



**SOUTH
FRONTENAC**

PUBLIC SERVICES DEPARTMENT

REQUEST FOR TENDERS (RFT)

FOR

EAGLE CREEK BRIDGE REPLACEMENT

Public Services Contract #: PS-2025-05

Issued on: February 26, 2025

Tender Submission Deadline: 1:00 pm Local Time on April 3, 2025

Tender Submission Location: Corporation of the Township of South Frontenac
4432 George Street, PO Box 100
Sydenham, ON, K0H 2T0

Attention: Louise Fragnito,
Chief Administrative Officer

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**SOUTH
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SECTION 1 – INFORMATION TO BIDDERS

1.1 Timetable

The following is the schedule for this Tender:

Issue date of RFT:	February 26, 2025
Bidder's Deadline for Questions:	12:00 pm on March 21, 2025
Deadline for Issuing Addenda:	March 26, 2025
Tender Submission Deadline:	1:00 pm on April 3, 2025
Tender Opening:	Immediately following the Submission Deadline
Contract (Project) Award Date:	On or before May 6, 2025
Contract (Project) Completion Date:	September 30 th , 2026

The period for which Tenders are irrevocable after the Tender Submission Deadline is set out in Section 1.26 of this RFT.

The RFT timetable is tentative only and may be changed by the Township, in its sole discretion, at any time prior to the Tender Submission Deadline.

1.2 Description and Location of the Work

The general scope of work includes, but is not necessarily limited to the complete removal of an existing single span concrete rigid frame bridge structure (including removal of footings) including associated excavation and backfilling, the construction of new cast-in-place concrete footings, the design, supply and installation of new pre-cast concrete rigid frame structure, the construction of a new cast-in-place concrete distribution slab, the supply and installation of new thrie beam barrier, the design, supply and installation of new mechanically stabilized earth walls (on approaches to the structure) including associated excavation and backfilling, the supply and placement of rock protection on embankments and in front of new abutments, the installation of new steel beam guiderail and end treatments on the approaches, the placement of waterproofing and asphalt pavement over the structure, and the placement of hot mix asphalt on the approaches.

Location: The Eagle Creek Bridge is located on Bob's Lake Road approximately 2.2km north of the intersection of Buck Bay Road.

1.3 Bid Deposit

The Tender must be accompanied by a deposit, enclosed in the same envelope as the Tender. The deposit shall be a bid bond, certified cheque, bank draft or money order, made payable to “The Corporation of the Township of South Frontenac”, equal to or greater than the amount shown in the following Table:

Total Amount of Bidder’s Tender with HST	Minimum Deposit Required
\$25,000 or less	5%
\$25,000.01 to \$50,000.00	\$2,000
\$50,000.01 to \$100,000.00	\$5,000
\$100,000.01 to \$250,000.00	\$10,000
\$250,000.01 to \$500,000.00	\$25,000
\$500,000.01 to \$1,000,000.00	\$50,000
\$1,000,000.01 to \$2,000,000.00	\$100,000
\$2,000,000.01 and over	\$200,000

1.4 Release of Bid Deposit

The deposit of all Bidders, except the most feasible Bidder and second most feasible Bidder, will be returned, without interest, within ten (10) days of the Tender Opening. No Tender deposits will be returned the same day of the Tender Opening. Bidders are required to complete and submit the Bid Deposit Method of Return Form indicating their preference for the return of the deposit.

The deposit of the lowest qualifying Bidder and second lowest qualifying Bidder will be returned when the successful Bidder has returned the executed Contract Agreement and other applicable documents as requested, by the Township.

The deposit shall be forfeited if the successful Bidder fails to return to the Township, within ten (10) days of receipt of the acceptance of Tender, the executed Contract Agreement and other requested documents.

Where either of the lowest qualifying Bidder and second lowest qualifying Bidder has not been notified, within sixty (60) days after Tender Opening, that their Tenders have been accepted, an application may be made to the Township for the return of the deposit.

The Township may, at its discretion, return a deposit at an earlier time than provided herein or return a deposit on receipt of an alternative security acceptable to Township and no such action shall prejudice the validity of the Tender to which such deposit relates.

1.5 Inquiries / Clarification

It will be the Bidder's responsibility to clarify with the Township, any details in question not mentioned in the Tender documents or shown on the accompanying plans / drawings, before submitting his bid. Any such questions shall be answered by the issue of an addendum to all Tender Takers.

All questions related to the RFT should be directly emailed to the Township Public Services Department to the attention of **W. Troy Dunlop, C.E.T., Manager of Engineering and Capital Projects** at tdunlop@southfrontenac.net with the subject line "**Tender for Contract PS-2025-05 – Company Name**". Inquires must be received no later than the Bidder's Deadline for Questions, as noted in Section 1.1.

No oral explanation or interpretation shall modify any of the documents or provisions of this RFT.

1.6 Pricing

Tenders submitted must quote prices in Canadian Dollars. Invoicing and payment will also be made in Canadian Dollars.

1.7 Tenders in English

All communication, correspondence, enquiries and Tender submissions must be in English. Non-compliance will result in disqualification.

1.8 Metrification

All items are estimated in metric units, as are specifications and standards.

1.9 Regulation Compliance and Legislation

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-In-Council and By-laws, which could in any way pertain to the Work outlined in the Contract or to the Employees of the Contractor or Sub-Contractor.

1.10 Governing Law

This Tender and subsequent Contract / Agreements will be interpreted and governed by the laws of the Province of Ontario.

1.11 Ability and Experience

It is not the intent of the Township to award this Contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of Work and having sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

In order to aid the Township in determining the ability and experience of the Bidder, the Bidder shall complete and submit with their Tender the following forms, which are herein bound:

- Ability and Experience
- Bidder's Senior Supervisory Staff
- Bidder's List of Sub-Contractors/Supplier Form
- Location and Description of Plant which the Bidder Proposes to Use

In the event that the Contractor is a privately owned Company, with an internal policy to not share financial information, the Township will sign a Non-Disclosure Agreement to limit access to the statements on a need-to-know basis.

Failure, by a Bidder, to meet any of the foregoing requirements, will entitle the Township to deem the Tender non-compliant.

1.12 Tender Submission

The Township shall accept Bid submission in paper form or submitted electronically to <https://www.biddingo.com/>

Bids submitted after the Time of Closing will not be accepted. Bidders are advised to make submissions well before the Time of Closing. Bidders making submissions near the Time of Closing do so at their own risk.

The Township shall not be liable for any costs, expenses, loss or damage resulting from any technical difficulty with Biddingo, including, without limitation, computer system failures of either the Bidder or the Township's bidding system service provider, a power failure, delays caused by internet/network traffic and/or failure of any computer system element.

All Tenders submitted in paper form, upon the documents provided, duly completed and signed (where applicable), placed in a **sealed envelope, clearly marked using the Request for Tender (RFT) Submission Package Label or Description** (bound herein).

Tender submissions that are paper form must be received by the Corporation of the Township of South Frontenac, 4432 George Street, PO Box 100, Sydenham, ON, K0H 2T0 on or before the Tender Submission Deadline.

All Tenders submitted in paper form or electronically to Biddingo must include:

- Bid Deposit
- Agreement to Bond
- Tender Form
- Schedule of Items and Prices
- Occupational Health and Safety Declaration
- Ability & Experience Form
- Bidder's Senior Supervisory Staff Form
- Bidder's List of Sub-Contractors/Supplier Form
- Location and Description of Plant, which the Bidder Proposes to Use Form
- Bid Deposit Method of Return Form

The Township is not responsible for submissions which are not properly marked and / or delivered to any other location, than that specified herein. Tenders received by any other method will be rejected.

The Tender Form must be signed and witnessed, in the space(s) provided on the Form, with the signature of the Bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders, and if the signing is vested in one individual, he shall sign, separately, on behalf of each Bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

The Tender must be legible, written in a permanent ink and all items within a schedule must be bid, with the unit price for every item and other entries clearly shown.

The Bid must not be restricted by a statement added to the Tender Form, or a covering letter, or alterations to the Forms provided by the Township.

Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization bidding.

1.13 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990, CM.56, as amended. This information will be an integral component of the Tender submission.

All written Tenders received by the Township become a public record, once a Tender is accepted by the Township all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990, CM.56, as amended, should be directed to:

Clerk, Township of South Frontenac
4432 George Street, PO Box 100,
Sydenham, ON, K0H 2T0
Ph: (613) 376-3027 x 2222

The Clerk has been designated by The Corporation of the Township of South Frontenac Council to carry out the responsibilities of the *Act*.

1.14 Retrieval of Official Document and Addenda

Only documents obtained from the Township directly or through Biddingo are to be considered the "official" documents. The Township accepts no responsibility for the accuracy of information found on other websites. The onus is on the Bidder to check this site to verify they have received all relevant information.

It is preferred that Bidders obtain Request for Tender (RFT) documents through Biddingo. Subject to the information below, this RFT is available through Biddingo, an electronic tendering system, used by the Township. For complete details about Biddingo, please visit <https://www.biddingo.com/>

The Township may provide documents directly to a Contractor, upon request. The Contractor will however hold the sole responsibility to seek confirmation of any addendums that may have been issued up and to the deadline specified in this contract. Addendums will only be posted to Biddingo otherwise.

