.
- l) Cost of advertising of Substantial Completion in Daily Commercial News.
- m) Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the Engineer.
- n) Maintaining and reinstatement of existing road signs, mailboxes, etc.
- o) All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- p) All costs associated with required environmental protection measures not specified elsewhere in the Contract.
- q) Contractor's office.
- r) Fencing of the Work area.
- s) Cost of reinstating to their original conditions the Contractor's laydown areas and office sites.
- t) All costs associated with preparation of as-built drawings (red line hard copy mark-ups).
- u) All costs associated with field surveying as specified in the Contract Documents and as required in order to properly layout and complete the work.

The Contractor shall submit a detailed Work Schedule and, if requested, a Projected Monthly Cash Flow Forecast to the Engineer at the Pre-Construction Meeting. The

Projected Monthly Cash Flow Forecast shall indicate the projected cost of the work to be completed in each calendar month of the Contract term, and shall be based on the Contract prices and be consistent with the Detailed Work Schedule.

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

Measurement for Payment:

- a) There will be no measurement for work under this Item.
- b) For the purpose of progress payments, the Contract price for this lump sum item will be prorated equally over the scheduled duration of the Contract per the approved schedule.
- c) No additional measurement and payment will be made whatsoever for any additional provisions and/or work that may be required due to failure of the Contractor to attain a specified Contract completion date; all such costs will be borne solely by the Contractor.

Basis for Payment:

- a) Payment at the Contract lump sum price for this item shall be full compensation for all labour, materials, equipment and transportation required to complete the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

2. Traffic Control, including all Signage, Daily Inspection, and Maintenance

This specification covers the requirements for traffic control as set out in this Bid Request document. The requirements of OPSS 706 shall apply on this Contract with the following amendments and additions:

Scope of Work:

The Scope of work for this Item includes, but is not necessarily limited to, the following:

1. Vehicular and pedestrian traffic control and construction signing as indicated in the Contract Drawings.
2. All other provisions related to traffic control and traffic management including construction zone signage as required to carry out the construction and facilitate the Contractor's operations, except where paid separately.
3. Separate provisions to positively restrain any errant vehicles entering open excavation, except where paid separately.
4. The bridge will be fully closed to public traffic during construction. Under this Item, the Contractor shall supply, install, maintain, and remove upon completion, all signage and measures necessary to meet the requirements of the Ontario Traffic Manual, Book 7 (Temporary Conditions) and the Highway Traffic Act. All signs to be bilingual.
5. All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions) April 2022. Signs shall be installed in strict conformance with Book 7.
6. This Item shall also include adequate construction fencing at the limits of the construction area to prevent entry of pedestrians at all times.
7. The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment.
8. All costs associated with the placement of temporary fill material, temporary asphalt (as may be required) to accommodate vehicular and pedestrian access at affected properties shall also be included in this Item.
9. As part of the work under this Pay Item, the Contractor shall circulate a bilingual notification letter to all local residents and businesses along the detour route. The letter shall inform the residents / businesses of the upcoming project

including start dates, completion dates, Contractor's name and contact information. A copy of the letter shall be submitted to the Engineer. The letter shall be circulated to all residents no later than 1 week prior to the start date of road closures.

10. Providing all necessary access to the project, including haul roads and temporary roadways as required to complete all works. This Item shall also include restoration of the surfaces to their original condition or the conditions indicated in the Contract Drawings.

Traffic Control Signing:

Contractor will supply, install, relocate, maintain, and remove upon completion, all traffic control signs, delineators, barricades, appurtenances, etc. as specified in the Contract documents and as required by the Ontario Traffic Manual, Book 7 (Temporary Conditions) April 2022 in order to complete the construction.

A Traffic Control Plan showing the schedule and layout sketch of all traffic control signing shall be prepared by the Contractor and submitted to the Contract Administrator for review a minimum of 14 days prior to commencing any work.

All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions). Signs shall be installed in strict conformance with Book 7.

All signs shall be bilingual (English and French).

The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment (refer to Daily Diary of Signs below for additional information).

Daily Diary of Signs:

The Contractor shall maintain a daily, hardbound diary of the signs in use for temporary and long-term traffic control. The diary shall be submitted with the final payment documents. For the duration of the contract and within 24 hours of a request by the Contract Administrator, the Contractor shall provide the Contract Administrator full access to the daily diary of the signs. The following information shall be included in the diary:

- i) a schematic of the location of each existing sign by station, offset and height above pavement.
- ii) a schematic of the placement and re-location of all construction signs during each stage of construction by station, offset and height above pavement.

