



Township of Muskoka Lakes

Request for Tender

Contract #T-2026-42

2026 Road Resurfacing Program

TOWNSHIP OF MUSKOKA LAKES

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TOWNSHIP OF MUSKOKA LAKES

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TOWNSHIP OF MUSKOKA LAKES

TENDER

PART I TENDER CALL

The Corporation of the Township of Muskoka Lakes (after this called the “Owner”) invites Tenders for:

Contract Number: Contract #T-2026-42

Described as 2026 Road Resurfacing Program

Tenders shall be addressed and delivered to:

**Township of Muskoka Lakes
P.O. Box 129
1 Bailey Street
Port Carling, Ontario
P0B 1J0**

Or, submitted via email to:
mveitch@muskokalakes.ca

Tenders shall be received until: 12:00 p.m. Thursday, May, 14th 2026

PART II TENDER CONDITIONS

TC-1 Completion and Submissions of Tenders

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Owner:
 - a) Part III – Form of Tender;
 - b) the tender deposit;
- 1.7 The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time. The Tenderer may, at their sole risk, choose to submit the Tender in PDF format via email to Matt Veitch, Engineering Coordinator at mveitch@muskokalakes.ca.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2025-108, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Matt Veitch, Engineering Coordinator at mveitch@muskokalakes.ca. Inquiries must be received no later than five (5) Business Days prior to the tender submission deadline specified in Part I of the Tender or as amended by addendum. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

TC-2 Tender Deposit

- 2.1 At the time of tendering, the Tenderer shall submit a tender deposit with its Tender, in the form any one of the following:
 - a) Bid bond signed and sealed by the Tenderer's Surety
 - b) Irrevocable letter of credit

- 2.2 The tender deposit must be an original and shall equal at least ten percent (10%) of the Total Tender Price.
- 2.3 Tender Deposits shall be made to the order of or in favour of “The Corporation of the Township of Muskoka Lakes”.
- 2.4 The Owner shall not pay interest on Tender deposits.
- 2.5 The Owner shall retain the Tender deposit of the Tenderers with the first and second lowest acceptable bid until:
- a) the successful Tenderer has executed the Form of Agreement in accordance with Section TC-14 and TC-19 of the Tender; and
 - b) the successful Tenderer has provided all securities and other documents in accordance with Sections TC-12 and TC-19 of the Tender.
- 2.6 The Owner shall return the deposits of all other Tenderers within five (5) Business Days of tender opening.
- 2.7 If bid bonds are used as a Tender deposit, bonds must be from a Surety Company authorized by law to carry on business in the Province of Ontario.

TC-3 Basis of Award

- 3.1 The Township intends to award a contract to the Tenderer who submits the lowest acceptable bid (in accordance with the Township Procurement Policy By-law 2025-108, as amended) by Total Tender Price. Upon formal notification of award the Tenderer shall thereafter be known as the Contractor.

TC-4 Addenda

- 4.1 Addenda will be posted on the Township website (www.muskokalakes.ca) for viewing and shall be located in the same area of the webpage that the Tender documents are downloaded from.
- 4.2 The Township will not notify Tenderers of addendums and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addendums prior to submitting their bid.
- 4.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 4.4 The deadline for the posting of addenda is no later than three (3) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum.

TC-5 Irregular Tenders

5.1 The Owner shall be the sole judge of whether or not a Tender is irregular.

TC-6 Unbalanced Tenders

6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The Owner shall have the right to:
a) deem a Tender to be unbalanced; and
b) reject a Tender which it deems to be unbalanced.

TC-7 Collusion

7.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:
a) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
b) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 Right to Accept or Reject Tenders

8.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:
a) accept any Tender;
b) reject any Tender; and
c) reject all Tenders.

8.2 Without limiting the generality of Section TC-8.1, the Owner shall have the right to:
a) accept an irregular Tender;
b) accept a Tender which is not the lowest Tender; and
c) reject a Tender even if it is the only Tender received by the Owner.

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

TC-9 Contract Documents

9.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender including all Addenda issued by the Owner pertaining to this Contract.

TC-10 Errors, Omissions and Discrepancies in the Contract Documents

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

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

TC-11 Irrevocability of Offer

11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.

11.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the Owner from pursuing any other legal remedy which it may have.

TC-12 Successful Tenderer - Securities

12.1 The successful Tenderer shall provide each in the amount of at least one hundred percent (100%) of the Total Tender price:

- a) a fifty percent (50%) performance security or bond signed and sealed by the Tenderer's Surety; and
- b) a fifty percent (50%) labour and material payment bond signed and sealed by the Tenderer's Surety.

12.2 The Surety of the successful Tenderer and the bonds referred to in Section TC-12.1(a) and TC-12.1(b) must be originals and shall be to the satisfaction of the Owner if this option is exercised.

TC-13 Successful Tenderer - WSIB Certificate of Clearance

13.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner and in accordance with GC6.05 OPS General Conditions.

TC-14 Successful Tenderer - Execution of Form of Agreement

14.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.

14.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

TC-15 Successful Tenderer - Insurance

15.1 The successful Tenderer shall provide the Owner with an original Certificate of Insurance for each type of insurance coverage required by Section GC6.03 of the OPS General Conditions.

15.2 The successful Tenderer shall carry insurance, pursuant to Section GC6.03.02 of the OPS General Conditions in the amount of at least FIVE MILLION DOLLARS (\$5,000,000.00).

15.3 The successful Tenderer shall carry insurance, pursuant to Sections GC6.03 of the OPS General Conditions which names the following as additional insured:

- The Corporation of the Township of Muskoka Lakes, P.O. Box 129, 1 Bailey Street, Port Carling, ON, P0B 1J0
- Tatham Engineering, 8 Barron Dr., Bracebridge ON, P1L 0H3; and
- the Geotechnical Consultant.

TC-16 Successful Tenderer - Contractor’s Responsibilities Sign-Off Form

16.1 The successful Tenderer shall provide the Owner a completed and signed *Contractor’s Responsibilities Sign-Off Form* as per the Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B. A copy of the policy is available during bidding upon request to the Township contact identified in TC-1. The policy shall be provided to the successful Tenderer upon notification of award.

TC-17 Successful Tenderer - Time for Completion

17.1 The successful Tenderer shall complete the Work as defined in GC1.06 by September 30, 2026, and this shall be the date used for the calculation of Liquidated Damages as per TC-18.1.

17.2 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer’s purpose of establishing a schedule for the Work, it is anticipated that contract award will be complete within 30 calendar days after the opening of tenders by the Owner. Upon notice of award, the successful Tenderer will be required to complete submissions to the Owner as per TC-19.1. Upon receipt of all required submissions from the successful Tenderer, the Owner will return an executed Form of Agreement and a Purchase Order to the Tenderer within 10 Business Days. Authorization to commence work shall be provided by the Owner as detailed in the Special Provisions of this contract.

17.3 Milestone dates associated with the Contract will be adjusted, when possible, due to any delays to the anticipated award schedule caused by the Owner during the contract award and/or issuance of the authorization to commence work.

TC-18 Successful Tenderer - Liquidated Damages

18.1 Pursuant to Section GC 8.02.09 of the OPS General Conditions, the liquidated damages shall be in the amount of:

One Thousand DOLLARS (\$1,000.00) per calendar day beyond the dates

outlined for Completion, as determined in TC-17.

18.2 When applied, liquidated damages will be subtracted off the final submitted invoice prior to payment.

TC-19 Successful Tenderer - Submission of Documentation

19.1 The successful Tenderer shall submit the documentation required by Sections TC-12, TC-13, TC-14, TC-15 and TC-16 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.

19.2 If the successful Tenderer fails to comply with Section TC-19.1 the Owner may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

TC-20 Successful Tenderer - Commencement of the Work

20.1 The successful Tenderer shall not commence the Work until it has received authority to proceed with the work from the Owner as well as the fully executed Form of Agreement signed by both parties (Tenderer and Owner), a Purchase Order issued by the Owner and a start work order issued by the Owner or Contract Administrator.

TC-21 Successful Tenderer - Vendor Performance Management Notice

21.1 The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2025-108, as amended.

TOWNSHIP OF MUSKOKA LAKES

PART III - FORM OF TENDER

Tender by:

NAME OF TENDERER _____

ADDRESS OF TENDERER _____

TELEPHONE NUMBER _____

_____ FAX NUMBER

_____ E-MAIL

after this called the “Tenderer”.

