



Township of Muskoka Lakes

Request for Tender

Contract # T-2025-30

Dark Bay Road Bridge Replacement

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-2025-30

Described as Dark Bay Road Bridge Replacement

Tenders shall be addressed and delivered to: **Township of Muskoka Lakes**
P.O. Box 129
1 Bailey Street
Port Carling, Ontario
P0B 1J0

Tenders shall be received until: 2:00 p.m. Wednesday, April 2nd, 2025

Tenders received by the time and date specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

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.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Tim Sopkowe, Manager of Public Works at tsopkowe@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
 - c) Certified cheque
- 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 2004-161, 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 the following:

a) Performance Bond, and a Labour and Material Payment Bond

When the contract agreement is signed, the successful bidder must furnish a **Performance Bond** for 100% of the Tender, and a **Labour & Material Bond** issued by the Bonding Company for 100% of the amount of the Tender, or 100% of the amount of the Tender in cash or acceptable collateral for both. The Performance Bond and Labour & Material Bond shall be on a form endorsed by the Canadian Construction Association. Bond prices shall include Harmonized Sales Tax and will guarantee his/her faithful performance of this Contract and his/her fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work. The Performance Bond shall include a **15% Maintenance Bond** during the warranty period.

b) Guaranteed Maintenance Period

The guaranteed maintenance period shall be a period of one (1) year from the date of Substantial Performance in accordance with the General Conditions. During this period, the Contractor shall maintain all the work and carry out such repairs as directed by the Engineer. Repairs as requested by the Engineer shall be undertaken within twenty-four (24) hours of notice being given; otherwise, the Owner shall have such repairs carried out by others and charged against the Contractor.

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada.

Only bonds issued by insurers licensed in Canada will be accepted as per the terms and conditions of these tender documents.

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

Greer Galloway, A Division of JP2G
12 International Drive
Pembroke, ON K8A 6W5

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 30th, 2025** 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 The Contractor is advised that Liquidated Damages shall also apply if the maximum duration of the full road closure specified in Operational Constraint – Lane Closure is exceeded.

- 18.3 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) and a Start Work Order is issued by the Owner.

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 2004-161, 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-2025-30 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) Contract Drawings
- g) 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

CONTRACT NUMBER Contract # T-2025-30 Dark Bay Road Bridge Replacement						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	OPSS 510, SP	Removal and Disposal of Existing CSP Arch Culvert	LS	1		
2	OPSS 510, SP	Asphalt Removal – Full Depth	m ²	665		
3	OPSS 206, SP	Earth Excavation, Grading	LS	1		
4	OPSS 422, SP	5050 mm x 3330 mm Poly laminate CSP Arch Culvert	m	19		
5	OPSS 721, OPSD 912.186	Steel Beam Guide Rail	m	107		
6	OPSS 732	Steel Beam Energy Attenuating Terminal System	ea	1		
7	OPSS 511, SP	R10 Rip Rap with Non-Woven Geotextile	m ²	234		
8	OPSS 511, SP	MacGrid EG-30 Geogrid and Non-Woven Geotextile	m ²	1266		
9	OPSS 314	Granular A or Clear Stone Bedding	tonne	80		
10	OPSS 314, SP	Granular B Type 2 – Roadway Material	tonne	592		
11	OPSS 314, SP	Granular A – Roadway Material	tonne	272		

12	OPSS 310, SP	HL3 Surface Course Asphalt	tonne	90		
13	OPSS 802, 804, SP	Topsoil and Seed (Provisional)	m ²	50		
14	OPSS 517, SP	Dewatering	LS	1		
15	OPSS 182, 805, SP	Environmental Protection	LS	1		
16	OPSS 904, SP	Construction of Concrete Garbage Receptacle Pad	LS	1		
17	OPSS 706, SP	Traffic Control	LS	1		
18	OPSS 201	Clearing and Grubbing (Provisional)	LS	1		
19	OPSS 206, 403	Rock Excavation (Provisional)	m ³	20		
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.

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:

FA-1 The Contractor shall perform the following work:

Contract Number T-2025-30

Described as Dark Bay Road Bridge Replacement

AGREEMENT TO BOND

(to be completed by Bonding Company)

WE, the undersigned, HEREBY AGREE to become bound as Surety for

In a Performance Bond totaling ONE HUNDRED (100%) of the Total Tender Amount, and a Labour and Material Payment Bond totaling ONE HUNDRED (100%) of the Total Tender Amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown or described herein, if the Tender for Tender No. T-2025-30 is accepted by the Owner.

IT IS A CONDITION of this Agreement that if the above-mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be made to the Undersigned within TEN (10) DAYS of Notice of Contract Award, otherwise the Agreement shall be null and void.

DATED AT _____ this _____ day of _____, 2025.

(Name of Bonding Company)

(Signature of Authorized Person Signing for Bonding Company)

(BONDING COMPANY SEAL)

(Position)

(This Form shall be completed and attached to the Tender Submitted.)

SECTION C

MODIFIED OPS GENERAL CONDITIONS OF CONTRACT

ONTARIO PROVINCIAL STANDARDS

MODIFIED OPS GENERAL CONDITIONS OF CONTRACT

The Contractor acknowledges that the general conditions of this contract are the Modified OPS General Conditions of Contract contained in this section and the OPS General Conditions of Contract.

For the purposes of this document, modification made to the OPS General Conditions of Contract shall be (i), Supplemental General Conditions, in the order of precedence. Original OPS General Conditions of Contract text shall be (j) in the order of precedence.

For this contract the following version of the OPS General Conditions of Contract shall apply:

OPS General Conditions November 2019 (OPSS.MUNI 100) – Modified by Modified OPS General Conditions of Contract in this section.

