

Township of Edwardsburgh/Cardinal

**Plans and Specifications
Ventnor Bridge Channel Armouring
Tender # EC-PW-23-06**



Closes 2:00 pm March 28th, 2023



Keystone Bridge Management Corp.

714-B Front Road, Kingston, ON K7M 4L5

Tel: (613) 384-3272

TENDER DOCUMENTS

**Township of Edwardsburgh/Cardinal
Tender No. EC-PW-23-06**

Sealed tenders, submitted on forms provided by the *Municipality* will be received at the Municipal Offices until **2:00 p.m., local time**, on

Tuesday March 28th, 2023

for:

Ventnor Bridge Channel Armouring

A certified cheque in the amount stipulated under the Tender requirements must accompany each bid for the above contract.

Information to bidders, specifications and tender forms for the above are available in digital (PDF) format and may be obtained at the offices of:

**Township of Edwardsburgh/Cardinal
18 Centre Street, P.O. Box 129
Spencerville, ON K0E 1X0**

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

TABLE OF CONTENTS

Table of Contents	iii
AGREEMENT	1
DESCRIPTION OF THE WORK	2
TENDER AND BID Deposit REQUIREMENTS	3
LETTER OF INTENT	9
FORM OF TENDER	10
SCHEDULE OF UNIT PRICES	11
LIST OF SUBCONTRACTORS	13
AGREEMENT TO BOND	14
SAMPLE PERFORMANCE BOND	15
NO BID REPORT	16
PRIVILEGE CLAUSE	17
1. MUNICIPALITY GENERAL CONDITIONS	20
2. FAIR WAGES AND HOURS OF LABOUR – LABOUR CONDITIONS & FAIR WAGE SCHEDULE	21
HOURS OF WORK	22
NON-DISCRIMINATION	22
WITHHOLDING PAYMENT	22
DEFAULT	23
1. INTERPRETATIONS	26
2. OPERATIONAL CONSTRAINTS	27
3. ENVIRONMENTAL PROTECTION OF WATERCOURSES	27
4. MANAGEMENT OF EXCESS MATERIALS	28
5. OPSS SPECIFICATIONS AND STANDARD DRAWINGS	28
6. OPEN BURNING	28
7. PROGRESS OF THE WORK	28
8. DUST CONTROL	29
9. UTILITIES, FENCES AND PRIVATE PROPERTY	29
10. TENDERERS TO INVESTIGATE	29
11. INQUIRIES DURING TENDERING	30
Tender Documents	iii

12.	PREVENTION OF DAMAGE	30
13.	PERSONNEL LIST	30
14.	LIST OF SUPPLIERS.....	30
15.	EROSION CONTROL	30
16.	LIST OF DESIGNATED SUBSTANCES.....	31
17.	TREE PROTECTION.....	31
18.	MAINTAINING ROADWAYS AND DETOURS.....	32
19.	ACCESS TO PROPERTIES ADJOINING THE WORK AND INTERRUPTION OF UTILITY SERVICES	32
20.	EMPLOYMENT	32
21.	PAVEMENT MARKINGS	32
22.	CONTRACT ADMINISTRATOR’S FIELD OFFICE	32
23.	THE OCCUPATIONAL HEALTH AND SAFETY ACT	33
24.	MILESTONE INSPECTIONS	33
	SP ITEM 1 - GENERAL SITE WORK	36
	SP ITEM 2 – TRAFFIC CONTROL SIGNING	36
	SP ITEM 3 – ARMOUR STONE.....	37
	SP ITEM 4 - RIP RAP	37
	SP ITEM 5 – GRANULAR B1	38
	SP ITEM 6 – GRANULAR A	38
	SP ITEM 7 – TURBIDITY CURTAIN	38
	STANDARD DRAWINGS	40
	STANDARD SPECIFICATIONS	40
	CERTIFICATE OF SUBSTANTIAL PERFORMANCE.....	41
	CHANGE ORDER	42
	CONTRACT DRAWINGS	44
	STRUCTURAL STANDARD DRAWINGS	44
	BORE HOLE LOGS	44

AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____ 20__.

BETWEEN:

Name of Firm _____

Address _____

City/Province: _____ Postal Code: _____

hereinafter called the "*Contractor*"

THE PARTY OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

hereinafter called the "*Municipality*"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the *Engineer*, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender hereof, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORK

A description of the work is:

Installation of armour stone and other granular material to repair channel erosion in the NW corner of the bridge opening together with related work.

The *Contractor* further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Special Provision entitled **PROGRESS OF THE WORK**.

The *Contractor* agrees that any monies due to the *Municipality* as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the *Contractor* on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the *Contractor* for all work done, the unit prices on the Tender.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS THEREOF, the *Contractor* and the *Municipality* have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Witness

Signature of *Contractor* or
Seal of the Corporation

Witnesses

Mayor, *Township*

Witnesses

Clerk, *Township of Edwardsburgh/Cardinal*

TENDER AND BID DEPOSIT REQUIREMENTS

1.1 CLOSING TIME AND DATE:

Tenders on this form and in a sealed envelope, will be received by **Township of Edwardsburgh/Cardinal, P.O. Box 129, 18 Centre Street, Spencerville, ON, K0E 1X0**, not later than **2:00 p.m. on Tuesday March 28th, 2023**.

1.2 PRE-BID SITE INSPECTION:

Before submitting a bid, the *Contractor* must conduct an inspection of the job site. The submission of a bid shall be an explicit representation by the *Contractor* to the *Municipality* that such an inspection was undertaken, and the *Contractor* has satisfied itself as to all conditions capable of being observed in the field. The *Contractor* shall be responsible for all site conditions capable of being observed in the field, and the *Contractor* is expected to undertake its inspection in a careful and skilful manner and shall obtain and conduct all requisite investigation in order to acquaint itself with physical conditions in relation to the job site and the project.

1.3 TENDER OPENING & AWARD:

Tenders will be received by the *Municipality* not later than **2:00 p.m. on Tuesday March 28th, 2023**.

Time registered on the *Township of Edwardsburgh/Cardinal* phone system will be considered the official time of submission.

Tenders received later than closing time on the closing date will be returned unopened.

All submissions will be opened immediately after the time of Tender Closing.

Bidders will be notified in writing of the tender results.

A list of the names of bidders who have submitted tenders will be recorded in the *Township of Edwardsburgh/Cardinal* Office. A copy of the list may be obtained after the opening and review of tenders by contacting the *Municipality* at **(613) 658-3001 x 2**.

The Contract is anticipated to be awarded by resolution of Council on **Monday April 24th, 2023**.

1.4 CONTACT PERSON:

Bidders may contact the *Consultant*, **Mr. Harold Kleywegt, P.Eng.**, of Keystone Bridge Management Corp. at **(613) 384-3272 (office)** or **(613) 449-3272 (Cell)** any time from 8:30 a.m. to 4:30 p.m., Monday to Friday, with questions related to the detailed specifications or the nature of the required work.