FT-1 Contract Documents

1.1 The Contract Documents for Contract Number Contract #T-2026-42 are:

- a) Tender
 - i) Part I - Tender Call
 - ii) Part II - Tender Conditions
 - iii) Part III - Form of Tender
- b) Form of Agreement
- c) OPS General Conditions
- d) OPS Standard Specifications and Standard Drawings
- e) Special Provisions – General and Item Specific
- f) All Addenda issued pertaining to the Contract as acknowledged below:
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___

FT-2 Tenderer’s Declarations

- 2.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of tendering.

2.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

FT-3 Tenderer's Offer

3.1 The Tenderer offers to do the work in accordance with the Contract Documents.

3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

3.3 The Total Tender Price, based on the estimated quantities in the Schedule of Prices, is:

_____ DOLLARS

(\$ _____)

FT-4 Schedule of Prices

4.1 The Schedule of Prices attached is Section FT-4.2 of the Tender.

This offer is made this _____ day of _____, 20 _____

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

Signature of Tenderer
(Corporate Seal if required by TC-1)

Signature of Tenderer
(Second Signature if required by TC-1)

Print Name of Tenderer(s)

FT-4.2 SCHEDULE OF PRICES

Section 1 – General Work

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part A – General Work						
1.	SP2	Mobilization & Demobilization	1	LS		
2.	SP3	Traffic Control	1	LS		
Provisional Items:						
3.	SP4	Remove, Salvage & Reinstall Mailboxes	1	each		
4.	SP4	Remove, Salvage & Reinstall Street Signs	1	each		
Sub Total Price – Section 1 Part A						\$

Section 2 – Surface Treatment

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part A – North Shore Road (From Muskoka Road 24 to 1452 North Shore Road) 4.64km						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	30,160	m ²		
2.	SP6	Granular "A" Padding (150 mm)	10,858	tonne		
3.	SP8	HF-150S Binder	95,004	kg		
4.	SP8	Class 2 Aggregate	1,116	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	610	m ²		
6.	SP11	Driveway Restoration – Asphalt Driveways	25	m ²		
Provisional Items:						
7.	SP12	Magnesium Chloride	13	tonne		
Sub Total Price – Section 2 Part A						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part B – Sandwood Road (From North Shore Road to 1189 Sandwood Road) 1.68km						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	10,080	m ²		
2.	SP6	Granular "A" Padding (150 mm)	3,629	tonne		
3.	SP8	HF-150S Binder	31,752	kg		
4.	SP8	Class 2 Aggregate	373	tonne		

5.	SP10	Driveway Restoration – Gravel Driveways	685	m ²		
Provisional Items:						
6.	SP12	Magnesium Chloride	5	tonne		
Sub Total Price – Section 2 Part B						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part C – McLeod Road (From Muskoka Road 7 to Muskoka Road 7) 0.5km						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	3,000	m ²		
2.	SP6	Granular “A” Padding (150 mm)	1,080	tonne		
3.	SP8	HF-150S Binder	9,450	kg		
4.	SP8	Class 2 Aggregate	111	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	70	m ²		
Provisional Items:						
6.	SP12	Magnesium Chloride	2	tonne		
Sub Total Price – Section 2 Part C						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part D – Hallets Road (From Muskoka Road 169 to 1000 Kendon Road) 0.99km						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	5,490	m ²		
2.	SP6	Granular “A” Padding (150 mm)	2,138	tonne		
3.	SP8	HF-150S Binder	18,711	kg		
4.	SP8	Class 2 Aggregate	220	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	585	m ²		
Provisional Items:						
6.	SP12	Magnesium Chloride	3	tonne		
Sub Total Price – Section 2 Part D						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part E – Kendon Road (From 1000 Kendon Road to End (1157 Kendon Road)) 1.6km						

1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	9,600	m ²		
2.	SP6	Granular "A" Padding (150 mm)	3,456	tonne		
3.	SP8	HF-150S Binder	30,240	kg		
4.	SP8	Class 2 Aggregate	490	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	850	m ²		
Provisional Items:						
6.	SP12	Magnesium Chloride	4	tonne		
Sub Total Price – Section 2 Part E						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part F – Juddhaven Road (From Bluff Road to End (Fair-Lee Park Road/Islander Rd)) 2.12km						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	12,720	m ²		
2.	SP6	Granular "A" Padding (150 mm)	4,579	tonne		
3.	SP8	HF-150S Binder	40,068	kg		
4.	SP8	Class 2 Aggregate	471	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	560	m ²		
Provisional Items:						
6.	SP12	Magnesium Chloride	6	tonne		
Sub Total Price – Section 2 Part F						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part G – Medora Lake Road (From Muskoka Road 169 to Muskoka Road 169) 2.54km						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	15,240	m ²		
2.	SP6	Granular "A" Padding (150 mm)	5,486	tonne		
3.	SP8	HF-150S Binder	48,006	kg		
4.	SP8	Class 2 Aggregate	564	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	410	m ²		
Provisional Items:						
6.	SP12	Magnesium Chloride	7	tonne		

Sub Total Price – Section 2 Part G	\$
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Section 3 – Hot Mix Asphalt

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part A – Juddhaven Road (From Morinus Road to Bluff Road) 2.02km						
Roadwork Items						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	13,130	m ²		
2.	SP6	Granular 'A' Padding (50mm)	1600	tonne		
3.	SP7	Hot Mix Asphalt – HL-4 Surface Course (Average Width 6.5m) (50mm)	13,130	m ²		
4.	SP9	Granular Shoulder and Rounding (Final Lift 50mm at min. 1.0m wide plus rounding)	500	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	560	m ²		
Sub Total Price – Section 3 Part A						\$

Section 4 –Hot Mix Asphalt on Paved Hills

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part A – North Shore Road (From 1464 North Shore Road to 1492 North Shore Road and From 1504 North Shore Road to End) 240 m						
Roadwork Items						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	1,200	m ²		
2.	SP6	Granular 'A' Padding (50mm)	173	tonne		
3.	SP7	Hot Mix Asphalt – HL-4 Surface Course (Average Width 5.5m) (50mm)	1,320	m ²		
4.	SP9	Granular Shoulder and Rounding (Final Lift 50mm at min. 0.5m wide plus rounding)	35	tonne		
5.	SP10	Driveway Restoration – Gravel Driveways	80	m ²		
6.	SP13	Asphalt Gutter	480	m		
Sub Total Price – Section 4 Part A						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
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Part B – McLeod Road (From McLeod Road to Beginning of Gravel Portion of Road) 200 m						
Roadwork Items						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	800	m ²		
2.	SP6	Granular 'A' Padding (50mm)	145	tonne		
3.	SP7	Hot Mix Asphalt – HL-4 Surface Course (Average Width 4.5m) (50mm)	900	m ²		
4.	SP9	Granular Shoulder and Rounding (Final Lift 50mm at min. 0.5m wide plus rounding)	30	tonne		
5.	SP13	Asphalt Gutter	400	m		
Sub Total Price – Section 4 Part B						\$

Item	Spec.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
Part C – Rosseau Lake Road 3 (280 m From HWY 141 to 430 m From HWY 141) 150 m						
Roadwork Items						
1.	SP5	Pulverize Existing Bituminous Surface (150 mm Depth)	750	m ²		
2.	SP6	Granular 'A' Padding (50mm)	108	tonne		
3.	SP7	Hot Mix Asphalt – HL-4 Surface Course (Average Width 5.5m) (50mm)	825	m ²		
4.	SP9	Granular Shoulder and Rounding (Final Lift 50mm at min. 0.5m wide plus rounding)	22	tonne		
5.	SP13	Asphalt Gutter	300	m		
Sub Total Price – Section 4 Part C						\$

Total Tender Price (Transfer Amount to FT-3.3 of the Tender)	
Tenderer's HST Registration Number:	

4.3 All prices to be shown excluding HST.

4.4 It is understood that the estimated quantities in the foregoing schedule are solely for

the purpose of facilitating the comparison of bids and the Tenderer's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less shown herein.

4.5 The quantities shown in this Tender are an estimate only and are not a guarantee of amount of material to be supplied under this contract. The Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price.

4.6 The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price, and the total item amount from Section FT-4.2 and the Total Tender Price in Section FT-3.3 and FT-4.2 shall be corrected accordingly.

