



Municipality of Magnetawan

Contract RFT 2026-02

Tender For: Bay Street Temporary Bridge Installation

Tender Issue: September 15, 2026

Tenders Close: October 6, 2026

Scott Edwards
Public Works Superintendent
Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario
P0A 1P0

Prepared By: TULLOCH Engineering Inc.

NOTICE TO BIDDERS

Please be advised that award of this Contract is dependent upon receiving approval from the Municipality's Council and required work permits.

1. Submission and Opening of Tenders

Tenders shall be submitted electronically to publicworks@magnetawan.com. The Tenders will be received until 12:00 Noon, Local Time on October 6, 2026, for receipt of tenders.

On the closing day, the Tenders will be opened and will be recorded by the Owner's Tender Committee and the results will be distributed to the Municipality's website www.magnetawan.com for public viewing.

2. Disqualification of Tenders

Under no circumstances will tenders be considered which:

- (a) are received after 12:00 Noon, Local Time on the advertised closing date for tenders.
- (b) are not accompanied by an electronic bid bond in the amount specified.
- (c) are not accompanied by a properly executed agreement to bond.
- (d) are submitted by tenderers not on the Plantakers Register.

3. Withdrawal or Qualifying of Tenders

A tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract.

A tenderer may withdraw their tender at any time up to the official closing time by submitting a letter bearing their signature and seal as in their tender to the Municipality of Magnetawan, 4304 Highway 520, P.O. Box 70, Magnetawan, Ontario, P0A 1P0. Such a submission must be received in sufficient time to be marked before 12:00 Noon Local Time on the date for closing of tenders. The tenderer shall show their name, the project or contract title and tender on the envelope containing such letter. Withdrawals by fax, electronic submissions or telephone calls will NOT be accepted.

4. Scope of Work

Temporary Bridge Installation

The general scope of work within this project is the placement of a temporary bridge over a concrete pad foundation.

This will include:

- The placement of environmental protections in accordance with the Environmental Protection Act and traffic controls in accordance with the Ontario Traffic Manual Book 7.
- Removal of the existing asphalt, guide-railing, and roadside signage.
- Placement of precast concrete footings beyond the existing bridge extents to support the proposed temporary superstructure.
- Supply and placement of the temporary modular steel bridge, railings, bearing plates, and all other appurtenances over the concrete footings.
- Supply, placement, and compaction of Granular A for the engineered fill pad beneath the precast concrete footings and road base.
- Supply, placement, and compaction of Granular B – Type II for backfill and road subbase.
- Supply and placement of gabion baskets to retain the roadfill along the bridge approach edges.
- Supply and placement of topsoil over the rockfill along the bridge embankments to control erosion.
- Supply and installation of steel beam guide railing along the bridge approaches with flared terminal ends.

- Supply and placement of roadside signage to accommodate the new bridge conditions.
- Supply and placement of surface treatment at the double application surface treatment and exposed gravel surfaces.

5. Anticipated Contract Award / Start Date

The anticipated contract award for this contract is October 13, 2026, and start date is October 27, 2026. The successful bidder will be notified upon receipt of appropriate documentation exactly when they will be able to occupy the site.

5. Inquiries During Tendering

Tenderers are advised that all inquiries regarding the interpretation of the plans or specifications shall be directed to TULLOCH Engineering, email frank.palmay@tulloch.ca, reference tender number in the subject line.

6. Tender Form

Each tender shall include the following forms, complete in all aspects:

Tender Form
Statements A to F
Schedule of Unit Prices
Agreement to Bond
10% Tender Deposit

Include any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with the tender. The tenderer may retain the rest of the tender documents issued to them.

Personal information contained in this tender is collected under the authority of The Municipal Act, 2001, S.O. 2001, c.25, as amended and any by-laws passed pursuant to it and for the purpose of the administration of this tender and for no other purpose. Tenderers are advised that the Owner may be required to disclose information in this tender under the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection should be directed to the Municipal Clerk, 4304 Highway 520, P.O. Box 70 Magnetawan, Ontario, P0A 1P0, (705) 387-3947.

The tenderer shall give the total tender price and shall fill in all blank spaces for unit prices, item prices, lump sums, time for completion and other information in the Tender Form.

7. Informal or Unbalanced Tenders

All entries in the Tender Form shall be made in ink or typewritten. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (unless properly and clearly made and initialled by the tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced to likely adversely affect the interests of the Owner may be rejected. Wherever the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern, and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

If a tenderer has omitted to enter a price for an item of work set out in the Tender Form, and unless they have specifically stated otherwise in their tender, the tenderer shall be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.

