



Loyalist Township

Supplemental General Conditions

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Coordination Meetings

The Contractor shall attend such meetings with the Owner and/or Contract Administrator as may be required by the Owner and/or Contract Administrator to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled within ten (10) days of notification of acceptance of the Tender by the Owner.

Site supervisor must attend pre-construction meeting.

The township requires any subcontractor who is requested, attend any coordination meeting.

The Contractor **and** their asphalt Subcontractor, if applicable, shall be required to attend a pre-pave meeting a minimum of twenty-four (24) hours prior to laying asphalt. The Contractor shall not be permitted to lay any asphalt prior to meeting with the Contract Administrator.

The Contractor **and** their concrete Subcontractor, if applicable, shall be required to attend a meeting prior to the pouring of sidewalks and curb and gutter. The meeting shall be a minimum of twenty-four (24) hours prior to pouring concrete. The Contractor shall not be permitted to pour any concrete prior to meeting with the Contract Administrator.

Contractor Submissions

Prior to commencing construction, the Contractor shall submit to the Contract Administrator all documentation required by the Contract. Without limiting the generality of the foregoing, such documentation shall include, as a minimum:

- a. Performance Bond;
- b. Labour and Materials Bond;
- c. Health and Safety Policy;
- d. Construction Schedule (Gantt chart format);
- e. List of Subcontractors;
- f. Ministry of Labour Notice of Project;
- g. Traffic Control Plan;
- h. Erosion and Sediment Control Plan;
- i. List of Project Personnel and contact information, including 24-hour emergency contacts;
- j. Certificate of Insurance;
- k. WSIB Clearance Certificate;
- l. Concrete and asphalt mix designs;
- m. List of working drawing submittals and submittal schedule; and
- n. All other documentation specified in the Contract.

Hours of Work

The Contractor's operations under this Contract will be Monday to Friday and will be restricted to the Township Noise By-Law 2011-006, As Amended: 7:00am – 8:00pm.

Saturday work must be pre-approved by contract administrator and requested a minimum 4 working days prior.

Sunday and holidays require a noise bylaw exemption and must be requested a minimum of 1 week in advance.

No Work will be permitted on weekends or statutory holidays without written authorization from the Owner. No nighttime Work will be permitted without written authorization from the Owner.

Township Utilities staff are not available after 11:00 am on Fridays between the first week of June and the first week of October.

Haul Roads

The maintenance and restoration of all haul roads required for this contract shall be the responsibility of the Contractor and no additional payment will be made.

The Contractor is responsible for all permits and fees that may be required to transport materials to and from the site. No cost shall be accrued by the Township in this regard.

The Contractor must keep adjacent streets clear of mud and gravel resulting from the Work at no additional cost to the Township. The Contractor must ensure that the roads within the project limits maintain minimal amount of mud and gravel on the road's surface. Restoration of areas unnecessarily damaged by the Contractor's operation shall be at the Contractor's expense.

Notification of Residents

Where construction will affect residents in the area of the proposed work, the Contractor shall be responsible for contacting the affected residents by written communication. A minimum of 48 hours' written notice shall be provided to affected residents prior to any scheduled watermain shutdown. The Contractor shall also be required to proceed in such a manner as to minimize interruption to local businesses. A copy of all correspondence shall be supplied to the Contract Administrator for review before being distributed to residents or businesses.

Should the Contractor's schedule change from information outlined on previous notification to residents, the Contractor shall reissue notifications with updated information. A minimum of 48 hours in advance of the new date is required for water shut downs.

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 and the Ministry of the Environment. 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 (613-386-7351) and shall contact the Spills Action Centre (1-800-268-6060)

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

Protection of Water Quality

At all times, the Contractor shall maintain existing ditch/stream and/or storm sewers flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter the ditch/stream and/or storm sewers. All environmental controls shall be as outlined in the Environmental Protection Item.

