



**Municipality of
Magnetawan**

Replacement of Bridge #17 - Miller Road

PUBLIC WORKS DEPARTMENT

REQUEST FOR TENDERS (RFT)

FOR

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

Public Works Contract #: RFP 2025-05

Issued on: Wednesday August 13th , 2025

Tender Submission Deadline: Thursday September 4th, 2025, by 3:00 pm

Tender Submission Location: Via email at kingston@jp2g.com with the

**Subject: RFP 2025-05– REPLACEMENT OF BRIDGE #17 – MILLER ROAD –
COMPANY NAME**

MUNICIPALITY OF MAGNETAWAN

TENDER No. RFP 2025-05

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

DIVISION I

INFORMATION TO BIDDERS

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INFORMATION TO BIDDERS

1. Introduction

The Municipality of Magnetawan is inviting Tenders for the replacement of Bridge #17 on Miller Road located approximately 3.2 km north of Highway 124 in the Municipality of Magnetawan.

The scope of work includes mobilization and demobilization, environmental protection measures, and establishing access to the work area, including platforms, scaffolding, and temporary supports. Key activities include full demolition and disposal of the existing concrete deck, girders, abutments, wingwalls, and railings, followed by excavation, dewatering, and construction of new reinforced concrete abutments and wingwalls. The new structure will consist of micropiles, concrete abutments and wingwalls, NU girders, a new bridge deck with waterproofing and asphalt, and the installation of curbs, approach slabs, guiderails, and safety railings per OPSD standards. Roadway approaches on both sides will be reconstructed with proper grading, granular base, and asphalt paving.

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 for Municipal Projects (OPSS. MUNI 100, NOV 2019). Any amendments thereto are contained in the Special Provisions.

3. Ontario Provincial Standards

The Ontario Provincial Standard Specifications (OPSS) form part of this contract but are not reproduced herein. The contractor is responsible for obtaining and having on site the most current issue of the identified OPSS. The OPSS are the standard specifications for this contract. 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 form part of 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 **3:00 pm (local time) September 4th, 2025.**

Tenders shall be submitted via email to kingston@jp2g.com

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 Municipality with a Performance Bond and Labour and Material Payment Bond each totaling Fifty Percent (50%) 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 of Magnetawan.
- 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 of Magnetawan. 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.

7. Inquiries, Omissions, Discrepancies and Interpretations

All inquiries relative to the Tender Documents should be directed in writing via email to kingston@jp2g.com

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 will be **August 26th, 2025 at 5:00pm (Local Time)**

8. Tender Documents

Tender Documents shall be obtained directly from Greer Galloway at kingston@jp2g.com

9. Tender Deposit

Each bid shall include a tender deposit in the form of a Bid Bond or a Certified Cheque, made payable to the **Municipality of Magnetawan**, 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
\$1,000,000.00 to 1,500,000.00	\$60,000.00
\$1,500,000.01 to \$2,000,000.00	\$80,000.00

10. Release of Tender Deposit

The Tender Deposits of all Bidders except the two low Bidders shall be returned within 65 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.

11. 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.
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<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.

12. 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 50% of the Tender, and a **Labour & Material Bond** issued by the Bonding Company for 50% 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.

13. Award of the Contract

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

The tentative Award Schedule is as follows:

Issued for Tender:	Wednesday August 13 th , 2025
Last Day for Questions:	Tuesday August 26 th , 2025 at 5:00pm
Last Day for Addendums	Thursday August 28, 2025 by 4:30 pm
Tender Closing Date:	Thursday September 4, 2025 by 3:00 pm
Proposal Opening :	Thursday September 4, 2025 by 3:30 pm

Work for this project shall be completed no later than December 15th , 2025. Work shall proceed continuously once started.

14. 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.
- Considered as being informal by the Municipality.

15. 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.

16. Tenderers to Investigate

The Contractor must satisfy themselves as to the local conditions to be met during the construction and conduct of the work before submitting his bid. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions.

Prior to submitting its bid, the contractor shall visit and carefully examine the place of the work and satisfy itself as to all existing surface and subsurface conditions, all 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 contractor will be considered or allowed for conditions which can be determined by careful and diligent examination of the Contract 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 the part of any successful contractor to fulfill all requirements of this Project.

17. 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.

18. 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 damage to utilities, both overhead and underground, caused by the Tenderers.

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

19. 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.

20. 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.

21. 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.

22. Payment Terms

The Contractor shall submit proper monthly invoices for payment directly to the Municipality of Magnetawan. 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 8.02.04 of the General Conditions.