Tender for the cost of carrying out the said item of work. Unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission. The Owner reserves the right to waive formalities at its discretion.

Tenderers who have submitted Tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) working days after the closing date for tenders.

8. Examination of Site

Each tenderer must satisfy themselves by personal examination as to the local conditions to be met with during the construction and conduct of the work. The tenderer shall make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. Tenderers shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

9. Omissions, Discrepancies and Interpretations

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 must notify the Owner, in writing no later than **five** working days before the closing date for tenders. If the Owner considers that a correction, explanation or interpretation is necessary or desirable, the owner will issue an addendum available to all registered plantakers.

The tenderer also declares that in tendering for the work and in entering into the contract they did not and do not rely upon information furnished by the Owner or any of its servants or agents respecting the nature or conformation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for or in connection with the tender or the contract by the Owner, except information specifically excluded from this sub-section.

10. Quantities are Estimated

The quantities shown for unit price items in the Tender Form are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

11. Evaluation

All Tenders received will be evaluated by the Owner and the Owner's Engineering Representative. The evaluation shall be performed to determine the Tender with the "Best Value" to the Municipality of Magnetawan. The Tenders will be assessed based on, but not limited to, the following criteria:

- (1) Compliance with the mandatory requirements of the Request for Tender.
- (2) The Tender price.

- (3) The Contractor's experience and past performance on similar projects.
- (4) The Contractor's ability to meet or exceed all specifications and requirements.

12. Right to Accept or Reject Tenders

Tenderers are advised that the Owner may, in its sole discretion:

- (i) award a contract to the tenderer that the Owner, in its sole discretion, determines represents the "Best Value" to the Municipality of Magnetawan, and compliant tenderer; or
- (ii) cancel the procurement process and not award the contract.
- (iii) accept or reject any bid in whole or in part
- (iv) award the contract in its entirety or in part, to one or more bidders
- (v) consider the total bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which bid best meets its needs and interests.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

Tenders are subject to a formal contract being prepared and executed. The Owner reserves the right to reject any or all tenders and to waive formalities as the interests of the Owner may require without stating reasons therefore and the lowest or any tender will not necessarily be accepted.

Tenderers are advised that a full evaluation of tenders will be undertaken by the Owner, including tenderer's qualifications and related experiences. This evaluation may include a review of the completion, litigation and claims history of the bidder.

Extended completion dates, litigation (including construction liens filed by subcontractors for non-payment) and the processing of claims may make the total cost of the work more expensive. In addition to other reasons for rejecting bids, any bid may be rejected if, in the Owner's sole discretion, a bidder's completion, litigation or claims history is unacceptable to the Owner. Bidders acknowledge that the Owner may make inquiries to evaluate such history, and bidders shall not object to such inquiries being made.

In the event that the Owner rejects a bid for any reason whatsoever, the bidder shall not be entitled to any loss, costs, damages, compensation, indemnification or claims of any kind whatsoever directly or indirectly related to rejection of the bid. In tendering for the work, each bidder acknowledges, agrees, undertakes, represents and warrants abiding by the terms herein.

13. Tender Deposit

Each tender shall include an electronic bid bond payable to The Municipality of Magnetawan in the amount of **ten percent (10%)** of the value of the tender submission.

The tenderer agrees that if they should withdraw their tender or fail for any reason to execute the agreement or provide required bonds or other documents as required the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Owner may deem advisable.

14. Agreement to Bond

The Tenderer shall include with their tender, an Agreement to Bond on the form enclosed herein, or on a form provided by the surety company with similar wording. The Agreement to Bond must be executed under

the corporate seal of the surety company and shall be from a recognized surety company doing business in the Province of Ontario.

15. Contract Performance Security

Tenderers are advised that the performance security required shall be determined by the Owner after award of Contract, if any. Tenderers are required to bid, as provisional items, on the following:

- (1) Performance Bond in the amount of 50% of the Tenderer's Total Bid and;
- (2) Labour and Material Payment Bond in the amount of 50% of the Tenderer's Total Bid.

To ensure that Contract performance security will be available if requested by the Owner, each tenderer shall include with their tender an Agreement to Bond in the form attached to the Tender Form from a surety listed in the Information to Tenderers.

