

Tender No. EC-PW-25-15

Tender for Township of Edwardsburgh/Cardinal Pittston Garage Oil Separator Replacement

Tender Closing: EC-PW-25-15

Tenders shall be enclosed in a sealed envelope plainly marked "Tender No. EC-PW-25-15". The Contractor shall provide their company name, address and contact information on the envelope, and deliver it to Township Municipal Office located at:

Corporation of the
Township of
Edwardsburgh/Cardinal
PO Box 129
Spencerville, ON K0E 1X0
P: (613) 658-3055
F: (613) 658-3445

The Submission Deadline is Tuesday, August 19th, 2025 at 2:00pm Tenders received later than the stated date and time will be returned to the proponent unopened.



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INFORMATION TO BIDDERS

1. Introduction

The Corporation of the Township of Edwardsburgh/Cardinal is inviting Tenders for the Pittston Garage Oil Separator Replacement Project.

In general, the work includes the installation of 1 new oil separator, installation of new pipe work as required and the reinstatement of the existing floor slab and exterior grading

- Removal and Replacement of 1 – oil separator
- Installation of new pipe works
- Reinstatement of floor slab and exterior grading to existing conditions

Any document submitted with respect to this Tender will be subject to the Municipal Freedom of Information and Protection of Privacy Act.

2. General Conditions

The General Conditions for this Contract shall be the most recent addition of The Ontario Provincial Standards, General Conditions of Contract. Any amendments thereto are contained in the Special Provisions.

3. Ontario Provincial Standards

The Ontario Provincial Standard Specifications (OPSS) form part of this contract, are not reproduced herein. The contractor is responsible for obtaining and having on site, a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions and Tender Items will take precedence over the OPSS where a conflict arises. Applicable OPSS are identified for each Tender Item under the OPSS No. Column of the Tender Item List. 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.

4. Site 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.

5. Tender Submission

Tenders for this Contract will be received until **2:00 pm (Local Time) Tuesday August 19th, 2025**

Tenders shall be enclosed in a sealed envelope plainly marked "Tender No.EC -PW-25-15." The Contractor shall provide their company name, address and contact information on the envelope, and deliver it to the Edwardsburgh/Cardinal municipal office located at:

The Township of Edwardsburgh/Cardinal

18 Centre Street P.O. box 129

Spencerville, Ontario

K0E 1X0

Tel. (613) 658-3055

Fax. (613) 658-3445

Attention: Jessica Crawford, Treasurer

All submissions will be hard copy by hand or courier. (Facsimile, email, or other forms of transmissions will not be accepted.)

6. Tendering Requirements

- i. The certified tender deposit cheque or bid bond, submitted by the successful bidder, will be returned when the successful Contractor has provided the Township with a Performance Bond and Labour and Material Payment Bond each totaling One Hundred Percent (100%) of the Total Tender Price. The lowest two bids will be kept by the Municipality and all other tender deposit cheques or bid bonds shall be returned after the selection of the successful bidder by the Municipality.
- ii. Sealed bids, plainly marked as to contents shall/will be received prior to the closing date specified. Bids received after closing time will not be considered.
- iii. Bids must be submitted on the Tender Form supplied.
- iv. Bids must be completed in ink or by typewriter (not in pencil) and shall be clear and legible.
- v. Bids which are incomplete; or contain additions, conditions or reservations not called for; or which contain erasures or are obscured or illegible may be rejected as informal.
- vi. Bids must be signed by an authorized official of the firm.
- vii. The successful bidder must have Workplace Safety and Insurance Board coverage and provide a Workplace Safety and Insurance Board Clearance Certificate in advance of undertaking any of the work required by this Contract.
- viii. Individual item unit prices and accumulated sub-total must be exclusive of the Harmonized Sales Tax required to be paid by the Municipality. These taxes are to be identified separately in all of the Contractor's invoices.
- ix. The Municipality reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so.
- x. No officer or employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.
- xi. The Owner and its constituent local municipalities reserve the right to delete items, sections or parts of this tender, in whole or in part, if it is deemed to be advantageous to the Owner. The lowest

tender submitted after deletion of items, section or parts of the tender will be considered for acceptance subject to item ix. above.

- xii. Tenderers must submit any and all addendums with Tender submission according to Item 4 in the General Conditions.