The Contract Administrator will issue progress payment certificates as follows:

1. Complete breakdown of quantities for payment period by the Municipality
2. Summary of total project.
3. Individual certificates by the 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.

The Completion Payment Certificates, to include statutory holdback release, will be issued within 60 days after the date of completion as specified under GC1.04. The date for interest due to late payment shall commence 180 days after the date of completion of the work.

Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by the *Construction Act*, 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 60 days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the *Construction 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 GC3.13, 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.

MUNICIPALITY OF MAGNETAWAN

TENDER No. RFP 2025-05

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

DIVISION II

FORM OF TENDER

THE TENDER – THE REPLACEMENT OF BRIDGE #17 – MILLER ROAD

LETTER OF INTENT

To: The Municipality of Magnetawan

Re: Tender No. RFP 2025-05– REPLACEMENT OF BRIDGE #17 – MILLER ROAD

The scope of work includes mobilization and demobilization, environmental protection measures, and establishing access to the work area, including platforms, scaffolding, and temporary supports. Key activities include full demolition and disposal of the existing concrete deck, girders, abutments, wingwalls, and railings. The new structure will consist of micropiles, new concrete abutments and wingwalls, NU girders, a new bridge deck with waterproofing and asphalt, and the installation of curbs, approach slabs, guiderails, and safety railings per OPSD standards. Roadway approaches on both sides will be reconstructed with proper grading, granular base, and asphalt paving.

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

STATEMENT “B”

The Contractor must list below the names and experience of the Supervisory Personnel to be employed on 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/Supplier	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 Municipality of Magnetawan.

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 \$
1	SP	Mobilization and Demobilization	LS	1		
2	OPSS 805 SP	Environmental Protection	LS	1		
3	OPSS 909 SP	Temporary Traffic Control	LS	1		
4	OPSS 928 SP	Access to Work Area, Work Platform and Scaffolding	LS	1		
5	OPSS 902	Dewatering Structure Excavations	LS	1		
6	OPSS 510 SP	Removal of Bridge Structure	LS	1		
7	OPSS 902	Earth Excavation for Structure	m ³	750		
8	OPSS 904	Drilled in Tube Piles	m	60		
9	OPSS 904 SP	Concrete in Substructure	LS	1		
10	OPSS 922 SP	Bearings	ea	4		
11	OPSS 909	Prestressed Concrete Girders NU 1200 Fabrication	LS	1		
12	OPSS 909	Prestressed Concrete Girders NU 1200 Delivery	LS	1		
13	OPSS 909	Prestressed Concrete Girders NU 1200 Installation	LS	1		
14	OPSS 904	Concrete in Deck	m ³	7		
15	OPSS 904	Concrete in Parapet Walls	m ³	18		
16	OPSS1801 OPSD 3101.150 OPSD 3102.100	Subdrain	m	12		
17	OPSS 905	Reinforcing Steel Bar	LS	20		
18	OPSS 905	Stainless Steel Reinforcing Bar	LS	1		
19		Dowels	ea	4		
20	OPSS 914 SP	Bridge Deck Waterproofing	m ²	120		
21	OPSS 308	Tack Coat	m ²	425		

22	OPSS 310	HL3 - 40 mm Lift Thickness, Surface	m ²	425		
23	OPSS 310	HL 8 - 50 mm Lift Thickness, Binder	m ²	425		
24	OPSS 914 SP	Form and Fill Grooves	m	12		
25	OPSS 314	Granular A	t	180		
26	OPSS 721	Single Rail Steel Beam Guide Rail	m	30		
27	OPSS 721	Steel Energy Attenuator Treatment	ea	4		
28	OPSS 314	Granular B	t	2400		
			Sub Total:			

The Municipality of Magnetawan 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. RFP 2025-05 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 60 calendar days after 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 has been previously accepted or not.

7. I/WE agree that if I/WE withdraw this tender before the Council of the said Municipality shall have considered the tenders and awarded the Contract, the amount of the deposit accompanying this tender shall be forfeited to the Municipality.
8. I/WE agree that the awarding of the Contract based on this tender by the Council of the Municipality 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 Municipality of Magnetawan, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Municipality at its discretion if I/WE, fail to file with the Municipality 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 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 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 FIFTY (50%) of the Total Tender Amount, and a Labour and Material Payment Bond totaling FIFTY (50%) 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 Tender No. RFP 2025-05 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.)