- iii) traffic accidents including time of inspection, location of incident and photographs.
- iv) time of daily sign inspections.
- v) for mobile/moving operations the signing shall be in accordance with the Ontario Traffic Manual (OTM), Book 7 - Temporary Conditions.

Amendments to OPSS 706:

OPSS 706 is amended as follows.

706.02 References

Section 706.02 References, is amended by the addition of the following:

ASTM International (formerly American Society for Testing and Materials):

ASTM D4956-01a - Standard Specification for Retroreflective Sheeting for Traffic Control

706.05 Materials

Subsections 706.05.01, Reflective Surfaces, and 706.05.02, Signs, are amended by deletion of "M.U.T.C.D." and replacement with "Ontario Traffic Manual":

706.07 Construction

706.07.01 Traffic Control Signing

Section 706.07.01, Traffic Control Signing, is amended by the deletion of "M.U.T.C.D." and replacement with the following: "Ontario Traffic Manual."

Construction Signs Definition, Reflectivity Standard Requirement and Sign Light Intensity Change at Twilight

Definitions

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

Construction Signs: means all traffic control signs and associated devices identified in Book 7, including vehicles and sign trailers, required to support signs and equipment to supply sign lighting, excluding the Project Information Sign and highway number markers.

Reflective Surfaces

Subsection 706.05.01, Reflective Surfaces, is deleted and replaced by the following:

Reflective materials and surfaces shall conform to Book 7, except for the second paragraph of Part A, Division 5, subsection A5.03.01, which is deleted and replaced with the following:

As of January 1, 1992 the following devices shall have a minimum reflectivity standard of "Reflectivity Level 1" (hi-intensity) Canadian Government Specification Standard 62-GP-11, as amended: TC 3, TC 4, TC 7, TC 18, TC 43, TC 46, TC 52, TC 53, TC 54.

Traffic Control Signing

Subsection 760.07.01, Traffic Control Signing, is amended by the addition of the following:

The first paragraph of subsection 706.07.01 of OPSS 543 is amended by the deletion of the last sentence and replacement with the following:

Contract Identification Signs (2 total) and Public Advisory Signs (2 total) shall be supplied, installed, maintained throughout construction, and removed by the Contractor upon completion. All signs shall be maintained until the Certificate of Final Completion has been issued.

The Contract Identification Signs and Public Advisory Signs shall be minimum 1,200mm x 1,200mm in size and shall meet the visibility requirements of OPSS 706 and/or OTM Book 7 & 12 – the most stringent of requirements shall apply.

The Contract Identification Signs and Public Advisory Signs shall be erected a minimum of 14 days in advance of the lane restrictions or site mobilization, whichever occurs first. The Signs shall be installed on County Road 8 within 500m of the road closure. The final location shall be determined by the Contract Administrator. Signs shall be located following OTM Book 12.

The Contract Identification Signs shall generally contain the information below. The final wording shall be reviewed and approved by the Contract Administrator, who reserves the right to make adjustments to the wording.

"United Counties of Prescott-Russell" and logo
Project name and contract number
The Contractor's name and logo
"HP Engineering" and logo

The Public Advisory Signs shall generally contain the information below. The final

wording shall be reviewed and approved by the Contract Administrator, who reserves the right to make adjustments to the wording.

“United Counties of Prescott-Russell”
Project name and contract number
Start date to end date

Section 706.07.01, Traffic Control Signing, is amended by the deletion of “M.U.T.C.D.” and replacement with the following: “Ontario Traffic Manual.”

Section 706.07.01, is amended by the addition of the following:

Measurement for Payment:

- a) There will be no measurement for work under this Item.
- b) For the purpose of progress payments, forty percent (40%) of the Contract lump sum price will be paid upon initial implementation of the traffic control plan. Fifty percent (50%) will be prorated over the scheduled Contract duration. The remaining ten percent (10%) will be paid upon removal.
- c) No additional measurement and payment will be made whatsoever for any additional provisions and/or work that may be required due to failure of the Contractor to attain a specified Contract completion date; all such costs will be borne solely by the Contractor.