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GENERAL CONDITIONS

1. Description of Engineer's Rights.

The Engineer shall have the right, at any time before or during the prosecution of work, or before or after the execution of the Contract, to make, or order in writing, any alterations or changes deleting, extending, increasing, decreasing, varying or otherwise altering any lines, grades, forms, dimensions, methods, plans or materials, omissions of any portion or portions of the work, variations in any other way the works contracted for, or to order any additional or extra work to be done or extra material to be furnished. The Contractor shall proceed with and carry out the work as directed and/or supply such materials as directed, and shall do so without being entitled to any additional payment on account of any changes in work or materials except as otherwise provided. The Contractor shall proceed with work without delay and, if he is of the opinion he is entitled to additional compensation, shall make a written claim for additional compensation. If, in the opinion of the Engineer, such order or change materially increases or decreases the cost of the work or material from that on which the Contractor based his bid, other than estimated quantities, the Engineer, in his sole discretion, may increase or decrease the Contract price by an amount or amounts he, in his sole discretion, considers appropriate. The Engineers decision shall be final.

2. Contractor to Investigate

It is the responsibility of the Bidder to satisfy itself that the Tender Documents are complete. The Bidder shall carefully examine all the Tender Documents. Prior to submitting its Bid, the Bidder shall visit and carefully examine the place of the Work and satisfy itself as to all existing surface and subsurface conditions, facilities and difficulties and shall take into consideration weather conditions, local labour conditions, and material and equipment availability which may affect the execution of the Work.

No claims by the Bidder will be considered or allowed for conditions which can be determined by careful and diligent examination of the Tender Documents, the place of the Work and local conditions, or both. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of any successful Bidder to fulfill all requirements of the Contract.

3. Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the tender closing date for this Contract, and this change was not announced in law prior to the time of bidding, the Township will increase or decrease contract payments to account for the exact amount of tax change involved. Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner. Such claims for additional tax costs shall be submitted no later than 30 days after the date of acceptance of the work.

Where the Owner benefits from a change in Canadian Federal or provincial taxes, the Contractor shall submit to the Owner a statement of such benefits. This statement shall be submitted no later

than 30 days after the date of acceptance of the work.

The Owner reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be withheld from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs, at which time the final payment adjustment will be determined.

4. Definitions

- i) Wherever the word “Owner” or “Corporation” or “Township” or “Municipality” appears in this Contract it shall be interpreted as meaning the Township of Muskoka Lakes.
- ii) Wherever the words “Contract Administrator” or “Engineer” appear in this Contract it shall be interpreted as meaning Greer Galloway.
- iii) Wherever the words “Ministry” or “MTC” or “MTO” appears it shall be deemed to mean the “Ministry of Transportation, Ontario”.
- iv) Wherever the term “Contractor” appears in the Contract, it shall be deemed to apply to the successful Tenderer which has been awarded this Contract by the Owner and has executed all necessary documentation.

5. Contractor’s Responsibility

The Contractor's attention is drawn to Section GC7 of the OPS General Conditions, "Contractor's Responsibilities and Control of the Work". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Engineer in writing of the names and positions of the person or persons representing the Contractor.

Should the Contractor be unable to carry out immediate remedial measures required, the Owner will carry out the necessary repairs, all related costs for which shall be charged to the Contractor.

6. Governmental Requirements

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

7. Employment

The Contractor and any sub-contractor of the Contract, will, irrespective of the construction to be carried out under this Contract:

- a) Employ only residents of Canada, and
- b) In employing persons, refrain from discrimination against any person by reason of race, colour, religious views or political affiliations.

- c) Give preference to local truckers if he/she requires more trucks than he/she has available of his/her own fleet on site.
- d) Give preference to local labour if it is necessary to augment his/her regular forces.

8. Payment of Workers

The Contractor shall pay all non-skilled workers employed by him/her at the site of the work a wage that shall be the Ministry of Labor's current Fair Wage Scale for Roads and Structures.

In the event the Contractor assigns the performance of any of his/her obligations at the site of the work to a sub-contractor, then any such assignment of work to a sub-contractor shall contain a provision obligating the sub-contractor to abide by the provisions of the preceding paragraph with respect to non-skilled workers employed by him/her at the site of the work.

9. Coordination of Meetings

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

10. Hours of Work

Hours of work shall be from one hour after dawn until one hour before dusk, Monday to Friday and no work will be permitted on weekends or statutory holidays, unless prior written approval is received from the Contract Administrator.

11. Use of Sub-Contractors

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

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. This list shall show the names of the proposed Sub-contractors and for what work each Sub-contractor will be responsible. The Township has the right to reject any of the Sub-contractors so named. In this event the Contractor shall arrange to have the proposed work done by such other Sub-contractor as may be approved by the Township.

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

12. Regulations of Pits and Quarries

Bill 120, An Act to Regulate Pits and Quarries and to provide for their Rehabilitation is now in

effect and shall be applicable in such parts of Ontario, as the Lieutenant Governor shall from time to time designate by Regulation. All costs related to work required under this specification will be deemed to have been included in the appropriate tender items and no additional payment will be made.

13. Property Owners Release of Pit and Waste Disposal Areas on Privately Owner or Municipally Owned Land used by the Contractor

Where the Contractor uses privately-owned or municipally-owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with one copy of a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor.

The Contractor is responsible for ensuring that the disposal of surplus material is carried out in an environmentally acceptable manner and to the satisfaction of the owner of the land upon which the material is disposed.

14. Prevention of Damage

The failure of the Engineer to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Engineer does or does not order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his/her responsibilities under this contract.

15. Protection of Utilities, Fences and Private Property

The Contractor shall be responsible for the protection of all utilities, fences, mailboxes, and signs not designated for removal and the protection of private property at the job site during the time of construction. Storage of excavated materials shall be such that deposition onto private property will not take place.

It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies for information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

16. Protection of Adjacent Structures

The Contractor shall in the manner specified, sustain in their places and protect from injury any and all water or gas mains, public or private sewers or drains, conduits, service pipes, sidewalks, fences, retaining walls, curbs and all other structures or property in the vicinity of his work, whether over or underground, or which appear in the excavation and he shall assume all costs and expenses for damage which may be occasioned by injury to any of them. The support of any water

mains shall be to the satisfaction of the Contract Administrator.