1.15 All New Information to Bidders by way of Addenda on Biddingo

This RFT may only be amended by an addendum, in accordance with this subsection. Such addenda may contain important information including significant changes to this RFT. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addenda, by way of posting the addendum to Biddingo. Each addendum shall form an integral part of this RFT.

Although Biddingo will attempt to email registered Bidders, through the Biddingo system, to notify them when addenda are posted, the Township does not guarantee that emails will be sent to all Bidders or received by all Bidders. It is the Bidder's sole responsibility to check often to inform themselves of any posted addenda.

1.16 Withdraw or Substitution Submission

A Bidder who has submitted a Tender may submit a further Tender at any time up to the Tender Submission Deadline. See Section 1.17 below for details regarding two (2) bids submitted by same Bidder.

A Bidder may withdraw their Tender at any time up to the Tender Submission Deadline by submitting a letter bearing the Bidder's signature, to an authorized representative of the Township, who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter.

Telegrams, facsimiles, emails, texts or telephone calls will not be accepted. Tenders withdrawn under this procedure cannot be reinstated.

1.17 Two Bids Submitted by Same Bidder

If two (2) bids for the same Tender are received in the same envelope and are properly executed and prices differ, the lower price Tender shall be considered the intended bid.

1.18 Documents to be received after Award

Within ten (10) calendar days of Notification of Award, in writing, the successful Bidder will execute the Contract Agreement and furnish the following documents:

- Contract Agreement
- Certificates / Proof of Insurance
- WSIB Certificate of Clearance
- Surety Bonds
- Contractor's Project Manager's Name and Contact Information

Failure by the successful Bidder to meet the above requirements, will entitle the Township to cancel the award of the Contract and to retain the Bid deposit as compensation for damages sustained due to the successful Bidder's default. The Township may then award the Contract to one of the other Bidders or to take such other action as he chooses.

1.19 Tender Opening

Bidders are advised that the public opening for this Tender will be required to meet any, and all Covid-19 protocols in-place at the time of opening.

Bids received, by the Tender Submission Deadline, will be opened at the Corporation of the Township of South Frontenac at 4432 George Street, Sydenham, ON, K0H 2T0, as soon after the Tender Submission Deadline as feasible.

1.20 Release of Tender Results

“Unconfirmed Tender Results” will be posted on the Township’s Website (www.southfrontenac.net) within 24 hours after the Tender Opening.

1.21 Tender Procedures

Tenders will be called, received, evaluated, accepted and processed in accordance with The Corporation of the Township of South Frontenac’s Procurement By-Law No. 2011-76, which is available on the Township’s Website (www.southfrontenac.net).

1.22 Evaluation and Bid Acceptance

The Bidder acknowledges that Request for Tenders will be evaluated on the following basis:

- (a) The Township of South Frontenac shall have the right to reject any or all Request for Tenders for any reason, or to accept any Tender, which the Township in its sole unfettered discretion deems most advantageous to itself. The lowest or any Tenders will not necessarily be accepted and the Township of South Frontenac shall have the unfettered right to:
 - i. accept a Request for Tender which is not the lowest Request for Tender; and
 - ii. reject a Request for Tender that is the lowest bid even if it is the only Request for Tender received.

- (b) The Township of South Frontenac reserves the right to consider during the evaluation of Requests for Tenders all or some of the following criteria in assessing a Request for Tender, none of which shall be binding on the Township:
 - i. information provided in the Request for Tender document itself, including but not limited to, information relating to the Bidder’s understanding of the project, quality of submission, cost savings, process improvements for the Township, project schedule and cost;
 - ii. past performance in the provision of services to the Township or local Municipalities within the Township;

- iii. information received in response to enquiries made by the Township of third parties apart from those disclosed in the Request for Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
 - iv. the manner in which the Bidder provides services to others;
 - v. the experience and qualification of the Bidder's senior management and project management;
 - vi. the compliance of the Bidder with the Township's requirements and specifications;
 - vii. innovative approaches proposed by the Bidder in the Request for Tender; and,
 - vii. South Frontenac's policies relating to Tendering and issuing Contracts to Third Parties.
- (c) The Township of South Frontenac may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a bid, the Bidder acknowledges the Township's rights under this Section and absolutely waives any right, or cause of action against the Township and its consultants, by reason of the Township's failure to accept the bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
- (d) The Bidder acknowledges and agrees that the Township will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Bidder as a result, or arising out of submitting a Request for Tender for the proposed Contract or due to the Township's acceptance or non-acceptance of their Request for Tender.
- (e) Requests for Tenders which are incomplete, conditional or obscure, or which contract additions not called for, alterations, or irregularities of any kind, may be rejected as informal.
- (f) Each item in the Request for Tender shall be a reasonable price for such item. Under no circumstances will an unbalanced Request for Tender be considered. The Township will be the sole judge of such matters and should any Request for Tender be considered to be unbalanced, then it will be rejected by the Township.
- (g) The lump sum price or prices quoted in the Request for Tender shall include the furnishing of all materials, supplies and equipment and providing of all labour, construction tools and equipment, utility and transportation services necessary to perform and complete all the Work required under the Contract, including all miscellaneous Work, whether specifically included in the Contract Documents or not.
- (h) The acceptance of any Submission is subject to appropriate funding acceptable to the Council of the Township of South Frontenac.

- (i) The placing in the mail or delivery of a notice of award to the Bidder address, given in the Submission, shall constitute notice of acceptance of the Contract.
- (j) The Township of South Frontenac reserves the right to reject the Request for Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the Work in the specified time.

1.23 Discrepancies in Schedule of Unit Prices

Wherever the total amount bid for an item does not agree with the extension of the tender quantity and the unit price, the unit price shall govern and the total amount bid shall be corrected accordingly.

The Township will correct mathematical discrepancies by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

1.24 Local Municipal Work Included in Tender

If this Contract Document includes Schedule(s) of Work for another Partnering County or Municipality, the Township of South Frontenac hereby advises that the Township will circulate the following documentation, relating to this RFT, to the applicable County or Municipality, following the opening of the bids:

- Document Takers List
- Bid Summary (as opened)
- Bid Summary Spreadsheet (confirming calculations)
- Tender Submission of the Bidder the Township of South Frontenac is recommending award to

South Frontenac will evaluate, award, administer, supervise and make payments for the Schedule(s) of Work associated with the Township of South Frontenac only.

Other Partnering County or Municipal Councils and Staff will be responsible for:

- Ensuring the Tender Submission meets their Procurement By-Law and practices
- Evaluation, award, administration, supervision and making payments for the Schedule(s) of Work associated with their own Municipal Work

By submitting a Tender, the Bidder is acknowledging and accepting the requirement that they may be required to enter into Agreement(s) and provide various items to another Partnering County or Municipality directly, including but not limited to:

- Contract Agreement
- Bonding
- Insurance, including naming the local Municipality as an Additional Insured
- Schedule of Work
- Personnel and Emergency Contact Lists

All items included in this Contract Document shall form part of the local Municipal Contract Agreement.

1.25 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Township.

1.26 Period for which Tenders are Irrevocable

The Bidder acknowledges that the submission of a Request of Tender constitutes an irrevocable offer to provide the goods and / or services described herein for a period of sixty (60) calendar days from the Tender Submission Deadline.

1.27 Bidder Not to Communicate With Media

A Bidder may not, at any time directly or indirectly, communicate with the media in relation to this RFT or any Agreement awarded pursuant to this RFT without first obtaining the written permission of the Township's Contract Administrator.



**SOUTH
FRONTENAC**

SECTION 2 – FORM OF TENDER

For the Provision of: Eagle Creek Bridge Replacement

Public Services Contract #: PS-2025-05

As Supplied by:

Name of Firm or Individual

Address, Town, Province and Postal Code

Phone, Fax and Email

Name of Person Signing for Firm and

Position of Person Signing for Firm

Tenderer's H.S.T. Registration #

Hereinafter called the Bidder

To: The Corporation of the Township of South Frontenac
4432 George Street, PO Box 100
Sydenham, Ontario, K0H 2T0

Hereinafter called the Township

The Bidder:

DECLARES that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken;

FURTHER DECLARES that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud;

FURTHER DECLARES that no member of Township Council or any officer or employee of the Township is, or will become, interested, directly or indirectly, as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom, unless he first declares an interest in this Corporation, prior to the opening of the Tenders;

FURTHER DECLARES that I have carefully examined the locality and site of the proposed Works;

FURTHER DECLARES that by signing this submission, I confirm I have read and understood the requirements of this Tender Document;

FURTHER DECLARES that I **Acknowledge Receipt of Addenda** as follows and that the pricing quoted includes the provision set out in such addenda:

Addendum #:	Date Received:
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received.

FURTHER DECLARES that the Work specified in this Contract will be performed in strict accordance with the terms contained herein for the prices quoted herein; and

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

Lowest or any Tender not necessarily accepted.

Signed at the _____ of _____, in the County

of _____, this _____ day of _____, 2025.

Signature of Authorized
Person Signing for Firm

Witness

(Company Seal)

SCHEDULE OF ITEMS AND PRICES

All unit costs to exclude HST. Unit Prices must be rounded to two (2) decimal places.