MUNICIPALITY OF MAGNETAWAN

TENDER No. RFP 2025-05

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

DIVISION III

FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT made in triplicate _____, 2025

BETWEEN:

In the Province of Ontario.

Hereinafter called the "Contractor"
THE PARTY OF THE FIRST PART

-AND-

The Municipality of Magnetawan

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.

The Contractor further agrees that they will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the General Special Provisions, specifically Section 39- 2), entitled "Progress of Work and Contract Time."

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor in accordance with the General Special Provisions (specifically Section 39- 3) entitled "Liquidated Damages" or any account whatsoever.

DESCRIPTION OF THE WORK:

In general, the work includes the replacement of Bridge #17 – Miller Road.

The scope of work includes mobilization and demobilization, environmental protection measures, and establishing access to the work area, including platforms, scaffolding, and temporary supports. Key activities include full demolition and disposal of the existing concrete deck, girders, abutments, wingwalls, and railings, followed by excavation, dewatering, and construction of new reinforced concrete abutments and wingwalls. The new structure will consist of micropiles, concrete abutments and wingwalls, NU girders, a new bridge deck with waterproofing and asphalt, and the installation of curbs, approach slabs, guiderails, and safety railings per OPSD standards. Roadway approaches on both sides will be reconstructed with proper grading, granular base, and asphalt paving.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay the Contractor for all work done, the unit prices on the Tender Form. This agreement shall ensure 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 written above, or caused their corporate seals to be affixed, attested by the signature to their proper officers, as the case may be.

Signatures:

Contractor

Witness

Sam Dunnett, Mayor
THE MUNICIPALITY OF MAGNETAWAN

Witness

Kerstin Vroom, CAO
THE MUNICIPALITY OF MAGNETAWAN

Witness

Memorandum of Agreement

RE: TENDER No. RFP 2025-05– REPLACEMENT OF BRIDGE #17 – MILLER ROAD

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 Municipality 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 Municipality of Magnetawan Representative)

MUNICIPALITY OF MAGNETAWAN

TENDER No. RDS-2025-01

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

DIVISION IV

SPECIAL PROVISIONS – GENERAL

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GENERAL CONDITIONS

1. Description of Engineer's Rights

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

2. Examination of Documents & Site

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, buried or obstructing services, 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 condition 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 the failure to make such inspections or investigations will be accepted as sufficient reason for failure to make such inspections or investigations will be accepted as a 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 “Town” or “Municipality” appears in this Contract it shall be interpreted as meaning the Municipality of Magnetawan.
- ii) Wherever the words “Contract administration” or “Engineer” appear in this Contract it shall be interpreted as meaning Greer Galloway, a division of Jp2g Consultants Inc..
- 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 the 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 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 Magnetawan. The contractor will be solely responsible for the coordination of the collection of concrete samples for testing as required under the appropriate specifications. The contractor will be responsible for transportation of samples to the testing laboratory which will be located in Kingston Ontario.

15. Insurance, Protection and Damage

Sub-section GC6.03.02 of the OPS General Conditions is deleted and replaced by the following:

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 Municipality of Magnetawan, and Greer Galloway, a division of Jp2G**

Consultants Inc. 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.

The Contractor must also complete and sign the Municipality of Magnetawan Memorandum of Agreement regarding health and safety requirements included in all Legislative Acts and Regulations.

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Corporation with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Municipality of Magnetawan as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality. The successful contractor shall indemnify and hold the Corporation of the Municipality of Magnetawan harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether wilful or otherwise by the contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

Environmental Impairment Liability

The contractor shall affect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily

Injury and Property Damage including on-site and off-site clean-up. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.

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.

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. Haul Roads

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

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

23. Traffic Control - General

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

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

Lane widths of no less than 4 m must be maintained at all times during construction activities. Two lanes of traffic shall be maintained at all times during evenings and weekends.

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

The Contractor shall provide all construction and traffic control signage (as per the MUTCD) and flagmen to protect workmen and the public to the satisfaction of the Contract Administrator. Flagmen shall be at the Contractor's expense and shall be on duty continuously unless otherwise directed by the Contract Administrator.

At no time during 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 by the Contract Administrator has been received.

24. 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 in accordance with the latest edition of M.T.O. publication "Traffic Control Manual for Roadway Work Operations".

25. Protection of Public Traffic

a) Construction Staging and Traffic Control / Protection Plan

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

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

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

c) Granular Grade

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

d) Open Excavations

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

e) Location and Storage of Materials and Equipment

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

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

f) Delivery and Trucking

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

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

26. 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 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.