7. Inquiries, Omissions, Discrepancies and Interpretations.

All inquiries relative to the Tender Documents should be directed to:

Attention: Kevin Hawley, P.Eng.
Project Manager
kingston@greergalloway.com

The Greer Galloway Group Inc.
640 Cataraqui Drive, Unit 2A
Kingston, ON, K7P 2Y5
Tel. (613) 536-5420
Fax. (613) 548-3793

Should a Tenderer find omissions from or discrepancies in any of the Tender Documents, or should the Tenderer be in doubt as to the meaning of any part of such documents, the Tenderer should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have taken out tender documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents. All requests for interpretations shall be made in writing to the Engineer.

The deadline for submitting questions shall be: **Thursday, August 14th, 2025 at 2:00pm**

8. Tender Deposit

Each bid shall include a tender deposit in the form of a Bid Bond or a Certified Cheque, made payable to the Township of Edwardsburgh/Cardinal, equal to, or greater than, the amount shown in the following tables and must be enclosed in the same envelope as the tender.

<u>TOTAL TENDER AMOUNT</u>	<u>DEPOSIT REQUIRED</u>
\$20,000.00 or less	\$500.00
\$20,000.01 to \$50,000.00	\$1,000.00
\$50,000.01 to \$100,000.00	\$2,000.00
\$100,000.01 to \$250,000.00	\$9,000.00
\$250,000.01 to \$500,000.00	\$19,000.00
\$500,000.01 to \$1,000,000.00	\$40,000.00
\$1,000,000.01 to 1,500,000.00	\$60,000.00
\$1,500,000.01 to \$2,000,000.00	\$80,000.00

9. Release of Tender Deposit

The Tender Deposits of all Bidders except the two low Bidders shall be returned within 30 Days of the tender closing.

The successful Bidder's Tender Deposit shall be returned after the executed agreement and the Municipality has received other applicable documents.

10. Ability and Experience of Contractor

In order to aid the Municipality in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets, which are bound herein and included in the Form of Tender which is to be submitted.

<u>Statement "A"</u>	Stating the tenderer's experience in similar work which he/she has successfully completed and references for each job.
<u>Statement "B"</u>	Giving a list of the tenderer's senior supervisory staff whom will be employed in this contract, with a summary of the experience of each.
<u>Statement "C"</u>	Giving the name and address of each proposed Sub-Contractor & Supplier used in making up his/her tender and shall state the portion of the work allotted to each. Only one Sub-Contractor shall be named for each part of the work to be sublet.

After the tender has been accepted by the Municipality, the Contractor shall not be allowed to substitute other Sub-Contractors in place of those named in his/her tender without written approval from the Engineer, in accordance with Section G.C.3.09.04 of the OPS General Conditions of Contract.

11. Bonding

The successful Tenderer is required to 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.

12. Award of the Contract

The award of this Contract is subject to the approval and appropriate funding acceptable to the Municipality.

The tentative Award Schedule is as follows:

Issued for Tender:	Tuesday, July 22 th , 2025
Tender Closing Date:	Tuesday, August 19 th , 2025
Award by the Township:	Tuesday, September 2 nd , 2025

Work for this project must be completed no later than October 31st, 2025.

13. Right to Accept or Reject Tenders

The Owner reserves the right to reject any or all tenders or to accept any tender should it is deemed to be in its best interest to do so. No liability shall accrue to the Municipality for its decision in this regard.

Under no circumstances will Tenders be considered which are:

- Received after the advertised closing date and time for Tenders.
- Received in an unsealed envelope:
- Considered as being informal by the Municipality,
- Sent by Email or Facsimile

14. Withdrawal or Qualifying of Tenders

A Contractor who has already submitted a Tender may submit a further Tender at any time before the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Contractor for this Contract.

A Contractor may withdraw or qualify his Tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his original Tender and addressed in the same manner on the original Tender. No telegrams, telephone calls or facsimiles will be considered.

15. Tenderers to Investigate

The Contractor must satisfy themselves as to the local conditions to be met with during the construction and conduct of the work before submitting his Tender. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Tenderer shall carefully examine all contract documents so that the unit prices tendered is commensurate with the nature of the work.