Before excavation commences, the Contractor shall have the location of all underground utilities staked out by the appropriate Utility Company. The location of utilities shown on the Contract Drawings is in accordance with the best information available but the Owner does not guarantee the accuracy or the completeness. It is the Contractor's responsibility to contact the various Utilities for further information.

17. Restoration of Work Areas

Unless construction or restoration of all work areas is included in the contract under specific tender items, the Contractor shall restore all work areas to their previous condition to the satisfaction of the Engineer (i.e. Grass areas will be sodded, paved areas will be asphalted, etc.). No additional compensation will be allowed for this restoration.

18. Dust Control

As a part of the work required under Section GC7.01 of the OPS General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his/her operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

The cost of all such preventative measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which it is the Contractor's responsibility to maintain for public traffic. The cost of such quantities of water and calcium chloride as are authorized by the Owner to restrict dust to acceptable levels, shall be included within the item price of each bid item as per OPSS. GC 8.02.02 "Price for Work".

19. Haul Roads

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

20. Traffic Control - General

Construction operations shall be carried out in such a manner as to maximize safety and minimize disruption to traffic flow and operation.

Upon request - prior to construction, the Contractor shall submit a Construction Staging and Traffic Control Plan for work within the Contract to the Contract Administrator for review and approval.

Temporary concrete barriers, flashing beacons, and temporary traffic control devices shall be installed and maintained during all shutdown times including evenings and weekends if the trench is left open.

The Contractor shall follow the Manual of Uniform Traffic Control Devices (MUTCD) and shall

be responsible for temporary lane closures.

The Contractor shall provide all construction and traffic control signage (as per the MUTCD) and flagmen to protect workmen and the public to the satisfaction of the Contract Administrator.

21. Protection of Public Traffic

a) Construction Staging and Traffic Control / Protection Plan

Upon request - prior to construction, the Contractor shall supply the Contract Administrator for review a Construction Staging Plan and Traffic Control/Protection Plan for work within the Contract.

b) Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment, with the exception of rock trucks, shall not travel, work or stop within 4 m of a lane carrying traffic except where construction operations necessitate the working area be less than 4 m from the traffic in which case, the Contractor shall erect delineators along the edge of the travelled lane, in accordance with paragraph 01) of subsection GC7.07, Maintaining Roadways and Detours, of the OPS General Conditions of Contract, August 1990. In no case shall the distance between traffic and working area be less than 1.5 m.

c) Granular Grade

Granular road base shall be graded and treated with dust suppressant as directed by the Contract Administrator and maintained as necessary to provide safe driving conditions during the weekend and holidays.

d) Open Excavations

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations each day.

e) Location and Storage of Materials and Equipment

Materials shall not be stored within 4 m of the travelled portion of any roadway except in the medians where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the travelled portion of any roadway or parked on private property unless prior written approval has been submitted to the Contract Administrator.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any equipment or material, which, in the opinion of the Contract Administrator, constitutes a traffic hazard.

f) Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the restrictions on construction operations and the permitted time for closures. This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

The Contractor shall obtain the Contract Administrator's prior approval for the location of any "slip-off" or "slip-ons". The Contract Administrator reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

22. Metric and Imperial Systems of Measurement

Quantities and dimensions referenced in the Special Provisions, Specifications and General Conditions shall be converted from one system of measurement to the other as required in order to complete the work.

Where a conflict occurs between imperial and metric quantities or dimensions, the Contract Administrator shall determine the appropriate system of measurement to be used.

Where conversion from one system of measurement to the other is required the Metric Practice Guide, standard CSA Z234.1-1973 shall apply.

23. Unit Conversion of Weighed Materials

In the event that a weigh scale is not available in the required metric or imperial units as designated for material to be weighed on this Contract, then the quantities so weighed on the scale supplied, shall be converted to the designated units by the Contract Administrator, for payment purposes.

One conversion only shall be made at the end of each day; on the basis that one metric tonne is equivalent to 1.102 imperial tons.

24. Property Bars

The Contractor shall protect all property bars during construction. Prior to the acceptance of the work by the Owner, the Contractor, at his/her own expense, shall have an Ontario Land Surveyor replace any bars that were destroyed or disturbed during construction.

25. Lines, Levels and Grades

Layout for the work on this contract shall be provided by the Contractor, in accordance with GC 3.05, GC 7.02 of the OPS General Conditions of Contract, and the following:

The Contractor shall carefully lay out his work so that during its progress and at its completion, it

shall conform to the lines and levels as shown on the plans and profiles and established by him in the field. The work shall be built in accordance with the contract drawings and directions given from time to time by the Engineer.

The Contractor shall provide a copy of grade sheets to the Engineer on a weekly basis for all work related to this contract.

The cost of layout performed by the Engineer because of errors in the Contractor's layout or because of the Contractor's inability to correctly perform the layout shall be charged to the Contractor at rates normally charged for such work by the Engineer. Charges incurred under this provision shall be withheld by the Owner from payments made to the Contractor, or otherwise collected by the Owner from the Contractor.

The Contractor shall provide to the Engineer, two copies of all calculated grade sheets, and grade set records for all phases of the work.

26. Utility Installation and Relocations

It is the Contractor's responsibility as "Constructor" under the provisions of the Occupational Health and Safety Act to co-ordinate the activities of all employers and workers operating within the contract limits to ensure that the requirements of the Occupational Health and Safety Act are satisfied. The Contractor shall ensure that each utility company operating within the contract limits is included in this process.

During the time of the utility work, the Contractor must vacate an area within a 30m radius of the actual work location for the duration of the utility work.

The Contractor must comply with the requirements of the utility companies with respect to protection of their facilities, in particular with regard to underground cables.