27. Unit Conversion of Weighed Materials

If 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.

28. 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.

29. Lines, Levels and Grades

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

The Contractor shall carefully lay out his work so that during its progress and at its completion, it shall conform to the lines and levels as shown on the plans and profiles and established by him in the field. The work shall be built in accordance with the contract drawings and directions given from time to time by the Engineer.

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

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

The Contractor shall provide to the Engineer, two (2) copies of all calculated grade sheets, and grade set records for all phases of the work.

30. 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, regarding underground cables.

31. 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.

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

32. 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, schedule his/her operations 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 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.

33. Watercourse / Fisheries Protection: General

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

- (a) Erosion and sedimentation control and protection of environmentally sensitive areas shall be in compliance with requirements that may be specified elsewhere in the Contract.
- (b) Watercourses shall not be diverted, and temporary watercourse crossings shall not be constructed or utilized unless otherwise specified in the Contract.
- (c) Where the Contract does not require work in watercourses or on watercourse banks, equipment shall not be operated within such areas.
- (d) Where the Contract requires work in watercourses or on watercourse banks, operation of equipment within such areas shall:
 - (i) Be kept to the minimum necessary to perform the specified work;
 - (ii) Comply with operational constraints that may be specified elsewhere in the Contract; and
 - (iii) Otherwise proceed in a continuous fashion to minimize the duration of such work.
- (e) Construction material, excess material, construction debris, and empty containers shall be stored away from watercourses and watercourse banks.
- (f) All equipment maintenance and refuelling shall be controlled to prevent any discharge of petroleum products. Vehicular maintenance and refuelling shall be conducted away from watercourses and watercourse banks.

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

34. 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.

35. 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.

36. 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. The Contractor should contact the Municipality to determine if there is a dedicated fill site available at the time of construction.

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 staff.

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

37. Garbage Collection

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

38. Occupational Health and Safety – Confined Spaces

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

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

39. 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 December 15th , 2025. The contractor shall proceed continuously once started.

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 incurred by compliance with these provisions will be considered to be included in the bid prices for the various items of work and no additional compensation will be provided.

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 **\$1,000.00 (One Thousand 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 losses or damages incurred by the Owner for each day in excess of the completion date.

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 (15) 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.

40. 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.

41. Compaction

Amendment to OPSS 501 (February 1996)

Method B, as specified in subsection 501.08.03 of OPSS 501, will be used for determining the acceptability of compaction.

42. Amendment to OPSS 902

Granular Backfill to Bridges, Retaining Walls and Culverts

Subsection 902.05.02 of OPSS 902 is amended by the addition of the following:

The granular used as backfill to bridges, retaining walls and culverts shall meet the requirements for Granular B except the percent passing the 150-um sieve shall be 4-23% by mass.

43. Mailboxes

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are damaged as a result of construction activities or any other activity related to the execution of this contract, the Contractor will be responsible for replacement at no additional cost to the Owner.

MUNICIPALITY OF MAGNETAWAN

TENDER No. RFP 2025-05

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

DIVISION V

SPECIAL PROVISIONS – TENDER ITEMS

ITEM SPECIFIC SPECIAL PROVISIONS

REPLACEMENT OF BRIDGE #17 – MILLER ROAD

NOTE: For the following Item Specific Special Provisions, the following list of items (including but not limited to) will be incorporated in the price of each bid item as per OPSS. GC 8.02.01(.02):

1. Insurance & Bonding

2. Calcium Chloride Flake and Water for Dust Control

NOTICE TO CONTRACTOR – Overhead Wires

The contractor is notified that overhead wires are present within the project limits. As such, all demolition and removal operations must take these utilities into account to ensure the safety of personnel, equipment, and surrounding infrastructure.

We require that your demolition and removal plan includes an assessment of the overhead wires and implements appropriate precautions, such as but not limited to:

- Coordination with the utility provider if necessary,
- Implementation of safety barriers or signage,
- Use of equipment and methodologies that mitigate the risk of contact with overhead wires, and
- Compliance with all relevant safety regulations and industry best practices.

It is the responsibility of the contractor to ensure that all site personnel are informed of these hazards and that proper planning and execution take place to avoid any potential risks.

OPERATIONAL CONSTRAINT - Notification of Affected Agencies

If required, the Contractor shall notify the affected agencies; Regulatory Authorities listed below and the Contract Administrator at least 1 week in advance of construction start regarding the construction schedule. These notifications shall be in writing. In addition, the Contractor shall notify the Contract Administrator of any unplanned changes to traffic flow immediately.