16. Examination of Plans, Specifications, and Tender Documents

The Contractor shall carefully examine the plans, provisions, specifications and conditions described herein and accept the said plans, provisions, specifications and conditions for the prices set forth in this tender,

and hereby offer to furnish all materials and to complete the work in strict accordance with the said plans, provisions, specifications and conditions.

The Contractor acknowledges that quantities shown in the tender documents and drawings are estimated only, and are subject to increase, decrease or deletion entirely by the municipality, if found not to be required or if in excess of budgetary limitations.

17. Utilities

The location of utilities as shown on the contract drawings (if any) are approximate only and are not guaranteed by the Owner. It is the Tenderer's responsibility to contact the Utility Companies for further information in regard to these utilities and to exercise the necessary care in construction operations to take such precautions as are necessary to safeguard the utilities from damage. The costs of all damages to utilities, both overhead and underground, caused by the Tenderers.

The Tenderer shall ensure that utility service is not disturbed during the course of construction, by reason of the construction.

18. Harmonized Sales Tax

The Tenderer shall NOT include any amount in his/her tender unit prices for the Harmonized Sales Tax. The H.S.T. will be shown on each payment certificate and will be paid to the Contractor in addition to the amount certified for payment and will therefore not affect the contract unit prices.

19. Occupational Health and Safety Act

Bidders should note that where the provisions of the Occupational Health and Safety Act of Ontario and Regulations apply to the services to be provided under a contract resulting from this tender, and all the responsibilities and obligations imposed upon the "Contractor" under this Act must be assumed by the bidder. All costs of service/materials required to fulfil these obligations shall be included in the contract price quoted. Should the owner be aware of any violations of the Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted, work could be suspended or indeed terminated with no cost to the owner.

20. Variation of Quantities

Dependent upon the tendered unit prices, the contract limits may be adjusted, by Owner or Engineer only, as required. No additional compensation will be allowed for any adjustment, which may increase or decrease tender quantities identified in the "Form of Tender", unless directed by Owner & Engineer. The Owner will not pay an increase or decrease in quantities unless identified and approved before commencement. Any work, in excess of contract quantities, done without written approval may not be eligible for payment and will be at the sole discretion of the Owner & Engineer.

21. Payment Terms

The Contractor shall submit monthly invoices for payment directly to the Township of Edwardsburgh/Cardinal. The invoice(s) for payment shall clearly state the quantity and value of work performed. Except as herein provided, payments under this Contract will be made in accordance with Section GC 8.02.03 of the General Conditions.

The Contract Administrator will issue progress payment certificates as follows:

1. Complete breakdown of quantities for payment period by Municipality.
2. Summary of total project.
3. Individual certificates by Municipality stating payment for period, holdback, applicable taxes, and certificate total.

Notwithstanding the provisions of the General Conditions respecting certification and payment, the Owner may withhold 2 ½ % of the total value of work performed beyond the expiration of 60 days from the date of publication of the Certificate of Substantial Performance, to enable the Contract Administration to produce the final detailed statement of the value of all work done and material furnished under the Contract. As a condition of holdback reduction from 10% to 2 ½ %, the Contractor shall supply a Statutory Declaration as defined in GC 8.02.03.04(03).

The Completion Payment Certificates, to include statutory holdback release, will be issued within 60 days after the date of completion as specified under GC1.06 and the newly revised Construction Act. The Contractor is advised that the Owner may withhold payment of Interim and Holdback Release Certificates in accordance with the Construction act through the issuance of proper forms 14 calendar days after the receipt of proper invoices if deemed inadequate or disputable quantities. In order to obtain a Certificate of Substantial Performance, the Contractor shall submit a written request to the Owner for issuance of the certificate.

Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the *Construction Lien Act*, R.S.O. 1990, c.C30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.

When the owner issues the Certificate of Substantial Performance, the Owner will also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate. The Substantial Performance Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 46 days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the *Construction Lien Act* and the submission by the Contractor of the following documents:

- a) A release by the Contractor in a form satisfactory to the Owner releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions such as outstanding work or matters arising out of subsection GC3.14, Claims, Negotiations, Mediation.
- b) A statutory declaration in a form satisfactory to the Owner that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained.
- c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- d) Proof of Publication of the Certificate of Substantial Performance.