PS-2025-05 Eagle Creek Bridge Replacement

Item No.	OPSS, OPSD, SP	Description	Unit	Est. Qty.	Unit Price (\$)	Total (\$)
GENERAL						
1	491 SP-01	Site Work including Mobilization and Demobilization	LS	1		
2	706 SP-02	Traffic Control Management and Signing including Detour Route Signage	LS	1		
3	182 517 805 SP-03	Environmental Protection, Erosion and Sediment Control	LS	1		
4	182 517 805 SP-04	Temporary Creek Bypass and Dewatering, including Cofferdam Design and Construction	LS	1		
5		Quality Control Testing	LS	1		
ROADWAY						
6	510	Remove Asphalt Full Depth on Approaches (60mm thick)	m2	385		
7	510	Sawcut Asphalt Full Depth at Removal Limits including Preparation of Asphalt Joint Transitions	m	15		
8	OPSS 180, 510 902 SP-05	Earth Excavation, Grading, Including All Removals (throughout Contract)	LS	1		
9	202	Rock Excavation including all Removals (PROVISIONAL)	m3	10		
10	314 501 1010	Granular 'A' Bedding Below Footing including Compaction	tonne	40		
11	314 501 1010	Granular 'B' Type II Backfill including Compaction	tonne	2000		
12	314 501 1010	Granular 'B' Type II, Sub-Base including Compaction	tonne	200		

13	314 501 1010	Granular 'A' Roadway Base and Shoulder including Fine Grading and Compaction	tonne	200		
14	310	HL-3 (PG 58-34) Hot Mix Asphalt on the Bridge Deck and Approaches	tonne	95		
15	310	Tack Coat on Bridge Deck, Between Asphalt Lifts and at Asphalt Joints	m2	80		
16	920	Saw-Cut Asphalt (20mm x 40mm) at Ends of Structure (full width of roadway) and Seal with Hot-Rubberized Asphalt Sealant (MTO DSM List # 3.05.40)	m	14		
17	721	Thrie Beam to Type M20 Steel Beam Transition (1.905m, OPSD 912.630)	ea	4		
18	721	Type M20 Steel Beam Guiderail (OPSD 912.186) including M Transition Rail (OPSD 912.124)	m	38		
19	732	SBEAT MASH Terminal System (15m) including Object Markers	each	3		
20	721 732	Private Entrance Treatment (OPSD 912.531), including Radius Sections (D=70, R=3.19m) and 2858mm Long Leaving End Treatment (OPSD 912.255)	each	1		
21	710	Pavement Markings (single solid 10cm yellow centerline) within Limits of Asphalt Removals / Reinstatement	LS	1		
22	511 1004	300mm Thick R-10 Rip-Rap Over Geotextile on Embankments	m2	20		
23	511 1004	300mm Thick R-50 Rip-Rap Over Geotextile on Embankments	m2	50		
24	1005	300mm Thick WB-100 Material (Riverstone) Rock Protection along New Abutments	m2	5		
25	802 804	Site Restoration (including Topsoil, Seed, and Mulch)	LS	1		
STRUCTURAL						
26	510	Remove Asphalt and Waterproofing on Bridge Deck	m2	40		
27	510	Remove Existing Structure (including railings, deck, retaining walls, abutment walls, footings etc.)	LS	1		
28	909	Design, Transport, Supply and Install New 6,000mm (Clear Span) x 1,900mm (Leg Height) Pre-cast Concrete Rigid Frame (7,170mm Long)	LS	1		
29	904	Concrete in Footing	m3	35		
30	904	Concrete in Distribution Slab over Structure including Edge Dams	m3	10		

31	905	Galvanized Reinforcing Steel	tonne	1.3		
32	905	Reinforcing Steel	tonne	2.6		
33	940	Design, Supply and Install New Galvanized Welded Wire Mechanically Stabilized Earth (MSE) Retaining Walls, including Geotextile and Rock Fill Facings	LS	1		
34	908	Supply and Install Thrie-Beam Railing Over Structure including Anchorage Assemblies	m	15		
35	914	Hot Rubberized Asphalt Waterproofing and Protection Board on Bridge Deck including Abrasive Blast Cleaning	m2	40		
Sub-total						
HST						
Total Tender Price Schedule ---->						

I / We do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work herein described, in strict accordance with the plans/drawings, specifications and special provisions and to accept in full payment, therefore, the sums calculated, in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the Tender.

Name of Firm or Individual: _____

Signed at the _____ of _____, in

the County of _____, this _____ day of _____, 2025.

Signature of Authorized
Person Signing for Firm

Witness

(Company Seal)

OCCUPATIONAL HEALTH AND SAFETY DECLARATION FORM

Will you employ workers for this Contract? No Yes

If yes, what is your WSIB Firm Number? _____

In submitting this Tender / Quotation, I/We, on behalf of _____
(legal name of company)

certify the following:

(a)* I / We have a Health and Safety Policy and will maintain a program to implement such Policy as required by Clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

I / We will provide a copy of our Health and Safety Policy within ten (10) days, upon request. ***The requirements in (a) does not apply to employers with five (5) or less employees.**

(b) With respect to the services being offered in this Tender / Quotation, I / we and our proposed subcontractors, acknowledge the responsibility to, and shall:

(i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;

(ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers;

(iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness; and

(iv) ensure all work is carried out in accordance with the Occupational Health and Safety legislation.

I / We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under OHSA.

Dated at _____ this _____ day of _____, 2025.

Signature (An authorized signing officer for the Bidder)

Print Full Name and Title of Person Signing

ABILITY AND EXPERIENCE FORM

Check here if Bidder has performed similar Work for the Township, during the past three (3) years. If you have checked this box, then the below information is not required.

Bidder's Experience in Similar Work:

Year Completed	Description of Contract	For Whom Work was Performed (Reference Name & Phone Number)	Value of Work

Bidder's Signature

Date

BIDDER'S SENIOR SUPERVISORY STAFF FORM

Check here if Bidder has performed similar Work for the Township, during the past three (3) years. If you have checked this box, then the below information is not required.

Bidder's Senior Supervisory Staff:

Name	Position	Qualifications and Experience

Bidder's Signature

Date

BIDDER'S LIST OF SUB-CONTRACTORS/SUPPLIER FORM

Bidder's List of Sub-Contractors/Supplier to be employed on this Contract:

Sub-Trade	Name of Proposed Sub-Contractor/Supplier	Value of Work

Bidder's Signature

Date

**LOCATION AND DESCRIPTION OF PLANT
WHICH THE BIDDER PROPOSES TO USE FORM**

Check here if Bidder has performed similar Work for the Township, during the past three (3) years. If you have checked this box, then the below information is not required.

The Bidder shall list the plant, machinery and equipment he / she proposes to use on the work.

PLANT / MACHINERY / EQUIPMENT UNDER BIDDER'S CONTROL:

PLANT / MACHINERY / EQUIPMENT TO BE RENTED:

PLANT/ MACHINERY / EQUIPMENT TO BE PURCHASED:

Bidder's Signature

Date

BID DEPOSIT METHOD OF RETURN FORM

Please complete this Form indicating your preference for returning your bid deposit:

- Bidder will **pick up** bid deposit. A Township Staff Member will notify the Company when the bid deposit is available for pick up.

If you are selecting this option, if possible, please provide the name of the Bidder's Representative who will pick up the bid deposit.

Name: _____

- Send bid deposit by **Purolator Courier**.
Note: Purolator Courier charges will be the responsibility of the Bidder.

My Purolator Account # is: _____

- Send bid deposit by **Regular Mail**.

- Bid Bond submitted. Bid Bonds will **NOT** be returned, unless requested by the Bidder.

Bidder's Signature

Date

REQUEST FOR TENDER SUBMISSION PACKAGE LABEL

To help identify your Tender Document, please **cut out the Label below and affix this Label to the outside of your Tender Submission Envelope:**

Received By: Corporation of the Township of South Frontenac 4432 George Street, PO Box 100 Sydenham, ON, K0H 2T0
Public Services Department Contract #: PS-2025-05
Contractor Name:
Your Company's Name and Full Address:



SECTION 3 - FORM OF AGREEMENT

For the Provision of: Eagle Creek Bridge Replacement

Public Services Contract #: PS-2025-05

As Supplied by:

Name of Firm or Individual

Address, Town, Province and Postal Code

Phone, Fax and Email

Name of Person Signing for Firm and
Position of Person Signing for Firm

Hereinafter called the Contractor

To: The Corporation of the Township of South Frontenac
4432 George Street, PO Box 100
Sydenham, Ontario, K0H 2T0

Hereinafter called the Owner

THIS AGREEMENT made in duplicate this _____ day of _____, 2025

BETWEEN: _____

Of the

(Municipality/County)

And Province of Ontario

Hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-And -

THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Owner"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Owner, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such works in strict accordance with the Specifications and Tender therefore, all of which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

SCHEDULE OF TENDER DATA

The Work Specified in the Contract shall be performed in strict accordance with the following Schedule:

INFORMATION TO BIDDERS	Pages 1 - 11
TENDER FORM	Pages 1 - 14
GENERAL CONDITIONS OF CONTRACT	Pages 1 of 1
SPECIAL PROVISIONS – GENERAL	Pages 1 - 26
SPECIAL PROVISIONS – ITEMS	Pages 1 – 14
SCHEDULE A – CONTRACT DRAWINGS	Pages 1 – 8

The Contractor, by this Tender, agrees to complete the work of this Contract in its entirety on, or before **September 30th, 2026**.