FT-5 List of Subcontractors

Each bidder shall provide a list of sub-contractors and the type of work expected they are expected to be used for. The Township of Muskoka Lakes reserves the right to approve all proposed sub-contractors.

<u>Sub-Trade</u>	<u>Sub-Contractor</u>	<u>Percentage of Contract</u>

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FT-6 References

Each bidder shall provide a list of references for whom they have completed similar scopes of work for within the past five (5) years

REFERENCE #1	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

REFERENCE #2	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

REFERENCE #3	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	

<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

SECTION B

FORM OF AGREEMENT

TOWNSHIP OF MUSKOKA LAKES

FORM OF AGREEMENT

This Form of Agreement witnesses that a Contract was made as of the _____ day of _____, 20____.

BETWEEN:

(after this called the “Contractor”)

AND:

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

(after this called the “Owner”)

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

EA-1 The Contractor shall perform the following work:

Contract Number Contract Number T-2026-42

Described as 2026 Road Resurfacing Program

FA-2 The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender.

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

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

IN WITNESS WHEREOF the Contractor and the Owner have executed, in the manner required by law, this Form of Agreement.

Signature *Date*

Contractor
(Corporate Seal if required by TC-1)

Signature *Date*

Director of Operational Services
The Township of Muskoka Lakes

Signature *Date*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Witness
(Only if required by TC-1)

SECTION C

MODIFIED OPS GENERAL CONDITIONS OF CONTRACT

Amendments to the General Conditions

Section GC1.04 of the General Conditions Definitions

Amended by adding the following:

"Measured Quantity" means that quantity within the approved Limits of the Works, measured in the field.

Section GC2.01 of the General Conditions, Reliance on Contract Documents

Amended by adding the following:

- .03 a) The Geotechnical Report(s) which may be available from the Engineer only as specified in Section 1.8: Bidder Examination of the "Instructions to Bidders" shall not form part of the Contract Documents.
- b) It is to be clearly understood that the information contained in the Geotechnical Report(s) was accumulated for design purposes only and any interpretation placed on it by the Bidder or Contractor is solely the responsibility of the Bidder or Contractor.

Section GC2.02 of the General Conditions, Order of Precedence

Amended by deleting paragraph .01 and replacing it with the following:

- .01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
 - 1. Agreement
 - 2. Addendum(s) (if any)
 - 3. Special Provisions
 - 4. Contract Drawings
 - 5. Instructions to Bidders
 - 6. General Conditions Supplementary
 - 7. Standard Specifications
 - 8. Tender
 - 9. General Conditions
 - 10. Working Drawings

Latter dates shall govern within each of the above categories of documents.

Section GC3.06 Extension of Contract Time

Amended by adding the following:

- .02 e) A force majeure event as described in Instructions to Bidders, Section 1.25.

Section GC3.07 Delays

Amended by adding the following:

- .05 Notwithstanding Section 3.07.01, the Owner shall not be liable for delay costs associated with a force majeure event as described in Instructions to Bidders, Section 1.25.

Section GC3.09 of the General Conditions, Subcontracting by the Contractor

Amended by the addition of the following:

- .07 The Contractor shall submit a list of proposed subcontractors, showing the value of the work to be sublet to each. The value of the work sublet shall not exceed 50% of the total work.

Section GC7.03 of the General Conditions, Working Area

Amended by the addition of the following:

- .06 Materials and/or Equipment shall **not** be stored within 3 metres of the travelled portion of any roadway.
- .07 Notwithstanding the foregoing, the Contractor shall, at their own expenses, remove any equipment or material which in the Engineer's opinion, constitutes a traffic hazard.
- .08 The storage of materials and equipment on-site is limited and subject to the Owner's approval. The Contractor shall allow for off-site storage in their tendered price.

Section GC7.06 of the General Conditions, Maintaining Roadways and Detours

Amended by deleting paragraph .05 and replacing it with the following:

- .05 The Contractor will bear the cost of maintaining, in a satisfactory condition for traffic in both directions, a road through the working area. Provisions shall be made at ALL times for local traffic. Clear, unobstructed entrances shall be maintained to all private dwellings and all side streets.

Section GC7.16 of the General Conditions, Warranty

Amended by deleting paragraph .02 and replacing it with the following:

- .02 The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of 12 months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of 12 months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may be specified for certain materials or Work, remain in such condition as will meet the approval of the Engineer, and that the Contractor will upon being required by the Engineer, make good in permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Engineer is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Engineer, the

Engineer may, after giving the Contractor 24 hours written notice perform the necessary work, and the cost thereof may be deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Engineer notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

Section GC8.01.01 of the General Conditions, Quantities
Amended by the addition of the following:

- .04 The Contract Administrator, Contractor or the Owner may dispute the quantity that is specified for payment on a plan quantity basis. Where there is a dispute, this shall be supported by calculations, drawings, and any other evidence indicating why the plan quantity is believed to be in error. If the plan quantity is found to be in error, payment will be made in accordance with the adjusted plan quantity.

Section GC8.01.02 of the General Conditions, Variations in Tender Quantities
Amended by the addition of the following:

- .02 Tender Items noted as "provisional" can be deleted, used in part or exceed the estimated quantity with payment based on the final measurement and tendered unit prices. The owner will not accept any claim for monies lost by the Contractor due to the above for any reason.

Section GC8.02.04.01 of the General Conditions, Progress Payment
Amended by deleting paragraph .02 h) and replacing it with the following:

- .02 h) In support of the Proper Invoice, except the first Proper Invoice, the Contractor shall submit to the Contract Administrator, a Statutory Declaration regarding Payment of Accounts in a form acceptable to the Owner, signed by an authorized signing officer of the Contractor stating that all workers employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the monthly estimate relating to the last monthly statement previously submitted have been discharged. The Owner may issue a Notice of Non-Payment if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.

Section GC8.02.04.01 of the General Conditions, Progress Payment
Amended by adding the following:

- .05 Payment of a Proper Invoice submitted by the Contractor shall not bind the Owner in his evaluation of the Works completed.

- .06 Up to fifteen percent (15%) of the value of contract items requiring testing or as-built information may be retained as a Testing/As-Built Holdback to ensure the quality of the work. This holdback will be deducted from the value of work certified on each progress payment at the discretion of the Contract Administrator.
The Contract Administrator may apply the Testing/As-Built Holdback if, in their opinion, required testing is not being completed in a timely manner, if work has proceeded without the necessary testing, or if as-built information has not been properly collected and recorded or is unavailable for the Contract Administrator to review upon request. The Testing/As-Built Holdback will be released in a subsequent Proper Invoice once all required testing has been satisfactorily completed, inspections have been carried out, as-built documents have been provided and the Engineer has approved the work. The Contractor must have up to date as-built drawings available on-site for the Contract Administrator's review upon their request at all times.
- .07 Ten percent (10%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Statutory Holdback in accordance with the Construction Act.
- .08 Prior to Substantial Performance an additional two and one-half percent (2.5%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Warranty Holdback. Upon application by the Contractor, contract items may be removed from the aggregate value of work complete for which the warranty holdback applies.
- .09 The warranty holdback shall be paid to the Contractor at the expiration of the Warranty Period and upon issuance of the Final Acceptance Certificate.

Section GC8.02.04.04 of the General Conditions, Certificate of Substantial Performance of Work Amended by adding the following:

- .07 The Work will be deemed to be substantially performed when:
- a) the Work to be performed under the Contract or a substantial part thereof is ready for use or is being used for the purpose intended;
 - b) the Work to be performed under the Contract is capable of completion or, where there is a known defect, the cost of correction is not more than;
 - 3% of the first \$1,000,000 of the Contract price,
 - 2% of the next \$1,000,000 of the Contract price, and
 - 1% of the balance of the Contract price.
 - c) The Contract Administrator has verified the works have satisfactorily passed the required inspection and testing and has verified the Contract has been substantially performed.
- .08 For the purposes of this Contract, where the Work or a substantial part thereof is ready

for use or is being used for the purposes intended and the remainder of the Work cannot be completed expeditiously, for reasons beyond the control of the Contractor or, where the Owner and the Contractor agree not to complete the Work expeditiously, the price of the services or materials remaining to be supplied and required to complete the Work shall be deducted from the Contract price in determining Substantial Performance.

- .09 In accordance with the Construction Act, a 10% Finishing Holdback will be captured for works completed after the issuance of the Certificate of Substantial Performance. The Finishing Holdback will be released upon the issuance of the Completion Certificate by the Contract Administrator, in accordance with the Construction Act.