Basis of Payment:

- a) Payment at the Contract lump sum price shall be full compensation for all labour, equipment, and material required to do the work. In the case of discrepancies between Book 7 and the Contract Documents, the Contractor shall assume that the more expensive alternative will be employed. The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

3. Environmental Protection, Erosion & Sediment Control, and Monitoring, including Reptile Exclusion Fencing & Bird Nesting Avoidance

This specification covers the requirements for environmental protection, erosion and sediment control, and monitoring. The requirements of OPSS 182 and 805 shall apply on this Contract with the following amendments and additions:

Scope of Work:

The Contractor shall design, erect, maintain, monitor, and remove (upon completion) the protection schemes necessary for performing the entire work without letting any concrete, resins, deleterious substances, debris, or any construction materials enter the waterway, to the Contract Administrator's and Regulatory Authority's approval and satisfaction. Implement, maintain, and remove all erosion and sediment control measures and removal of sediment accumulated by control measures.

General:

- a) The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.
- b) As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.
- c) The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary, the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Suggested on-site measures may include, but shall not be limited to, the following methods: sediment ponds, silt fences, straw bales, filter cloths, catch basin filters, dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures shall be installed in accordance with the requirements of OPSS 518 where appropriate, or in accordance with manufacturer's recommendations.
- d) Where, in the opinion of the Contract Administrator 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 Contract Administrator 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.

- e) Before commencing the Work, the Contractor shall submit to the Contract Administrator an electronic (pdf) copy of a detailed Environmental Protection (EP) and Erosion and Sediment Control (ESC) Plan. The EP / ESC Plan 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. As a minimum, the EP / ESC Plan will:
1. Identify who is responsible to install, inspect, maintain and remove the control measures. For monitoring, the Contractor shall assume that, in addition to daily monitoring inspections carried out by their own forces, minimum weekly inspections / reporting by a qualified Environmental Consultant (retained and paid for by the Contractor) will also be required.
 2. Identify the inspection and maintenance record (when, how, how often, etc.).
 3. Indicate which control measures are proposed, their location and corresponding OPSD number (if applicable).
 4. Indicate that the plan is to be considered as a "Living Document" which may be modified in the event that the control measures are insufficient.

Contractor's Responsibilities:

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

- d) 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.
- e) 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 withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.
- f) In addition to any other remedy and/or penalty provided by law, where there has been default or noncompliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

Erosion and Sediment Control Details:

- a) The sediment control measures include, but are not necessarily limited to the following:
 - 1. Silt curtains/fence barriers – Heavy Duty (OPSD 219.130)
 - 2. Straw bale flow checkers
 - 3. Turbidity curtain installed downstream of construction
 - 4. Debris and effluent catchment system during all concrete work and steel cleaning
- b) The Contractor shall design and construct the protection scheme as necessary to ensure that sediment run-off does not enter the watercourse or is not transported downstream from the site.

- c) Before passing water pumped from excavations into the stream, all excessive sediment should be removed by means of silt traps or sediment barriers across the stream.
- d) Use erosion-resistant material, such as gravel fill with rip-rap or geotextile lining, in order to prevent the entry of sediment into the watercourse.
- e) Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Natural Resources. Prevent any silt from excavation and backfill from entering the waterway.
- f) The material used for earth cofferdams when used and approved should be clean granular without a significant content of silt or clay.
- g) Cofferdam when used and approved should be removed as carefully as possible to minimize sedimentation.
- h) Equipment and materials should be stored well back from the water's edge.
- i) Do not clean concrete buckets, wheelbarrows, or shovels in water body. Instead wash them with hoses so that run-off is filtered through vegetation. Prevent the entry of lime, cement or fresh concrete into waterways.
- j) The Contractor shall ensure that no contamination, waste, debris, construction materials or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either a direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities and applicable agencies with respect to environmental protection.
- k) The Contractor shall immediately clean up any spills or contamination, waste, debris, construction materials or other substances which may be either detrimental to marine life or water quality. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.
- l) Filters (screens) shall be provided at the water intake of all pumps to prevent the entry of, or damage to, fish and the discharge of the water shall be directed in a manner that will prevent erosion of the watercourse bed and watercourse banks.
- m) The Contractor shall release any stranded fish to the open portion of the watercourse without harm.

Anticipated Water Flows and Local Conditions:

- a) The Contractor must satisfy themselves with the local conditions and anticipated water flows, levels and flow velocity to be met with during construction. The Contractor shall make his own estimate of the facilities required and difficulties to be encountered, including the nature of subsurface materials and conditions.

Peak Flows:

- a) The Contractor shall make their own estimate of the anticipated water flows during construction and construct the work so that flow is not restricted.