The Contractor shall include in the Total Tender Price the publication cost of the Certificate of Substantial Performance. Publication is mandatory whether the Contractor requests Substantial Performance or not.

THE TENDER – PITTSTON GARAGE OIL SEPARATOR REPLACEMENT

LETTER OF INTENT

To: The Township of Edwardsburgh / Cardinal

Re: Tender No. EC-PW-25-15

In general, the work includes the installation of 1 new oil separator, installation of new pipe work as required and the reinstatement of the existing floor slab and exterior grading

- Removal and Replacement of 1 – oil separator
- Installation of new pipe works
- Reinstatement of floor slab and exterior grading to existing conditions

The undersigned has carefully 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 contract documents, therefore, and in conformity with the requirements of the specifications and supplemented specifications as may be provided by the Owner for the performance of this Work.

Submitted by (Please Print Legibly in Ink):

NAME OF FIRM OR INDIVIDUAL
(HEREINAFTER REFERRED TO AS THE “TENDERER”)

ADDRESS

NAME OF PERSON SIGNING FOR THE TENDERER

TITLE OF PERSON SIGNING FOR THE TENDERER



STATEMENT "A"

Tenderer's Experience in Similar Work & References			
Year Completed	Description of Work	For Whom Work Performed (References Name & Phone Number)	Value of Work

Experience work & References attached as an appendix ☐



STATEMENT “B”

The Contractor must list below the names and experience of the Supervisory Personnel to be employed in this Contract.

List of Tenderer’s Senior Supervisory Staff to be employed on this Contract		
Name	Position	Qualifications/Experience



STATEMENT "C"

LIST OF PROPOSED SUB-CONTRACTORS & SUPPLIERS		
Sub-Trade	Name of Proposed Sub-Contractor	Value of Work



FORM OF TENDER

This Tender is submitted by:

FIRM NAME

CONTACT PERSON

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL

TO THE MAYOR AND MEMBERS OF the Council of the Township of Edwardsburgh/Cardinal

1. I/WE, the undersigned declare that no person, firm, or corporation other than the one who's 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 undertaken.
2. I/WE further declare that this tender is made without any connection, knowledge, comparison of figures or arrangements 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 Municipal Council or any other Officer of the Corporation is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or 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 several matters stated in the said tender are in all respects true.
5. I/WE further declare that I/WE have carefully examined the locality and site of the proposed works, and having read, understood and accepted the Provisions, Specifications, Conditions, Form of Tender, Tender and Bonding Requirements, Agreement to Bond, Performance Bond, Labour and Material Bond, Addenda * No. _____ to _____ and Contract Agreement attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the tender, and to complete the work in strict accordance with the Provisions, Specifications, and Conditions hereto attached for the sums calculated in accordance with the actual measured quantities and unit prices set forth in the tender herein as follows:



Itemized Bid Form

Item	OPSS / OPSD	Description	UNIT	QTY	UNIT COST \$	TOTAL PRICE \$
PITTSTON GARAGE OIL SEPARATOR REPLACEMENT						
1		Mobilization Demobilization	LS	1		
2		Environmental Protection	LS	1		
3		Supply and installation of new Striem OS-25 Oil Separator	LS	1		
4		Supply and Installation of Granular "A"	m ³	7.5		
5		Supply and installation of new outlet pipe to ditch and pipe insulation	m	12		
6		Excavation and reinstatement of soil and grading – Removal and replacement of any contaminated soil	m ³	48		
7		Repair and reinstatement of floor slab	m ³	1		
8		Removal and disposal of existing pipe work, drain pit, and oil separator tank	LS	1		

The Township of Edwardsburgh/Cardinal has the right to eliminate any or all sections of the project (in the itemized bid form) at any time after Tender Closing without penalty.

The Tenderer hereby offers to complete the work specified for Tender No. EC-PW-25-15 for the following prices:

Sub-Total	\$
HST	\$
TOTAL COST	\$

HST REGISTRATION NO. _____

6. 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 forty-five (45) calendar days after the said opening, whichever event first occurs; and that the Corporation may, at any time within that period, without notice, accept this tender whether any other tender has been previously accepted or not.
7. I/WE agree that if I/WE withdraw this tender before the Council of the said corporation shall have considered the tenders and awarded the Contract, the amount of the deposit accompanying this tender shall be forfeited to the Corporation.