Section GC 8.02.04.05.01 of the General Conditions, Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

Amended by the addition of the following:

- e) A document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the Contract, qualified by stated exceptions such as holdback monies.

Section GC 8.02.04.07.01 of the General Conditions, Completion Payment and Completion Statutory Holdback Release Payment Certificates

Amended by the addition of the following:

- d) A document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the Contract, qualified by stated exceptions such as holdback monies.

Section GC 8.02.05.05 of the General Conditions, Payment for Material

Amended by deleting paragraph .01 and replacing it with the following:

- .01 The Owner will pay the Contractor for Material used on each Time and Material project at 105% of the cost of the Material.

Section GC 8.02.05.06.01 of the General Conditions, Payment for Equipment - Working Time

Amended by deleting paragraphs .01, .02 and .03 and replace with the following:

- .02 The Owner will pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material at 105% of the invoice price approved by the Contract Administrator up to a maximum of the 127 Rate. This constraint will be waived when the Contractor Administrator approves the invoice price prior to the use of the Rented Equipment.

- .03 The Owner will pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material at 105% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the equipment on the Work on a Time and Material Basis.

Section GC 8.02.05.08 of the General Conditions, Payment for Work by Subcontractors
Amended by deleting paragraph .01 and replacing it with the following:

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner will pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a 5% mark-up.

Section GC8.02.06 of the General Conditions, Final Acceptance Certificate
Amended by the addition of the following:

- .03 No certificate other than the Final Acceptance Certificate shall be deemed to imply approval of any part of the Work or of the Contractor's due performance of the Contract or any part thereof; and
- .04 The Warranty Holdback Release and Final Acceptance Certificate shall not be issued until The Contractor issues a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the Contract.

Section GC8.02.08 of the General Conditions, Taxes
Amended by the addition of the following:

- .06 Tariffs shall be treated as a tax.

Payments

Payments shall be made in accordance with the Construction Act.

Night, Weekend & Holiday Work

Working hours are to be in accordance with relevant Municipal By-Laws. No night work will be permitted except in the case of an emergency and then only with the written permission of the Engineer and to such extent as they deem necessary. However, the Engineer reserves the right to order any work under this Contract to be undertaken at night and the Contractor shall comply with such an order and shall carry out all night work with adequate illumination and with due respect for the noise restrictions requested by local residents or authorities having jurisdiction consistent with the faithful performance of the work.

Night shall be defined as that time after sunset and before sunrise.

No Sunday work will be permitted except in the case of emergency and then only with written permission of the Engineer and to such extent, as they deem necessary.

Except in cases of emergency and then only with the consent in writing of the Engineer, the Contractor shall not work on any Saturday or Statutory Holiday. In the case the Contractor

desires to work on a Saturday or Statutory Holiday he shall request in writing the permission of the Engineer. This request shall be at least four (4) days in advance of such holiday stating those places where such work will be conducted. In case the Contractor fails to give such notice in advance, no work within the terms of the Contract shall be done on such Saturday or Statutory Holiday. The Contractor is responsible for obtaining approval from authorities having jurisdiction over local noise bylaws for such work.

The above provisions shall not apply to any maintenance operations, which the Contractor is required to perform under this Contract or as required by the Engineer at any time including Nights, Saturdays, Sundays and Statutory Holidays.

Prior to moving off the job before each weekend, Public Holiday or any other non-working day, the Contractor shall erect all signs, barricades and lights so that they will remain in place during the period of absence. The roadway shall be graded to provide a smooth travelling surface and water and calcium chloride added where necessary or as directed by the Engineer.

The Contractor shall provide the Engineer with the name and telephone number of their project superintendent or other reliable supervisor who can be contacted during the Contractor's absence from the job. Such person shall be responsible for inspecting the job periodically during the Contractor's absence and shall check all signs, barricades and lights and repair the roadway surface as required. No additional payment will be made for this work.

Defective Work

The Contractor shall, at any time when so required by the Engineer, during construction or during the warranty period, make such openings, and to such extent through any part of the Work as the Engineer may direct, which he shall forthwith make good again to the satisfaction of the Engineer. Should the work so opened be found in the opinion of the Engineer, faulty in any respect, the whole of the expense, including the cost of inspection, shall be borne by the Contractor, but if the work so opened up be found in perfect condition, the said expense shall be borne by the Owner.

All defective work or materials discovered by these or any other means must be forthwith wholly removed, and made good by the Contractor, to the satisfaction of the Engineer and the whole cost of such renewal, including the cost of materials, labour, and inspection shall be borne by the Contractor. Should the Contractor refuse to make such renewals as are ordered by the Engineer, then the Engineer will proceed with the work in any manner they may deem fit. The cost of such work shall be paid by the Contractor or deducted from any monies due, or if necessary, deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner.

Site Meetings

The Contractor shall attend a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the contract site or as directed by the Contract Administrator to discuss the progress of the Work and co-ordinate the work of utilities. The Contractor's Superintendent shall attend this meeting. Minutes of Meetings shall be recorded and shall be binding on both parties

to the Contract.

Labour Conditions & Fair Wages

Labour Conditions and Fair Wages are to be in accordance with the current schedule.

Workplace Safety & Insurance Board Clearance Certificate

The Contractor shall provide the Engineer with a copy of the Workplace Safety and Insurance Board Clearance Certificate indicating the Contractor's good standing with the Board:

- Immediately prior to the Owner authorizing the Contractor to commence any Work.
- In support of a Proper Invoice.
- Prior to the issuance of the Certificate of Substantial Performance.
- Prior to the expiration of the Warranty Period.
- At any other time when requested by the Engineer.

Siltation & Erosion Control Measures

The Contractor shall install siltation and erosion control measures in accordance with OPSS.MUNI.805 as required and as directed by the Engineer, prior to the start of any Work. All siltation and erosion control measures shall be inspected and maintained for the duration of the Contract.

SECTION D

OPS STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

ONTARIO PROVINCIAL STANDARDS

STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

SS-1 OPS Standard Drawings and Specifications

- 1.1 The Contractor acknowledges that certain standard drawings and specifications, which are provisions of this Contract, have *not* been reproduced for inclusion in the Contract Documents.
- 1.2 The Contractor acknowledges that the standard drawings and specifications referred to in the Contract Documents are the Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario.

The Contractor shall obtain its own copy of the standard drawings and specifications.

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

- 1.3 The Ontario Provincial Standard Drawings (OPSD) which are provisions of this Contract include, but are not limited to:

OPSD	Rev No	OPSD	Rev No	OPSD	Rev No
200.010	3	205.060	4	206.010	3

- 1.4 The Ontario Provincial Standard Specifications (OPSS) which are provisions of this Contract include, but not limited to:

OPSS	Rev. Date	Description
OPSS.MUNI 100	Apr. 2023	General Conditions of Contract
OPSS.MUNI 127	Apr. 2025	Schedule of Rental Rates for Construction Equipment
OPSS.MUNI 206	Apr. 2019	Construction Specification for Grading
OPSS.MUNI 301	Nov. 2018	Construction Specification for Restoring Unpaved Roadway Surfaces
OPSS.MUNI 304	Apr. 2025	Construction Specification for Single and Double Surface Treatment
OPSS.MUNI 310	Nov. 2017	Construction Specification for Hot Mix Asphalt

OPSS.MUNI 312	Nov. 2016	Construction Specification for Asphalt Curb and Asphalt Gutter Systems
OPSS.MUNI 491	Nov. 2017	Construction Specification for Preservation, Protection and Reconstruction of Existing
OPSS.MUNI 501	Nov. 2017	Compacting
OPSS.MUNI 506	Nov. 2018	Dust Suppressants
OPSS.MUNI 801	Apr. 2018	Protection of Trees
OPSS.MUNI 805	Nov. 2021	Construction Specification for Temporary Erosion and Settlement Control Measures
OPSS.MUNI 1010	Apr. 2025	Material Specification for Aggregates – Base, Subbase, Select Subgrade and Backfill Material
OPSS.MUNI 1150	Nov. 2020	Material Specification for Hot Mix Asphalt (HMA)

SECTION E

SPECIAL PROVISIONS -

GENERAL

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS - GENERAL

Special Provisions - General are non-technical specifications, which can amend or extend the OPS General Conditions contained in Section C of the Tender documents. Special Provisions - General do not relate to any one specific tender item, but apply to either a number of tender items or the contract as a whole.