Tenderers are required to bid separately on each item and shall not include the costs of a Labour and Material Payment Bond in the price for a Performance Bond and vice versa. After award of Contract, if any, the Owner will review the successful tender and determine whether or not it requires a Performance Bond, a Labour and Material Payment Bond, or both. The Owner will advise the successful tenderer, if any, of the performance security requirements, if any; at the time any Notice of Acceptance is delivered.

16. Proof of Ability

In order to aid the Owner in determining the ability of each tenderer, the tenderer shall complete the following statement sheets which are bound herein:

Statement 'A' Stating the tenderer's experience in similar work which they have successfully completed within the five preceding years.

Statement 'B' Giving a list of the tenderer's senior supervisory staff with a summary of the experience of each.

Statement 'C' Giving the description of the construction equipment which the tenderer proposes to use, the equipment they have available or under their control, the equipment to be rented, and the equipment to be purchased.

17. List of Sub-Contractors

The Contractor agrees to submit a list of any sub-contractors (Statement "D") who will be carrying out any part of this Contract.

This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Owner has the right to reject any of the sub-contractors so named. In this event, the Contractor shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Owner. Only one name shall be shown for each sub-trade.

The tenderer or the Contractor shall not be allowed to substitute the other Sub-contractors in place of those named in the tender without written approval from the Owner.

18. Addenda

Addenda will be posted on the bidding portal(s), the municipality's website www.magnetawan.com and will also be available at the Municipal Office for review.

Each Tenderer shall submit with the tender the list of Addenda (Statement 'E') used in preparing this bid. If no addenda were issued, the words "Not Applicable" shall be entered. Failure to complete this statement or failure to include all addenda shall result in the bid being declared informal.

19. Tax Compliance Declaration

Each Tenderer shall submit the Tax Compliance Declaration (Statement 'F') as part of their bid.

20. Agreement

The successful tenderer shall within 10 days after the date of being notified of being the successful tenderer, execute in duplicate and return to the Owner the Agreement on the form bound herein. In the event the tenderer fails to do so, its tender deposit shall be retained by the Owner and the tender may be awarded to the next successful tenderer.

21. Workplace Safety & Insurance Board

The successful tenderer shall at the time of entering into any Contract or Agreement with the Owner, furnish a satisfactory clearance certificate from the Workplace Safety & Insurance Board stating that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid and the Owner may at any time during the performance or upon completion of the contract require further proof that such assessments have been paid.

The selected tenderer shall submit clearance certificate to the Owner in duplicate together with the Contract or Agreement executed by the said tenderer. One copy of the clearance certificate shall be bound into each of the two executed sets of the Contract.

22. Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "Constructor" as defined in the Act.

It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides in addition to other things that:

"A Constructor shall ensure, on a project undertaken by the constructor that:

- (a) the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- (b) every employer and every worker performing work on the project complies with this Act and the regulations; and
- (c) the health and safety of workers on the project is protected."

23. Harmonized Sales Tax (H.S.T.)

Tender unit prices shall not be marked up by the Tenderer to include H.S.T. The Owner will add H.S.T. to payments made under this Contract. The Tenderer shall include with the executed tender documents, on Company letterhead, notification to the Owner of their H.S.T. Registration Number.

24. Insurance

The successful Tenderer shall provide, maintain and pay for the insurance coverage as detailed in the General Conditions.

Proof of insurance shall be submitted to the Owner within ten (10) days of notice of award of the Contract.

25. General Conditions of Contract - Ontario Provincial Standards

The Ontario Provincial Standards General Conditions of Contract, OPSS.MUNI 100 November 2024, are part of this contract. The general conditions have not been reproduced as part of these documents. It will be the responsibility of the Tenderer to obtain copies of these conditions which are hereby made a part of any contract or agreement.

26. Reviewed Equal

Tenderers shall base their prices on materials, methods, firms and equipment as named in the Contract documents. It is emphasized that no deviation from the specified materials, methods, firms or equipment will be allowed without written addendum approval of the Owner.

Should the Tenderer wish to include in their tendered price, a manufacturer, material or method other than as specified, the tenderer shall make a request in writing to the Owner at least ten (10) working days prior to tender close requesting that the proposed substitution be deemed a "Reviewed Equal". The requests shall be accompanied by complete descriptive and technical data on the substitution proposed. The Owner is not obliged to review any such request. **"Reviewed Equal" status, if granted, will be issued to all tenderers by written addendum. Claims of verbal approval will not be a valid argument for substitutions and/or increases in the tendered price.** Under no circumstances shall the successful tenderer be entitled to extra payment on the grounds that their tender is based on an alternate proposal or reviewed equal.