Questions related to the tendering process itself, may be directed to the *Municipality* in care of, **Mr. Gord Shaw, Director of Operations, Township of Edwardsburgh/Cardinal** at **613-658-3001 x 5**.

SUBMISSION REQUIREMENTS:

A complete copy of the tender form, including reference to any addenda that may be issued prior to the closing date, must be submitted intact to be considered as a complete tender.

All Tender documents must be typed or written in ink.

No other forms, terms or conditions will be acceptable.

Tenders must be submitted in a sealed envelope identifying the project name.

The Tender must be legible, and all items must be bid. Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void. **(The Municipality reserves the right to reject any or all Tenders or to accept any Tender if it is deemed in their best interest to do so).**

Each Tender must be accompanied by the attached Agreement to Bond form or an acceptable equivalent completed by the Bonding Company.

When the contract agreement is signed, the successful bidder must furnish, at its expense, a Performance 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. The Performance Bond shall be on a form endorsed by the Canadian Construction Association.

1.5 TENDER ADDENDA:

It may be necessary for a variety of reasons to issue addenda which may include, but not be limited to:

- i) correction to the tender documents and related forms;
- ii) to extend closing dates for tenders;
- iii) clarification of parts of the tender documents;
- iv) responses to specific questions asked by one bidder that the *Municipality* (or their designate) believes should be made available to all bidders;
- v) retraction or cancellation of the tender.

Addenda if required will be issued through the Township's procurement web site.

If a bidder does not reflect the proper number of addenda issued on the tender documents submitted, the tender may be rejected.

Although the *Municipality* will make every reasonable effort to ensure that a bidder receives all addenda issued, it is the bidder's ultimate responsibility to ensure that all addenda have been received.

1.6 BID DEPOSIT:

1.6.1 The Tender must be accompanied by a deposit, enclosed in the same envelope as the Tender. The deposit shall be a bid bond or certified cheque, bank draft or money order, made payable to Township of Edwardsburgh/Cardinal. The deposit shall be equal or greater than the amount shown in the following Table.

Total Amount of Contractor's Tender	Minimum Deposit Required
\$ 20,000.00 or less	\$ 1,000.00
\$ 20,000.01 to \$ 50,000.00	\$ 2,000.00
\$ 50,000.01 to \$ 100,000.00	\$ 5,000.00
\$ 100,000.01 to \$ 250,000.00	\$ 10,000.00
\$ 250,000.01 to \$ 500,000.00	\$ 25,000.00
\$ 500,000.01 to \$1,000,000.00	\$ 50,000.00
\$1,000,000.01 to \$2,000,000.00	\$ 100,000.00
\$2,000,000.01 and over	\$ 200,000.00

The *Tenderer* acknowledges that:

- a) The Tender has been submitted in good faith, and with no collusion with any other bidder;
- b) The Tender is genuine and accurate;
- c) The *Municipality* can rely on the representations in the Tender; and
- d) The *Tenderer* shall adhere to the Tender if it is accepted by the *Municipality*.

1.6.2 The *Municipality* shall not pay interest on the bid deposit.

1.6.3 Unless the Tender has been withdrawn in writing by the *Tenderer* prior to the time set for opening the Tenders, the bid deposit shall be forfeited to the *Municipality* in the event that the *Municipality* notifies the *Tenderer* that his Tender has been accepted, and:

- a) The *Tenderer* fails to execute a contract within ten (10) days of such notice; or
- b) The *Tenderer* notifies the *Municipality*, in writing, that he is not prepared to enter into a contract.

1.6.4 The bid deposit of the successful *Tenderer* and the second preferred *Tenderer*, will be returned after all documents are completed to the satisfaction of the *Municipality*, and in particular:

- a) The successful *Tenderer* has executed the Agreement (if required in the Tender) between the *Municipality* and the *Tenderer*.
- b) The successful *Tenderer* has provided evidence of insurance in accordance with the tender documents.

- 1.6.5 The bid deposit provided with each unsuccessful Tender shall be returned to the *Tenderer(s)* within fourteen (14) days from the date of entering into a contract with the successful bidder.
- 1.6.6 The *Tenderer* acknowledges that any forfeiture of the bid deposit, or irrevocable letter of credit, does not relieve the *Tenderer* of its liability to pay damages sustained by the *Municipality* arising from failure by the *Tenderer* to enter into a contract with the *Municipality*.
- 1.6.7 Failure to provide any bid deposit will be deemed to be an irregularity which will render the Tender null and void. The Tender, in such cases, shall NOT be accepted by the *Municipality*, and shall not qualify as a Tender.

1.7 FREEDOM OF INFORMATION ACT:

The Tenderer hereby consents to disclosure of any information contained in this tender document, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M.56.

1.8 REJECTION OF TENDER:

The lowest or any tender may not necessarily be accepted. THE PRIVILEGE CLAUSE IN THE TENDER DOCUMENT MUST BE SIGNED. BIDS MAY BE CONSIDERED INFORMAL IF THE PRIVILEGE CLAUSE IS NOT SIGNED.

1.9 NO BID REPORT:

If the *Tenderer* has reviewed the tender documents and has determined that it will not be submitting a bid for any portion of the work covered under the tender documents, and it does not wish to receive any further correspondence related to the tender documents, **including any addenda that may be issued**, the attached “No Bid Report” shall be faxed or mailed to the indicated address.

Once the *Municipality* receive the No Bid Report, no further correspondence related to the tender document will be issued to the *Tenderer*.

The *Municipality* is interested in any reasons you might have for not submitting a bid and would encourage you to provide any comments in the space provided.

1.10 GUIDELINES REGARDING TENDER IRREGULARITIES:

IRREGULARITY		RESPONSE
1	Late bids.	Late bids will not be accepted and will be returned unopened to the bidder.
2	Bids not completed by legible writing in ink or by typewriter.	Automatic rejection.
3	Part bids (all items not bid)	Automatic rejection unless the Tender documents specifically permit part bids.
4	Total amount tendered for an item does not agree with the extension of the tender quantity and the	Mathematical discrepancies will be corrected by the <i>Municipality</i> to arrive at the correct Total Tender Price. Wherever the total amount tendered for an

	tendered unit price; or, amount entered for Total Tender Price does not agree with correct mathematical sum of the total amount tendered of all tender items.	item does not agree with the extension of the tender quantity and the tendered unit price, the unit price shall be deemed to govern and the Total Tender Price shall be corrected accordingly. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender price shall be corrected accordingly.
5	Qualified bids (bids restricted by a statement added to the Form of Tender or a covering letter or alterations to the Form of tender).	Automatic rejection unless the Tender documents specifically permit such qualification.
6	Execution of Form of Tender by bidder: (a) Original signature of bidder missing, with or without any seal being affixed.	Automatic rejection. Two (2) Municipality business days from time of demand by Municipality to affix corporate seal or red legal seal. If bidder fails to do so, the bid will be rejected.
7	Failure of bidder to provide copies of all Addenda with their Tender Submission.	Automatic rejection unless every change set out in all of the addenda issued is clearly visible on the face of the bid submitted OR the relevant addendum issued is solely for the purpose of revising a closing date.
8	Bids received on documents other than those original documents supplied by the Municipality in the tender package.	Automatic rejection unless a bid is received on a true photocopy of the original documents supplied by the Municipality in the tender package.
9	Erasures, changes, overwriting, whiteouts, cross outs or strikeouts which are not initialed by the bidder: (a) Unit prices in a unit price tender. (b) Lump sum price in a lump sum tender. (c) Other items in the Form of Tender.	Automatic rejection. Automatic rejection. Two (2) Municipality business days from time of demand by Municipality to initial changes. The