Regulatory Authorities & Permitting:

- a) The Owner will obtain a permit from the local Conservation Authority, South Nation Conservation (SNC), regarding the proposed works. In order to issue a work permit, SNC requires the Contractor's Environmental Protection Plan / Erosion and Sediment Control Plan. As part the work under this item, the Contractor shall be solely responsible to abide by all permit requirements, including but not necessarily limited to, the submission of a detailed Environmental Protection / Erosion & Sediment Control Plan for review and approval by SNC. The Contractor shall submit all plans to the Contract Administrator, who shall provide the document to the SNC directly and in a timely manner. The Contractor shall allot sufficient time for review and approval of the Environmental Protection / Erosion & Sediment Control Plan (including any necessary resubmissions to obtain approval).

Submissions to Engineer:

- a) In addition to requirements as detailed elsewhere, the Contractor shall submit to the Engineer an electronic (pdf) copy of all protection schemes a minimum of 14 calendar days prior to proceeding with the work. The submission shall be comprehensive and shall provide descriptions, working drawings and schedules that detail the sequence of this work and the temporary protection systems.
- b) The Engineer will provide the Regulatory Authority with a copy of the Contractor's plan for review and approval.
- c) Only after receiving explicitly approval from the Regulatory Authority shall the Contractor be permitted to commence work.

Ineffectiveness of Installed System:

- a) Whenever protection measures are found to be inadequate by the Engineer, changes shall immediately be made, which will ensure watercourse, embankment, stream bed and fisheries protection, at no extra cost to the Owner.

Species at Risk:

- a) The Contractor is fully and solely responsible for carrying out his work to comply with the requirements of Ontario's Endangered Species Act (ESA 2007) for all species listed on the Species at Risk in Ontario (SARO) List. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.
- b) More information regarding Species at Risk can be found at the following website: <https://www.ontario.ca/page/species-risk>.
- c) The Contractor shall provide all staff working on-site (including subcontractors) with Species at Risk training so that they may identify SARs with potential to be found on site. Training shall outline the stop-work procedures and requirements for reporting to MECP prior to recommencing work.

Migratory Bird Protection:

- a) The Contractor shall not destroy any active nests of protected migratory birds. When these nests are encountered, the Contract Administrator must promptly be contacted.
- b) Complete all work in accordance with the Migratory Bird Convention Act and the Endangered Species Act.
- c) The Contractor is advised that isolated nests, believed to be those of barn swallows (*Hirundo rustica*), have previously been sighted at the underside of the bridge structure. The nesting season for barn swallows at the project site shall be considered as April 1st to September 1st.
 - i) The Contractor shall be responsible to ensure that all staff and subcontractors are knowledgeable and able to identify barn swallows and their nests.
 - ii) The Contractor shall be responsible to complete a detailed sweep of the structure a minimum of one week prior to the barn swallow nesting season and identify any possible nests (active or inactive). If active nests are discovered, do not harm them, cease all work, and immediately contact the Contract Administrator. If inactive nests are identified, the Contractor shall destroy the nests located on the bridge structure and/or in the immediate vicinity of the project area.
 - iii) After the Contractor's initial site sweep for barn swallow nests, the Contractor shall be solely responsible to ensure that barn swallow nests are not formed within the active nesting season.
 - Measures to prevent nesting shall, at minimum, include daily visual

inspection of all above-grade surfaces of the bridge structure by a knowledgeable and competent worker. When inactive nests are identified, they shall be destroyed without delay to prevent nesting. If active nests are discovered, do not harm them, cease all work, and immediately contact the Contract Administrator.

- The Contractor's nesting prevention measures shall suit the specific needs of the project and shall be developed following the recommendations included in the Best Management Practices for Excluding Barn Swallows and Chimney Swifts (MECP, 2017), which may be accessed online from the following link:

<https://files.ontario.ca/barschwmpenpdffinalv.1.017ja241.pdf>

- d) In addition to Barn Swallows, the Contractor shall remain solely responsible to prevent nesting of other migratory birds and avian species (e.g. bats). All measures and actions shall be completed in strict conformance with the Migratory Bird Convention Act and the Endangered Species Act.

Turtle Protection / Exclusion Fencing:

The Contractor is advised that migrating turtles (species at risk and otherwise) are at a moderate risk to be present within the work zone.