8. I/WE agree that the awarding of the Contract based on this tender by the Council of the Corporation shall be an acceptance of this tender.
9. Attached to this Tender is a certified cheque in the amount specified in the "Tender and Bonding Requirements", made payable to the Corporation of The Township of Edwardsburgh/Cardinal, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Township at its discretion if I/WE, fail to file with the Township the complete Performance Bond specified in the "Tender and Bonding Requirements" and 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 Township.
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 the mailing of such notification.

Witness

Signature of Contractor

DATED AT _____ this _____ day of _____, 2025.



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. EC-PW-25-15 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.)



AGREEMENT

THIS AGREEMENT made in triplicate this the day of _____, 2025

BETWEEN:

In the

Province of Ontario.

Hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-AND-

The Corporation of the Township of Edwardsburgh / Cardinal

Hereinafter called the "Owner"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labor 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 herein, 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:

In general, the work includes the installation of 1 new oil separator, installation of new pipe work as required and the reinstatement of the existing floor slab and exterior grading

- Removal and Replacement of 1 – oil separator
- Installation of new pipe works
- Reinstatement of floor slab and exterior grading to existing conditions

The Contractor further agrees that he/she will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Special Provision entitled "Liquidated Damages".

The Contractor agrees that any monies due to the Owner as a result of no completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work completed, as per the unit prices in the Tender submitted.

This agreement shall ensure 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 Owner 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.

Contractor

Witness

Treasurer

THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH / CARDINAL

Witness

CAO

THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH / CARDINAL

Witness

Memorandum of Agreement

RE: Pittston Garage Oil Separator Replacement

By undertaking the above-noted project I/we, _____,
(Name of Contractor)

the undersigned hereby acknowledge and agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Municipality's issuance of a stop work order, and, in the case of a repetitive infraction, the dismissal and cancellation of the contract or purchase order.

Furthermore, I accept that I or any worker in my employment found to be in violation of the Occupational Health and Safety Act in respect of failure to wear protective clothing such as protective headwear, protective footwear, or approved safety vest may be dismissed without prior notification. In such an event, I concur that the Corporation of the Township of Edwardsburgh/Cardinal shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dated this _____ day of _____, 2025.

(Signature of Contractor)

(Witness)

(Authorized Representative of the Corporation of the Township of Edwardsburgh / Cardinal)

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The Contractor's operations under this Contract will be restricted to 7AM to 7PM or per Municipal By-Law, Monday to Friday, and no work will be permitted on weekends or statutory holidays, unless otherwise approved.	4
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14. Quality Assurance Sampling and Testing	5
The testing laboratories to be used under this contract will be dictated by the Municipality of Edwardsburgh / Cardinal. The contractor will be solely responsible for the coordination of the collection of granular, concrete and a asphalt samples for testing as required under the appropriate specifications.	5
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GENERAL CONDITIONS

1. Description of Contract

In general, the work includes the installation of 1 new Striem High Efficiency OS-25 Oil Separator, installation of new pipes as required, and the reinstatement of the floor slab and exterior grading.

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 Engineer's 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 Municipality 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” or “Contract Administrator” appears in this Contract; it shall be interpreted as meaning the Township Of Edwardsburgh/ Cardinal.
- ii) Wherever the word “Engineer” appears in this Contract it shall be interpreted as meaning The Greer Galloway Group.
- iii) Wherever the word “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. Addenda

The Tenderer shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. **Failure to do so will result in disqualification of the bid.**

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 10 days of notification of acceptance of the Tender by the Owner.

11. Hours of Work

The Contractor's operations under this Contract will be restricted to 7AM to 7PM or per Municipal By-Law, Monday to Friday, and no work will be permitted on weekends or statutory holidays, unless otherwise approved.

12. Use of Sub-Contractors & Suppliers

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

Should the Contractor cease operation, under no circumstances shall Sub-contractors and Suppliers 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.

13. 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.

14. Quality Assurance Sampling and Testing

The testing laboratories to be used under this contract will be dictated by the Municipality of Edwardsburgh / Cardinal. The contractor will be solely responsible for the coordination of the collection of granular, concrete and a asphalt samples for testing as required under the appropriate specifications.