IN CONSIDERATION WHEREOF said party agrees to pay to the Contractor for all work done, the amounts stipulated in the Tendered prices based on the actual work completed.

This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Contractor and on the heirs and successors of the Owner.

*** It shall be the Contractor's responsibility to obtain those editions, current at the date of tendering, of the Ontario Provincial Standard Specifications listed with the tender items.**

IN WITNESS WHEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the date first above written.

SIGNED and Sealed by the Contractor

(in the presence of)

Contractor (Print Name)

Witness (Print Name)

Contractor (Signature)

Witness (Signature)

SIGNED and Sealed by the Owner

(In the presence of)

**Ron Vandewal
Mayor**

**James Thompson
Clerk**



CONTRACT NO. PS-2025-05

EAGLE CREEK BRIDGE REPLACEMENT

SECTION 4 - GENERAL CONDITIONS OF CONTRACT

OPSS General Conditions of Contract – MUNI (November 2019)

The OPSS.MUNI (Nov. 2019) General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor's responsibility to obtain those editions, current at the date of tendering, of the Ontario Provincial Standard Specifications listed with the tender items and the current editions of OPSS.PROV 127.



CONTRACT NO. PS-2025-05

EAGLE CREEK BRIDGE REPLACEMENT

SECTION 5 – SPECIAL PROVISIONS - GENERAL

INDEX

SPECIAL PROVISIONS – GENERAL

Contract No. PS-2025-05

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SPECIAL PROVISIONS – GENERAL

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1. LOCATION

The Eagle Creek Bridge is located on Bob's Lake Road approximately 2.2km north of the intersection of Buck Bay Road.

2. TENDERERS TO INVESTIGATE

Tenderers must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Tenderer shall carefully examine all available information so that the unit prices tendered are commensurate with the nature of the work.

It shall be the Tenderer's responsibility to thoroughly inspect the site of the proposed works, determine the location of any buried or obstructing services and make satisfactory arrangements for interference with such service with the proper jurisdictional agency.

3. DEFINITIONS

Section GC 1.04 of the General Conditions is amended as follows:

- 1) GC1.04 shall be amended by the addition of the following:

Wherever the words "Township" or "Corporation" or "Owner" or "Township of South Frontenac" appears in this Contract, it may be interpreted as meaning the "The Corporation of the Township of South Frontenac".

Wherever the word "Engineer" or "Contract Administrator" or "Director" or "Director of Public Services" appears in this Contract, it shall be interpreted as meaning any officers as may be authorized by The Corporation of the Township of South Frontenac Council to act in any particular capacity.

- 2) GC1.04 "Contract documents" is amended with the addition of the following:

Standard Specifications shall include: Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD).

The text of all OPSS's and OPSD's are contained in the Manual Ontario Provincial Standards for Roads and Municipal Service: Volume 1 Specifications, Volume 2 Materials and Volume 3 Drawings.

3) GC 1.04 shall be amended to add a definition of “Provisional Item” as follows:

Provisional Item: Provisional items are identified works which may or may not be required in the performance of the Contract. Work under, and payment for, a provisional item shall be at the direction of the Engineer. Quantities associated with provisional items as indicated on the bid form are estimates only and are subject to change at the sole discretion of the Engineer. Provisional items and associated quantities are not subject to GC.8.01.02. Should the Contractor be directed to perform works identified for payment as “Provisional Items”, an application under GC.3.06 for an extension of Contract time may be submitted.

4. UTILITIES

Sections GC2.01 and GC7.01.09 of the General Conditions are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.

The Owner will be responsible for the relocation of utilities where required. However, no claims shall be considered which are based on delays or inconveniences resulting from the relocations or work not being completed before the start of the Contract. It is the Contractor’s responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor must be aware that extra utilities may affect the construction and shall be cautious of potential impacts caused by utility companies such as, but not limited to, Hydro One Transmission corridors and Trans-North Pipeline corridors.

5. EMERGENCY SITUATIONS

Section GC 3.04 of the General Conditions is amended by the addition of the following:

The Contractor shall be responsible for maintenance and emergency situations at all times throughout the Contract. The name, address and telephone number of a responsible official of the contracting firm shall be given to the Township. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the Township, in case of emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever. Should the Contractor be unable to carry out immediate remedial measures required, the Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

6. EXTENSION OF CONTRACT TIME

Section GC 3.06 of the General Conditions is amended by the addition of the following:

Time shall be of the essence of this Contract.

The anticipated start date and completion date of the Contract is shown in Section 1.1 of the Contract documents.

An earlier starting date may be allowed, but only by written permission from the Township.

If the completion date is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week, on a single daylight shift basis, it is expected that additional and / or augmented daylight shifts will be required, throughout the life of the Contract, to the extent deemed necessary by the Contractor to insure that the Work will be completed within the limit specified. No additional compensation will be allowed therefore.

Any extension of time that may be granted to the Contractor shall be so granted and accepted, without prejudice, to any rights of the Township, whatsoever, under this Contract and all such rights shall continue in full force and effect, after the time limited in this Contract, for the completion of the Work and whenever in this Contract power or authority is given to the Township or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the Work or Contract, or any portion thereof, such contingencies, before the time limited in this Contract, for the completion of the Work, but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the Work under an extension of time granted by the Township.

In the event of the Township granting an extension of time, time shall continue to be deemed of the essence for this Contract.

All Bonds or other Surety furnished to the Township by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extensions of time granted, and the Contractor shall furnish the Township with evidence of such amendment of the Bonds or other Surety.

7. DELAYS

Section GC 3.07 of the General Conditions is amended by the addition of the following:

The Contractor is hereby specifically notified that any loss or damage to the Work caused by the action of the elements, including severe rain storms, wind storms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at his own expense. All material and additional Work required, to make good any loss or damage to Work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

8. ASSIGNMENT OF CONTRACT

Section GC 3.08 of the General Conditions is amended by the addition of the following:

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Contractor, and under no circumstances will the Township be responsible for these costs.

9. USE OF SUBCONTRACTORS

Sub-section GC3.09 of the General Conditions of Contract, is amended by the addition of the following:

The Tenderer shall give in the Form of Tender the name and address of each proposed subcontractor used in making up his Tender stating the portion of work allocated to each. Any changes in subcontractors require the approval of the Contract Administrator. The Township has the right to reject any of the Sub-Contractors so named. In this event the Contractor shall arrange to have the proposed work done by such other Sub-Contractor as may be approved by the Township.

Should the Contractor cease operation, under no circumstances shall Sub-Contractors be allowed to continue the work on the site unless an authorized representative of the Contractor (who is competent and authorized to make critical decisions) is present on the site at all times. The Contractor shall notify the Owner, in writing, of the names and positions of the person or persons so representing the Contractor.

10. USE AND OCCUPANCY OF THE WORK PRIOR TO SUBSTANTIAL PERFORMANCE

Section GC 3.12 of the General Conditions is amended by the addition of the following:

The Owner hereby provides notice to the Contractor that the Township will use the Work or any part thereof throughout the duration of the Contract prior to Substantial Performance and no further written notice will be provided.

11. PROPERTY OWNER’S RELEASE OF PRIVATELY OWNED LAND USED BY CONTRACTOR

Upon completion of the Contract, the Contractor shall provide the Owner with two (2) copies of a form of release signed by each property owner, upon whose land he/she has entered for any purpose in conjunction with the Contract, as follows:

Date: _____

Mr. Kyle Bolton
Director of Public Services
2490 Keeley Road, Box 100
Sydenham, ON
K0H 2T0

RE: Contract No. PS-2025-XX

Dear Sir:

I hereby certify that _____ insert name of contractor has fulfilled the terms of our agreement and have left my property in a satisfactory condition. I have accepted their final

payment and release _____ insert name of contractor and the Township of South Frontenac from further obligations.

Yours truly,

Signature of registered landowner

Property Owner Information – Please Print	
Name	
Address/Phone	
Lot/Concession	
Municipality	

Final payment will not be released to the Contractor until all the applicable forms of release have been signed by the property owners and received by the Owner.

12. PROTECTION OF WORK, PERSONS AND PROPERTY

Section GC 6.01 of the General Conditions is amended by the addition of the following:

The failure of the Township to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

13. CONTRACTORS INSURANCE

Section GC 6.03 of the General Conditions is amended as follows:

GC6.03 – Contractor’s Insurance is amended as follows:

Clarification: When naming of an **additional insured** is required throughout GC6.03 the following shall be named: “The Corporation of the Township of South Frontenac” and if applicable, the retained Consultant representing the Township on this Contract shall be named additional insured.

GC 6.03.01 General is amended as follows:

.01 Without restricting the generality of subsection GC6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses:

- GC 6.03.02 – Commercial General Liability Insurance
- GC 6.03.03 – Automobile Liability Insurance
- GC 6.03.06 – Contractor’s Equipment Insurance.

The remainder of GC 6.03.01 shall remain as per the OPSS.MUNI 100.