- a) The Contractor shall be solely responsible to install turtle exclusion fencing around the entire construction area prior to prevent the potential movement of turtles into the construction area. Particular care should be taken near the watercourse (Cobbs Lake Creek) and near the soft roadway shoulders.
- b) Turtle exclusion fencing shall be installed prior to commencing construction and before May 1st (whichever comes first). If desired, the fencing may be removed after August 1st if construction is still taking place.
- c) Following the installation of exclusion fencing, the Contractor shall be responsible to have the installations inspected and approved by a qualified professional. The qualified professional (retained by the Contractor) shall also perform a weep of the excluded areas to identify and remove any turtles that may be trapped within exclusion fencing.
- d) Exclusion fencing shall follow the protocols outlined in the Species at Risk Branch: Best Practices Technical Note: Reptile and Amphibian Exclusion Fencing Version 1.1 (MNRF, July 2013).
- e) To prevent turtle nesting within the construction zone, all stockpiled materials should be covered with a geotextile between May 1st and August 1st of any year.

Measurement for Payment:

- a) There will be no measurement for work under this Item.
- b) For the purpose of progress payments, the Contract price for this lump sum Item will be prorated equally over the scheduled duration of the Contract per the approved schedule.
- c) No additional measurement and payment will be made whatsoever for any additional provisions and/or work that may be required due to failure of the Contractor to attain a specified Contract completion date; all such costs will be borne solely by the Contractor.

Basis of Payment:

- a) Payment at the Contract lump sum price for this item shall be full compensation for all labour, materials, equipment and transportation required to complete the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

4. Access to Work Area, Work Platform, Temporary Support / Bracing for Structure, and Scaffolding including Access for Engineer's Inspection (where not otherwise specified)

OPSS.MUNI 919 and OPSS.MUNI 928 shall govern, except as amended and extended herein.

Scope of Work:

- a) Under this item, the Contractor will provide all access to the work (including work platforms, suspended work platforms, temporary supports, scaffolding, zoom booms, barges, etc.) for all of the work covered under the Contract Documents, except where explicitly included under separate items.
- b) Under this item, the Contractor will also provide full hands-on access to all areas of the structure as required by the Contract Administrator in order for the Contract Administrator to sound areas, delineate repair areas (including structural steel) and to inspect the Contractor's work.

Submissions Required:

- a) All access platforms, work platforms, suspended work platforms, temporary supports, scaffolding, etc. required must be designed by a Professional Engineer licenced in the Province of Ontario. The Contractor shall submit detailed shop drawings to the Contract Administrator for review a minimum of 14 calendar days prior to installation of any access platforms, scaffolding, etc. The shop drawings shall be sufficiently detailed and inclusive and shall be signed and sealed by two Professional Engineers licenced in the Province of Ontario (carrying a minimum of \$2,000,000.00 in Professional Liability Insurance). Upon initial installation of the access platforms, work platforms, scaffolding, etc., a certificate of compliance stating that the erected component has been installed in accordance with the signed and sealed by the design Engineer shall be provided to the Contractor Administrator. Refer to Special Provision General 25 (*Submissions*) for further details.
- b) The Contractor will not be permitted to utilize the access platform, work platform, temporary supports, scaffolding, etc. until the Certificate of Compliance is submitted to the Contract Administrator.
- c) All shop drawings must be signed, sealed and dated by two Professional Engineers (design and check Engineers) licenced in the Province of Ontario.

Notice to Contractor:

- a) In addition to all other requirements as provided in this Specification and required by other regulations, legislation, by-laws, etc., the Contractor is hereby notified

that he shall carry out his operations in full compliance with the Ontario Ministry of Labour's Health and Safety Guideline entitled "Guidelines for Multi-Point Suspended Scaffolds (MPSS)". The guideline is available electronically at:

<http://www.labour.gov.on.ca/english/hs/guidelines/scaffolds/index.html>

Measurement for Payment:

- a) There will be no measurement for payment for the Item, as the Item will be paid by lump sum and the Contract price, prorated over the duration of the Contract.

Basis of Payment:

- a) Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material required to do the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

5. Site Accommodation for Engineer / Contract Administrator until Substantial Performance of the Contract

Scope of Work:

The work under this Item includes but is not limited to the following:

- a) Supply and install a minimum 2.4 m x 6.0 m in Engineer's site office trailer, complete with the following:
 - i. windows and sufficient artificial lighting
 - ii. heating and air conditioning, capable of maintaining a constant ambient temperature of 20°C in the trailer
 - iii. 1 printer (B&W) capable of printing in 8.5"x11" and 11"x17" format, including ink
 - iv. 1 desk
 - v. 1 drafting table
 - vi. 6 stackable chairs
 - vii. 1 stool (for drafting table)
 - viii. Lockable filing cabinet (legal size) with 3 drawers
 - ix. Minimum 2 electrical outlets / receptacles (each 120V)
- b) The Engineer's trailer shall also be equipped with a lockable (25 mm throw dead bolt) exterior door.
- c) All utility costs for electricity, installation, maintenance, heating, ventilation, etc. shall be borne solely by the Contractor.
- d) Internet access (mobile internet hub, USB stick, or satellite connection [e.g., Starlink]) with a minimum of 50GB of data per month. The device shall be capable of connecting to the LTE network (or better) and shall have a theoretical download speed of minimum 150Mbps.
- e) The Contractor shall supply or arrange to supply water and water cooler capable of maintaining a water supply at 7°C. Water shall be bottled and supplied at a rate as required to maintain 36 litres reserve at all times.
- f) Office shall be cleaned at least once a week, including washing floor and dusting.