		<i>Municipality</i> reserve the right to waive the initialing of such changes and to thereafter accept the bid as being in compliance with the tender requirements.
10	Failure by bidder to provide names of requested subcontractors it proposes to use on the project, acceptable to the <i>Municipality</i> .	Unless otherwise specified in the tender documents, two (2) <i>Municipality</i> business days from time of demand by <i>Municipality</i> to provide names of requested subcontractors acceptable to the <i>Municipality</i> . Failure to provide the names or to provide subcontractors acceptable to the <i>Municipality</i> will result in rejection of the bid.
11	Tender deposit: (a) Cheque is in an insufficient amount, not made payable to the <i>Municipality</i> , or no cheque is provided by bidder. (b) Not otherwise in compliance with the Form of Tender requirements.	Automatic rejection. Automatic rejection.
12	Agreement to Bond: (a) Not provided where requested in tender package. (b) Corporate seal or original signature of bonding company, or both, are missing from the agreement to bond. (c) Not otherwise in compliance with the Form of Tender requirements.	Automatic rejection. Automatic rejection. Automatic rejection.
13	Unsealed Tender Envelopes/Containers.	Unsealed bids will not be accepted.

1.11 BOREHOLE DATA:

There is no separate borehole data for this project.

The Contractor shall investigate the site and make his own determinations with respect to subsurface conditions.

LETTER OF INTENT

TO:

**Township of Edwardsburgh/Cardinal
P.O. Box 129, 18 Centre St.,
Spencerville, ON K0E 1X0**

To Mayor and Council:

The undersigned has examined the plans, specifications and location of the work described herein and is fully informed as to the nature of the work and the conditions related to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all materials, except as otherwise specified, and for the unit prices named in the itemized list, to complete the work herein described in strict accordance with the plans, therefore, and in conformity with the requirements of the specifications and supplemented specifications as may be provided by the *Municipality* for the performance of this Work.

A bid deposit or bid bond for the sum of \$ _____ accompanies this Tender.

Signature of *Contractor*

FORM OF TENDER

This Tender is submitted by:

Name of Firm: _____

Address: _____

City/Province: _____ Postal Code: _____

Telephone: _____ Facsimile: _____

1. I/WE declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this tender or in the contract proposed to be taken.
2. I/WE further declare that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that no member of the Council or any officer of the **Municipality** is or will become interested directly or indirectly as a contractor in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.
4. I/WE further declare that the firm or corporation, the signature of whose proper officers and seal is or are attached below, is in good standing with the Workplace Safety & Insurance Board and will provide the **Municipality** with a Certificate from the Workplace Safety & Insurance Board should I/WE be awarded the contract.
5. I/WE further declare that the several matters stated in the said tender are in all respects true.
6. I/We further declare that _____ addendum/addenda has/have been received for this tender document and is/are attached to this submission, and that I/We understand it is the bidder's ultimate responsibility to ensure that all addenda issued have been received.
7. I/WE further declare that I/We have carefully examined the locality and site of the proposed works, as well as all the Plans, Drawings, Profiles, Form of Tender and Information for Tenderers, Specifications, Special Provisions, General Conditions, Agreement and Bond as well as any and all addenda issued, relating to the said Contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby tender and offer to enter into a contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange and Harmonized Sales Tax (HST) and other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices set forth in the tender herein as follows:

SCHEDULE OF UNIT PRICES

(Note: Unit and/or lump sum prices shall not include HST)

Item	Description	OPSS	Units	Qty	Unit Price	Amount
1	General Site Work	SP	LS	1	\$	\$
2	Traffic Control Signing	706, SP	LS	1	\$	\$
3	Amour Stone	SP	t	90	\$	\$
4	Rip Rap	MUNI 511, SP	t	20	\$	\$
5	Granular B1	MUNI 314, SP	t	10	\$	\$
6	Granular A	MUNI 314, SP	t	10	\$	\$
7	Turbidity Curtain	SP	LS	1	\$	\$
Legend: Qty = Estimated Quantity, SP= Special Provision, (P) = Provisional Item, LS = Lump Sum, m = linear metre, m ² = square metres, m ³ = cubic metres, t = Tonne, Kg = Kilogram, Hrs = Hours, EA = Each, PQP = Plan Quantity Payment.					SUB TOTAL	\$
					HST @ 13%	\$
					GRAND TOTAL INCLUDING HST	\$

Total amount of tender (including HST) written in words:

By our signature hereunder we the **Contractor** hereby identify this as the Schedule of Unit Prices referred to in our attached Form of Tender.

Signature: _____

Name of Firm: _____

Address: _____

City/Province: _____ Postal Code: _____

8. I/WE agree that this offer is to continue open to acceptance until the formal contract is executed by the successful tenderer for the said work or until 30 days after the said opening, whichever event first occurs; and that the **Municipality** may at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.
9. Accompanying this Tender is the bid deposit in the form and amount specified in the "Tender and Bonding Requirements" made payable to The **Municipality**, the proceeds of which shall be forfeited to the **Municipality** if I/We fail to file with the **Municipality** an executed form of Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this tender by the **Municipality**.
10. I/WE hereby agree that notification of acceptance of this tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.
11. I/WE hereby agree that the work specified in the contract will be performed in strict accordance with the Design Drawings, Specifications, Special Provisions and General Conditions.

Name of **Contractor**

Signature of **Contractor**

Witness

Dated at _____ this _____ day of _____ 20 _____.

LIST OF SUBCONTRACTORS

Listed below are the names and addresses of all Subcontractors, together with the item or items sublet to each for this Contract.

The employment of Subcontractor(s) other than those listed below will not be permitted without the written authorization of the Engineer.

Name	Address	Item Sub-Contracted

Dated at _____ this _____ day of _____ 20 ____.

Signature of *Contractor*

Witness

Name

Name

Position

Occupation

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for

_____ in a Performance bond totaling One Hundred Per Cent (100%) of the Contract amount and a Labour and Material Payment Bond totaling One Hundred Percent (100%) of the Contract amount, and conforming to the Instruments of the Contract attached hereto, for the full and due performance of the works shown as described herein if the Tender for **Ventnor Bridge Channel Armouring**, is accepted by the *Municipality*.

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 Bond must be completed with the undersigned within the (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____ 20_____.