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 30 metres of any watercourse or Lake. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

Applicable Standard Specifications

Ontario Provincial Standard Specifications (OPSS) governing the work of this Contract shall be as referred to herein with the issue current at the time of tendering, being 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.

Maintenance Security

The Owner shall retain, for the duration of the Warranty Period, two and a half (2.5%) of the value of the Contract as amended.

Interest shall not be paid on the Maintenance Security

Testing Requirements

It shall be the Contractor's responsibility to engage an independent certified laboratory to complete all testing of materials in accordance with OPSS and as directed by the Contract Administrator.

When the Contract Administrator performs random Quality Assurance Sampling or testing the Contractor shall not deny access to any worksite or operation, shall assist owner in obtaining samples and must supply Traffic Control throughout the test area.

The Contract Administrator shall charge the Contractor \$500.00 for each section that requires retesting 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 sections 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 section.

The Contract Administrator shall charge the Contractor \$500.00 for each section of granular material that requires retesting which has been identified through QA gradation testing or a review of QC records. In addition, immediately following the discovery of a discrepancy, all new granular deliveries shall be subjected to QA testing prior to acceptance. If any of the new granular materials do not meet the specified gradation requirements, the Contractor shall be charged a fee of \$500.00 for each test completed.

Schedule

The Contractor shall provide a detailed construction schedule in the form of a Gantt Chart to the Contract Administrator at the Start-up Meeting.

An updated schedule shall be provided bi-weekly throughout construction. Payment each period shall not be issued prior to receiving a revised schedule.

Review of Shop/Working Drawings

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

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

The review by the Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Contract Administrator approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review

shall not relieve the Contractor of his responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents.

The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the work of all sub trades.

Work which relates to the shop drawings shall not be carried out before the Contract Administrator's review of the shop drawings is complete.

Property Owner's Release of Privately-owned Land Used by the Contractor

Upon completion of the Contract, the Contractor shall provide the Contract Administrator with (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:

Property Owner's Release

To: Lorie McFarland
Director of Community & Customer Services
Community & Customer Services
Loyalist Township
Building a Healthy, Engaged Community
263 Main Street, Odessa, Ontario K0H 2H0
613-386-7351 ext. 108
RE: Contract No. 2025-02

I/We _____ being the owner(s) of Lot _____, Concession _____, Township of _____, and County/Region/District of _____,

verify that the Contractor has placed excess material from the above noted Contract on this property with my/our permission. I/We have signed together with the Contractor OPS Forms 180-1, Site Selection Notification for Stockpiling Materials Managed Through Re-Use, or 180-2, Site Selection Notification for Material Managed as Disposable Fill, or both, that describe Conditions on Management, and have been assured by the Contractor that these conditions have been met. I/we acknowledge that soils deposited onto my/our property may have elevated levels of salt.

Quantity and Type of Excess Material used as fill:

Where materials are managed as disposable fill, I/we agree to be responsible for any subsequent relocation and management of the material so placed.

Quantity and Type of Excess Material stockpiled:

Where materials are to be stockpiled, I/We agree that the stockpile(s) will be removed by the date(s) herein noted.

Where the Contractor has made use of my/our property for any other purpose, I/we agree that the Contractor has fulfilled the terms of our agreement and has left my/our property in a satisfactory condition and I have accepted their final payment. I/We state that I/we are the registered owner(s) of the property identified above and release the Contractor and Loyalist Township from further obligations in respect of the activities the Contractor carried out in accordance with this release.

Print Registered Property Owner's Name(s)

Print Contractor's Name & Field Representative's Name

Registered Property Owner's Signature(s)

Contractor's Field Representative Signature

Dated this ____ day of _____, 20____.