GC6.03.02.01 Commercial General Liability Insurance is amended as follows:

- .01 Commercial General liability insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than \$25,000. The form of this insurance shall be the Insurance Bureau of Canada Form IBC 2100 or better.

The remainder of GC 6.03.02 shall remain as per the OPSS.MUNI 100.

14. BONDING

Section GC 6.04 of the General Conditions is amended by the addition of the following:

Bidders must include an Agreement to Bond completed by their Bonding Company, and it must be submitted with their Tender, in order to validate their bid.

A Performance Bond for fifty percent (50%) of the Tender, including Harmonized Sales Tax (HST), must be furnished by the Contractor, within ten (10) calendar days of Notification of Award, in writing, of the Contract.

A Labour and Materials Bond for fifty percent (50%) of the Tender, including Harmonized Sales Tax (HST), must be furnished by the Contractor, within ten (10) calendar days of Notification of Award, in writing, of the Contract.

15. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

Section GC 7.01.04.02 of the General Conditions is amended by the addition of the following:

The Township is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Contractor's agents and others on our premises.

Accordingly, all Bidders shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards, consistent with applicable legislation, and with the Township's health and safety policies and requirements. The Township's Health and Safety Contractor Program.
- (b) Complete and submit, with their bid, the Occupational Health and Safety Statutory Declaration (bound herein).

- (c) The successful Bidder shall provide a copy of their Company's Health and Safety Policy, which is current within 24 months, upon request.

The Contractor assumes full responsibility for conforming to all legislation regarding the safety of his employees and the public on this Contract and all notices required to comply with the legislation. **The Contractor will be deemed to be the "Constructor" for the duration of this Contract.**

16. CONTRACTORS AUTHORIZED REPRESENTATIVE

Authorized representative as referenced in GC7.01.05 is defined as an employee of the Contractor and is further detailed as follows.

The Contractor's Representative shall provide all workers with the proper facilities i.e. portable washroom facilities as per the Health and Safety Memorandum Agreement. The Contractor's Representative shall work in a professional manner showing due respect to the Owner, Contract Administrator, Property Owners affected by the Contract and the General Public.

The Contractor's Representative shall have the knowledge and ability to follow all conditions of the Contract.

The Contractor's Representative shall have the ability to provide direction and guidance to all of the Contractor's employees which fall under his/her Supervision.

Be advised that all conditions of GC7.01.05 and the above will be enforced at the discretion of the Owner or Contract Administrator.

17. SCHEDULE

Section GC 7.01.07 of the General Conditions is amended by the addition of the following:

The Contractor shall prepare a Contractor's Schedule of Work, in a form satisfactory to the Owner. The Contractor's Schedule of Work will be submitted to the Contract Administrator, a minimum of ten (10) calendar days prior to the commencement of the Contract.

18. COORDINATION MEETINGS

The Contractor shall attend such meetings with the Owner/Contract Administrator as may be required by the Owner/Contract Administrator to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within 15 days of notification of acceptance of the Tender by the Owner.

19. LAYOUT

All layout shall be completed in accordance with Section GC7.0.2 of the General Conditions.

20. HOURS OF WORK

The Contractor's operations under this Contract will be restricted to the local Municipality's Hours of Work By-Law. No work will be permitted on weekends or statutory holidays without written authorization from the Owner.

21. DUST CONTROL

Section GC 7.03 of the General Conditions is amended by the addition of the following:

The Contractor shall take such steps as may be required to prevent dust nuisance wherever it would affect traffic or cause damage or discomfort to residents of the area in which his Work is being carried out. The Contractor will supply and apply calcium chloride, when it is deemed necessary by the Township, within the limits of the Contract.

Where the Work requires sawing of asphalt or sawing or grinding of concrete, blades or grinders of the wet type shall be used, together with sufficient quantities of water, to prevent the incidence of dust.

The Contractor shall maintain the Working Area in a tidy and safe condition outside of working hours (i.e. on weekends, holidays, and days of inclement weather).

22. MAINTAINING ROADWAYS AND DETOURS

Section GC 7.06 of the General Conditions is amended by the addition of the following:

When, in accordance with GC 7.06, it is the Contractor's responsibility to maintain a road throughout the Work, the Contractor shall supply, at his expense, all labour, equipment and material to maintain the road in a condition deemed satisfactory by the Township.

Any detours which the Contractor deems necessary that are not called for in this Contract will be the Contractor's responsibility to construct, maintain and remove such detours, at his expense. Location of such detours shall be approved by the Township before constructed and final trim shall be to the satisfaction of the Township. The Contractor shall submit to the Township a Traffic Control Plan for review and approval ten (10) days prior to construction.

The Contractor must maintain both through and local traffic at all times. The Contractor shall generally be required to maintain two (2) lanes of traffic. Where two (2) lanes of traffic may not practically be maintained, the Contractor shall be permitted to maintain one (1) lane of traffic, provided that traffic is controlled at each location by a minimum of two (2) appropriately trained and appropriately attired flag persons with working 2-way radios, to the satisfaction of the Township. In the event that traffic control is not working to control the traffic safely with traffic control people, the Township may order the Contractor to supply a pilot vehicle, with the traffic control people, at no extra cost to the Township. In any event, two (2) lanes of traffic shall be restored at the cease of daily operations.

Working Hours – Within the Contract limits, the road shall be open to two-way traffic from one half hour before sunset to one half hour after sunrise.

Contractor's Supply of Construction Signs – In accordance with the Contract Documents, the Contractor is responsible for the supply, erection, maintenance and the subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the Work. Additional maintenance shall include a minimum of two inspections per day of all signs, delineators, barricades, lanterns and flashing lights. These inspections shall occur at least once in the morning and once in the evening.

Traffic controls shall be provided in accordance with the latest edition of the MTO Publication *Book 7 - Ontario Traffic Manual Temporary Conditions Field Edition*. Traffic controls shall be operational before Work affecting traffic begins. In addition to the installation of the signs, the Contractor will patrol, twice daily, once in the a.m. and once in the p.m. and record time, person patrolling, signs missing, signs replaced and changes made to the signs.

Accessibility Customer Service – The Township of South Frontenac is committed to providing customer service that respects and promotes the dignity and independence of people with disabilities. Contractors shall ensure that their operations conform with the Township’s Accessibility - Customer Service Standards Policy.

The Contractor shall ensure that their Staff has been trained, in accordance with the requirements of the *Accessibility for Ontarians with Disabilities Act*. The Contractor is responsible to inform the Township of any planned or unexpected activity which impacts Township facilities or services that are used by people with disabilities i.e. sidewalks on road closures. Every effort will be made to provide the public with advance notice of such disruptions.

23. LIMITATIONS OF OPERATIONS

Section GC 7.14 of the General Conditions is amended by the addition of the following:

Where the Contractor works with the Township’s approval on **Saturday, Sunday or Statutory Holiday**, the Contractor shall pay to the Township any costs incurred by the Township for providing the Supervisory Staff deemed necessary by the Township.

24. WARRANTY

Section GC 7.16.02 of the General Conditions is amended as follows:

The Contractor shall make good in a permanent manner, satisfactory to the Owner, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance, of which shall be a period of two (2) years upon the date of obtaining substantial completion. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Owner.

The Township reserves the right to conduct clean-up work at the Contractor’s expense if and only when clean-up work requested in writing by the Contract Administrator is not performed or commenced 72 hours after the request has been issued. A deduction will be made from the amounts due as per payment certificate.

25. PAYMENT

Section GC 8.02 of the General Conditions is amended by the addition of the following:

Except as herein provided, payments under this Contract will be made in accordance with GC 8.02.

The Township agrees to pay the Contractor, in lawful money of Canada, for the performance of the Work of each item, subject to additions and deductions as provided in the General Conditions of the Contract, at the unit prices set out in the Schedule of Items and Prices, as described in the Tender Form.

Compensation for Work performed or materials received, which were not specified in the Contract, will only be made if the Contractor has obtained written approval, prior to the commencement of the said Works, from the Township by means of a Contract Change Order.

Cut-off will occur on the last day of each calendar month, unless otherwise agreed upon in writing by the Contractor and the Township. The Contractor shall prepare a Written Estimate of the value of Works incorporated in the Contract up to the cut-off date. The Written Estimate shall include the reduction value of the Ten (10%) percent required for the holdback. Conditional upon receipt of a proper invoice, payment will be made within **twenty-eight (28) days of the cut-off date.**

Payment by the Township, of the ten (10%) percent holdback, shall be made following receipt of the following and after sixty (60) days have elapsed from the date of publication of the Certificate of Substantial Performance:

- a) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.
- b) A Statutory Declaration, completed by a signing officer of the company, in a form satisfactory to the Township, that all liabilities incurred by the Contractor and his Subcontractors, in carrying out the Contract, have been paid and that there are no liens, garnishes or attachments of claims relating to the Work.
- c) Releases, as required under this Contract.
- d) Proof of Publication of the Certificate of Substantial Performance

26. TAXES

Section GC 8.02.08 of the General Conditions is amended by the addition of the following:

Harmonized Sales Tax (HST) will be paid in addition to the Total Tender Price submitted at the applicable rate on applicable items. Accordingly, the Contractor will not make any provision for H.S.T. in the prices tendered for this Contract.