15. Insurance and Liability

Paragraph .01 of Subsection OPS GC 6.03.02 - General Liability Insurance is deleted and replaced by the following:

- .01 The Contractor shall take out and keep in force, until the date of acceptance of the entire work by the Owner, a comprehensive policy of public liability and property damage insurance, acceptable to the Owner, providing insurance coverage, in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. **The policy shall name The Township of Edwardsburgh / Cardinal and Greer Galloway as additional insured** there under and shall indemnify them and their representatives from and against all claims, demands, loss, costs, damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract. The Contractor shall forward with the executed contract documents a certified copy of the policy or certificate thereof to the Owner before the work is started.

16. Property Owners Release of Pit and Waste Disposal Areas on Privately Owned 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.

In addition to the above holdback release shall not be granted until such time that the Owner/Municipality of this project has received a copy of the above-mentioned signed release.

17. 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.

18. 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.

19. 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.

20. 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.

21. Dust Control

As a part of the work required under Section GC7.06 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 8.02.01(02).

22. 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.

The Contractor shall follow the Manual of Uniform Traffic Control Devices (MUTCD) and shall be responsible for temporary lane closures if required.

The Contractor as required 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. Flagmen shall be at the Contractor's expense and shall be on duty continuously unless otherwise directed by the Contract Administrator.

The Contractor must supply pedestrian access and safety devices to ensure that all residences are accessible throughout construction, granular walkways as a minimum must be in place to the main entrances of all residents. Safety Devices i.e. delineators and barrels must be in place to protect the public at all times.

At no time during the course of construction will the Contractor be permitted to close the road to access. A minimum of one lane shall be kept open at all times unless authorization in writing, signed by the Contract Administrator, has been received by the Contractor.

23. Traffic Control - Flagging

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the Ontario Traffic Manual (OTM) Book 7- Temporary Conditions

Each flag person shall, while controlling traffic, wear the following:

- i) an approved fluorescent blaze orange or fluorescent red safety vest, and
- ii) an approved fluorescent blaze orange or fluorescent red armband on each arm, and
- iii) an approved fluorescent blaze orange or fluorescent red hat.

Traffic control shall be provided in general accordance with the latest edition of M.T.O. publication "Traffic Control Manual for Roadway Work Operations".

24. Protection of Public Traffic

a) Construction Staging and Traffic Control / Protection Plan

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. **This plan must also include pedestrian routes and safety procedures that the contractor plans on implementing.**

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

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.

25. 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.

26. 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.

27. 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.

28. 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 grading and granular placement.

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 (2) copies of all calculated grade sheets, and grade set records for all phases of the work.

29. 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.

30. 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 shall be included under related items in the Contract. No additional compensation will be made for dewatering activities.

31. 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 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.

32. 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 rainwater, 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.

33. Protection of Water Quality

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

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

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

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

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

34. 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 shall contact the Municipality to determine if there is a dedicated fill site available at time of bidding. Disposal shall be in accordance with OPSS 180.

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 Municipality's staff. Payment for management and disposal of excess materials shall be included in related contract items.

If a site is not available or supplied by the Municipality the Contractor must procure a site of their own and dispose of the excess material in accordance with O. Reg. 406/19: ON SITE AND EXCESS SOIL

MANAGEMENT. Contractor to carry the cost of removal and disposal of 10m³ of contaminated soil. All cost associated with excess soil excavating, handling, trucking and disposal shall be included under the appropriate item under the contract, no additional cost shall be paid by the owner.

35. Garbage Collection

The Contractor shall be responsible for ensuring that 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.

36. 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 prior to any confined space entry.

37. Contract Time & Liquidated Damages

1) Time

Time shall be of the essence for this Contract. For the purposes of this Contract, GC1.04 of the General Conditions is revised, in that Contract Time means the time stipulated herein for Completion of the Work as defined in clause GC1.06.

2) Progress of the Work and Contract Time

Forthwith upon acceptance of this Contract, the Contractor shall provide a “Contractor’s Schedule of Work” to the Owner.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor’s firm who can be contacted in the event of emergencies. The Contractor must prepare and submit his/her schedule to the Owner within ten (10) calendar days of Contract acceptance and prior to start of construction.