27. Payments – Proper Invoice

As per PART I.1 PROMPT PAYMENT 6.1 of the Construction Act, contractors are required to submit a proper invoice to receive payment within 28 days.

The Contractors proper invoice, are to be submitted by email to the following contact(s):

Owner

Municipality of Magnetawan
Attn: Scott Edwards – Public Works
Superintendent
Email: publicworks@magnetawan.com

Owners Engineering Representative

TULLOCH Engineering
Attn: Frank Palmay, P.Eng.
Email: frank.palmay@tulloch.ca

Should a contractor submit an invoice that is not proper, the Owner may return the invoice for correction. The 28-day payment terms will commence the day a proper invoice is electronically submitted to the contact(s) identified above.

The Owners Engineering Representative may issue a notice of non-payment within 14 days in the event that there is a dispute with the invoice in part or in whole.

28. Payments – Direct Bank Deposit

Tenderers are advised that the Owner shall make payments by direct bank deposit. The successful Tenderer will be required to provide the Owner with the appropriate account, branch number, and transit numbers, and any other required information necessary to facilitate such payment. The Owner will not use this information for any other purpose.

29. Start Work Order

No work shall begin until the Owner or the Owners Engineering Representative has issued a Start Work Order.

A Start Work Order will be issued once the Contractor has provided all forms, permits, plans, construction schedules, insurance certificates etc. to the satisfaction of the Owner or the Owners Engineering Representative as required elsewhere in the contract document and once all permits and approvals required for the work are in place.

30. Site Supervision

The Contractor is required to assign a full-time site supervisor who is suitably qualified and with appropriate experience for the work being performed.

31. Piggyback Option

Any resultant contract between the proponent and the Municipality, including any amendments, may be accessed by any public agency including but not limited to a Municipality, Region, Single Tier, Town, Township or Village. All provisions, excluding freight, shipping and delivery lead times will apply to any of the above listed entities opting to access the contract. The successful proponent and any additional agencies will enter into their own separate agreements for the goods and services.

32. Contract Termination

Termination

In the event that the proponent fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Municipality, the Municipality may give notice in writing to the proponent of such failure. In the event that the proponent has not remedied its failure within ten (10) days of the said notice, the Municipality shall be entitled to exercise any one or more of the following remedies:

- a. the Municipality may terminate the Contract without further notice and exercise its rights to the performance security provided by the proponent;
- b. the Municipality may withhold any payment due to the proponent hereunder until the Proponent has remedied its failure;
- c. the Municipality may engage the services of others to remedy the proponent's failure and obtain reimbursement therefore from the proponent. Such reimbursement may be obtained either through deduction from any amount owing to the proponent or through any other legal means available to the Municipality; or
- d. the Municipality may assert any other remedy available to it in law or equity.
- e. The Municipality reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

Contract Termination for Convenience

The Municipality may terminate a contract, in whole or in part, whenever the Municipality determines that such termination is in the best interest of the Municipality without showing cause, upon giving written notice to the Contractor. The Municipality shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Project Description:

Bay Street Temporary Bridge Installation

Project Location:

Bay Street, Magnetawan, Ontario – between West Street and George Street

Owner

Municipality of Magnetawan

Tenderer

Contractor's Name

Contractor's Address

City

Province

Postal Code

Telephone Number

Facsimile Number

Authorized Signature

Position of Signer

Tenders Received By

Scott Edwards
Public Works Superintendent
Municipality of Magnetawan
4304 Highway 520, P.O. Box 70.
Magnetawan, Ontario
P0A 1P0

To: Chair and Members of the Tendering Committee, The Municipality of Magnetawan

The Contractor has carefully examined the Provisions, Plans, Specifications and Conditions referred to in the Schedule of Tender Data attached hereto as part of the work to be done under this Contract. The Contractor also understands and accepts the said Provisions, Plans, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in the said Schedule.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if found not to be required.

In tendering for the work, each bidder acknowledges, agrees, undertakes, represents and warrants to abide by the terms of the Information to Tenderers.

Attached to this tender, is an agreement to bond, duly executed by the Contractor and the Surety, to provide bonds as set out in the Information to Tenderers.

Attached to this tender is an electronic bid bond for the sum of

payable to The Municipality of Magnetawan, which meets or is greater than the tender minimum deposit required.