Contact Information is provided below:

Fire/ EMS: Magnetawan. Fire Department

81 Albert St, Magnetawan, ON P0A 1P0
(705) 349-8477

Police: Ontario Provincial Police Department (Burk's Falls Ontario Provincial Police Detachment)

Physical Address: 46 Highway 520, Burks Falls, ON P0A 1C0
Mailing Address: PO Box 514, Burk's Falls, ON P0A 1C0
705-382-2015

School Board: North District School Board

963 Airport Road P.O. Box 3110 North Bay, ON P1B 8H1
705-472-8170

Item No. 1

Mobilization and Demobilization

The work shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the contract.

This work shall not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract.

Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items specified in Section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site clean up, of offices, buildings and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

Basis of Payment:

Payment for Mobilization and Demobilization will be lump sum.

50% of this item will be paid upon completion of the mobilization. The remaining 50% will be paid out once the contractor has demobilized from site.

Item No. 2

Environmental Protection

Under this item the Contractor shall supply, install, and maintain erosion and sedimentation control measures including, but not limited to, filter cloth, debris catchment system, straw bale flow checks & light duty silt fence. The Contractor is required to submit an erosion and sediment control plan for approval by the Contract Administrator. Erosion and sediment controls must be

Silt fence barriers shall be completed in accordance with OPSS 805 (November 2021), OPSP 219.180 (November 2021), and OPSP 219.110 (November 2021).

Measurement for payment is by Lump Sum.

Item No. 3	Access to Work Area, Work Platform and Scaffolding
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As part of the work under the tender item **Access to Work Area, Work Platform and Scaffolding**, the Contractor shall also include the following:

- Provision of access/work platform/scaffolding for all work;
- Debris and work platform to contain demolition debris.

928.04.03 Temporary Structures (Work Bridge, Debris Platform, Structure Support Platform, Walkway)

The Contractor shall submit the following to the Contract Administrator at least two weeks prior to the date that permissions are required to proceed, for information purposes only.

- 2 sets of design/shop drawings The submission shall include all construction details.
- sequence and method of control measures during:
 - Concrete sawcutting.
 - Structure removal.
 - Structure repair including concrete placement;
- details of any loads imposed on the existing structure by the control measures.

All design and checking of the work under this item shall be carried out by the Contractor. The design and checking Engineers shall affix their seals and signatures to the drawings verifying that the drawings are consistent with the Contract Documents and sound engineering practices.

A copy of each submission shall be returned as one of the following:

- a) Stamped with the wording that allows for permission to construct. In this case, work can commence on receipt of the drawing by the Contractor.
- b) Stamped with the wording that allows for permission to construct as noted. In this case, work can start on receipt of the drawings by the Contractor. The drawings shall be updated as noted and shall be sealed and signed by an Engineer stating the drawings have been revised according to the noted comments.
- c) Showing only required changes. In this case, the drawings shall be updated as required and the submission process repeated.

The Contractor shall give the Contract Administrator written notice a minimum of two weeks prior to the date that permission is required to proceed with any of the following:

- a) Concrete sawcutting for removals; and
- b) Removal of existing bridge.

The notice shall include two (2) copies of written descriptions, working drawings and schedules that provide the following:

- a) the sequence and method of control measures during:
 - i. Concrete sawcutting.
 - ii. Removal of concrete;
 - iii. Structure repair including concrete placement;
- b) The details of any construction loads imposed on the existing structure by the control measures.

Permission to proceed with the above will be provided if the Contract Administrator determines that the details of the notice meet the requirements of this Special Provision and OPSS 928.

Any protection system or working platform used for the above shall bear the seal and signature of a Professional Engineer licensed in the Province of Ontario.

CONSTRUCTION

The requirements of section 928.07 of OPSS 928 are amended by the addition of the following:

The Contractor shall take such measures and provide such protection system or systems to prevent entry of all materials into the river or onto the travelled portion of the highway, including:

- a) materials resulting from the structure or concrete removal;
- b) materials resulting from structure repair; and
- c) effluent from sawcutting.

Provide a minimum vertical clearance, as indicated on the contract drawings, for all work platforms, scaffolding, etc. over the water.

At the conclusion of the work, the control measures shall be removed from the right-of-way.