Installation:

- a) The site accommodations, Contractor's office, and laydown areas, shall be installed in a location near the work site as determined by the Owner upon Contract award. These areas shall be restored to their original or better conditions upon completion of the work. The trailer shall be maintained until Declaration of Substantial Completion is issued.

Measurement for Payment and Basis of Payment:

- a) Payment at the Contract lump sum price for this Item shall be full compensation for all labour, materials and equipment required to perform the work. Payment for this Item shall be made as follows:
 - i. 30% upon installation of site accommodation for engineer.
 - ii. Remaining 70% to be prorated over the duration of the Contract.

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

PW 2025-01 - Bid Request for East Castor river bridge Rehabilitation

Opening Date: January 20, 2025 3:00 PM

Closing Date: February 20, 2025 3:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing Table

Item Number	Reference	Description of Work	Unit	Estimated Quantity	Unit Price *	Total
1	SP-01	Sitework, including Mobilization and Demobilization	ls	1		
2	SP-02	Traffic Control including All Signage, Daily Inspection, and Maintenance	ls	1		
3	SP-03	Environmental Protection, Erosion & Sediment Control, and Monitoring, including Reptile Exclusion Fencing & Bird Nesting Avoidance	ls	1		
4	OPSS 801	Barrier for Tree Protection at Black Ash Trees (at Dripline), OPSD 220.110	each	4		
5	OPSS 491	Protection of Existing Utilities / Services	ls	1		
6	SP-04	Access to Work Area, Work Platform, Temporary Support / Bracing for Structure, and Scaffolding including Access for Engineer's Inspection (where not otherwise specified)	ls	1		
7	SP-05	Site Accomodation for Engineer / Contract Administrator until Substantial Performance of the Contract	ls	1		
8	OPSS 510	Remove Asphalt Full Depth (150mm Thick) on Approaches	m2	1120		
9	OPSS 510	Sawcut Asphalt Full Depth	m	2		
10	OPSS 510	Remove Existing Guiderail (Steel Beam Guiderail) on Approaches including Filling of Post Holes with Compacted Granular 'A'	ls	1		
11	OPSS 206	Stripping of Existing Shoulders / Embankments for Roadway Platform Widening	m2	1500		
12	OPSS 206	Earth Excavation / Benching of Roadway Shoulders for Roadway Embankment Widening / New Ditch Culverts including all Removals and Off-Site Disposal	m3	650		
13	OPSS 902	Earth Excavation (for structure work) including all Removals and Off-Site Disposal	ls	1		
14	OPSS 206	Earth Excavation for Replacement of Driveway Culverts at Civic Address 1484 and 1472 including all Removals and Off-Site Disposal	m3	300		
15	OPSS 314	Granular 'A' Backfill for New Driveway and Ditch Culverts Bedding including Compaction (98% SPDD)	tonne	80		
16	OPSS 314	Granular 'A' Backfill for Driveway Culvert Replacement at Civic Address 1484 and 1472 including Compaction (98% SPDD)	tonne	650		
17	OPSS 314	Granular 'A' Backfill for Roadway Shoulder Widening (including at SBEATs) including Fine Grading and Compaction (98% SPDD)	tonne	1000		
18	OPSS 314	Granular 'A' Roadway Base for Roadway Grade Adjustments including Fine Grading and Compaction (98% SPDD)	tonne	400		
19	OPSS 902	Granular 'A' Backfill of Excavated Areas for Structure Work, including Compaction (100% SPDD)	tonne	400		
20	OPSS 421	Install new 750mm Diameter Smooth Wall (320kPa) Pipe (bell and spigot) at Civic Address Driveways 1484 and 1472 (pipe supplied and delivered to site by Counties)	m	24		
21	OPSS 421	Install new 750mm Diameter Smooth Wall (210kPa) Pipe (bell and spigot) along Northwest and Southwest Ditches (pipe supplied and delivered to site by Counties)	m	80		
22	OPSS 421	Install new 'T' Inlet (750mm to 450mm Diameter) on Ditch Culverts Near Civic Address Driveways 1484 and 1472 including Cast Iron Frame Cover (all materials supplied and delivered to site by Counties)	each	2		
23	OPSS 310	Tack Coat	m2	1200		
24	OPSS 310	HL-3 (PG 58-34) Hot Mix Asphalt on Bridge Deck and Approaches	tonne	145		
25	OPSS 310	HL-8 (PG 58-34) Hot Mix Asphalt on Approaches	tonne	175		
26	OPSS 920, 1212	20mm wide x 40mm Deep Sawcut and Seal in Asphalt (ends and edges of approach slabs)	m	70		
27	OPSS 305	Granular Sealing Along Roadway Shoulders (1.2m Wide)	m2	250		
28	721	Steel Beam Guiderail Structure Transition (4.665m long from end of parapet), OPSD 912.430	each	4		
29	721	Steel Beam Guiderail with Channel including Channel Termination, OPSD 912.130	m	31		
30	721	Steel Beam Guiderail, OPSD 912.130	m	4		
31	721	Type M20 Steel Beam Guiderail including Transition Rail, OPSD 912.185 & OPSD 912.124	m	55		