This cheque shall constitute a deposit which shall be forfeited to the Owner, if the successful Contractor fails to file with the Owner, an executed tender document, a certificate of insurance in the amount specified, a Workplace Safety & Insurance Board Clearance Certificate, satisfactory to the Owner, a 50% Performance Bond and a Labour & Material Payment Bond, within 10 days from the date of receipt of Notice of Acceptance of the Tender.

Notification of Acceptance may be given and delivery of the Form of Agreement made by prepaid post, addressed to the Contractor at the address contained in this Tender.

Tender Form

Statement "A" - Tenderer's Experience

As an integral part of this tender, the tenderer shall list here their experience in work of a similar nature to that being tendered, which they have successfully completed.

<u>Year</u>	<u>Description of Contract</u>	<u>Owner</u>	<u>Value</u>	<u>Contact Person</u>	<u>Telephone</u>
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Statement "B" - Tenderer's Senior Staff

As an integral part of this tender, the tenderer shall list senior supervisory staff with a summary of the experience of each.

<u>Name</u>	<u>Position</u>	<u>Qualifications and Experience</u>
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Tender Form

Statement "C" - Proposed Construction Plant

As an integral part of this tender, the Tenderer shall provide below, a statement giving the description of the construction plant they propose to use, the plant they have available or under their control, the plant to be rented and the plant to be purchased.

Plant Available

Plant to be Rented

Plant to be Purchased

Statement "D" - List of Proposed Sub-Contractors

As an integral part of this tender, the Tenderer shall provide below, the name of each sub-contractor nominated to perform work under this tender. No sub-contractor may be substituted without written consent of the owner. Only one name shall be shown for each Sub-Trade. If the Tenderer proposes to carry out such work himself, it shall be so entered. In no case shall the total of work sub-contracted exceed the maximum allowed in the contract, if so specified.

Sub-Trade

Proposed Sub-Contractor

Percentage of Contract

Tender Form

Statement "E" - Addenda

As an integral part of this tender, the Tenderer shall complete below a statement giving the number and date of all addenda used in preparing this bid. If no addenda were issued the words "Not Applicable" shall be entered below. Failure to complete this statement and include all addenda shall result in the bid being declared informal.

Addendum Number

Addendum Date

Statement "F" - Tax Compliance Declaration

I/We hereby certify that _____ (legal name of company), at the time of submitting this bid, is in full compliance with all tax statutes administered by the Ministry of Finance of Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Tender Form

Schedule of Prices

Contract 2026-02

Section 1 – Bay Street Temporary Bridge Installation

Total Price \$ _____

Section 2 – Provisional Items

Surface Treatment Total Price \$ _____

Section 3 – Performance Securities

Provide and Maintain Throughout the Contract
Period a 50% Performance Bond \$ _____

Provide and Maintain Throughout the Contract
Period a 50% Labour & Material Payment Bond \$ _____

Total Price – Section 3 \$ _____

Section 4 – Contingency Allowance \$ **\$30,000** _____

TOTAL TENDER PRICE (SECTION 1 + SECTION 2 + SECTION 3 + SECTION 4) \$ _____
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Schedule of Unit Prices for Contract RFT 2026-02
Bay Street Temporary Bridge Installation

The Contractor hereby states that the following unit prices shall constitute full compensation for the works specified under Contract RFT 2026-02:

Item	Spec.(OPSS)	Description of Item	Est Qty	Unit	Unit Price	Total Price
SECTION 1 – BAY STREET BAY STREET TEMPORARY BRIDGE INSTALLATION						
Part A – General Construction Items						
1.0	492, SS1	Mobilization/Demobilization	1	LS	\$	\$
2.0	182, 801, 805, SS2	Environmental Protection	1	LS	\$	\$
3.0	703, 706, 708 SS3	Traffic Control, Signing, and Road Maintenance	1	LS	\$	\$
Sub-Total Part A						\$
Part B – Removals						
4.0	180, 201, 510, SS4	Removals	1	LS	\$	\$
Sub-Total Part B						\$
Part C – Construction Work						
5.0	180, 517, 902, SS5	Earth Excavation	1	LS	\$	\$
6.0	102, 501, 1010, SS6	Supply, Placement, and Compaction of Granular A for Engineered Fill Pad	30	Tons	\$	\$
7.0	501, 904, 922, SS7	Supply and Install Precast Concrete Footings	1	LS	\$	\$
8.0	906, 911, 922, SS8	Supply and Install Prefabricated Modular Steel Bridge	1	LS	\$	\$
9.0	102, 206, 314, 501, 1010, 1860, SS9	Supply, Placement, and Compaction of Granular B – Type II Backfill	300	Tons	\$	\$
10.0	102, 206, 314, 501, 1010, 1860, SS10	Supply, Placement, and Compaction of Granular A for Roadway	110	Tons	\$	\$