Name of Bonding Company

Signature of Authorized Person
Signing for Bonding Agency

Position

SAMPLE PERFORMANCE BOND

No. _____

Amount: \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT as Principal, hereinafter called the Principal and _____ a corporation created and existing under Surety, hereinafter called the Surety, are held and firmly bound unto **The Corporation of Township of Edwardsburgh/Cardinal** as Obligee, hereinafter called the Obligee, in the amount of

_____ dollars

(\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered a written contract with the Obligee, dated the ____ day of _____, for **Ventnor Bridge Channel Armouring** in accordance with the Contract Documents submitted therefore which are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations there under, the Surety may promptly remedy the default, or shall promptly

- (1) complete the Contract in accordance with its terms and conditions or
- (2) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration to two (2) years from the date on which final payment under the contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this _____ day of _____, 20____.

SIGNED AND SEALED

In the presence of:

NO BID REPORT

DATE: _____

**Township of Edwardsburgh/Cardinal
P.O. Box 129, 18 Centre St.,
Spencerville, ON K0E 1X0**

Dear Sirs:

I/We will not be submitting a bid for any portion of the tender for the **Ventnor Bridge Channel Armouring**.

I/We acknowledge that by providing this no bid report to you that I/We will not receive any further correspondence related to this tender, including any addenda that may be issued.

Contractor: _____

Signature: _____

PRIVILEGE CLAUSE

In consideration of the *Municipality* receiving the Tenderer's tender with respect to this Contract, the *Municipality* reserve the right, in its sole and absolute discretion to:

- (a) deem a tender submission to be unbalanced and may reject any and all tenders, which it so deems, and for this purpose, "unbalanced" shall include, without limitation, a tender which does not reflect a realistic breakdown of the costs of each or any portion of the work;
- (b) adjust the bid price totals in a tender where there are errors in extensions, additions, or computations. In such cases and in all cases, the unit prices shown shall govern;
- (c) reject any or all tenders, accept a tender which is not the lowest price, reject a tender even if it is the only one received by the *Municipality*; and cancel the purchase at any time either before or after the receipt of the tender, without liability to itself, as the best interests of the *Municipality* may require, or as required in accordance with the *Municipality* by-laws, policies or procedures;
- (d) inspect and have a demonstration of the goods and/or services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
- (e) fully evaluate the tender, which evaluation may include, without limitation, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by subcontractors for nonpayment) and claims history of the tenderer, and to reject a tender if same is not satisfactory to the *Municipality*.

The *Municipality* and its Consultants shall not be held responsible for any damages, liabilities, costs, expenses, loss, or damages incurred by any tenderer by reason of the acceptance, or the non-acceptance, of any tender, or by reason of any delay in the acceptance of a tender except as provided for in the Contract.

Signature of Authorized Person
Signing for Contractor

SUPPLEMENTAL GENERAL CONDITIONS

1. MUNICIPALITY GENERAL CONDITIONS

The General Conditions of the Ontario Provincial Standards (OPS) for Roads and Public Works, November 2019 (OPSS.MUNI 100), shall apply to this Contract except as amended or augmented by these supplemental general conditions.

1.1 Amendment to GC 1.04 – Definitions

The following definitions shall be added to GC 1.04.01.

"Authority" - means the Authority for whom the work is being done, i.e. the Municipality or Municipality or Ontario Ministry of the Environment or the Ontario Ministry of Transportation of Ontario.

"Commercial Sources - Aggregates" - means a quarry, sand/gravel pit, industrial slag source or any location or site from which business organization or enterprise provides aggregates and/or combinations as required throughout the year.

"Delineators" - means TC-54 construction markers as described in The Ontario Traffic Manual, Book 7.

1.2 Amendment to GC 2.01 – Reliance on Contract Documents

The clauses of GC 2.01 are amended in that the lines and elevations of the existing utilities, pipes, conduits, cables, structures or other objects either underground or on the surface, as shown on the drawings are taken from available plans and from measurements in the field and should the plot be found incorrect or incomplete, the **Contractor** shall have no claim on that account. The **Contractor** is responsible for location of all utilities.

1.3 Amendment to GC 6.03 – Contractor's Insurance

The following clause shall be added to GC 6.03.01.02:

All required insurance policies shall include the **Township of Edwardsburgh/Cardinal** and **Keystone Bridge Management Corp.** as named additional insured parties. The **Contractor** shall provide the **Contract Administrator** with an original certificate of the appropriate insurance coverage which clearly sets out all the requirements of this General Condition.

1.4 Amendment to GC 8.01 – Measurement

GC 8.01.02.01 a) is amended by the addition of the following:

If the **Owner** and the **Contractor** do not reach a timely agreement, the **Owner** will make payment to the **Contractor** at the contract unit price for the quantity exceeding 115%. Pending completion of negotiations, the holdback will be retained, or, if necessary, increased sufficiently to cover the estimated reduction.

The following clauses shall be added to GC 8.01:

GC 8.01.03 Provisional Items

Where "Provisional Items" are shown in the Tender Form, these shall be full compensation for the work specified. The **Contractor** shall not be due any payment for any Provisional Item unless the work is ordered or previously approved by the **Contract Administrator**.

GC 8.01.04 Tendered Prices to be Complete Prices

Tender items on this project are called up either as lump sum or unit price items. In both cases, the tendered price shall include all costs for work described in the governing OPS specifications, work described in any special provision for the item and all work described or called for on the drawings. In addition, the costs of any work necessary to complete an item of work but not called for must be included in the bid price. **Contractors** must therefore recognize that there are many small items of work involved in any single tender item and shall therefore include for all in the tendered price. Every tender item must include such miscellaneous necessary items of work.

In addition, there are several Supplemental General Conditions, which do not apply to a tender item. No additional payment will be made for such Supplemental General Conditions and all other costs associated with such shall be included in the standard accounts for the project and distributed to all tender items.

1.5 Amendment to GC 8.02.03.07 – Completion Payment and Completion Statutory Holdback Release Payment Certificates

The following shall be added as GC 8.02.03.07.03 d):

Two (2) copies of a form of release signed by each property owner, upon whose land the **Contractor** has entered for any purpose in conjunction with the Contract, shall be provided by the **Contractor**.

2. FAIR WAGES AND HOURS OF LABOUR – LABOUR CONDITIONS & FAIR WAGE SCHEDULE

INTERPRETATION

In the following Conditions

- a) "Act" means the Fair Wages and Hours of Labour Act;
- b) "Regulations" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;
- c) "contract" means the contract of which these Labour Conditions are part;
- d) "contracting authority" means the department of Government or a crown corporation with whom the contract is made;
- e) "contractor" means the person who has entered into the contract with the contracting authority;
- f) "regional director" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;
- g) "inspector" has the meaning assigned to the term by Part III of the Canada Labour Code.
- h) "Minister" means the Minister of Labour of Canada;

- i) "persons" means those workers employed by the contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract.