Special Provisions - General rank third (c) in the order of precedence, GC2.02. If a conflict exists between the Special Provisions - General and the Special Provisions - Item Specific, the Special Provisions - General shall take precedence.

The Contractor acknowledges that the Special Provisions - General as produced by the Township of Muskoka Lakes and listed herein are provisions of this Contract.

Clause No.	Special Provisions - General	Pages
SP-E-1	Special Provisions - General	E-1 to E-10

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – GENERAL

No. SP-E-1

1.0 General Work

SP1 GENERAL WORK

The Contractor shall perform all the general work covered by the following specifications. These specifications are based on Ontario Provincial Standards Specifications (OPSS) and Ontario Provisional Standards Specifications Municipal (OPSS.MUNI). The Ontario Provincial Standards, Standard Specifications, Special Specifications and the following Special Provisions shall apply to this Contract. Where OPSS Specification numbers are referenced OPSS.MUNI shall take precedence.

SP1.1 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Contract Administrator for their approval a copy of their detailed planned schedule of work, showing clearly that the work will be completed within the stipulated time. No work shall commence on the Contract until the Contract Administrator has approved the schedule of work.

When the proposed or updated schedule is deemed unacceptable by the Contract Administrator, the Contractor shall make requested corrections; resubmit within three (3) working days. The schedule of work shall indicate proposed progress in 1-week periods for at least the following work as applicable:

- mobilization;
 - asphalt pulverizing;
 - excavation and grading;
 - Granular A; and
 - surface course asphalt.
- Schedules shall also identify:
- critical path network;
 - shop drawing submittals and applicable review time;
 - additional and/or extra work (as applicable);

- items that have an extended manufacturing and/or delivery time (ie, lead time for equipment, deliveries, materials, etc.) and when final acceptance is required by the Contract Administrator to maintain the applicable schedule;
- construction constraints; and
- contract milestone and completion dates.

If the Contractor fails to complete the work (or a particular component of the work) in accordance with the approved schedule and this failure is anticipated to extend the duration of construction and/or jeopardize the milestone completion dates (ie, Substantial Performance and/or Completion), the Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct non-performance and return to acceptable current progress schedule. Actions by the Contractor to complete the work within specified Contract Times (or milestones completion dates) will not be justification for adjustment to Contract Price or Contract Times.

Owner may order Contractor to increase plant, equipment, labour force, or working hours if the Contractor fails to:

- Complete a milestone activity by its completion date;
- Achieve Substantial Performance and/or Completion within the stipulated dates or Contract Times; or
- Satisfactorily execute work as necessary to prevent delay to overall completion of project.

If required, the additional effort shall be completed at no additional cost to Owner or Contract.

SP1.2 Site Meetings

The Contractor shall attend, as a minimum, a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the project site or as directed by the Contract Administrator to discuss the progress of the work and co-ordinate the work of utilities. The Contractor's project manager, superintendent and other support staff (as deemed appropriate) shall attend this meeting. Minutes of meetings shall be recorded (in writing and/or digitally recorded) and shall be binding on both parties to the Contract.

SP1.3 Performance Bond & Labour and Materials Payment Bond

The Contractor shall provide bonds in accordance with the Instructions to Bidders.

SP1.4 General Liability & Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Contract Administrator, prior to commencing the work and as otherwise requested.

SP1.5 Shop Drawing Review

The Contractor shall not mobilize any equipment or materials to the site until all required shop drawings have been submitted and accepted by the Contract Administrator, unless otherwise approved by the Contract Administrator. Shop drawings marked “Revise and Re-Submit” by the Contract Administrator are not accepted.

SP1.6 Permits & Fees

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees unless otherwise stipulated in the Contract package.

SP1.7 Survey Monuments

The Contractor shall, within reason, protect and maintain all survey monuments, control points or benchmarks within or adjacent to the limits of the project. If survey monuments, control points or benchmarks are disturbed, removed or buried due to negligence, the Contractor shall be responsible for the replacement. Any survey monuments which require replacement shall be replaced by a qualified Ontario Land Surveyor, as designated by the Owner.

If, in the opinion of the Contract Administrator, survey monuments, control points and/or benchmarks must be removed in order to construct the works, then the Contractor will not be held responsible for the replacement cost.

SP1.8 Pedestrian Access & Safety

Pedestrian traffic shall be maintained to all properties within and adjacent to the Contract limits throughout the duration of construction. The Contractor shall supply and place necessary means to provide safe access for pedestrians to residences, businesses, commercial properties and other locations as requested by the Contract Administrator.

SP1.9 Freezing Conditions

No additional payment will be made to adjust the construction methodology or supply of material as required to complete the work in accordance with the applicable specifications during freezing and/or cold weather conditions.

Concrete placed in cold weather shall be completed in accordance with OPSS.MUNI 904. There also will be no additional payment for the removal of snow within the limits of the project, as required to complete the work and provide access to all properties.

SP1.10 Timing of Asphalt Placement

If the Contractor is unable to fulfil the contractual obligations for Substantial Performance, the Contractor must reinstate all disturbed ‘hard’ surfaces with binder course asphalt prior to the winter season and remove and dispose of the temporary asphalt in the spring at no additional cost to the Contract. This shall include restoration of all disturbed sidewalk, boulevard and driveways, including temporary measures if necessary. Where surface asphalt is not placed, the

Contractor shall provide asphalt ramping (min. 50 mm depth of the specified Binder Course Asphalt) along the edge of the concrete curb and gutter to protect the curb from damage over the winter season. Asphalt ramping shall be removed prior to the placement of surface course asphalt at no additional cost to the Contract.

SP1.11 Materials Supplied by the Contractor

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner.

All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from any site unless specifically approved and tested by the Contract Administrator.

SP1.12 Testing of Material

The Contractor shall assist the Contract Administrators representative in acquiring granular samples from the source site, or as otherwise requested. The Contractor shall submit the mix designs of concrete and asphalt in accordance with the applicable special provision for approval by the Contract Administrator.

No material shall be placed until approved.

Routine tests on materials will be carried out by the Contract Administrator at no cost to the Contractor. When routine tests indicate materials do not meet specification the Contract Administrator will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the specifications. Such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Contract Administrator. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

SP1.13 Layout Work

The Contract Administrator shall provide the benchmark elevations and horizontal alignment for the Contractor.

The Contractor shall be responsible for the detailed layout of the work in accordance with the Contract Drawings.

The Contract Administrator shall be notified 48 hours in advance of any layout work carried out and shall be given the opportunity to check layout work if they so desire. Checking of layout or failure to do so on the part of the Contract Administrator in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP1.14 Assistance with Third-Party Review

The Contractor shall aid and/or assist the Contract Administrator and/or Municipality in their review of the work and/or the collection of as-built information, in accordance with the items detailed below:

- The collection of pipe inverts or obverts, road, boulevard or driveway grades (subgrade, subbase, asphalt, etc.), string line and/or form work grades in support of concrete works, structure grades, finish grade elevations, swing tie information, compaction results, material samples, etc.
- The review of all layout, including infrastructure, structures, curb depression locations, catch basin alignment (versus proposed gutter line), etc.
- The Contractor shall layout and install survey stakes within the project limits. As a minimum, this shall include layout stakes at 20 m intervals (matching the stations indicated on the drawings) and at key stations (high points, low points, vertical/horizontal bends, etc.). Stakes to be installed (and reinstalled as required) to facilitate the review of layout and accuracy of installation, especially during road, curb and sidewalk construction.
- The Contractor shall also schedule their work in a manner that provides the Contract Administrator and/or Municipality with sufficient time to review layout and/or confirm the accuracy of their work.

SP1.15 Existing Utilities, Watermains & Sewers

The Contractor's attention is drawn to the presence of underground and overhead utilities, sewers and watermain in the area of the Contract. The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- The Contractor shall be aware of existing infrastructure and utilize equipment and methodologies to complete the work that do not constitute a hazard, disruption to services, or safety violation under the Occupational Health and Safety Act. The Contractor shall be responsible for all costs and coordination efforts associated with locating utilities and shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and watermains including existing service connections. This shall include excavation of inspection holes if necessary.
- The Contractor must exercise necessary care in construction operations to safeguard utilities, watermains and sewers from damage in accordance with the applicable guidelines, regulations and utility agency requirements. The Contractor will be liable for all damage to same occurring within or outside the Contract limits caused by their operations.
- The Contractor shall excavate with care and take measures to protect all existing infrastructure/surface features that are not deemed to be removed as part of the Contract.
- The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.