27. Dewatering - General

Work under this contract shall include any dewatering required for construction of the works, performed in accordance with OPSS 517 and OPSS 518. Costs associated with dewatering shall be included under the 'Dewatering' item in the Contract. No additional compensation will be made for dewatering activities.

Upon request – prior to construction the Contractor shall provide a dewatering plan. Where dewatering is required, dewatering effluent shall be discharged so as to prevent entry of sediment to watercourses. If the dewatering plan intends to make use of the existing storm sewer system for discharge, the Contractor shall ensure sediment does not collect in sewer system. The system shall be cleaned of such debris to the satisfaction of the Contract Administrator.

28. Erosion and Sediment Control - General

A 100m stand-by supply of prefabricated silt fence, in addition to silt fence which may be specified

elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

In all areas, the Contractor shall, as a means of controlling erosion and runoff, so schedule his/her operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

Where cut or fill slopes have been rough graded, the Contractor shall within 15 calendar days of this operation, trim these slopes. Within a further 15 calendar days from the completion of trimming, the Contractor shall apply the specified vegetative cover material as required, and when so permitted, elsewhere in the contract.

In areas where excavated materials are stored temporarily the Contractor shall prevent erosion of any material into watercourses, sewer systems or onto private property.

Upon request - prior to construction the Contractor shall submit his proposed methods for controlling erosion and runoff to the Contract Administrator.

Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.

Where dewatering is required, dewatering effluent shall be discharged so as to prevent entry of sediment to watercourses.

The Contractor shall clean out all storm catch basin and maintenance hole sumps upon completion of the construction works.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Contract Administrator.

29. Watercourse / Fisheries Protection: General

At all times, the Contractor's operations shall be controlled so as to prevent the entry of deleterious materials to watercourses and shall conform to the regulations embodied in the Navigable Waters Protection Act. Controls shall include, but not be restricted to, the following:

- (a) Erosion and sedimentation control and protection of environmentally sensitive areas, shall be in compliance with requirements that may be specified elsewhere in the Contract.
- (b) Watercourses shall not be diverted and temporary watercourse crossings shall not be constructed or utilized unless otherwise specified in the Contract.
- (c) Where the Contract does not require work in watercourses or on watercourse banks, equipment shall not be operated within such areas.
- (d) Where the Contract requires work in watercourses or on watercourse banks, operation of equipment within such areas shall:

- (i) Be kept to the minimum necessary to perform the specified work;
 - (ii) Comply with operational constraints that may be specified elsewhere in the Contract; and
 - (iii) Otherwise proceed in a continuous fashion so as to minimize the duration of such work.
- (e) Construction material, excess material, construction debris, and empty containers shall be stored away from watercourses and watercourse banks.
- (f) All equipment maintenance and refuelling shall be controlled so as to prevent any discharge of petroleum products. Vehicular maintenance and refuelling shall be conducted away from watercourses and watercourse banks.

In the event that the Engineer determines that controls are unacceptable, the Contractor shall cease those operations, as identified by the Engineer, which are causing the entry of deleterious material to watercourses. Such operations shall remain suspended until otherwise directed by the Engineer. This will not require the cessation of work required for such essential operations as continuous concrete pours for structures, unless otherwise directed by the Engineer. Any costs associated with stoppage of work shall be borne entirely by the Contractor.

30. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the MOE Spills Action Centre at 1-800-268-6060 and the Contract Administrator.

Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, Chapter E19, R.S.O., 1990.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor. All spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the contract, be assumed to contain PCBs and shall forthwith be reported to the MOE Spills Action Centre at 1-800-268-6060 and the Contract Administrator.

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

31. Management and Disposal of Excess Materials

The Contractor is responsible for disposal of excess material, including asphalt, and any other unusable material from the site. Any material disposed from the shall be in accordance with O. Reg. 406/19: ON-SITE AND EXCESS SOIL MANAGEMENT. It is the contractor's responsibility to ensure that any dump site is in compliance with O. Reg. 406/19. The Contractor should contact the Township to determine if there is a dedicated fill site available at the time of

construction, aside from the preceding all excess soils generated shall be used for slope fattening along North Shore Road, under no circumstances shall wetlands be compromised during this operation. Due to salt use during winter maintenance all soils associated with this project shall be deemed to contain excess salt content and is to be handled as per table 2 soils disposal requirements.

The Contractor will be responsible for all hauling and stockpiling of excess material at the designated site(s) to the satisfaction of the Contract Administrator and/or the Township staff. Payment for management and disposal of excess materials shall be included in related contract item

32. Garbage Collection

The Contractor shall be responsible for ensuring that if required, garbage collection, including recyclables, is maintained and when necessary, the Contractor shall make arrangements directly with the collecting agency, to permit and coordinate pick-up. The Contractor shall coordinate this with the Township.

33. Occupational Health and Safety – Confined Spaces

The Contractor's attention is specifically directed to Part II.1 “Confined Spaces” of the OH&S Regulations for Construction Projects regarding requirements for working in confined spaces. All maintenance holes, catch basins and structures must be checked for the presence of gases prior to removal of covers and/or entering them.

Should the Contractor not have the proper equipment for this procedure he/she may make arrangements, at his/her own expense, to have the testing performed by the Township.

34. Extra Work

The Contractor shall notify the Contract Administrator in writing before the commencement of any work that he considers extra work so that records may be kept. If notice is not given, it will be deemed that payment is included in the contract prices and no additional payment for extra work will be made.

Invoices for extra work shall be submitted as soon as possible after the completion of such work and in no case later than 30 days after the completion of the work in question.

Payment will be made on the next payment certificate after the approval of the Contractor's invoice. If extra work invoices and all required substantiation and support are not received within 30 days, it is deemed that the Contractor does not intend to charge for the work and no payment will be made.

35. Mailboxes

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are

damaged as a result of construction activities or any other activity related to the execution of this contract, the Contractor will be responsible for replacement at no additional cost to the Owner.