HOURS OF WORK

The hours of work in a day and in a week, including the hours of work in excess of which a person shall be paid for at an overtime rate at least equal to one and one-half times the fair wage, shall be the hours of work for the province in which the work is being performed as set out, from time to time, in an Act of that province.

FAIR WAGES

All persons employed by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work of the contract shall be paid fair wages.

Where the contractor receives notice from the contracting authority of any change in wage rates, the contractor will pay not less than the changed wage rate beginning on the first day after receipt of the notice of the change in wage rates.

Where there is no wage rate for a particular character or class of work, the contractor will pay wages for that character or class of work at a wage rate not less than the rate established under Federal Regulation for an equivalent character or class of work.

NON-DISCRIMINATION

In the hiring and employment of workers to perform any work under the contract, the contractor will not refuse to employ and will not discriminate in any manner against any person because

- (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
- (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person; or
- (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the contractor to comply with paragraph (a) or (b).

WITHHOLDING PAYMENT

The contractor shall not be entitled to payment of any money otherwise payable under the contract until the contractor has filed with the contracting authority in support of the claim for payment a sworn statement including the following:

- (a) that the contractor has kept the books and records required to be kept under section "BOOKS AND RECORDS";
- (b) that there are no wages in arrears in respect of work performed under the contract; and
- (c) to the knowledge of the contractor, that the conditions of the contract required by the Act and these Regulations have been complied with.

Where fair wages have not been paid by the contractor to persons employed under the contract, the contracting authority shall withhold from any money otherwise payable under the contract to the contractor the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid.

SUBCONTRACTS

In subcontracting any part of the work contemplated by the contract, the contractor shall

(a) place conditions in the subcontract to secure observance by the subcontractor of the conditions respecting fair wages, hours of work, other labour conditions of the contract and the requirements of section "BOOKS AND RECORDS"(a); and

(b) be responsible for carrying out any of the conditions described in paragraph (a) that the subcontractor fails to carry out.

DEFAULT

- (1) Where a contractor is in default of payment of fair wages to an employee, the contractor shall pay the Minister the amount the contractor is in default.
- (2) Where a contractor fails to comply with a provision in a contract described in subsection (1), the contracting authority shall pay to the Receiver General, out of any money otherwise payable to the contractor, the amount the contractor is in default.

BOOKS AND RECORDS

The contractor shall

(a) post and keep posted in a conspicuous place on the premises where work is being carried out or on premises occupied or used by workers engaged in or carrying out the work

(i) a copy of the schedule of wage rates applicable under the contract,

(ii) a copy of the contractual provisions requiring the payment of fair wages, and

(iii) a copy of any change in wages to be paid under the contract;

(b) keep books and records showing the names, addresses, classifications of employment and work of all workers employed under a contract and the rate of wages to be paid, wages paid and daily hours worked by the workers; and

(c) permit, at all reasonable times, an inspector to inspect their books, records and premises and provide an inspector with access to the contractor's premises for that purpose.

The daily or weekly hours of work set out in section "HOURS OF WORK" may be exceeded in accordance with provincial law.

SPECIAL PROVISIONS

- GENERAL

SPECIAL PROVISIONS – GENERAL

1. INTERPRETATIONS

ABBREVIATIONS

AASHTO - American Association of State Highway & Transportation Officials

(formerly ASSHO)

ASA - American Standards Association

ASTM - American Society for Testing and Materials

AWG - American Wire Gauge

CESA - Canadian Engineering Standards Association

CGSB - Canadian Government Specifications Board

CSA - Canadian Standards Association

CWB - Canadian Welding Bureau

OPSS - Ontario Provincial Standard Specifications

DEFINITIONS

Access Road - means a private road built or used by the **Contractor** to gain access to the work or to a source of material but excluding any haul road and the road under contract.

Base - means a layer of material of specified type and thickness placed immediately below the pavement, driving surface, curb and gutter or sidewalk.

Constructor - for the purpose of complying with the Occupational Health and Safety Act means the General Contractor performing this contract.

Culvert - means a structure which is designated as a culvert in the contract documents and which is designed to provide an opening under a roadway, railway or side entrance for the passage of surface water.

Earth Grade - means the earth surface, whether in cut or fill, as prepared for the base or sub-base.

Gallon - means Imperial gallon.

Grade - when used in the sense of elevation as in the expressions "to grade", "below grade", or expressions of similar implications, means the required elevation of the completed work.

Grade Line - means the line representing the established elevation of the completed work in profile or longitudinal section taken along a reference line established for the control of the work.

Grade Point - or **Transition Point** - means the point where the grade line passes from cut to fill.

Haul Road - means any public road excluding the road under contract, which forms part of a materials haul route.

Minister - means the Minister of Transportation of Ontario.

Ministry - means the Ministry of Transportation of Ontario.

Pavement - means a wearing course or courses placed on the roadway and consisting of asphaltic concrete, Portland cement concrete, or plant or road mixed mulch.

Profile Grade - means unless otherwise specified in the contract, the top surface elevation to the uppermost layer of granular material whether treated or untreated.

Road Allowance or **Highway** - means the lands acquired at any time for the use of the public as a common highway.

Roadbed - means that part of the highway designed or intended for use of vehicular traffic and shall include the shoulders.

Rock Grade - means a rock surface, whether in cut or fill, as prepared for the base or subbase.

Sewer - means a conduit which has been designed as a sewer to carry storm waste, sanitary waste or both and which is designated as a sewer in the contract documents.

Shoulders - means that portion of the roadway between the edges of the surfacing material and the inside edges of the ditch or fill slopes.

Subbase - means the earth or rock surface, whether in cut or fill, as prepared for the base or subbase.

Tonne - means 1,000 kilograms.

OWNER, MUNICIPALITY, ETC.

Any reference to '**Owner(s)**' or '**Municipality**' or '**Township**' shall, for this contract, be deemed to refer to **The Corporation of the Township of Edwardsburgh/Cardinal** as their interests may apply.

2. OPERATIONAL CONSTRAINTS

1. The Contractor is granted a maximum of four weeks to close the bridge and complete the work.
2. No work and/or materials shall be stored beyond the limits of the contract unless approval has been given by the **Contract Administrator**.
3. The work will proceed according to the approved project schedule unless approved otherwise by the **Contract Administrator**.
4. Outside of the road closure periods, no work shall be carried out on Sundays or Statutory holidays, save maintenance of curing concrete.

3. ENVIRONMENTAL PROTECTION OF WATERCOURSES

This Contract is governed by OPSS.MUNI 182 November 2021 "General Specification for Environmental Protection for Construction in Waterbodies and on Waterbody Banks". All on site operations necessitated by this Contract shall conform to this Specification.

Additionally, the Contractor is required to obtain a permit from the South Nation Conservation Authority (SNCA) before commencing the work. The Contractor shall satisfy the SNCA that its measures under this Clause are sufficient to perform the work to OPSS.MUNI 182.

4. MANAGEMENT OF EXCESS MATERIALS

This Contract is governed by OPSS.MUNI 180 November 2021 "General Specification for the Management of Excess Materials". All excess material generated by this Contract shall conform to this Specification.