- If all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the work, the Contractor will be required to co-operate with the utility companies and work around the utilities so that the existing services are protected until such time as such relocations are completed.
- If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Contract Administrator, during the work the Contractor shall co-operate with the Owner's forces or the utility company to allow them the opportunity to make the necessary alterations to their plant.
- It shall be the Contractor's responsibility to contact all utility companies regarding their scheduling of work.
- The Contractor shall be responsible to arrange for support of existing hydro poles, telephone poles, light standards and/or traffic signal poles if required during construction, with the respective utility provider.

SP1.16 Specifications

OPSS.MUNI 491

TSSA 'Guideline for Excavation in the Vicinity of Utility Lines'

Enbridge 'Third Party Requirements in the Vicinity of Natural Gas Facilities'

SP1.17 Site Maintenance

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- Site maintenance of the driving and walking surfaces to ensure roads, boulevards and driveways are safe for traffic and pedestrians, including the supply, placement, compaction, maintenance, removal of temporary granular material, snow removal and the application of de-icing agents, as required.
- Temporary grading, including the installation of swales or other measures to control surface water.
- Preventative measures to help avoid damage and erosion during rain events.
- Dust control, including the placement of magnesium chloride and/or water. As a minimum, the Contractor shall sweep all hard surfaces within and adjacent to the construction zone and apply water and magnesium chloride throughout the site at the end of each working day.
- Maintenance and repairs to the site and all adjacent areas impacted by construction (i.e. haul routes, etc.) following rain events, including, but not limited to the removal of standing water (ponding), saturated material, sediment, etc. and the repair of washouts, erosion and other damage as required.
- Measures to prevent and/or the removal of mud tracking.
- Install and maintain siltation and erosion control measures to prevent material migration for the duration of the Contract.

- The Contractor shall designate a representative who will be responsible for monitoring the construction zone when workers/crews are not present (i.e. on evenings, weekends, holidays and other non-working days) on an as-needed basis. The representative shall be considered ‘on-call’ and be available in case of emergency.
- The scope of work shall be provided within the limits of construction and the adjacent streets. It shall be provided at all times (working and non-working hours), including evenings, weekends, holidays and other non-working days.
- If, in the opinion of the Contract Administrator or the Municipality, the Contractor is not providing a sufficient level of site maintenance, they may direct the Contractor to take additional measures at no additional cost to the Contract. If the Contractor does not address the concern within 12 hours of notification, the Municipality reserves the right to utilize their own crews (or retain another Contractor) to take corrective measures and back charge the Contractor of the costs accordingly.

Specifications

OPSS.MUNI 206 and 805

SP1.18 Disposal of Materials

The Contractor shall dispose of all waste and/or surplus materials in a disposal area selected by the Contractor in accordance with the Ontario Ministry of the Environment, Conservation and Park (MECP), Ontario Regulation (O.Reg.) 406/19 “On-Site and Excess Soil Management” and the OPSS.MUNI 180, including the requirements for property owner release. The disposal area shall be located off the Municipal right-of-way. The Contractor shall be responsible for all work and costs involved in disposing the waste and or surplus material including trucking, access roads, levelling, and all haulage and/or tipping fees applicable.

SP1.19 Notification for Road Closures

Where applicable, the Contractor shall apply for road closures at least 15 working days prior to the implementation of the closure. Applications for road closures shall include a Traffic Control Plan outlining the detour routes and the signage, as per Ontario Traffic Manual Book 7.

Advance warning signs for detours shall be posted a minimum of 7 calendar days prior to the closure. Signs shall be black lettering on an orange background. The Contractor is responsible for notifying all applicable agencies (MTO, County, Emergency Services, School Boards, etc.)

SP1.20 Road Occupancy Permits

Prior to any work being undertaken, the Contractor shall obtain and pay for road occupancy permits from the appropriate municipality or regional authority. The permits obtained shall be taken out in the name of the Contractor.

SP1.21 Driveways & Entrances

Access to all driveways and entrances shall be maintained within and adjacent to the Contract

limits throughout the duration of construction. This shall include the supply, placement, compaction, maintenance and removal of temporary granular material as required.

In the event access cannot be maintained for a short duration, less than eight (8) hours, the Contractor shall obtain approval from the Contract Administrator. When permission is granted, the Contractor shall notify the residents and/or businesses in writing that access to their respective driveways or entrances will be affected and/or restricted by the construction works.

A minimum of twenty-four (24) hours' notice is to be provided in such instances. All notices to the public shall be submitted to the Contract Administrator for approval, prior to distribution.

Unless approved by the Contract Administrator, access to driveways and entrances shall be maintained every evening. Access to all driveways and entrances shall be maintained throughout all weekends and holidays, unless otherwise approved by the Contract Administrator.

SP1.22 Fencing & Barricades

Snow fence or barricades shall be erected in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA). No separate payment will be made for fencing or barricades but shall be part of the general work of the Contract.

If the Contractor refuses to comply with the request from the Contract Administrator to install the snow fence or barricades as requested, the Owner reserves the right to install the fence or barricades while applying the costs against the Contractor's next payment.

SP1.23 Existing Residential Garbage, Recycling and Green Bin Collection

During construction the Contractor shall co-ordinate with the applicable garbage, recycling and green bin collection agencies, residents, business owners, etc., to ensure garbage, recycling and green bin containers are transferred from lots to a suitable location for pick-up and returned to each owner accordingly.

SP1.24 Existing Canada Post Mail Service

During construction, the Contractor shall co-ordinate with Canada Post, residents, business owners, etc. to ensure mail service is maintained during construction or a suitable alternative is provided (as determined by Canada Post).

SP1.25 Tree Protection

The Contractor shall provide a reasonable degree of protection to all existing trees within the Limit of Construction in accordance with OPSS.MUNI 801.

The Contractor shall be aware of and abide by the *Migratory Birds Convention Act* and *Species at Risk Act* as it relates to harming migratory birds or destroying their habitat.

The Contractor shall notify the Contract Administrator when infrastructure is located within the existing tree canopies and at the Contract Administrator's discretion, the proposed infrastructure may be relocated to avoid damage to the root system at no additional cost to the Contract.

Roots exposed during construction shall be cut flush with clean cutting tools that have been approved by the Contract Administrator. Exposed surface roots shall be covered with moist topsoil as soon as possible after they are exposed.

SP1.26 As-Built Drawings

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- Provide red line revisions showing the as-built information on a set of "Issued for Construction" drawings.
- Urban road information to include: final elevations along the road cross sections (centreline, edge of asphalt at 20 m stations, high points, low points and throughout all intersections. Information shall be collected using GPS to confirm horizontal and vertical alignment.
- The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Contract Administrator at any time. The drawings and information shall be reviewed with every progress claim.
- Drawings shall be signed by the author and shall be provided in both hard copy and digital format, as required to provide the required information.

Measurement & Payment

No measurement of quantities will be made for the general work. No direct payment will be made for any of this general work. The Contractor shall allow in the unit prices bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the contract.

Payments shall be made in accordance with the Construction Act.

SECTION F

SPECIAL PROVISIONS – ITEM SPECIFIC

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

Special Provisions – Item Specific are usually technical in nature and relate to specific tender items. Special Provisions – Item Specific can either amend or extend the OPS Standard Specifications contained in Section D of the Tender documents or they can be used to provide nonstandard, item specific special provisions.

Special Provisions – Item Specific rank third (c) in the order of precedence, GC2.02. If a conflict exists between the Special Provisions - General and the Special Provisions - Item Specific, the Special Provisions - General shall take precedence.

The Contractor acknowledges that the Special Provisions – Item Specific as produced by the Township of Muskoka Lakes and listed herein are provisions of this Contract.

Clause No.	Special Provisions – Item Specific	Pages
SP-F-1	Special Provisions – Item Specific	F-1 to F-11

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-2-10

- 2.0 Mobilization & Demobilization**
- 3.0 Traffic Control**
- 4.0 Remove, Salvage, and Reinstale**
- 5.0 Pulverize Existing Bituminous Surface**
- 6.0 Granular A Padding**
- 7.0 Asphalt – Surface Course**
- 8.0 Double Surface Treatment**
- 9.0 Granular A Shoulder**
- 10.0 Driveway Restorations – Gravel Driveways**
- 11.0 Driveway Restoration – Asphalt Driveways**
- 12.0 Magnesium Chloride**
- 13.0 Asphalt Gutter**

SP2 MOBILIZATION & DEMOBILIZATION

The Contractor shall perform the work in accordance with the items detailed below.