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
219.110	November 2021	219.260	November 2022	803.031	November 2015
912.186	November 2016	912.245	November 2016		

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

OPSS	Rev. Date	Description
201	April 2019	Clearing and Grubbing
206	April 2019	Grading
310	November 2017	Hot Mix Asphalt
314	November 2019	Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling

401	November 2021	Trenching, Backfilling, and Compacting
421	November 2018	Pipe Culvert Installation in Open Cut
501	November 2021	Compacting
510	November 2018	Removal
511	November 2019	Rip-Rap, Rock Protection, and Granular Sheeting
517	November 2021	Dewatering
721	November 2018	Steel Beam Guide Rail
732	November 2019	Guide Rail End Treatment, Steel Beam Energy Attenuating Terminal (SBEAT) Systems
802	November 2019	Topsoil
804	November 2014	Seed and Cover
805	November 2021	Temporary Erosion and Sediment Control Measures
904	November 2023	Concrete Structures
1004	November 2021	Aggregates - Miscellaneous
1010	November 2013	Aggregates – Base, Subbase, Select Subgrade, and Backfill Material
1150	November 2020	Hot Mix Asphalt (HMA)
1801	November 2019	Corrugated Steel Pipe (CSP) Products
1860	November 2018	Geotextiles

SECTION E

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-E-1	Removal and Disposal of Existing CSP Arch Culvert	E-4 to E-5
SP-E-2	Asphalt Removal – Full Depth	E-5
SP-E-3	Earth Excavation, Grading	E-5 to E-6
SP-E-4	5050 mm x 3330 mm Polylaminate CSP Arch Culvert	E-6
SP-E-5	R10 Rip Rap with Non-Woven Geotextile	E-6 to E7
SP-E-6	MacGrid EG-30 Geogrid and Non-Woven Geotextile	E-7
SP-E-7	Granular A and Granular B Road Base	E-7
SP-E-8	HL3 Surface Course Asphalt	E-8 to E-9
SP-E-9	Supply and Place Topsoil and Seed (Provisional)	E-9
SP-E-10	Dewatering	E-9 to E-10
SP-E-11	Environmental Protection	E-10 to E-11
SP-E-12	Construction of Concrete Garbage Receptacle Pad	E-11 to E-12
SP-E-13	Traffic Control	E-12

TOWNSHIP OF MUSKOKA LAKES
SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-E-1 to SP-E-13

- 1.0 Removal and Disposal of Existing CSP Arch Culvert**
- 2.0 Asphalt Removal – Full Depth**
- 3.0 Earth Excavation, Grading**
- 4.0 5050 mm x 3330 mm Polylaminate CSP Arch Culvert**
- 5.0 R10 Rip Rap with Non-Woven Geotextile**
- 6.0 MacGrid EG-30 Geogrid and Non-Woven Geotextile**
- 7.0 Granular A and Granular B Road Base**
- 8.0 HL3 Surface Course Asphalt**
- 9.0 Supply and Place Topsoil and Seed (Provisional)**
- 10.0 Dewatering**
- 11.0 Environmental Protection**
- 12.0 Construction of Concrete Garbage Receptacle Pad**
- 13.0 Traffic Control**

Item Specific Special Provisions

NOTE: For the following Item Specific Special Provisions, the following list of items (including but not limited to) will be incorporated in the price of each bid item as per OPSS. GC 8.02.02(.02):

- 1. Mobilization & Demobilization**
- 2. Insurance & Bonding**
- 3. Maintenance and/or Reinstatement of Existing Signage**
- 4. Calcium Chloride Flake and Water for Dust Control**

OPERATIONAL CONSTRAINT – In-Water Work Window

No in-water work shall be permitted between October 1st and July 15th of any given year.

In-water work is defined to be work in waterbodies and waterbody banks (The sides of the waterbody within which water is confined), including temporary watercourse relocations, cofferdams, and temporary waterbody crossings.

OPERATIONAL CONSTRAINT –Lane Closure

The Contractor shall be permitted to close both lanes of traffic simultaneously (full closure) on Dark Bay Rd at the crossing for a maximum of five (5) business days to remove the existing culvert and install the new culvert and re-open the road for vehicle traffic.

During the full closure the Contractor will be required to implement a detour for local traffic. It shall be the Contractor's responsibility to erect, maintain and remove detour signage as per the requirements of OTM Book 7. A detailed traffic control plan shall be submitted to the Contract Administrator for approval at least 14 days in advance of any planned detour.

Outside of the full closure period, the Contractor will be permitted to conduct daily single lane closures. All lane closures shall be in accordance with the most current version of OTM Book 7.

OPERATIONAL CONSTRAINT - Lane Closure Notification, Notification of Affected Agencies

The contractor shall notify all affected emergency services, school boards, transportation services and residences at least two weeks in advance of the lane closure.

METHOD OF NOTIFICATION

Notifications to agencies and regulatory authorities shall be via email and phone. Notification to residents shall be via hand delivered notices. Only residents within 10 km of the jobsite will require hand delivered notices. Prior to road closure, the Contractor will be required to provide confirmation of notifications to all affected parties. In addition, the Contractor shall also notify all affected parties of any unplanned changes to traffic

flow immediately.

Agencies notified shall include, but not be limited to, the following;

EMS:

District of Muskoka EMS

70 Pine St

Bracebridge, ON

705-645-2100

Muskoka Lakes Fire Department

1 Lee Valley Dr.

Port Carling, ON

705-765-3156

Police; OPP

690 Cedar Lane

Bracebridge, ON

1-888-310-1122

Upon commencement of the work, the Contractor shall work continuously until operations are complete. The Contractor shall schedule the work to ensure that no operations are conducted over a weekend or holiday or on a Friday or any day prior to or following a holiday weekend. The contractor shall ensure the site is secure prior to leaving each evening.

No additional payment will be made for any labour, equipment and materials required to comply with the above notification requirements.