5. OPSS SPECIFICATIONS AND STANDARD DRAWINGS

All **Contractors** proposing to bid on this contract will be required to obtain their own copies of the applicable OPSS Specifications and Standard Drawings which will be in effect for this contract.

The current Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) form part of this contract.

The texts of all OPSS's are contained in the manual "Ontario Provincial Standard Specifications." Volume 1, Construction: Volume 2, Materials.

Regardless of which standards are contained in the OPS Manuals, the standards applicable to this contract are listed in the schedule of Provisions, Plans, Standard Drawings, Specifications and General Conditions.

6. OPEN BURNING

There shall be no open fires as part of the work on this contract.

7. PROGRESS OF THE WORK

A: Time:

Time shall be the essence of this Contract. If the time limit specified is not sufficient to permit completion of the work on schedule by the **Contractor** working a normal number of hours each day or week on a single shift basis, it is expected that additional crews and/or augmented daylight shifts will be required throughout the life of the contract to the extent deemed necessary by the **Contractor** to ensure that the various components of the work will be completed in accordance with the project schedule specified herein.

Any additional costs incurred by compliance with these provisions will be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

B: Project Schedule:

The Contract will be formally awarded by resolution of Council on **April 24th, 2023**. Work under this contract shall not commence on site before **July 1st, 2023**.

The work must be substantially completed by **October 31, 2023**. Note that no in-water work shall take place before **July 1st**, in accordance with Department of Fisheries and Oceans and Conservation Authority restrictions. The schedule indicated above outlines the time frame in which the work must be carried out. A detailed schedule, including a breakdown of all the tasks involved in carrying out the work, shall be prepared by the **Contractor** and submitted to the **Contract Administrator** within seven

days from the date of Contract award. The detailed schedule shall be in accordance with the time frame indicated herein and shall include all Provisional Items of the Contract.

The **Contractor** shall report the progress of the work to the **Contract Administrator** at site meetings which are tentatively scheduled for every other week or, more frequently if deemed necessary. The report shall focus on tracking of the actual progress of the work against the **Contractor's** detailed schedule which is based on the above time frame.

If, in the opinion of the **Contract Administrator**, the rate of progress of the work is not satisfactory or not in accordance with the project schedule, the **Contract Administrator** may request the deployment of additional crews and/or working extended hour to revert to the schedule. Such request shall be obeyed by the **Contractor** without any claims for additional payments. Failure by the **Contractor** to comply with the directions of the **Contract Administrator** in this regard shall be deemed as "non-fulfillment of the contract" and may warrant action by the **Municipality** in accordance with subsection GC 4.10 of the General Conditions.

8. DUST CONTROL

The **Contractor** shall take such steps as may be required to prevent dust nuisance resulting from his operations. The cost of all such preventative measures shall be borne by the **Contractor**.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

9. UTILITIES, FENCES AND PRIVATE PROPERTY

The **Contractor** shall be responsible for the protection of all utilities, fences and private property at the job site during the time of construction.

The relocation of utilities shall be carried out with the approval of the appropriate utility companies. No claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

It is the **Contractor's** responsibility to contact the appropriate agencies 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.

10. TENDERERS TO INVESTIGATE

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

The **Tenderer** shall carefully examine all plans and documents so that the unit prices tendered are commensurate with the nature of the work.

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

The **Contractor** shall be responsible for, and bear the cost of, field verification of all existing details and dimensions as they affect the work. Any discrepancy between actual conditions and details on the

drawings shall be reported to the **Contract Administrator** before proceeding with the work or fabricating materials so affected. Any delay or cost incurred by the **Contractor's** failure to comply with this provision shall be borne by the **Contractor**.

11. INQUIRIES DURING TENDERING

Tenderers are advised that inquiries regarding the interpretation of the plans or specifications shall be directed to the **Engineer, Mr. Harold Kleywegt, P.Eng.** at (613) 384-3272, or (613) 449-3272.

12. PREVENTION OF DAMAGE

The failure of the **Contract Administrator** 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 precautionary measures, protective work or other requirements.

13. PERSONNEL LIST

The **Contractor** shall provide the **Contract Administrator** with three (3) copies of a typewritten list of the names, addresses and phone numbers of his key personnel who will be on-site during the fulfillment of this Contract plus a similar list of personnel, if different from above, who can be contacted 24-hours per day, 7-days a week, in the event of an emergency and who are capable of taking all necessary measures to alleviate and correct the emergency situation.

14. LIST OF SUPPLIERS

The successful bidder must provide the **Contract Administrator**, with a typewritten list of all the suppliers and the type of product they will be supplying.

15. EROSION CONTROL

Prior to the commencement of any work on this project which might cause erosion and/or sedimentation, the **Contractor** must receive approval from the **Contract Administrator** for an erosion and sedimentation control program proposed and submitted in writing and/or diagrams by the **Contractor**. This program must be in accordance with Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites (May 1987 or latest revision).

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

In areas where excavated materials are stored temporarily, the **Contractor** shall prevent erosion of any material into watercourses, sewer systems or onto private property. Prior to commencing any operations on the contract, the **Contractor** shall submit his proposed methods, for controlling erosion and runoff, to the **Contract Administrator**. Prior to discharging any rain or groundwater into a

watercourse, the **Contractor** shall contact the **Contract Administrator**. Any discharge of sediment, silt or other deleterious substance into a watercourse shall be immediately reported by the **Contractor** to the above office.

Compensation for the **Contractor** to install and maintain erosion and sedimentation control measures to the satisfaction of the **Contract Administrator** and to schedule construction operations in accordance with the requirements herein shall be deemed to be included in the various tender items, and no additional payment shall be made.

16. LIST OF DESIGNATED SUBSTANCES

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. S.30, the **Contractor** is advised of the presence of the following Designated Substances.

The **Contractor** is advised that the Designated Substances silica (Ontario Regulation Number 521/92), lead (519/92) and arsenic (508/92) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the **Contractor** such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

17. TREE PROTECTION

Protection from the **Contractor's** operations of trees not designated for removal shall be ensured by, but not restricted to, the following:

The **Contractor** shall ensure that his operations do not cause flooding or sediment deposition on areas where trees not designated for removal are located, or within the drip line of these trees.

Unless the contract requires work within the drip line of trees, equipment shall not be operated within that drip line area. When the contract requires work within the drip line of trees, operation of equipment within that drip line area shall be kept to a minimum necessary to perform the work required.

Equipment or vehicles shall not be parked, repaired or refuelled, construction materials shall not be stored, and earth materials shall not be stockpiled within the drip line area of any tree.

The drip line of a tree shall be considered to be a circular ground surface around the tree with a radius equal to the dimension from the trunk to the outermost branches.

Repair work to trees not designated for removal, shall be performed in accordance with approved horticultural practice as follows:

Bark that is damaged by the **Contractor's** operations shall be neatly trimmed back to uninjured bark, without causing further injury, within five (5) calendar days of damage.