Release of Owner

Upon completion of the Contract, the Contractor shall provide the Contract Administrator with (2) copies of a form of release signed by the Contractor, releasing the Owner of any further claims as per GC 8.02.03.05.04 (a), as follows:

Date: _____

To: Lorie McFarland
Director of Community & Customer Services
Community & Customer Services
Loyalist Township
Building a Healthy, Engaged Community
263 Main Street, Odessa, Ontario K0H 2H0
613-386-7351 ext. 108

RE: Contract No. 2025-02

Dear Madam:

As per GC 8.02.03.05.04 (a) I hereby certify that _____
(Name of Contractor)

has no further claims relating to the above noted contract.

Yours truly,

(Print Name)

(Signature)

Fill Materials Brought on Site

This specification covers the requirements for testing of fill material brought on site. This specification does not apply to granular material.

Loyalist Township requires appropriate and representative soil analyses from the soil at the Source Site confirming the soil quality is acceptable for the intended Receiving Site in accordance with O. Reg. 406/19: On-Site and Excess Soil Management. All work shall be undertaken in a manner which conforms to the provisions of the Regulation that come into force on July 1, 2020 and shall be overseen and/or approved by a Qualified Person, as applicable. The contractor shall make every effort to employ beneficial reuse of soil measures within the project area wherever possible.

Management of Excess Material

This specification covers the requirements for the management of excess materials. The provisions of OPSS 180 shall apply except as amended herein.

No Forest Resource licensees have been identified within the project limits.

Suitable native material can be used as backfill material and for general grading of boulevards up to 100mm of finished grade. All material shall be reviewed and approved by the Owner prior to incorporation into the work.

Suitable native material can be used for slope flattening and as directed by the Contract Administrator. Management of excess material as disposable fill shall not be permitted.

Management of excess material by open burning shall not be permitted. Stockpiling of material on the Owner's property shall not be permitted.

Payment for the management of excess material shall be deemed to be included in the tender items requiring such management and shall include all costs associated with acquiring approvals, releases and agreements. No additional payment shall be made in relation to this item

The contractor must provide Loyalist Township with the location of all fill disposal locations in writing prior to commencing work.

Disposal of excess soil must comply with O.Reg. 406/19: On-site and Excess Soil Management. Any fill disposed of within Loyalist Township must also comply with the Loyalist Township Fill Bylaw.

All work shall be undertaken in a manner which conforms to the provisions of O.Reg. 406/19 that come into force on July 1, 2020 and shall be overseen and/or approved by a Qualified Person (QP), as applicable. The contractor shall be responsible for providing the QP for monitoring of soil brought to the site, The Township will be responsible for providing the QP for monitoring of soil being removed from the site.

The contractor shall make every effort to employ beneficial reuse of soil measures within the project area wherever possible.

Construction Fencing

Prior to starting any excavation, the contractor shall have sufficient steel modular panel fencing on site to completely fence off all excavations having a depth of more than 1.7m deep.

Grades

The Contractor shall provide the Contract Administrator with grade sheets on a weekly basis for all work related to this Contract.

Grade sheets shall comply to the following template for top of subgrade, top of Granular 'B', top of Granular 'A' and top of asphalt at 10m increments starting at station 0+000.

Type of Grade	Station	EP Left of Centerline	Centerline	EP Right of Centerline	Date	Signature

Garbage and Recycling Collection

The Contractor shall be responsible for ensuring that garbage and recycling collection, is maintained and when necessary, the Contractor shall make arrangements directly with the collection agency, to permit and coordinate pick-up.

Notification to Residents

Where construction will affect residents in the area of the proposed work, the Contractor shall be responsible for contacting the affected residents by written communication. A minimum of 48 hours' written notice shall be provided to affected residents prior to any scheduled Road Closures. The Contractor shall also be required to proceed in such a manner as to minimize interruption to local businesses. A copy of all correspondence shall be supplied to the Contract Administrator for review before being distributed to residents or businesses.

Should the Contractor's schedule change from information outlined on previous notification to residents, the Contractor shall reissue notifications with updated information. A minimum of 48 hours in advance of the new date is required for Road Closures.