Item No. 1 Removal and Disposal of Existing CSP Arch Culvert

The work under this tender item shall include the equipment, labour and material required for the removal and disposal of all existing components of the existing CSP arch culvert, as directed by the Contract Administrator. This item includes the disposal of materials in accordance with the OPSS General Conditions of Contract and environmental protection provisions. The removals shall be as per OPSS 180 & OPSS 510.

This work shall be in accordance with all requirements as set by Regulatory Agencies (MNR, DFO, MOE, Transport Canada, etc). Approvals are in place, or are in process, from these agencies. However, the Contractor will be required to submit a demolition/staging and erosion and sediment control plan for the review and approval of the Contract Administrator prior to the start of construction. Work shall be completed in a manner that will minimize the amount of small particle debris and include all environmental protection (silt fences, turbidity curtains, formwork, check dams, barriers, berms etc.) necessary to prevent sedimentation from entering the lake. The Contractor is to erect this environmental protection and have it approved

by the Contract Administrator prior to beginning any work, and provide maintenance as required to ensure its intended performance during this project.

All materials removed under this item must be disposed from site immediately following excavation. Removal of materials off site shall be in accordance with OPSS 180 & O. Reg. 406/19: ON-SITE AND EXCESS SOIL MANAGEMENT. Materials cannot be stockpiled on site unless written approval has been received from the Contract Administrator. Soils generated from this item shall be assumed to be table 2 and therefore not suitable for disposal on a private residential site and/or farm. Excess fill generated is to be used for slope flattening within the road ROW where possible. Extreme care must be taken to ensure that no wetlands are adversely affected during this process.

Basis of Payment: Payment for this item shall be lump sum for the full compensation for the provision of all labour, materials and equipment required to complete the work.

Item No. 2 Asphalt Removal – Full Depth

Work shall include the removal of the existing bituminous roadway surface, as per OPSS 510, to the limits shown on the Contract Drawings. The anticipated depth of removal of this material throughout the length of the project is not expected to exceed 150 mm.

*Note the existing Roadway Bituminous material shall be disposed of at a facility that is approved to accept Bituminous material.

Basis of Payment: Payment for the above item shall be by square meter and shall be full compensation for all labour, material and equipment required to complete the work.

Item No. 3 Earth Excavation

The work under this item shall include the equipment and labour required for any excavation, grading, compaction, and backfill (except granular backfill) required for the removal of the road base, removal of overlying material to facilitate replacement of the culvert including frost taper, and stripping side slopes in areas to receive new granular material.

This item shall also include work required for the reinstatement of shoulders and side slopes to final grade and any other grading required as part of the site restoration. Excavation for the proposed roadwork and backfill from the road base material shall be according to OPSS 206.

This item includes the removal of boulders, if present, in the excavation zone. Removal of boulders in excess of 1 m³ shall be treated as rock excavation and paid under that tender item.

All excess material removed under this item must be disposed from site immediately following excavation. Excess materials cannot be stockpiled on site unless written approval has been received from the Contract Administrator. Any material disposed from the shall be in accordance with O. Reg. 406/19: ON-SITE AND EXCESS SOIL MANAGEMENT. It is the contractor's responsibility to ensure that any dump site is in compliance with O. Reg. 406/19. The Contractor

should contact the Township to determine if there is a dedicated fill site available at the time of construction, further to the preceding the Contractor is hereby notified that due to winter maintenance operations and the placement of salt on the roads during the winter months that all soils are considered to be Table 2 soil and excess material is to be used for slope flattening within the project limits or along Dark Bay Road within the ownership limits of the Township as deemed necessary by the Contract Administrator or the Township, No excess material is to be disposed of on residential and or farm land unless the Contractor Tests the soil and it is deemed to be acceptable for disposal on the preceding i.e. Table 1 soils, any cost associated with testing and disposal shall be at the contractors expense and no additional cost shall be borne by the Township.

***Note at no time shall the Contractor place fill excavated from this project in or around environmentally sensitive areas, wetlands or on private property not suitable for table 2 soils.**

Basis of Payment: Payment for the above item shall be by lump sum and shall be full compensation for all labour, material and equipment required to complete the work.

Item No. 4 Supply & Install 5050 mm W x 3330 mm H Polymer Laminate CSP Arch Culvert

The work under this item shall require the Contractor to install a new 5050 mm wide x 3300 mm high polymer coated CSP arch culvert. The wall thickness for this culvert shall be 4.0 mm. Supply, delivery and installation are to be included under this item. Installation of the culverts shall conform with the supplier's specifications, applicable OPSS standards including OPSS 401, 421, 1801, and as per the Contract Administrator's directions. The Contractor shall be responsible for protecting and repairing the polymer coating during installation as per the manufacturer's recommendations.

Additionally, this item shall be inclusive of all granular A/clear stone bedding, pipe embedment material and backfill including that specified in OPSD 802.020 (Nov 2015) and as depicted on the Contract Drawings.

Granular B supply, placement and compaction for the frost taper up to the underside of granular B road base material shall be included under this item.

Basis of Payment: Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work, including charges for delivery, offloading, construction of lay down area and assembly of the culvert. Measurement for payment shall be by lineal meter measured along the centerline of the culvert.

Item No. 7 R10 Rip Rap with Geotextile (Class II Non -Woven)

The work under this item shall include all labour, equipment and materials to install R10 Rip Rap with Class II Non-Woven Geotextile , Rip Rap Stone shall be hand placed at a

depth of 300mm , installation shall be as per the Contract drawings and as specified by the Contract Administrator. The gradation of the rip rap shall conform to the requirements of Table 8 in OPSS 1004.

Basis of Payment: Payment at the contract price for the above tender item shall be full compensation for all labour , equipment, excavation and materials to complete the installation. Measurement for payment shall be by the square meter.

Item No. 8 MacGrid EG-30 Geogrid and Non-Woven Geotextile

The unit bid price for the above tender item shall be full compensation for all labour, equipment, and material to complete the installation of MacGrid EG-30 Geogrid and non-woven geotextile as per the Contract Drawings and as directed by the Contract Administrator. The entire installation shall be in accordance with OPSS 511.