32	732	MASH Sequential Kinking Terminal (15m long) including Object Markers, OPSD 922.186	each	3		
33	721	Steel Beam Guiderail Upright Leaving End Treatment (3.81m long), OPSD 912.235	each	1		
34	OPSS 511	Supply and Install Rock Protection (minimum 450mm thick) over Geotextile on Embankments Adjacent to Wingwalls	tonne	500		
35	OPSS 511	Supply and Install R-50 Rip-Rap (minimum 300mm thick) over Geotextile on Embankments at New Ditch Culvert Outlets	tonne	15		
36	OPSS 710	Pavement Markings (traffic paint) to Match Existing (Single Solid Yellow Centreline, 10cm; Solid White Edge Lines, 10cm), Limits of Asphalt Removals / Reinstatement	ls	1		
37	OPSS 802, 804	Site Restoration, including Topsoil, Seed, and Mulch	ls	1		
38	OPSS 510, 928	Remove Existing Steel Beam Guiderail including Posts and Anchorage over Structure and Wingwalls	ls	1		
39	OPSS 510, 928	Remove Existing Asphalt and Waterproofing over Bridge Deck Full Depth (200mm Thick)	ls	1		
40	OPSS 510, 928	Remove Existing Concrete Curbs over Structure Full Depth	ls	1		
41	OPSS 510, 928	Remove Existing Concrete Deck over Structure Full Depth including End Joint Assemblies	ls	1		
42	OPSS 510, 928	Remove Upper Sections of Existing Concrete Wingwalls including Curbs	ls	1		
43	OPSS 510, 928	Remove Concrete Ballast Walls Full Depth	ls	1		
44	OPSS 510, 928	Remove Upper Sections of Concrete Cleats	ls	1		
45	OPSS 510, 928	Remove Upper Sections of Concrete Abutment Walls / Bearing Seats	ls	1		
46	OPSS 510, 928	Remove Existing Structural Steel Superstructure (beams, diaphragms, bearing assemblies, anchorage, connections, etc.)	ls	1		
47	OPSS 928	Type 'C' Partial Depth Concrete Removals, including Access - Abutment Walls and Wingwalls	m2	8		
48	OPSS 904	Concrete in Upper Sections of Abutment Walls and Cleats	ls	1		
49	OPSS 904	Concrete in Ballast Walls	ls	1		
50	OPSS 904	Concrete in Wingwalls	ls	1		
51	OPSS 904	Concrete in Bridge Deck including Semi-Integral Blockouts	m3	35		
52	OPSS 904	Concrete in Approach Slabs including 5mm Elastomer and Fibreboard	m3	26		
53	OPSS 904	Concrete in Parapet Walls	m3	11		
54	OPSS 930	Form and Pump Partial Depth Concrete Repairs, including Access - Abutment Walls and Wingwalls	m2	8		
55	OPSS 405	Supply and Install Pipe Subdrain Below Semi-Integral Deck End including Clear Stone and Geotextile	ls	1		
56	OPSS 405, 904	Supply and Install Non-Metallic Sub-Drain Outlets Through Wingwalls including Coring / Grouting of Wingwalls and Rodent Screens	ls	1		
57	OPSS 922, 1202	Supply and Install New Plain Bearings at Abutments	each	12		
58	OPSS 1202	Supply and Install New 15mm Elastomeric Bearing Strip on Top of Reconstructed Ballast Walls	ls	1		
59	OPSS 906	Fabricate, Supply and Install Structural Steel (girders, diaphragms, bearing plates, connections, shear connectors, etc.)	ls	1		
60	OPSS 929	Abrasive Blast Cleaning of Concrete Surfaces including Reinforcing Steel (partial depth repair areas, existing concrete surfaces upon which new concrete is to be placed)	m2	40		
61	OPSS 906	Supply and Install New Deck Drains including Downspouts, OPSD 3340.100	each	4		
62	OPSS 908	Single Steel Pipe Railing for Concrete Parapet Wall, including Post Supports and Anchorages	m	37		
63	OPSS 905	Galvanized Reinforcing Steel	tonne	10		
64	OPSS 905	Reinforcing Steel	tonne	5		
65	OPSS 904	Dowels into Concrete	each	600		
66	OPSS 905	Supply and Install 25mm Diameter Threaded Rod Ties between Wingwalls including Doweling into Wingwalls and Threaded Nut Couplers (Opposing Thread Directions)	each	6		
67	OPSS 721	Supply and Install Steel Beam Guiderail Embedded Connection in Parapets Walls (rail and channel components), OPSD 3419.100	each	4		
68	OPSS 914	Hot-Rubberized Asphalt Waterproofing and Protection Board on Bridge Deck and Approach Slab (OPSD 3370.100), including Deck Surface Preparation	m2	200		
69	OPSS 920	Supply in Install 'Ceramar' Foam, EVA Foam, Wabo Inverseal throughout Contract	ls	1		
						Subtotal:

Bid Questions

Contact Person for the Contract? (Name, Phone & Email Required)

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

References

Line Item	Project Description *	Owner *	Contact Information *
1			
2			
3			

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

LIST OF PROPOSED SUBCONTRACTORS (if applicable)

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Sub-Trade / Line of Work	Name of Subcontractor	Contact Information

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Certificate of Insurance as per the Tender * (mandatory)
- WSIB Clearance Certificate * (mandatory)

- Bid Bond (10%) * (mandatory)
- Agreement to Bond * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. I/We have read, reviewed and understand all terms and conditions of all forms included as part of this Bid Request and in the Corporation's Procurement Policy (ADM/019).
2. I/We understand that if my/our Bid is chosen, all requirements of the Successful Bidder as outlined in this Bid Request as well as in the Corporation's Procurement Policy (ADM/019) will be completed by the time and in the format required.
3. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Request document(s).
4. If the Bid is accepted, I/WE agree to provide the insurance and all documentation, as required and specified by the Bid Request Document(s).
5. If I/we am/are the Successful Bidder, I/we agree to provide all Supplies, Services and/or Construction as more specifically set out and in accordance with the Corporation's Bid Request document(s), including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Corporation), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
6. I/We certify that this Bid is made without any connections, knowledge and comparison of figures or arrangements with any other company, firm or person making a Bid for the same work and is in all respects fair and without collusion or fraud.
7. I/We do hereby Bid and offer to enter into a Contract to do all the work as specified in the Bid Request document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
8. If I/We withdraw this Bid before the formal Contract is executed by the Successful Bidder for the said work or sixty (60) calendar days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Corporation.
9. I/We (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Corporation.
10. I/We hereby confirm that any and all workers performing work under this contract have been properly trained under the Occupational Health and Safety Act, and that every supervisor appointed is a "competent person" as defined in the Act. Furthermore, I/We confirm that all work shall be in compliance with the Act's regulations.
11. I/We agree to perform the work in compliance with the required completion schedule stated in the Bid Request document(s), or if no schedule is stated, to attain substantial performance of the work in compliance with the required completion schedule stated in the Bid Request document(s).
12. I/We certify that I/We am/are not a party or privy to any deceit to mislead the Corporation into accepting this Bid as a truly competitive Bid whether to the prejudice, injury or benefit of the Corporation.
13. I/We, including Non-Resident Bidder, shall comply with all Federal, Provincial (Ontario) and Municipal Laws, Acts, Ordinances, Regulations and By-laws, which in any way pertain to the Services and/or Supplies outlined in the Bid Request or to the Employees of the Bidder.
14. I/We, including Non-Resident Bidder, shall charge applicable HST for Ontario.

I/WE, the undersigned, hereby agree to perform the required work at the price indicated in the Schedule of Prices and as per the requirements of this request. The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		