Branches 25 mm or larger in diameter that are broken by the **Contractor's** operations, shall be cut back to a neat surface within five (5) calendar days of breakage; branches to be removed completely shall be cut back to within 10 mm of their bases.

Roots 25 mm or larger in diameter that are exposed by the **Contractor's** operations shall be cut cleanly to the soil surface within five (5) calendar days of exposure.

Basis of Payment

Compensation for all costs associated with the above work shall be deemed to be included in the contract prices for the various tender items of the contract. No additional payment will be made.

18. MAINTAINING ROADWAYS AND DETOURS

The Contractor is authorized to take possession of the area immediately proximate to the work on or after **July 1st, 2023**. Before so doing the contractor shall have in place all required traffic control signing.

Mud tracking onto paved road surfaces outside of the work limits shall be cleaned at least daily and as and when required to minimize impacts to the travelling public.

The Township of Edwardsburgh/Cardinal will provide notification of partial road closure, and commencement of construction dates to all affected residents and services in advance of the work. The Contractor shall make known his schedule in sufficient time to permit a **minimum two-week notification period**.

19. ACCESS TO PROPERTIES ADJOINING THE WORK AND INTERRUPTION OF UTILITY SERVICES

1) The **Contractor** shall provide at all times, and at no extra cost to the **Municipality**

(a) adequate pedestrian and vehicular access on all roadways and properties adjacent to the construction site, except during the planned bridge closure when vehicle and pedestrian access will be denied.;

(b) continuity of utility services to properties adjoining the Working Area;

2) Where any interruptions in the supply of utility services are required and are authorized by the **Contract Administrator**, the **Contractor** shall give the affected property owners a minimum 24-hour notice and shall arrange such interruptions so as to create a minimum of interference to those affected.

20. EMPLOYMENT

The **Contractor** and any Sub-Contractor of the **Contractor** shall unless otherwise provided in law:

1. Employ only residents of Canada; and

2. In employing persons, refrain from discriminating against any person by reason of race, religious views or political affiliations.

21. PAVEMENT MARKINGS

Not Applicable.

22. CONTRACT ADMINISTRATOR'S FIELD OFFICE

The **Contractor** is not required to supply a field office for this project.

23. THE OCCUPATIONAL HEALTH AND SAFETY ACT

In order to avoid misunderstanding as to the nature of the work to be performed herein, the **Contractor**, by executing this Contract, unequivocally acknowledges that he is the “Constructor” within the meaning of the Occupational Health and Safety Act and amendments thereto.

24. MILESTONE INSPECTIONS

This Contract will be administered through a combination of unannounced and Milestone Inspections, and full-time inspection of critical components of the work. It will be incumbent on the Contractor to advise the Contract Administrator on a timely basis the requirement for attendance at a Milestone Inspection. The following Table identifies those Contract Items or Contract progress that requires Milestone Inspections, and the required notice for Contract Administrator attendance.

Contract Item	Milestone Activity	Notice Requirement
3	Armour Stone	48 hours
N/A	Final Acceptance Inspection	48 hours

The Contractor will not be permitted to advance beyond the identified stage in the Table above pending arrival of the Contract Administrator or his representative. There will be no extension of time for Contract Completion should the Contractor not provide timely notice as set out in the Table above. Should inspection be delayed through no fault of the Contractor then an extension of time for Contract Completion will be granted on an hour for hour basis.

SPECIAL PROVISIONS - ITEMS

SP ITEM 1 - GENERAL SITE WORK

Under this item, the Contractor shall complete the following work:

1. All excavation required to suit the intent of the work. Excavated material shall be salvaged and reutilized on site behind and under the armour stone and select granulars to suit the work and as directed by the Contract Administrator.
2. Removal and reinstatement of guiderail to access the work area.
3. Filling the void under the sidewalk in the NW approach corner.
4. Topsoiling and seeding all disturbed areas above the elevation of the rip rap placement.
5. Provide and install security fencing to exclude the public from open excavations.
6. The provision of all environmental protection measures, including an approved MOE/MNR spills kit on site at all times, as called for in these specifications and on the Contract drawings. All environmental protection measures shall meet the approval of the Contract Administrator and the relevant authorities (i.e. South Nation Conservation Authority, Ministry of Natural Resources, Ministry of Environment, etc.).
7. All permits such as the permit from the Conservation Authority.
8. All utility locates. The Contractor shall be responsible for the protection and stability of the utility poles within the Contract limits.
9. All clean-up. Upon completion of the Contract the Contractor shall leave the project site in a neat and tidy condition to the full satisfaction of the Contract Administrator. All material not expressly incorporated into the work shall be removed from the project site and disposed of as stated elsewhere in the Contract. All garbage shall be removed from site.
10. All costs for items required in the General Conditions and Special Provisions of this Contract or intrinsic to the work and which are not covered under other items of work.

No measurement for payment will be made for the Item, "General Site Work". Payment shall be by Lump Sum. All costs for Labour, Materials and Equipment necessary to complete the work of this Item shall be included in the Lump Sum bid for the Item, "General Site Work".

SP ITEM 2 – TRAFFIC CONTROL SIGNING

This Special Provision extends or amends the requirements of OPSS 706 as follows:

The Contractor shall be responsible for signing the actual work site including the advance warning signs and lane closure signs.

The Contractor shall supply, locate, relocate, erect, operate, maintain, and remove all construction signs, delineators, pedestrian barricades, lanterns and flashing lights. These shall be in accordance with the Ontario Ministry of Transportation Temporary Conditions Manual, most recent edition (the Manual).

Construction signs mean all traffic control devices and signs identified in the Manual and/or shown on the drawings, including vehicles, etc. provided to support signs, and equipment to supply sign lighting.

Signs shall be in place before any work affecting traffic begins. Signs shall be modified as required to suit the progress of the work. They shall be well maintained to be effective at all times and remain operational throughout the duration of the operation requiring signs, including shutdown periods.

All existing signs removed by the Contractor to accommodate construction should be kept operational by placement of a temporary support and shall be reinstalled in accordance with the Manual after the work operation is complete. Temporarily located existing signs shall be kept at the same height, offset and basic location from traffic as before removal.

Where existing signs are in conflict with the temporary signs these signs shall be covered for the appropriate durations and uncovered again as required to suit the work operations.

Payment

Payment at the lump sum contract price for the item, "Traffic Control Signing", shall be full compensation for all Labour, Equipment and Material necessary to complete the work.

For progress payment, fifty percent (50%) of the lump sum price will be paid upon the initial supply and installation of construction signs. The balance will be pro-rated over the remainder of the construction period.

Measurement for payment will be based on delivery tickets with appropriate deductions for concrete not incorporated into the work.

SP ITEM 3 – ARMOUR STONE

This Special Provision is the entire specification for the Item Armour Stone.

Material

The Armour Stone shall be blocky durable quarried limestone from an approved source that can demonstrate the durability and suitability of the supplied material. The Armour Stone shall comprise at least 80% individual units with a weight of between one tonne and two tonnes. Not more than 2% (two percent) of delivered material shall pass a 305 mm mesh size grizzly screen.