Measurement for payment shall be by the square meter.

Basis of Payment: Payment at the unit price bid per square meter (m²) shall constitute full compensation for the provision of all labour, material, and equipment required to complete the work.

Items No. 10 and 11 Granular A and Granular B Road Base

Under these items the contractor shall supply all labour, equipment, and material to complete the placement, grading and compaction of the Granular A and Granular B Type 2 roadway granular materials per OPSS 314. Depth of Granular A shall be 150mm and Granular B shall be 300mm as per the Contract Drawings and details.

Under these items the contractor shall supply all labour, equipment, and material to complete the placement, grading and compaction of the Granular A as shouldering along the newly reinstated roadway driving surface.

Water for compaction must also be included in the bid price.

Granular A and B shall conform to OPSS 1010, Granular B shall be Type 2, Granular A shall be 100% crushed quarry material.

*Note Granular B frost taper material shall not be paid under this item, the contractor must include the frost taper material to be supplied and placed under the culvert unit price.

Basis of Payment: Payment for this item shall be full compensation for all labour, material and equipment required to complete the work. Measurement for payment shall be by the metric tonne for both Granular A and Granular B, the contractor must supply material tickets prior to any payment being made, hand written tickets will not be accepted.

Item No. 12 – HL3 Surface Course Asphalt

The work included under these items shall include the production and placement of Hot Mix Asphalt at locations shown on the Contract Drawings. The production of asphalt material shall conform to OPSS 1150. The placement of asphalt material shall conform to OPSS 310.

The Contractor shall, at his own expense, be responsible for the design of asphalt mixes which shall conform to the requirements for the type of asphalt mix specified in the tender items.

Proposed mix designs must be submitted to the Contract Administrator for approval, a minimum of two weeks prior to commencing any hot mix paving.

“Mix Design” means the determination by the Marshall method of mix design of the proportions of aggregates, asphalt cement and additives which, when uniformly mixed will result in a bituminous paving mixture. “Job-Mix Formula” means the percentage passing on each designated sieve of the total mass of aggregate and the amount of asphalt as a percentage of the mixture which are based on a Marshall method of mix design, and when mixed will result in a paving mixture which conforms to the requirements of the Contract.

The Contractor shall be responsible and include costs in unit rate bid for the quality and characteristics of the mixture, and if the hot mix produced is not suitable, hot mix production shall stop and appropriate corrections made to the process. When field testing for Marshall Properties shows that the mix produced with the job mix formula does not meet the Marshall Design requirements, it will be necessary for the Contractor to re-evaluate and redesign the mixture, and a new job mix design and a new job mix formula shall be submitted for approval.

Limit of Construction Joints shall be sawcut square against existing bituminous material. This tender item shall include any saw cutting, sweeping, cleaning, etc., required for Construction Joints.

This item shall include all fine grading necessary to prepare the surface for paving, and any necessary reconstruction of the granular A layer where the Contractor elects to run traffic on it for an extended period of time prior to paving.

Existing pavements shall be saw-cut in smooth straight lines. No separate payment will be made for sawing existing pavements.

The final asphalt product shall conform to all specifications. The materials, mix designs, and application methods specified are of the highest quality in order to produce a pavement structure that will deliver the longest service life attainable within a reasonable cost. As important as the products, are the mixing and application of the asphalt. The quality control will have a total of 3 samples taken (per lot). The first sample will be taken by the Engineer and analysed to obtain results that will be measured against the specification requirements. The second sample will be the ‘Contractor’s’ sample (of the same lot) for the Contractor to test and confirm or dispute any results obtained from the Engineer’s sample. The third sample (of the same lot) will be the ‘referee’ sample. If results obtained from first and/or second samples are not agreeable by both

parties (Engineer and Contractor), the ‘referee’ sample shall be analysed by an independent qualified geotechnical party and the results shall be deemed accurate by both parties. At this point, 100% payment of the contract unit price will be used if the results meet or exceed specifications. Final acceptance is by the Engineer from Greer Galloway. However, if the results are less than specifications, it will be the Engineer and Owner’s discretion to have the unit price payment amount reduced or to have the asphalt removed and replaced at the Contractors cost.

Basis of Payment: The unit prices bid shall be full compensation to complete the above items. Measurement for payment shall be by the metric tonne.

Item No. 13 – Supply and Place Topsoil and Seed (Provisional)

Under this item the contractor shall supply and install 100mm of topsoil and hand seed disturbed areas and/or as directed by the Contract Administrator seed placed shall be standard roadside mix. Any watering required shall be completed by the contractor until such time that germination has taken place. All work completed shall be as per OPSS 802 and OPSS 804.

Basis of payment: Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to complete the work. Measurement for payment shall be by the square meter.

Item No. 14 - Dewatering

Activities under this item include, but are not limited to, the construction of coffer dams or approved equivalent, dewatering/sediment traps, and pumping. Dewatering operations shall conform to OPSS 517 and 518. The Contractor’s dewatering method shall be capable of lowering the groundwater table to a minimum of 1.0 m below the proposed base of the excavation.

This work shall be in accordance with all regulations as set by Regulatory Agencies (e.g. Cataraqui Region Conservation Authority, DFO and MNR). The Contractor will be required to provide a detailed dewatering plan and/or temporary flow passage plan (if applicable) for the review and approval of the Conservation Authority and the Contract Administrator prior to construction. A permit to take water has not been obtained and it is the Contractor’s responsibility to ensure that the dewatering operation does not exceed 50,000 liters of water per day from the environment. If the Contractor’s dewatering plan calls for the removal of more than 50,000 litres of water per day it will be the contractor’s responsibility to ensure that they meet the requirements of **O.Reg 63/16, O.Reg 245/11, O.Reg387/04, EPA and the Ontario Water resources Act. (OWRA)** prior to the commencement of dewatering operations.