11.0	512, 1004, 1430, 1860, SS11	Supply and Install Gabion Baskets	1	LS	\$	\$
12.0	721, 1504, SS12	Supply and Install Steel Beam Guide Rail at Bridge Approaches	1	LS	\$	\$
13.0	703, SS13	Supply and Install Road Signage	1	LS	\$	\$
14.0	206, 802, SS14	Supply and Install Topsoil	1	LS	\$	\$
Sub-Total Part C						
Total Price Section 1					\$	
SECTION 2 – PROVISIONAL ITEMS						
1.0	206, 304, 1006, 1103, SS15	Supply and Placement of Surface Treatment	1	LS	\$	\$
Total Price Section 2					\$	

Tender Form

Agreement To Bond

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

in a bond totalling FIFTY PERCENT (50%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown or described herein, and maintenance of these works for a period of one year from date of completion thereof, and for the discharge of the liabilities incurred for Labour, Materials, or Service used, if the Tender for Contract RFT 2026-02, 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 & Materials Payment Bond must be made to the Undersigned within 10 days of Notice of Contract award, otherwise this Agreement shall be null and void.

Dated At _____ This _____

Day of _____ 2026.

Name of Bonding Company

Signature of Authorized Person
Signing for Bonding Company

(Company Seal)

Position

Tender Form

Guaranteed Maintenance

The issuing of the final payment shall not relieve the Contractor from responsibility for faulty material or workmanship appearing in the work within one year from the date of acceptance of the work by the Contract Administrator.

The Contractor guarantees that the said work shall remain in such condition as will meet with the approval of the Contract Administrator and that they will, upon being required by the Contract Administrator, make good in a permanent manner, any imperfections therein due to materials or workmanship used in the construction thereof.

In the first instance the Contract Administrator shall decide the nature and cause of such imperfections and the necessity for remedying the same. Should the Contractor fail to comply with the directions to correct such deficiencies, the Contract Administrator, after giving the Contractor 12 hours written notice or such other reasonable time as approved, perform the necessary work, and the cost thereof shall be borne by the Contractor or their Surety.

In the event that a deficiency is identified within the guaranteed maintenance period, the Contractor shall bear any cost that the Municipality shall occur for the services of the Contract Administrator and Contract Inspector to correct any such work.

Tender Form

Schedule of Tender Data

The work specified in the Contract shall be performed in strict accordance with the following schedule:

Section

Notice to Bidders

Information to Tenderers

Tender Form

Agreement – Contract Forms

Supplementary General Conditions

Special Provisions

Supplementary Specifications

Appendixes

Appendix A – DESIGN DRAWINGS

Appendix B – GEOTECHNICAL REPORT

Standard Specifications & General Conditions

It shall be the Contractor's Responsibility to obtain the Ontario Provincial Standards Drawings and Specifications Indicated in the contract document.

Performance Dates

Total Completion of the Bay Street Temporary Bridge Installation: December 4, 2026.

The Contractor hereby states that the foregoing unit prices shall constitute full compensation for the work specified under Contract RFT 2026-02.

Dated at _____ This _____ Day of _____ 2026.

Witness

Signature

Position

Contract Forms

INTENT OF THESE FORMS

The contents of this Section are for the Tenderer's Information only and need not be completed for tendering.



Municipality of Magnetawan

Contract RFT 2026-02

THIS AGREEMENT made in duplicate this _____ day of _____, 2026.

BETWEEN: THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called "The Owner")
of The First Part

-and-

(hereinafter called "The Contractor")
of the second part

Witnesseth

That the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

Article 1

1. A general description of the work is: The installation a temporary modular steel bridge on precast concrete pad abutments over the existing Bay Street bridge, including reconstruction of the roadway approaches to accommodate the elevation of the temporary bridge.

(b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

Article 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner and the Contractor is not entitled to payment thereof except for extra or additional work carried out by them as directed by the Contract Administrator and in accordance with the Contract and only to the extent of such extra or additional work.