Placement

The Armour Stone shall be tightly placed on a level surface in a suitably excavated trench with the largest stones on the lowest course and with progressively smaller stones stagger-jointed on the upper courses. Smaller material shall be used to chink gaps between the stones.

Filter Fabric

Terrafix R270 filter fabric or an approved alternate is to be used under and behind all Armour Stonework.

Measurement for Payment

Measurement for Payment for the Item "Armour Stone" shall be in tonnes based on the delivery weigh tickets. The Contractor shall obtain and deliver to the Contract Administrator the weigh tickets for this Item. The weigh tickets shall identify the material type, tare weight, truck number, job site, tender item number, and date and time of delivery.

Basis of Payment

Payment will be full compensation for all labour, equipment, and material necessary to furnish the installed Armour Stone.

SP ITEM 4 - RIP RAP

This Special Provision extends and modifies the requirements of OPSS 511 as follows:

The gradation requirements for Rip Rap shall conform to R-50 of TABLE 8 Gradation Requirements for Gabion Stone and Rip Rap of OPSS.MUNI 1004.

The Measurement for Payment clause 511.09.01.01 is amended such that measurement will be by the tonne. The Contractor shall obtain and deliver to the Contract Administrator the weigh tickets for this Item. The weigh tickets shall identify the material type, tare weight, truck number, job site, tender item number, and date and time of delivery.

SP ITEM 5 – GRANULAR B1

This Special Provision extends or amends the requirements of OPSS.MUNI 314 as follows:

This Item includes the Granular B1 required to be placed above the rip rap and to act as a granular filter between the rip rap and Granular A material.

Measurement for Payment for the Item “Granular B1” shall be in tonnes based on the delivery weigh tickets. The Contractor shall obtain and deliver to the Contract Administrator the weigh tickets for this Item. The weigh tickets shall identify the material type, tare weight, truck number, job site, tender item number, and date and time of delivery.

SP ITEM 6 – GRANULAR A

This Special Provision extends or amends the requirements of OPSS.MUNI 314 as follows:

This Item includes the Granular A required for a finished surface and required to fill the void under the sidewalk on the north approach to the Ventnor Bridge.

Measurement for Payment for the Item “Granular A” shall be in tonnes based on the delivery weigh tickets. The Contractor shall obtain and deliver to the Contract Administrator the weigh tickets for this Item. The weigh tickets shall identify the material type, tare weight, truck number, job site, tender item number, and date and time of delivery.

SP ITEM 7 – TURBIDITY CURTAIN

This Special Provision is the entire specification for the Item Turbidity Curtain.

The work under this Item includes all work to achieve satisfactory separation of the work area from the flow of the South Nation River to the satisfaction of the South Nation Conservation Authority and shall include but not necessarily be limited to a commercial Turbidity Curtain suitable for the purpose, and any other similar measures that minimize silt and sediment from entering the water course.

Payment

Payment at the lump sum contract price for the item, “Turbidity Curtain”, shall be full compensation for all Labour, Equipment and Material necessary to complete the work.

STANDARD DRAWINGS SPECIFICATIONS & FORMS

STANDARD DRAWINGS

The Standard Drawings in effect for this Tender are as noted below and as indicated on the Contract Drawings. The list below is not exhaustive and other standard drawings may apply.

(NOT APPLICABLE)

Additional Standard Drawings referenced in the above Standard Drawings are not listed but have the same importance and effect as the listed Drawings.

STANDARD SPECIFICATIONS

The Standard Specifications (OPSS) in effect for this Contract are as follows:

OPSS.MUNI 100 November 2019
OPSS.PROV 127 April 2022
OPSS.MUNI 180 November 2021
OPSS.MUNI 182 November 2021
OPSS.MUNI 314 November 2019
OPSS.MUNI 511 November 2019
OPSS.MUNI 706 April 2018

Additional Specifications referenced in the Standard Specifications are not listed but have the same importance and effect as the Standard Specifications.

Form 6
Construction Lien Act

CERTIFICATE OF SUBSTANTIAL PERFORMANCE

You must have a signed Certificate of Substantial Performance from the owner or payment certifier before publication can take place. The information required to publish is shown on the form below. Please TYPE.

Township of Edwardsburgh/Cardinal

County/District or Regional Municipality/City or Borough of Municipality of Metropolitan Toronto in which premises are situate)

P.O. Box 129, 18 Centre St., Spencerville, ON K0E 1X0

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

Contract No. EC-PW-23-06 – Ventnor Bridge Channel Armouring *(short description of the improvement)*

To the above premises was substantially performed on

(date substantially performed)

Date certificate signed:

(signature of payment certifier where there is one)

(signature of owner and contractor, where there is no payment certifier)

Name of owner: **Township of Edwardsburgh/Cardinal**
Address: **P.O. Box 129, 18 Centre St., Spencerville, ON K0E 1X0**

Name of contractor:
Address:

Name of payment certifier: **Keystone Bridge Management Corp.**
Address: **714-B Front Road, Kingston, ON K7M 4L5**

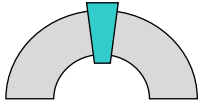
(Use A or B whichever is appropriate)

A. Identification of premises for preservation of liens:

(where liens attach to premises, reference to lot and plan or instrument registration number)

B. Office to which claim for lien and affidavit must be given to preserve lien:

Township of Edwardsburgh/Cardinal, P.O. Box 129, 18 Centre St., Spencerville, ON K0E 1X0
(where liens do not attach to premises)



Keystone Bridge Management Corp.

714 B Front Road, Kingston, Ontario, K7M 4L5
Tel: (613) 384-3272 Cell: (613) 449-3272
E-mail: harold@keystonebridge.ca
Website: www.keystonebridge.ca

CHANGE ORDER

NO. 1

PROJECT: Contract No. EC-PW-23-06 – Ventnor Bridge Channel Armouring

FILE:

DATE:

The following are changes to the contract for this project and are to be carried out as per the Contract Documents except as specifically noted otherwise. You are hereby authorized to proceed with the following work.

TOTAL CHANGE ORDER (not including HST) \$

An extension of **NA** days for completion due to this change is hereby requested. The revised required completion date for the Contract is therefore **NA**.

Issued by:

Consultant (Keystone Bridge Management Corp.)

Date

Approved by:

Contractor (Name)

Date

Approved by:

Owner (Township of Edwardsburgh/Cardinal)

Date

CONTRACT DRAWINGS

CONTRACT DRAWINGS

The Contract Drawings other than OPSD drawings in effect for this Contract are:

List of Drawings (11 x 17 Format)

Sheet 1 General Arrangement Existing Conditions	Dwg 1
Sheet 2 General Arrangement, Reconstructed NW Embankment	Dwg 2

STRUCTURAL STANDARD DRAWINGS

The following reduced drawings follow in the Tender Book:

Not Applicable

BORE HOLE LOGS

Not Applicable