SP2.1 Scope of Work

- All labour, equipment and material required to transport and remove equipment and materials to and from the site, including the removal and disposal of surplus and unsuitable materials.
- Supply, install, maintain and remove all temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.
- Reinststate all disturbed areas related to the mobilization and demobilization process to the satisfaction of the Contract Administrator.

SP2.2 Measurement & Payment

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work and will be paid as follows;

- 20% for initial mobilization;
- 10% for each project location up to maximum of 60% of total item, and
- 20% upon demobilization.

Should the Contractor schedule their work in a manner that requires multiple mobilizations and periods of inactivity (including winter shutdown), there will only be payment for one combined mobilization and one combined demobilization at the lump sum prices. There will be no payment for additional instances of mobilization or demobilization.

SP3 TRAFFIC CONTROL

The Contractor shall perform the work in accordance with the items detailed below.

SP3.1 Scope of Work

- Supply, install and maintain traffic control devices and detour signage throughout construction, including evenings and weekends.
- The Contractor shall contact emergency services, school boards, garbage/recycling/compost collection agencies and the District to keep the agencies informed of road conditions and traffic control on a continuous basis with the Contract Administrator and Municipality to be copied on all notifications. Access to the site by emergency vehicles must always be maintained.

- Erect temporary signage that is critical to the safety of pedestrian and vehicular traffic throughout the limits of construction (such as stop signs, yield signs etc.), until permanent signage is installed.
- The Contractor shall provide a watchman or other suitable employee to inspect and maintain the detour signs, barricades and pedestrian ramps on evenings, weekends and other times when the Contractor is not working.
- The Contractor shall always provide an adequate number of traffic control personnel to direct traffic during construction in accordance with OTM Book 7.
- The Contractor must cause as little interference as possible to vehicular and pedestrian traffic, with work scheduled to keep routes around or through the streets open to local traffic and emergency services. Unless otherwise approved by the Contract Administrator and/or Municipality in writing, excavations within 3 m of lanes carrying traffic shall be backfilled with the specified material up to subgrade elevation and compacted prior to closing down operations at the end of every workday. All methods of traffic control must meet with the acceptance of the Contract Administrator.
- Construction and warning signs shall be well lit at night with battery operated flashing amber lights or other means approved by the Contract Administrator.
- Detours shall only be implemented when approved in writing by the Contract Administrator and/or Municipality.
- Remove all temporary signage when appropriate, including restoration to previous or better condition.

SP3.2 Specifications

OPSS.MUNI 706
Ontario Traffic Manual Book 7

SP3.3 Submittals

A written Traffic Control Protection Plan shall be submitted to the Contract Administrator for review and acceptance at least 2 weeks prior to implementing the plan. The proposed traffic control shall be in accordance with the current Ontario Traffic Manual (OTM) Book 7 for Roadway operations by the Ministry of Transportation. Supplemental detours shall only be implemented when approved in writing by the Contract Administrator and/or Municipality and shall conform to the approved detour plan(s) provided by the Contractor. Review and acceptance of the traffic control plan by the Contract Administrator shall not relieve the Contractor of the responsibility to adapt or improve the traffic control plan to changing or unforeseen conditions for the duration of the Contract. The Contractor shall at all times ensure that pedestrian and vehicular traffic is directed in a uniform, predictable manner consistent with Book 7 of the Ontario Traffic Manual. Plans shall consider both vehicular and pedestrian traffic. The Contractor is to submit daily reports regarding the traffic signage.

SP3.4 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work. Payment shall be made as follows:

- 20% for submission and approval of all traffic control plans;
- 10% for implementation and removal for each project location up to maximum of 60% of total item, and
- 20% upon achieving Substantial Performance.

The Contractor shall be responsible for all costs associated with traffic control as necessary to complete the work.

SP4 REMOVE, SALVAGE & REINSTATE

The Contractor shall perform the work in accordance with the items detailed below.

SP4.1 Scope of Work

- Review the limits of surface feature removals with the Contract Administrator prior to proceeding with the work.
- Remove and salvage of surface features, including, but not limited to existing traffic signs and existing mailboxes within the right-of-way as required to construct all works and approved by the Contract Administrator) and/or as directed by the Contract Administrator.
- Reinstall salvaged signs and mailboxes at existing locations as directed by the Contract Administrator to existing condition or better.

SP4.2 Specifications

OPSS.MUNI 201, 401 and 510

SP4.3 Measurement & Payment

The unit of measurement shall be as shown in the Schedule of Items & Prices.

Where payment is by unit price, measurement for payment shall be actual quantity. Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP5 PULVERIZE EXISTING BITUMINOUS SURFACE

The Contractor shall perform the work in accordance with the items detailed below.

SP5.1 Scope of Work

- Pulverizing of the existing bituminous surface to a depth of 150 mm and mixing with the underlying base material.
- The pulverizing shall be carried out with an approved mechanical pulverizer with adequate power to perform the work. The pulverized material shall be sufficiently processed so that all the mixed material passes the 50 mm sieve, not more than 95% passes the 37.5 mm sieve and not more than 75% passes the 4.75 mm sieve.
- The surface of the processed material shall be graded, shaped and compacted as necessary to produce the required cross-section of the surface in accordance with OPSS.MUNI 301.
- The pulverizing process shall be worked to the same station on each side of the road location prior to closing down operations each day.

SP5.2 Specifications

OPSS.MUNI 301

SP5.3 Measurement & Payment

Measurement of payment shall be actual quantity measurement, and the unit of measurement is square meters.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to complete the work.

SP6 GRANULAR A PADDING

The Contractor shall perform the work in accordance with the items detailed below.

SP6.1 Scope of Work

- The Contractor shall identify source of granular material for sampling by the Owner's Geotechnical Consultant a minimum of three weeks prior to placement. The Contractor must arrange a representative and suitable equipment (i.e. loader) to be onsite during sampling (whether samples are taken from the source, or onsite) by the Geotechnical Consultant. If material fails gradation, at the Contract Administrators discretion, the Contractor may be responsible for the cost of all further testing by the Geotechnical Consultant.
- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Granular A that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular A that is frozen shall not be placed in any location where Granular A is specified.
- Supply, place and fine grade the specified depth of Granular A and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as described below:

- North Shore Road = 150 mm;
 - Sandwood Road = 150 mm;
 - McLeod Road = 150 mm;
 - Hallets Road = 150 mm;
 - Kendon Road = 150 mm;
 - Juddhaven Road = 150 mm;
 - Medora Lake Road = 150 mm; and
 - Juddhaven Road from Morinus Road to Bluff Road = 50 mm
 - All roads in Section 4 – Pulverize and Hot Mix 2026 (Paved Hills) = 50 mm
- Preparing and proof rolling of Granular A to the satisfaction of the Contract Administrator prior to placement of Binder Course Asphalt.
 - Granular A material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

SP6.2 Specifications

OPSS.MUNI 301, 314 and 1010

SP6.3 Submittals

Contractor to submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances, prior to the placement of Binder Course Asphalt.

Granular tickets including material placement stationing shall be provided to the Contract Administrator.

SP6.4 Measurement & Payment

Measurement for payment shall be the ticket verified weight of Granular ‘A’ in tonnes.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction.

SP7 SURFACE COURSE ASPHALT (HL-4)

The Contractor shall perform the work in accordance with the items detailed below.

SP7.1 Scope of Work

- Layout all edges of pavement and lane joints prior to placement of asphalt and all longitudinal pavement joints shall be placed in accordance with the lane width and taper locations as Directed by the Contract Administrator.
- Saw cut all existing asphalt joints to provide a straight edge.
- Grind and remove temporary ramping as required.
- Adjust all valve boxes and structure frames and grates/covers to surface course asphalt grade, including reinstatement and applicable compaction of granular base and binder course asphalt.
- 300 mm wide by 40 mm deep transverse lap joint where existing asphalt is thicker than 75 mm. Otherwise, butt joint to match existing asphalt. All longitudinal joints shall be butt joints.
- Supply and place tack coat at all vertical and horizontal joints including centreline joint, structures, and along the curb and gutter, as required to ensure proper adhesion of surface course asphalt.
- Supply and place the specified depth of surface course hot mix asphalt and compact as specified in OPSS.MUNI 310 Table 10 as directed by the Contract Administrator.
- PGAC grade shall be 58-34 per OPSS.MUNI 1101
- If the asphalt surfaces settle in excess of 3 mm as measured in any direction with a 3 m straight edge during the warranty period, the Contract Administrator shall order the area cut out and replaced at no extra cost.