Article 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (1) Agreement
- (2) Addenda, if any
- (3) Special Provisions
- (4) Contract Drawings
- (5) Supplementary Specifications
- (6) Standard Specifications
- (7) Standard Drawings
- (8) Information To Tenderers
- (9) Tender
- (10) Supplementary General Conditions
- (11) General Conditions

Article 4

The Contractor shall not without the consent in writing of the Owner and without restricting in any way the provisions of the Section GC3.09 & GC3.10 of the General Conditions make any assignment of any part or the whole of any monies due or to become due under the provisions of this contract.

Article 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works for the sum of:

_____ (\$_____)
subject to such additions and deductions as may properly be made under the terms hereof, subject to provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

Article 6

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following addresses:

The Owner:

Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario
P0A 1P0

The Contractor:

The Contract Administrator:

TULLOCH Engineering
80 Main Steet West
Huntsville, Ontario
P1H 1W9

Where any such notice, direction or other communications is given or made to the Owner, a copy thereof shall likewise be delivered to the Contract Administrator appointed in accordance with the General Conditions of Contract and where any such notice, direction or other communication is given or made to the Contract Administrator, a copy thereof shall likewise be delivered to the Owner, except when the Owner undertakes the Administration of the Contract.

Article 7

A copy of the special provisions, supplementary specifications, tender, general conditions and supplementary general conditions, together with the plans relating thereto and listed in the Tender Form are made part of this Contract as fully to all intents and purposes as though recited in full herein.

Article 8

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

Article 9

The Contractor declares that in submitting their prices for the works and in entering into this Contract they have either investigated for them the character of the work and all local conditions that might affect their tender or their acceptance or performance of the work, or that not having so investigated, they are willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that they did not and does not rely upon information furnished by any methods whatsoever by the Owner, Contract Administrator or their employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.

Article 10

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Witness as to Signature of Contractor

The Municipality of Magnetawan

Chair

Seal of the Municipality Corporation

Clerk

LABOUR AND MATERIAL PAYMENT BOND (TRUSTEE FORM)

Bond

\$

Note: This Bond is issued simultaneously with another Bond in favour of the Obligees conditioned for the full and faithful performance of the Contract.

KNOW ALL THOSE BY THESE PRESENTS THAT

as Principal, hereinafter called the Principal, and

a corporation created and existing under the laws of the Province of Ontario and duly authorized to transact the business of Suretyship in the Province of Ontario as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto THE MUNICIPALITY OF MAGNETAWAN as Trustee hereinafter called the Obligees, for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of

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

WHEREAS, the Principal has entered into written contract with the Obligees, dated the day of 2026, for

which Contract, Specifications and Drawings are by reference made a part hereof, and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligees, as Trustee, that every Claimant who has not been paid as provided for under the terms of their contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of this contract with the Principal and have execution thereon. Provided that the Obligees is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligees or by joining the Obligees as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligees against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligees by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligees to sue on and enforce the provisions of this Bond.

- IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated _____ day of _____, 2026.

Surety's Telephone Number

PERFORMANCE BOND

Bond

\$

KNOW ALL THOSE BY THESE PRESENTS THAT

as Principal, hereinafter called the Principal, and

a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto THE MUNICIPALITY OF MAGNETAWAN as Obligee, hereinafter called the Obligee, in the amount of

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

WHEREAS, the Principal has entered into written contract with the Obligee, dated the day of 2026, for

in accordance with the Specifications and Drawings submitted therefore which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this _____ day of _____, 2026.

SIGNED AND SEALED)
In the presence of)
)
) _____ (Seal)
) Principal
)
)
)
) _____ (Seal)
) Surety
)
)

Surety's Telephone Number

**Statutory Declaration
Re Payment of Accounts**

Dominion of Canada IN THE MATTER OF a Contract, known as

Province of Ontario Contract _____

entered into between THE MUNICIPALITY OF MAGNETAWAN and _____

on _____, 2026 _____

for the construction of _____

in _____, Ontario.

TO WIT:

I, _____ of _____ in the Province of _____ do
solemnly declare –

1. That I am _____ of the Contractor named in the Contract above mentioned and as such have personal knowledge of the facts hereunder declared.
2. That all workmen employed by the said Contractor in the performance of the said Contract have been paid in full not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of this declaration.
3. That the said Contractor has complied with the terms of The Construction Lien Act, Chapter 6, R.S.O. 1983 and any amendments thereto, with the requirements of statutes and regulations of the Province of Ontario relating to the payment of fair wages and with the requirements of the said Contract relating to the payment of wages.
4. That with the exception of the disputed accounts set forth in paragraph 5 hereof and amounts held back and payments deferred by written agreement, all liabilities * incurred by the said Contractor arising out of work performed up to 2027, as set forth in the Monthly Estimate relating to Payment Certificate **, have been discharged.