QUALITY CONTROL

The requirements of OPSS 928 are amended by the addition of the following:

- a) Removal of complete superstructure including all concrete girders and railings;
- b) Removal of all existing steel beam guide rail and associated connections
- c) Review of reference drawings pertaining to bridge structure designated for removal and inspection and verification on site of all dimensions, details and elevations relevant to the work;
- d) Scaling of delaminated and loose concrete above the river prior to commencement of preparatory demolition work;
- e) Design, construction, maintenance, monitoring and removal of all required temporary support systems, shoring, falsework, temporary protection systems, including protection platforms, temporary bracing and debris containment systems to suit the Contractors removal operations/sequencing;
- f) Staged demolition of the existing structure;
- g) Removal of the substructure elements to the limits shown in the Contract Documents.
- h) Removal of approach slabs, wearing surface, bearings, traffic barrier, end walls, embedded works and all other existing bridge structure elements to the limits shown in the Contract Documents;
- i) Management and disposal of all designated substances, with the exception of asbestos.

- j) Disposal off site of all removed materials and debris in accordance with OPSS 180, including establishment of a temporary disposal site and permit acquisition, as may be required.
- k) Collection, containment and disposal of effluents associated with cutting of concrete or steel (as required);
- l) Earth excavation, grading and backfilling required to facilitate structure demolition that is not specified as earth excavation elsewhere in the Contract Documents;
- m) Provisions of all access required to complete the work.

In addition to the work listed above, inspections of the existing structure for the presence of active bird nests are required, as specified elsewhere in the Contract Documents. All work associated with these inspections, including the retainment of a qualified avian biologist as required, shall be included in the tender item 'Removal of Bridge Structure.

510.02 REFERENCES

Section 510.02 of OPSS 510 is amended by the addition of the following:

OPSS 919 Formwork and Falsework

510.04 SUBMISSION AND DESIGN REQUIREMENTS

510.04.01 Design Requirements

Subsection 510.04.01 of OPSS 510 is amended by the addition of the following:

The Contractor shall be responsible for performing an independent structural evaluation and analysis of the existing structure to ensure stability of the bridge under all removal stages. The structural design and evaluation shall be carried out according to the CAN/CSA-S6 and the Structural Manual.

The design assumptions for structural design and evaluation shall accurately represent the condition of the structure during construction/removal, including but not limited to the effect of removals on load distribution and member resistance, support location and restraints, construction loads and construction/removal staging.

The weights of construction/removal equipment shall be based on the manufacturer's specifications.

All temporary support, shoring and falsework systems required to complete the work shall be designed in accordance with OPSS 919.

510.04.02 Submission Requirements

510.04.02.01 Removal of Bridge Structures

Clause 510.04.02.01 of OPSS 510 is deleted and replaced with the following:

The Contractor shall submit two (2) sets of a detailed Bridge Removal Plan including all required drawings/procedures to the Contract Administrator two (2) weeks prior to the commencement of the removal work, for information purposes only. The plans, details and procedures shall bear the seal and signature of the design Engineer and design check Engineer retained by the Contractor. Where multi-discipline engineering work is depicted on the same plan and a single design engineer is unable to seal and sign the plan for all aspects of the work, the plan shall be sealed and signed by as many additional engineers as necessary. The plans, details and procedures shall detail all aspects and stages of the bridge removal including, but not limited to:

- a) Schedule and sequence of removal work including a separate plan and drawing for each stage of demolition;
- b) Equipment to be used during removal work;
- c) Locations and loads of removal equipment on existing structure;
- d) Locations of all pre-cutting and advance removal of concrete, as proposed by the Contractor;
- e) Methods for the containment, collection and disposal of effluents associated with cutting of concrete, as proposed by the Contractor;
- f) Protection of traffic throughout all stages of the demolition work;
- g) Installation and removal of all required roadway/traffic protection;
- h) Provisions for dust suppression/containment/control;
- i) Temporary support system, footing, shoring and falsework plans and drawings (as required);
- j) Protection of utilities;
- k) Stages of work that require interim inspection by the Contractor's Engineer for the safe execution of bridge demolition in accordance with the Contract Documents, such as, but not limited to:
 - i) Installation of temporary support.
 - ii) Installation of temporary protection for traffic, pedestrians and property.

The Contractor shall provide a copy of the calculations completed for the independent structural evaluation and analysis if requested by the Contract Administrator. The submission shall bear the seal and signature of the design Engineer and design check Engineer retained by the Contractor.