SP7.2 Specifications

OPSS.MUNI 310, and 1101

SP7.3 Submittals

Contractor shall provide mix design 2 weeks prior to placement of surface course asphalt for review and acceptance by the Contract Administrator.

Contractor shall provide a paving plan a minimum two weeks prior to paving operations for review and acceptance by the Contract Administrator. The plan shall show the proposed sequence of paving operations, lane widths, joint locations, tack coat application rates and transitions to existing asphalt. A site meeting shall be held a minimum one week prior to paving operations to review and discuss the paving plan.

SP7.4 Measurement & Payment

Measurement for payment shall be plan quantity and the unit of measurement is square metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

No payment will be made to re-saw cut edges that were damaged due to construction activity.

The Contract unit price for surface course hot mix asphalt will remain in effect for two years, subject to asphalt cement price index adjustments as described within OPSS.MUNI 310, Appendix 310-B. The contractor shall submit an asphalt cement price index adjustment calculation with the monthly progress claim for review by the Contract Administrator.

SP8 DOUBLE SURFACE TREATMENT

The Contractor shall perform the work in accordance with the items detailed below.

SP8.1 Scope of Work

- Preparing, final grading, compaction and proof rolling Granular A to the satisfaction of the Engineer immediately prior to the application of the bituminous binder.
- Supply and place high float emulsified asphalt (HF-150S) binder application and class 2 aggregates for both applications as directed by the Contract Administrator.
- Contractor to submit aggregate gradation and proctor testing results from the third-party geotechnical consultant prior to construction.
- Aggregate sampling and testing frequencies to be in accordance with OPSS.MUNI 1006 and Appendix 1006-B.
- Class 2 aggregate shall be crushed granite.
- The aggregate application rate shall be between 16 and 18 kg/m² and the binder application rate shall be between 1.60 and 1.80 kg/m² for the initial application.
- The aggregate application rate shall be between 16.5 and 19 kg/m² and the binder application rate shall be between 1.45 and 1.65 kg/m² for the second application.
- The Contractor shall conduct field sampling at the start of each day to determine the binder application rates and if two distributors will be used, the binder application rate for both distributors shall be determined at this time for both the first and second treatment applications.
- Surface treatment that becomes contaminated due to the Contractor's activity, shall be removed and replaced at no extra cost to the Contract.
- Surface treatment that settles in excess of 20 mm, shall be removed and replaced at no extra cost to the Contract.

SP8.2 Specifications

OPSS.MUNI 304

SP8.3 Measurement & Payment

Measurement for payment shall be actual quantity measurement. The unit of measurement is specified in the schedule of unit prices.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

The Contract unit price for double surface treatment will remain in effect for two years, subject to asphalt cement price index adjustments as described within OPSS.MUNI 310, Appendix 310-B. The contractor shall submit an asphalt cement price index adjustment calculation with the monthly progress claim for review by the Contract Administrator.

SP9|GRANULAR A SHOULDER

The Contractor shall perform the work in accordance with the items detailed below.

SP9.1 Scope of Work

- The Contractor shall identify source of granular material for sampling by the Owner's Geotechnical Consultant a minimum of three weeks prior to placement. The Contractor must arrange a representative and suitable equipment (i.e. loader) to be onsite during sampling (whether samples are taken from the source, or onsite) by the Geotechnical Consultant. If material fails gradation, at the Contract Administrators discretion, the Contractor may be responsible for the cost of all further testing by the Geotechnical Consultant.
- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Granular A that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular A that is frozen shall not be placed in any location where Granular A is specified.
- Supply, place, grade and compact to 100% of the materials Standard Proctor Maximum Dry Density (SPMDD) a Granular A shoulder lift to match the asphalt surface as per the Contract Drawings.
- Granular A material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

SP9.2 Specifications

OPSS.MUNI 314 and 1010

SP9.3 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is tonnes.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP10 DRIVEWAY RESTORATION – GRAVEL DRIVEWAYS

The Contractor shall perform the work in accordance with the items detailed below.

SP10.1 Scope of Work

- Preparing and proof rolling of the subgrade to the satisfaction of the contract Administrator prior to the placement of any granular surface.
- Supply, place, fine grade and compact quarried granite Granular A to 100% of the materials Standard Proctor Maximum Density (SPMDD) to tie in the existing access to the new road top surface elevation or as directed by the Contract Administrator.
Any driveway surface that settles in excess of 20 mm, shall be removed and replaced at no extra cost.
- Reinstate driveways as necessary to reinstate areas disturbed by service replacement and/or as directed by the Contract Administrator.
- The Owner does not guarantee minimum or maximum quantity. The quantities as listed in the schedule of items and prices are estimated and may be increased, decreased or entirely eliminated at the discretion of the Contract Administrator.
- The Contractor shall ensure that all temporary travelled surfaces are adequately maintained and are absent of any ruts, potholes and/or uneven surfaces.

SP10.2 Specifications

OPSS.MUNI 310

SP10.3 Measurement & Payment

Measurement for payment shall be actual quantity, and the unit of measurement is square metres of driveway restoration.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP11 DRIVEWAY RESTORATION – ASPHALT DRIVEWAYS

The Contractor shall perform the work in accordance with the items detailed below.

SP11.1 Scope of Work

- Sawcutting, removing and disposal of asphalt on existing driveway as necessary and/or as directed by the Contract Administrator, to adequately tie in the existing driveway to new road surface grade.
- Excavation and disposal of 150mm of existing soil beneath existing asphalt driveway surface.

- Preparing and proof rolling of the subgrade to the satisfaction of the Contract Administrator prior to placement of any granular surface.
- Suppl, place, fine grade and compact a minimum of 150 mm quarried granite Granular A to 100% of the materials Standard Proctor Maximum Dry Density (SPMDD) to match driveways into paved roadway or as directed by the Contract Administrator.
- Supply, place and compact 50 mm of HL-4 asphalt to 97% of the materials Marshall Bulk Density (MBD) over the Granular A to match driveways into the paved roadway or as directed by the Contract Administrator.
- Any driveway surface that settles in excess of 20 mm, shall be removed and replaced at no extra cost.

SP11.2 Specifications

OPSS.MUNI 180, 310, 311 and 510.

SP11.3 Measurement & Payment

Measurement for payment shall be actual quantity, and the unit of measurement is square metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP12 MAGNESIUM CHLORIDE

The Contractor shall perform the work in accordance with the items detailed below.

SP12.1 Scope of Work

- The product shall be provided by the contractor for the purpose of mixing and applying in the form of a liquid solution, by the means of a calibrated distributor in accordance with the applicable standard specification.
- The contractor shall supply and apply magnesium chloride liquid for dust control at a rate of 0.5 L/m² or as directed by the Contract Administrator.
- The Owner does not guarantee minimum or maximum quantity. The quantities as listed in the schedule of items and prices are estimated and may be increased, decreased or entirely eliminated at the discretion of the Contract Administrator.
- Calcium Chloride is considered to be a suitable alternative for Magnesium Chloride.

SP12.2 Specifications

OPSS.MUNI 506, 2501 and 2503

SP12.3 Measurement & Payment

Measurement for payment shall be by the calculated weight of Magnesium Chloride, or approved

equivalent, applied in kilograms, calculated using the listed application rates and densities.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP13 ASPHALT GUTTER

The Contractor shall perform the work in accordance with the items detailed below.

SP13.1 Scope of Work

- Supply and install asphalt gutter as per OPSD 601.010 as directed in the field by the Contract Administrator.
- Supply, placement, grading and shaping of 50 mm quarried Granular 'A' bedding for asphalt gutter compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD).
- Supply, placement, shaping and compaction of HL-4 asphalt to construct gutter.

SP13.2 Specifications

OPSS.MUNI 310, OPSS.MUNI 312, OPSS 314 and OPSS.MUNI 1010.

SP13.3 Measurement & Payment

Measurement for payment shall be actual quantity, and the unit of measurement is linear metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.