The Contractor shall accomplish completion of this Contract as defined in GC1.06 of the General Conditions **on or before October 31st, 2025.**

If the Contract time allowed by the above-noted date is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions shall be

considered to be included in the bid prices for the various items of work and no additional compensation will be therefore allowed.

No weekend work, or work on statutory holidays will be permitted unless otherwise stipulated in the contract and approved by the Municipality. Extension of time allowed as per GC3.06, Extension of Contract Time, of OPS General Conditions of Contract, November 2006. Hours of work shall be from one hour after dawn until one hour before dusk unless prior written approval is received from the Contract Administrator.

3) Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the completion date as put forth in the Special Provisions or as extended in accordance with Subsection GC3.07 of the OPS General Conditions, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$500.00 (Five Hundred Dollars)** as liquidated damages for each and every calendar days delay in finishing the work in excess of the completion date or in the case of a working day contract, after the exhaustion of the maximum working days. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed number of working days.

An application by the Contractor for an extension of time as herein provided shall be made to the Contract Administrator, in writing on the form prescribed, at least fifteen days prior to the date of completion fixed by the contract. All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this contract. All such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever, in this contract, power and authority is given to the Owner or the Contract Administrator or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof. Such powers or authorities may be exercised from time to time, not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work, but also in the event of the same happening after the time so limited, in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the Contract Administrator.

38. 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.

ITEM SPECIFIC SPECIAL PROVISIONS

NOTE: For the following Item Specific Special Provisions, the following list of items (including but not limited to) will be carried in all unit prices as per OPSS. MUNI 100, Section 8.02.01(.02):

1. Insurance & Bonding

2. Calcium Chloride Flake and Water for Dust Control

Operational Constraint

The Contractor shall coordinate all required Quality Assurance testing on site as requested by the Township. The Township will supply the contractor with necessary contacts at the pre-construction meeting. All costs associated with this coordination shall be borne by the contractor. Work will be completed by October 31st, 2025.

Item 1: Mobilization and Demobilization

Scope

This item covers the Contractors costs associated with the transportation and or accommodation (meals and lodging) of labour, equipment, offices, conveniences, temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by the other items in the Schedule of Unit Prices.

Basis of Payment

Payment at the Lump Sum price set out in the schedule of unit prices for mobilization and demobilization will be made as follows:

- 50% payable on first Payment Certificate
- 50% payable on the Substantial Performance Payment Certificate

Item 2: Enviromental Protection

Amendments to OPSS.MUNI 182, November 2021

182.01 Scope

Section 182.01 of OPSS MUNI.182 is amended by the addition of the following:



Under this Item, the Contractor is required to supply and install all labour, equipment, and materials for the protection of the watercourse(s), its water quality and habitat during the project. Installation, maintenance and removal of mitigation measures listed below, as necessary to achieve this protection, are required:

- Light Duty Silt Fence Barriers as per OPSD 219.110;
- Straw Bale Flow Checks as per OPSD 219.180;

In addition, this item shall include, but is not limited to:

- i) Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- ii) Placement of filter cloth over all catch basins, manhole covers and deck drains within the construction zone to contain all sediment run-off as a result of the work;
- iii) Provide all protection measures to ensure that no deleterious material from any operation enters the watercourse with particular concern for demolition debris and sediment from runoff;
- iv) No refuelling of vehicles, equipment, etc. is to take place within 100m of a watercourse;
- v) Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- vi) Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;
- vii) Machinery shall not operate directly in a watercourse.

182.10 Basis of Payment

Section 182.10 of OPSS MUNI.182 is amended by the addition of the following:

Partial payments will be made on the following basis:

- i) 60% of the tender amount will be paid upon installation of all appropriate measures to the satisfaction of the Contract Administrator.
- ii) The remaining 40% will be paid upon completion of construction to the satisfaction of the Contract Administrator.



ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

The Contractor is responsible for obtaining and having on site a current issue of the OPSS Specifications.

ONTARIO PROVINCIAL STANDARD DRAWINGS

The Contractor is responsible for obtaining and having on site a current issue of the OPSD Specifications.

LIST OF CONSTRUCTION DRAWING

The Contractor Drawings for Tender No. EC-PW-25-15 is as follows:

APPENDIX A

C-0 - Cover

C-1 - Removals

C-2 - Site Plan and Profile

C-3 - Details

APPENDIX A