Where a change in the Canadian federal or provincial taxes occurs after the tender closing date for this contract, the Township will increase or decrease Contract payments to account for the exact amount of tax change involved. Claims for compensation for additional tax cost shall be submitted by the Contractor to the Township. Such claims for additional tax costs shall be submitted no later than 30 days after the date of acceptance of the work.

27. LIQUIDATED DAMAGES

Section GC 8.02.09 of the General Conditions is amended by the addition of the following:

It is agreed by the parties in the Contract that in case all Work called for under the Contract is not finished or completed, within the date as set forth in the Contract, damage will be sustained by the Township and that it is said, will be impracticable and extremely difficult to ascertain and determine the actual damage, which the Township will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of Five Hundred Dollars (\$500.00) for each and every calendar day delay in finishing the Work beyond the noted completion date, except Saturdays, Sundays and Statutory Holidays, and it is agreed that this amount is an estimate of the actual damage to the Township, which will accrue during the period in excess of the prescribed completion date.

The Township may deduct any amount due under this provision 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 Township. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractor's due to such causes.

28. SOILS INFORMATION

At the discretion of the Township, if a geotechnical investigation has been undertaken of all locations identified in this document, then the report, along with other findings may be appended to the back of this document. The information provided is for guidance only and is not guaranteed as being representative of the entire sections by either the Owner or the geotechnical firm which produced the report.

29. RESTRICTIONS TO OPEN BURNING

Open fires will not be permitted within the limits of this Contract. Brush and debris may as an alternative to burning, be disposed of outside the Contract Limits and in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

30. HAUL ROADS

When so required by the Owner or Contract Administrator, payment for maintenance and restoration of haul roads will be made for the materials provided and the work performed as specified, at tender prices, or at negotiated prices. Restoration of areas unnecessarily damaged by the Contractor's operation shall be at the Contractor's expense.

31. NOTIFICATION TO RESIDENTS / BUSINESSES

Where construction will inconvenience the residents in the area of the proposed work, the Contractor will be responsible for contacting the affected residents and businesses by written communication. The Contractor should include notification to affected area property owners as to when a disruption to their property access will occur and for how long. The Contractor shall also be required to proceed in such a manner as to minimize interruption to local businesses.

32. ENGINEERING FIELD OFFICE

A separate field office for the Contract Administrator shall not be required on this Contract. The Contractor shall however permit the Contract Administrator to make use of his/her office trailer and other facilities at no cost to the Owner.

33. STORAGE AREAS

The Contractor shall obtain the approval of the Contract Administrator prior to designating areas within the road allowance for storage of his/her equipment and

materials or housing.

If additional property outside the site is required for such purposes, the Contractor shall make his/her own arrangements at no additional cost to the Owner. If the property used is under private ownership a Property Owner Release form will be required.

34. OCCUPATIONAL HEALTH AND SAFETY ACT – Designated Substances

The Contractor shall be responsible for determining the presence of designed substances on the sites within limits of this Contract in accordance with the requirements of Section 18a(1) of the Occupational Health & Safety Act. The Contractor shall identify and report any designated substances determined to be present to the Owner and ensure that all sub-Contractors performing work under this Contract have received a copy of the report.

The Contractor shall comply with the governing Ministry of Labour Regulations respecting protection of workers, removal, handling and disposition of the designated substances determined to be present on this Contract. All costs related thereto shall be deemed to be included in the appropriate tender items.

35. WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEMS

Reporting

Prior to commencement of work the Contractor shall provide, to the Owner, a list of those products controlled under WHMIS, which he/she expects to use on this Contract. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled.

The Contractor shall notify the Contract Administrator of changes to the list in writing and provide the relevant Material Safety Data Sheets.

36. SPILLS REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Owner. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, Chapter E.19, R.S.O., 1990.

All spills or discharges of liquid, other than the accumulated rain water from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to

contain PCB's and shall forthwith be reported to the Owner.

This reporting will not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

37. PROTECTION OF WATER QUALITY

At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter the stream.

No waste or surplus organic material including topsoil is to be stored or disposed of within 30 m of any watercourses. Run-off from excavation piles will not be permitted to drain directly into watercourses but shall be diffused onto vegetative areas a minimum of 30 m from the watercourse. Where this measure is not sufficient or feasible to control sediment entering the watercourses, sedimentation traps or geotextile coverage will be required.

If dewatering is required, the water shall be pumped into a sedimentation pond or diffused onto vegetated areas a minimum of 30 m from the watercourses and not pumped directly into the watercourses.

No machinery shall enter the creek bed of any watercourse. Movement of construction equipment in the vicinity of any creeks shall be limited to the minimum required for construction.

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 100 m of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

38. TRAFFIC AND STREET SIGNS

The Contractor shall be responsible for maintaining existing traffic and street signs during construction. Any damage to the traffic and street signs the contractor shall replace the sign.

39. GARBAGE COLLECTION

The Contractor will be responsible for ensuring that garbage collection, including recyclables, are maintained and when necessary, the Contractor shall make arrangements directly with the collection agency, to permit and co-ordinate pick-up.

40. CONCRETE AND ASPHALT MIX DESIGNS

The Contractor shall be responsible for the provision of current mix designs for concrete and asphalt required in this Contract by an independent certified laboratory

All costs associated with the provision of this data, as required, shall be borne by the Contractor and are deemed to be included under the appropriate tender items. Steel slag and blast furnace slag course and fine aggregates shall not be used in any Hot Mix required by this Contract

41. APPLICABLE STANDARDS AND SPECIFICATIONS

Under this Contract, municipal-oriented specifications (OPSS MUNI) are to be used where the such specifications exists. Ontario Provincial Standard Specifications (OPSS) governing the work of this Contract shall be as referred to herein with the issue current at the time if tendering, be applicable.

With the exception of OPSS 127, these Specifications shall remain in effect, throughout the duration of this contract, whether or not they are modified or re-issued by the responsible agency subsequent to the tender advertising date.

The issues of OPSS 127, which are current at the time the work is performed or material furnished, shall govern.

42. AMENDMENT TO OPSS 102

Scale Accuracy

Section 102.08.01 of OPSS 102 is amended by the addition of the following:
Scale accuracy Tolerance and Limits of Error are defined as 0.20% of the weight of the vehicle used in conducting the performance test when measured at the centre of the platform.

43. MAILBOXES

The Contractor shall maintain access to the mailboxes at all times.

The Contractor will be responsible to notify Canada Post a minimum of seventy-two (72) hours prior to Commencement of Work on any Section of this Contract as to the possible disruption in service. All Mailboxes must be replaced with new post specified in the special Provision otherwise directed by the Contract Administrator.

44. TESTING REQUIREMENTS

The Owner shall engage an independent Certified Laboratory to complete all testing of materials (i.e. Compaction) in accordance with OPSS in excess of the Contractor's requirements for process control, under the Contract. The Contractor shall not use the same vendor as the owners, so a conflict of interest does not occur.

When the Contract Administrator performs random Quality Assurance Sampling or testing the Contractor shall not deny access to any worksite or operation and must apply Traffic Control throughout the test area.

The Contract Administrator shall charge the Contractor \$500.00 for each lot that requires re-testing which has been identified through QA compaction testing or a review of QC records. In addition, immediately following the discovery of a discrepancy or inadequate compaction, all new lots shall be subjected to QA compaction testing prior to acceptance. If any of the new lots do not meet the specified compaction requirements, the Contractor shall be charged a fee of \$500.00 for each lot. These conditions shall continue until three consecutive new lots have met the specified compaction requirements.

45. DISPOSAL OF SURPLUS MATERIALS

Where appropriate, excess material is to be used for slope flattening within the project limits as deemed necessary by the Contract Administrator or the Township.

No excess material is to be disposed of on residential and/or farmland unless the Contractor Tests the soil and it is deemed to be acceptable for disposal on the preceding (i.e. Table 1 Soils) any cost associated with testing and disposal shall be at the contractor's expense and no additional cost shall be borne by the Township.

The Township may supply an acceptable municipally owned receiving site for the excess fill during the project. Details for the location of any approved receiving sites will be provided in the Special Provisions Items.

No asphalt, concrete, metal, rock material, or tree/vegetation/roots shall be hauled and disposed of at the municipal receiving site. The Contractor shall be responsible for all costs associated with the disposal of the items mentioned at a license facility that is approved to accept the materials.

46. ENVIRONMENTAL PROTECTION

All provisions listed within this section must be adhered to within the contract limits, throughout the term of the contract.

General Environmental Protection Requirements

The Contractor is responsible for protection of people, property and the natural environment from environmental impacts and damage that may result from this contract.

Environmental protection shall:

- (a) comply with commitments and conditions of environmental approvals, permits, exemptions, agreements, reports, and clearances provided by the owner;
- (b) comply with any other formal environmental approvals, permits, exemptions, agreements, reports and clearances that must be procured by the contractor in order to perform the work; and,
- (c) be integrated with environmental and other requirements specified in the contract.

Environmental protection shall include, but not be restricted to the control of materials, equipment and operations in order to avoid and minimize:

- (a) direct physical damage;
- (b) sediment, noise, vibration, dust, chemical, and other emissions; and,
- (c) interference with local use, access and passage.