When the safe execution of bridge demolition operations requires work such as the use of temporary supports, temporary protection for traffic, pedestrians and property, structural strengthening or modification, or removal of existing dead load, earth pressures, or both, a Certificate of Conformance shall be submitted immediately after installation to the Contract Administrator and prior to commencement of removal operations. The certificate shall be sealed, signed and dated by the Contractor's Engineer. The certificate shall state that all procedures have been completed in accordance with the sealed plans, details and procedures.

510.07 CONSTRUCTION

510.07.02 Bridge Work

510.07.02.01 Removal of Bridge Structures and Bridge Footings

Clause 510.07.02.01 of OPSS 510 is amended by the deletion of the last sentence and addition of the following:

Construction of temporary support systems, shoring and falsework shall be carried out in conformance with OPSS 919.

The Contractor shall be fully responsible for the stability of the existing structure during all phases of the work. The existing bridge shall be removed in a safe and controlled manner that will not result in structure instability or uncontrolled failure. Details shown on the Contract Drawings are conceptual. The Contractor is solely responsible for determining the exact location/depth of all sawcuts and the installation of all temporary support systems required to complete the work safely.

The Contractor is advised that the structure shall be removed in stages as detailed in the Contract Drawings.

The Contractor shall complete the work within the timing and restrictions specified elsewhere in the Contract Documents. All compensation for night and/or overtime work for removals shall be included in this item. The Contractor is responsible for completion of the removal operations in accordance with their stamped drawings.

Prior to the commencement of the preparatory work for structure demolition, the Contractor shall conduct scaling operations above the water. The Contractor shall remove any delaminated or loose concrete on the girders, soffit and fasciae. Any damage caused by falling debris during any of the removal operations shall be the responsibility of the Contractor.

The Contractor shall ensure that all effluents from all cutting operations are collected and managed in accordance with environmental special provisions included in the Contract Documents and applicable provincial statutes. Under no circumstances will effluents be permitted to drop down into the water below.

The Contractor shall design and construct a protection system to protect the water below the bridge from falling debris and construction equipment during all stages of the work. The protection system shall be fully removed following structure removal.

Under no circumstances will blasting be permitted in the structure demolition.

Item No. 7

Drilled In Tube Piles

OPSS 903, Nov 2020 shall govern except as amended or extended herein.

Scope

Bridge #17 – Miller Road

In general, the stratigraphy in the area of the embankments is characterized by an asphaltic surface, overlying embankment fill over glacial till, containing frequent cobbles and boulders,

underlain by limestone bedrock. The limestone bedrock is classified as poor to excellent quality and is typically strong to very strong.

The Contractor is advised that appropriate equipment and construction procedures will be required for installation of micropile construction through the till deposit, including removal of obstructions such as cobbles and boulders and socketing into the bedrock. The drilling method must be capable of advancing the pile without disturbing or fracturing the bedrock at the base of the pile.

Work under the tender item “Micropiles” includes all labour, material and equipment required to excavate and construct the micropiles including the supply and installation of the steel casing (273x9.5mm) with minimum 500mm embedment into bedrock and placement of grout within them. Item also includes all labour, material and equipment required to install the preaugered hole, including the 600X1.6MM galvanized CSP liner to 3000mm below pile cap.

903.03 DEFINITIONS

Section 903.03 of OPSS 903 is amended by the addition of the following:

Micropiles means a grouted steel tube pile installed socketed into bedrock with a down the hole hammer.

Down the Hole Hammer / Drill means a reverse circulation concentric percussion / drilling mechanism located directly behind the drill bit with drill pipes to transmit the necessary feed force and rotation to hammer and bit plus compressed air or fluids for the hammer and flushing of cuttings.

903.04 DESIGN AND SUBMISSION REQUIREMENTS

903.04.02 Submission Requirements

903.04.02.01 General

Clause 903.04.02.01 of OPSS 903 is amended by the addition of the following:

The Contractor is hereby notified that the existing abutments are supported on piled foundations. The existing pile layout detailed in the Contract Documents is based on the original structure drawings. The Contractor shall anticipate minor adjustments to the proposed pile layout within the allowable tolerances specified in the Contract Documents.

Item No. 8

Concrete in Substructure

Amendment to OPSS 904, November 2023

904.01 SCOPE

Section 904.01 of OPSS 904 is amended by the addition of the following:

Work under this tender item includes all labour, material and equipment required for the placement of concrete in substructure as detailed on the Contract Drawings.
This special provision covers the additional requirements associated with the work under this item as follows:

- a) Supply and placement of all concrete in abutment stems (below the bottom flange of the girders), wingwalls, and bearing pedestals as detailed on the Contract Drawings.
- b) Supply and placement of drain sleeves in the wingwalls to accept pipe subdrains as detailed on the Contract Drawings.
- c) E.V.A. (Ethyl Vinyl Acetate) foam on top of and adjacent to wingwalls (behind abutments) and under semi-integral diaphragms

All as indicated on the Contract drawings.