50,000 Litres/Day – 400,000 Litres/Day requires the contractor to register with the Environmental Activity and Sector Registry or (EASR) prior to commencement of any water taking.

The link to the registry is <https://www.ontario.ca/page/water-taking-user-guide-environmental-activity-and-sector-registry#section4> this registry explains in detail the process required and there is no wait time associated with receiving the approval and necessary documentation to complete the work, note there is a fee associated with this

registration and the contractor must include the cost associated with this fee in his/her unit cost for this item.

The design, implementation, maintenance, and removal of the Dewatering System and/or temporary flow passage system will be the sole responsibility of the Contractor. The Contractor in relation to these system designs shall satisfy themselves of the subsurface conditions prior to submitting a bid. No additional payment will be made for dewatering beyond the contract price for this item.

Also, under this item the Contractors shall acquire the necessary permit for the relocation of aquatic species into their natural environment and perform these duties as well. It is highly recommended that a biologist be retained by the contractor to apply for the permit and as well relocate all trapped aquatic species.

Basis of Payment: Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to complete and maintain dewatering for the removal and construction activities required under this contract, including any relocation of equipment as may be required during the work. It shall also be full compensation for aquatic species relocation. Measurement of payment shall be Lump Sum.

Item No. 15 - Environmental Protection

Under this item the contractor shall supply, install and facilitate the necessary environmental protection requirements to ensure compliance with all Regulatory Agencies i.e. Ministry of the Environment, Department of Fisheries and the Ministry of Natural Resources.

The Contractor shall supply, install, and maintain erosion and sedimentation control measures according to OPSS 805 including, but not limited to, turbidity curtain and light duty silt fence shown on the plans. Regardless of site-specific measures detailed on the plans, the Contractor shall ultimately be responsible for selecting and implementing additional erosion and sediment control measures to suit their chosen work methods to sufficiently ensure no sediment runoff from the site. The Contract Administrator and Regulatory Agencies reserve the right to direct the contractor to install enhancements/additions to the measures in place at no additional cost to the project when they are found to be insufficient.

All erosion and sediment control measures shall be installed prior to the disturbance of the areas they are meant to protect and shall be monitored and maintained by the contractor until the disturbed areas have had stabilizing ground cover reinstated. All erosion and sediment control measures shall be inspected prior to and after each rainfall event to ensure they are functioning properly to the satisfaction of the Contract Administrator.

Any disturbed areas not scheduled for further construction for forty-five (45) days will be provided with a suitable temporary ground cover. Disturbed areas that have been graded to their final constructed state shall be covered with topsoil and seed within 7 days of completion. Erosion and sedimentation control measures shall be removed after, in the opinion of the

Contract Administrator, adequate development of the permanent stabilizing ground cover has occurred.

All roads used to access the site shall be kept clean to the satisfaction of the Contract Administrator/the Director of Public Works.

Basis of Payment: Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to complete the work. Measurement of Payment shall be by Lump Sum.

Item No. 16 - Construction of Concrete Garbage Receptacle Pad

Scope:

This item shall cover the construction of a concrete pad for the existing garbage receptacle. It shall also include the removal and reinstallation of the existing garbage receptacle.

Materials:

Concrete shall have a compressive strength of 30 MPa and shall be as per OPSS 1350.

Reinforcement shall be as per OPSS 1440.

Granular base material shall be as per OPSS 1010.

Construction:

This item shall include the supply, placement and compaction of granular base material as specified on the Contract Drawings and as per OPSS 314 and OPSS 501.

Concrete shall be supplied, placed and cured as per OPSS 904.

Reinforcement shall be supplied and placed as per OPSS 905.

The Contractor shall provide a minimum of 3 Business Days notice to the Contract Administrator prior to placing concrete.

Quality Assurance:

Testing of plastic concrete and sampling for compressive strength testing shall be completed at the discretion of the Contract Administrator. Testing shall be organized and paid for by the Owner.

Measurement for Payment:

Measurement for payment shall be by lump sum.

Basis of Payment:

Payment by lump sum shall be full compensation for all labour, equipment and material required to complete the work.

Item No. 17 Traffic Control

All work under this item shall be in accordance with the Contract Drawings and relevant General Special Provisions and OPSS 706.

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and materials required to supply and maintain all temporary signing, traffic control devices, flagmen and vehicle/pedestrian protection as per the Ontario Traffic Manual Book 7 for all lane closures, the full road closure of Dark Bay Road at the work zone, detour routes, construction access, and the accommodation for residential/commercial entrances where affected by the work zone, and the provision of a traffic control plan.

A detailed traffic control plan is to be submitted to the Contract Administrator for approval. The plan shall include the planned positions/arrangements/configurations of traffic control devices/signs, flaggers, or other materials for all lane closures, the full road closure of Dark Bay Road at the work zone, detour routes, construction access, and the accommodation for residential/commercial entrances where affected by the work zone. The plan shall include a standalone excerpt that can be distributed and posted for public information detailing the duration of construction, construction phasing, impacts to vehicle traffic access, impacts to pedestrians traffic access, impacts to emergency vehicle access, product deliveries, garbage / recycling pickup, timeframes, and other relevant impacts/changes. The plan shall be detailed and site specific (generic references to OTM Book 7 or other resources will not suffice). The traffic control plan shall be submitted to the Contract Administrator for review and approval at least 2 weeks in advance of the scheduled closure of Dark Bay Road at the work zone.

Basis of Payment: Measurement for payment is by Lump Sum. This Lump Sum shall be inclusive of all labour, material and equipment required to complete the work.

SECTION F

CONTRACT DRAWINGS

TOWNSHIP OF MUSKOKA LAKES

CONTRACT DRAWINGS

The Contractor acknowledges that the Contract Drawings as produced by THE GREER GALLOWAY GROUP INC. and listed herein are provisions of this Contract.

Dwg No.	Drawing Title	Drawing Set Page #
CO	Cover Page	1
C1	Removals Plan & Profile	2
C2	New Construction Plan & Profile	3
D1	Details	4