Such control shall include but not be restricted to selection and management of:

- (a) materials, including the management of excess and contaminated materials;
- (b) equipment, including maintenance of refueling;
- (c) method of the contract works;
- (d) site disturbance limits; site access, detours and haul roads earth aggregate and rock borrow areas; material storage and disposal areas; equipment storage areas; yards; and,
- (e) timing, duration and staging of work

All materials used in the construction of temporary physical environmental protection measures shall remain the property of the Contractor.

Prevention of Wildlife Harassment

The Contractor shall not harass or kill any wildlife that is encountered within the limits of the project.

The Contractor shall not block or prohibit wildlife access to culverts. Passage for wildlife through culverts must be maintained.

Any wildlife incidentally encountered will be protected. If wildlife encountered does not move from the contract zone, the Contract Administrator shall be notified.

No additional compensation shall be made for work delays as a result of encounters with wildlife.

Protection of Species at Risk (SAR)

Endangered Species Act

The *Endangered Species Act, 2007* (the Act) provides for the protection of Species at Risk in Ontario.

Section 9 of the Act prohibits the killing, harming, harassing, taking, possessing, transporting, collecting, buying, selling, leasing or trading or offering to buy, sell, lease or trade of species listed as endangered, threatened or extirpated on the Species at Risk in Ontario (SARO) List.

Section 10 of the Act prohibits the damage or destruction of the habitat of endangered or threatened species that have general or regulated habitat protection under the Act.

Section 17 of the Act allows the Minister of Natural Resources to issue a permit to allow an activity to be undertaken that would otherwise be in contravention of Section 9 and/or 10 of the Act.

References

This special provision refers to the following statutes, standards, specifications, and/or publications:

Endangered Species Act, 2007, S.O. 2007, CHAPTER 6

ONTARIO REGULATION 230/08, SPECIES AT RISK IN ONTARIO (SARO) LIST

Definitions

Endangered Species means a species that lives in the wild in Ontario but is facing imminent extinction or extirpation and is listed in Schedule 2 of Regulation 230, SARO List, under the *Endangered Species Act*.

Extirpated Species means a species that lives somewhere in the world, lived at one time in the wild in Ontario, but no longer lives in the wild in Ontario and is listed in Schedule 1 of Regulation 230, SARO List, under the *Endangered Species Act*.

Habitat means, an area on which a species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding.

General Habitat means, with respect to any endangered, threatened or extirpated species of animal, plant or other organism who's habitat has general protection under the Act, an area on which the species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding and includes places in the area that are used by members of the species as dens, nests, hibernacula or other residences.

Regulated Habitat means, with respect to a species of animal, plant or other organism for which a regulation is in force under the Act, the area prescribed by that regulation as the habitat of the species and includes places within the prescribed area that are used by members of the species as dens, nests, hibernacula or other residences, but does not include an area where the species formerly occurred or has the potential to be reintroduced unless existing member so the species depend on that area to carry on their life processes.

Species means a species, subspecies, variety or genetically or geographically distinct population of animal, plant or other organism, other than a bacterium or virus, that is native to Ontario;

Species at Risk (SAR) means species listed in Regulation 230/08, SARO List of the *Endangered Species Act.*, as extirpated, endangered or threatened.

SARO means, Species at Risk in Ontario.

Threatened Species means a species that lives in the wild in Ontario, is not endangered, but is likely to become endangered if steps are not taken to address factors threatening to lead to its extinction or extirpation and is listed in Schedule 3 of Regulation 230, SARO List, under the *Endangered Species Act.*

Spill Prevention and Response Contingency Plan General

The Contractor shall have a Spill Prevention and Response Contingency Plan.

Submission

This plan will address procedures for preventing and responding to spills, and equipment and resources that will be available to prevent and/or respond to all potential discharges resulting from the Contractor's operations in this contract.

Emergency spill kit requirements shall be detailed as part of this plan.

The plan shall be submitted to the Contract Administrator no less than **seven (7) days** in advance of start of contract activities.

Clean Equipment Protocol

Invasive species can be spread to new areas by contaminated mud, gravel, soil and plant material on vehicles and machinery. Reduce the risk of spreading invasive plants by inspecting and cleaning equipment.

All machinery and equipment should be inspected and cleaned when:

- Operating in areas known to have terrestrial invasive plants or are in high risk areas (i.e. recently disturbed areas near known invaded areas)
- Transporting material (i.e. soil) that is known to contain, or has the potential to contain, invasive species
- Operating in an area or transporting material that you are uncertain contain invasive species

Inspect the vehicle thoroughly inside and out for where dirt, plant material and seeds may be lodged or adhering to interior and exterior surfaces.

Cleaning is only required when inspection identifies visible dirt clods and plant material. Always clean vehicles and equipment where seed spread is limited. Choose an area that is ideally mud free, has good drainage and at least 30m away from any water body. How to clean:

- Knock off large clods of dirt
- Use compressed air, if possible, to clean the vehicle or equipment
- To remove remaining dirt clods, use a high-pressure hose and focus on the undersides, wheels, wheel arches, guards, chassis, engine bays, radiator, and grills

No accumulations of seed, soil, mud or plant material should be visible after wash down or before entry on site.



CONTRACT NO. PS-2025-05

EAGLE CREEK BRIDGE REPLACEMENT

SECTION 6 – SPECIAL PROVISIONS - ITEMS

EAGLE CREEK BRIDGE REPLACEMENT

TOWNSHIP OF SOUTH FRONTENAC

CONTRACT NO. PS-2025-05

SPECIAL PROVISIONS - ITEMS

Scope of Work

The following work, activities and costs shall be included under 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 the nature and 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.

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.

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.

Submission Documents / Plans / Shop Drawings

1. Traffic Control Plan / Traffic Management Plan including Detour Route Signing.
2. Health and Safety Plan.
3. Environmental protection / erosion and sediment control plan for authority's approval.
4. Dewatering Plan.
5. All formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, etc., shop drawings signed and sealed by Engineers as specified in Contract.
6. Reinforcing steel shop drawings including quantities and bar lists.
7. Thrie Beam Posts, Rail, and Anchorage Shop Drawings.
8. Prefabricated Concrete Rigid Frame Structure Shop Drawings.
9. Welded Wire Mesh Retaining Walls Shop Drawings.

Material Information / Product Data

1. Concrete supplier and mix designs (separate mix design required for each concrete mix).
2. Asphalt mix design and asphalt supplier.
3. Granular test results, confirming compliance to OPSS, and granular supplier, including pit/quarry location.
4. Source and gradation for riverstone rock protection and rip-rap stone
5. Source of galvanized reinforcement.
6. Tack coat.
7. Rubberized asphalt and protection board.
8. Any other products or compounds.

All shop drawings and engineered submissions, including for formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, etc., shall bear the stamp and signature of two Professional Engineers licenced in the Province of Ontario (*Design* and *Check* Engineers) who are specialists in the applicable field. **The Design Engineer shall 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 Engineer's will be retained by the Contractor and costs for all such work shall be included in the Contract price for the applicable item.

In addition to the submission of shop drawings as per the above, the Contractor shall submit a *Certificate of Conformance* from the Design Engineer **clearly and unequivocally** stating that the formwork, shoring, bracing, temporary supports, jacking / temporary supports, access platforms, suspended platforms, scaffolding, etc. have been installed in full conformance with shop drawings. 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.

Time for Completion

All work shall be completed by **September 30, 2026**. Road closure shall not be permitted prior to October 1, 2025 and shall remain in place for a maximum of 12 consecutive weeks.

Basis for Payment

Payment at the Contract lump sum price for the Item “Sitework” shall be full compensation for all labour, materials and equipment required to complete the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

Measurement for Payment

Payment for this lump sum Item will be prorated equally over the scheduled duration of the Contract per the approved schedule. 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.

OPSS 706 shall govern except as amended and extended herein:

Scope of Work

The Scope of work for the Item 'Traffic Control Management and Signing including Detour Route Signage' includes, but is not necessarily limited to, the following:

1. Vehicular and pedestrian traffic control and construction signing (including all detour route signing) on all roads affected by construction activities.
2. Local bridge closure signs as indicated in the Contract Drawings.
3. All other provisions related to traffic control and traffic management as required to carry out the construction and facilitate the Contractor's operations except where paid separately.
4. Separate provisions to positively (100%) restrain any errant vehicles from entering the work area during construction.
5. The bridge will be fully closed to traffic during construction. Under this Item the Contractor will supply, install, maintain, and remove upon completion, all traffic control signs, delineators, barricades, etc., as indicated in the Contract Drawings and as required by the Ontario Traffic Manual, Book 7 - Temporary Condition to close the bridge to traffic. This item shall also include the supply and installation of a solid Physical Barrier at the limits of Contract on the roadway to prevent vehicles and pedestrians from entering the construction zones (all site locations). The physical barrier shall be adequately illuminated to be clearly visible and distinguishable during night conditions. In addition, construction fencing shall be installed around the construction area at all times.
6. 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 the Item 'Traffic Control'.
7. As part of the work under the 'Traffic Control including Detour Route Signing' Item, the Contractor shall circulate a notification letter (in English) 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.
8. 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).