Item No. 9

Bearings

Amendment to OPSS 922, April 2017

922.07.09 Quality Control

922.07.09.02 Sampling and Supplying of Bearings

Clause 922.07.09.02 of OPSS 922 is amended by the addition of the following:

The following elastomeric bearings shall be provided as test samples for destructive testing purposes, as noted in Table 1. These bearings are in addition to those required for installation on the Contract.

TABLE 1
Elastomeric Bearing Test Samples for Destructive Testing

Number of Samples to be Tested	Dimensions	Plain or Laminated	Number of Bearings Represented by Sample	Bearings Location Represented by Test Sample
1	400x200x15	Plain	16	North and South Abutments

Item No. 18

Bridge Deck Waterproofing

Amendments to OPSS 914, November 2014

OPSS.MUNI 914.07 shall be amended to include the following:

Bridge deck waterproofing shall be completed in accordance with OPSD 3370.100 and OPSD 3370.101 as applicable. Specifically, work shall include 300 mm down the vertical face at the end of the concrete deck where the deck end is directly adjacent to granular backfill (joint between concrete deck and granular backfill typical drawing). Waterproofing on concrete deck, at sides of wall at joint location and approach slab, shall be as shown on contract drawings.

Where asphalt pavement is to be provided, the work shall also include the saw-cutting and sealing of the new asphalt as per OPSD 3370.101. The location of saw-cut and sealing of new asphalt shall be at the deck ends.

Item No. 24**Form and Fill Grooves****Amendments to OPSS 914, November 2014**

Subsection 914.07.07 is amended by deleting the first paragraph and replacing it with the following:

Where asphalt pavement is to be provided, the work shall also include the saw-cutting and sealing of the new asphalt as per OPSD 3370.101. The location of saw-cut and sealing of new asphalt shall be at the deck ends.

This groove shall be made either by dry sawing or routing, with vertical sides, and be located directly over the joint for the full length of the joint.

Forming and filling of grooves shall be performed within 14 Days of surface course asphalt placement at the location of each groove.

Material

OPSS.MUNI 914.05 shall be amended to include the following:

Flexible sealant shall be MACSEAL 6690-1 or approved equivalent.

MUNICIPALITY OF MAGNETAWAN
TENDER No. RFP 2025-05
REPLACEMENT OF BRIDGE #17 – MILLER ROAD

DIVISION VI

SPECIFICATIONS

The work specified in the Contract will be performed in strict accordance with the following Provisions, Contract Plans, Specifications and Conditions for **TENDER No. RFP 2025-05**

SCHEDULE OF PROVISIONS, CONTRACT PLANS, STANDARD DRAWINGS, SPECIFICATIONS AND GENERAL CONDITIONS

ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

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

No.	Issue Date	No.	Issue Date	No.	Issue Date
100	Nov 2019	180	Nov 2021	805	Nov 2021
510	Nov 2018	206	Apr 2019	902	Nov 2021
407	Nov 2021	401	Nov 2021	314	Nov 2023
310	Nov 2017	904	Nov 2023	1350	Nov 2023
351	Nov 2021	511	Nov 2019	721	Apr 2024
732	Nov 2019	908	Nov 2022	615	Nov 2022
710	Nov 2021	905	Nov 2017	928	Apr 2019
906	Nov 2021	802	Nov 2019	1860	Nov 2018

ONTARIO PROVINCIAL STANDARD DRAWINGS

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

Dwg No.	Issue Date	Dwg No.	Issue Date
OPSD 219.110	Nov 2021	OPSD 803.010	Nov 2015
OPSD 600.040	Nov 2012	OPSD 310.020	Nov 2019
OPSD 219.180	Nov 2021	OPSD 912.125	Apr 2016
OPSD 219.160	Nov 2021	OPSD 912.127	Nov 2023
OPSD 701.010	Nov 2014	OPSD 2238.01	Nov 2010

LIST OF CONSTRUCTION DRAWING

The Contractor Drawings for TENDER No. RFP 2025-05 are as follows:

C0 – Legend & Notes
C1 – Removals
C2- New Construction
S-1 – Structural Details
S-2 – Structural Details