All work under this structure (at the various structures) shall be carried out with the roadways (at the structures) fully closed to both vehicular and pedestrian traffic.

Road closure shall not be permitted prior to **October 1, 2025**. The road shall remain fully open until this date. The maximum duration of road closure shall be limited to 12 consecutive weeks.

Traffic Control Signing

Contractor will supply, install, relocate, maintain, and remove upon completion, all traffic control signs, delineators, barricades, appurtenances, temporary removable pavement markings (including removal/relocation for stage switch-overs), etc. as specified in the Contract documents and as required by the Ontario Traffic Manual, Book 7 (Temporary Conditions) in order to complete the construction.

A Traffic Control Plan showing the schedule and layout sketch of all traffic control signing (for all stages of work) 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.

Signs indicating the road closure commencing on XX and will run to XX day shall be installed by the contractor 1 week prior to the road closure.

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.

Measurement for Payment

For progress payments, forty (40) percent of the Contract price will be paid upon initial implementation of the traffic control plan. Fifty (50) percent will be prorated over the scheduled Contract duration and the remaining (10) percent will be paid upon removal. No measurement and payment will be made whatsoever for any traffic control provisions as may be required due to failure of Contractor to attain specified Contract completion date as all such costs will be borne by the Contractor.

Basis of Payment

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.

OPSS 182, OPSS 517 and OPSS 805 shall govern except as extended herein:

Scope of Work

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

Environmental Protection - General

The Contractor is fully and solely responsible for compliance with the local Conservation Authority as related to protection of fish habitat and protection of the environment. Contractor is fully and solely responsible for compliance with all Federal, Provincial and Municipal Acts and regulations as related to environmental protection.

Rideau Valley Conservation Authority

The Owner has made contact with the Rideau Valley Conservation Authority (RVCA) regarding this project. In order to issue the work permit, the RVCA requires the Contractor's Environmental Protection Plan / Erosion and Sediment control plan. As part of the work under this item, and in addition to all other Environmental and other requirements, the Contractor is fully and solely responsible for abiding by all permit requirements including, but not necessarily limited to, the submission of an Environmental Protection / Erosion & Sediment Control Plan to the RVCA for review and approval. The Contractor shall ensure that he allots sufficient time Environmental Protection / Erosion & Sediment Control Plan review and approval (including any necessary re-submissions as required), etc. The Contractor's Environmental Protection / Erosion & Sediment Control Plan to be submitted to the RVCA shall be designed, signed and sealed by a qualified Professional Engineer licenced in the Province of Ontario. The installed works shall also be inspected by the Design Engineer and a Certificate of Conformance shall be prepared and submitted to the RVCA. Copies of the approved Plan and Certificate of Conformance shall be filed with the Contract Administrator and the Contractor shall retain copies of the Plan and Certificate of Conformance on site.

Contact for the Rideau Valley Conservation Authority is as follows:

Rideau Valley Conservation Authority

3889 Rideau Valley Drive
PO Box 599^{SEP} Manotick, Ontario
K4M 1A5
Tel: 613-692-3571
Email: info@rvca.ca

EROSION AND SEDIMENT CONTROL PLAN

General

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.

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.

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 805 where appropriate, or in accordance with manufacturer's recommendations.

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.

Before commencing the Work, the Contractor shall submit to the Contract Administrator six copies of a detailed Erosion and Sediment Control (ESC) Plan. The 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. The written description shall be signed by, and the drawings shall bear the stamp and signature of a qualified Professional Engineer licensed in Ontario.

Contractor's Responsibilities

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

The Contractor shall 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.

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 constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The 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.

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.

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

The sediment control measures include, but are not necessarily limited to the following:

- a) Silt curtains/fence barriers
- b) Straw bale flow checkers
- c) Turbidity curtain installed downstream of construction
- d) Detention ponds/basins
- e) Debris and effluent catchment system during removal of structure

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.

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.

1. 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.
2. 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.
3. The material used for earth cofferdams when used and approved should be clean granular without a significant content of silt or clay.
4. Cofferdam when used and approved should be removed as carefully as possible to minimize sedimentation.
5. Equipment and materials should be stored well back from the water's edge.
6. 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.
7. 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.
8. 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.
9. 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.

10. The Contractor shall release any stranded fish to the open portion of the watercourse without harm.

Anticipated Water Flows and Local Conditions

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

Peak Flows

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

Submissions to Engineer

In addition to requirements as detailed elsewhere, the Contractor shall submit to the Engineer six copies 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.

The Contractor will be required to obtain further permit(s) from the Authorities for the proposed protection scheme. Copy of permit(s) to be submitted to the Engineer.

Permission to proceed with the work will be provided if the Engineer determines that all the details of the Contractor's operations meet the requirements specified in the Contract Documents and by the Authority and applicable Further Permits obtained by Contractor are filed with Engineer.

The notification of the project was provided by the Owner to the local Conservation Authorities. Permits will be required to be obtained (by the Owner), after the submission and approval of the Contractors EP&ESC plan. Copies of the permits will be provided the Contractor.

Ineffectiveness of Installed System

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

The Contractor is fully and solely responsible for carrying out his work 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.

More information regarding the Species at Risk Act can be found at the following website:

- http://www.sararegistry.gc.ca/gen_info/default_e.cfm

Species at Risk Mitigation Plan

As part of the Contractors price for Environmental Protection / Erosion and Sedimentation Control, the Contractor shall consider the following mitigation measures as required.

- A trained person who is familiar with the identification of Barn Swallows should be on-site to perform a visual sweep/inspection of the construction zone prior to starting work and on a daily basis between April

1 and construction completion in any given year to ensure that Barn Swallows are not present and will not be impacted by equipment or worker activities.

- General avoidance measures of any Barn Swallows observed should be followed.
- Harassment to SAR should not occur during construction activities.
- If a SAR is encountered during construction, all works in the immediate area must cease and the Contract Administrator and the SAR Biologist, Kemptville Ministry of Natural Resources should be contacted immediately.
- If any activity is to be carried out during the active migratory bird breeding season (April 1 to August 30), then the birds should be excluded from the structures (i.e. installation of tarps and netting) prior to the beginning of the active season.
- Exclusion fencing should be installed prior to May 1 and maintained through August 1 of any year to avoid turtles nesting in the project area.
- To prevent turtles nesting within the construction zone, all stockpiled materials should be covered with a geotextile between May 1 and August 1 of any year.
- Exclusion fencing should 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). Due to the potential presence (low) of gray ratsnake in the project area, exclusion fencing should meet the conditions listed for the species as outlined within the technical note.

In Water Works

All in-water work and activities shall be carried out between July 16 and March 14 of any year. No in-water work shall be permitted between **March 15** and **July 15** inclusively of any given year.

Basis for Payment

Payment at the Contract lump sum price for the Item “Environmental Protection / Erosion and Sediment Control Plan and Monitoring” shall be full compensation for all labour, materials and equipment required to complete the work.

Measurement for Payment

Payment for this lump sum Item will be as follows:

- 30% upon installation of environmental protection,
- 55% to be prorated over the scheduled duration of the Contract per the approved schedule,
- 15% upon removal of all environmental protection.

OPSS 182, OPSS 517 and OPSS 805 shall govern except as extended herein:

Scope of Work

Work under this item includes all labour, equipment, material and transportation to provide, but not necessarily limited to, the following:

1. Carry out dewatering around / in front of the existing / new abutment walls and retaining walls in order to carry out the demolition and removal of the existing structure and to construct the new structure.

Anticipated Flows and Local Conditions

For the design of their dewatering scheme, 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 their own estimate of the facilities required and difficulties to be encountered, including the nature of subsurface materials and conditions. The Contractor shall make their own estimate of the anticipated water flows during construction and construct the work so that flow is not restricted.

Basis of Payment

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

Measurement for Payment

Payment for this item shall be made as follows:

- a) 30% upon installation of sandbag cofferdam, sedimentation basin, pumping equipment, etc.;
- b) 70% to be prorated over the scheduled duration of the Contract per the approved schedule.

The requirements of OPSS.MUNI 180 and OPSS.MUNI 902 shall govern the work under this item, except as extended and amended herein:

- Appendix 902-B (Nov. 2021) is invoked.
- Excess soils generated as part of this project may be reused locally by the Township for roadside slope flattening along Bob's Lake Road. Slope flattening would occur within approximately 300m North and South of the work site. Alternatively, excess soils shall be disposed at a municipal receiving site owned by the Township located at 7635 Road 38 (approximately 25km from the work site).
- The Contractor shall be responsible to haul all excavated excess soils to the Owner's receiving site or to areas of reuse (i.e. for local roadside slope flattening) as directed by the Township.
- All Excess Soil quantities delivered to the Owner shall be tracked by the Contractor and reported to the Contract Administrator.
- Excess Soils delivered to the Owner's property shall be leveled.
- No asphalt, concrete, metal, rock material, or tree / vegetation / roots shall be hauled and disposed of at the municipal receiving site or used as slope flattening material. The Contractor shall be responsible for all costs associated with the disposal of these items at a license facility approved to accept these materials.

Measurement for Payment

There will be no measurement for work under this Item.

For progress payments, the Contract price will be paid upon completion of the work under this Item.

Basis of Payment

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