Note: * Including payments due to all staff, sub-contractors, suppliers, Workplace Safety & Insurance Board, insurance companies.

** Except as required by Paragraphs 2 and 3 hereof, it is not necessary for the Contractor to declare in respect of accounts relating to the work set forth in the latest Monthly Estimate but only in respect of work set forth in the Monthly Estimate immediately preceding the latest one.

5. That the following is a complete list of disputed accounts. Note: This table is not intended for listing unpaid accounts that are not in dispute.

<u>Name of Creditors</u>	<u>Service Rendered</u>	<u>Total Claim</u>	<u>Amount in Dispute</u>	<u>Amount Paid</u>
------------------------------	-----------------------------	------------------------	------------------------------	------------------------

(If there are no disputed accounts enter "NONE" above)

6. That the said Contractor has obtained from all sub-contractors who have ordered any preselected equipment relating to this Contract statutory declarations to the effect that such subcontractors have paid all suppliers from whom they have ordered preselected equipment in accordance with General Conditions of Contract GC5.05 Owner Supplied Material.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the)
)
 of)
)
)
)
 in the County of)
)
 this day of)
)
 A.D. 2026)
)
)

A Commissioner, etc. or
 Notary Public

Note: X In the Contractor's own interest, they should complete this declaration carefully and correctly. Mistakes or omissions will probably result in delayed payment. The declaration must be signed by an authorized signing officer of the Contractor. Declarations signed by others will not be acceptable.

Site Selection Notification for Management of Excess Materials

Date _____

To: Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario
P0A 1P0

Attention: Public Works Superintendent

Re: Contract _____

Work Description: _____

Dear Sir:

The following is notification that agreement has been reached with a third party property owner for the disposition of Contract generated excess material.

Site Information

Property Owner(s) for the subject property: _____

Lot _____ Concession _____ Ward _____ Municipality _____

Quantity and Type of Excess Material used as fill

Permission has been obtained from the property owner(s) named herein for the management of excess materials from this Contract. The property owner has also been provided with a copy of this form. The use of this management site will comply with the following:

Management Conditions

Bituminous pavement shall not be managed as disposable fill. Wood which is treated, coated, or glued shall not be burned or managed as disposable fill. Swamp material, cement concrete, masonry, natural wood, and debris from open burning shall be placed:

- a. a minimum of 2 m above the level of groundwater
- b. a minimum of 30 m from waterbodies
- c. a minimum of 100 m from any water wells, and
- d. a minimum of 100 m from individual dwellings and a minimum of 460 m from residential development

Distance separations do not apply where excess materials are reused for the same purpose, and where amounted cement concrete is re-used as rip-rap gabion stone or rock protection material in compliance with the requirements of OPSS.MUNI 1004. Portland cement concrete, masonry, natural wood, and debris from burning that are managed as disposable fill shall be top-covered by minimum of 300 mm of earth or topsoil. These conditions do not supersede any constraints imposed upon the property by federal, provincial or municipal statute.

Print Contractor's Name

Contractor's Signature

Print Property Owner(s) Name

Property Owner(s) Signature

Date _____

Re: Contract _____

Signature _____

Property owner's Name _____

Lot _____ Concession _____ Municipality _____

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**Certificate of Substantial Performance of the Contract
Under Section 32 of the Construction Lien Act**

Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario P0A 1P0

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

Contract _____

(short description of the improvement)

to the above premises was substantially performed on

(date substantially performed)

Signatures

Date certificate signed: _____

(Payment Certifier) _____

and
(Owner) _____

(Contractor) _____

Name of owner: _____

Address for service: _____

Name of Contractor: _____

Address for service: _____

Name of payment certifier: _____
(where applicable)

Address: _____

(Use A or B whichever is appropriate)

1. Identification of premises for preservation of liens:

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

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

(where liens do not attach to premises)



Municipality of Magnetawan

Certificate of Completion of The Contract Under Section Gc 1.06 Of The General Conditions Of Contract

Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario P0A 1P0

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

Contract _____

(short description of the improvement)

to the above premises was completed on _____
(date completed)

SIGNATURES

Date certificate signed: _____

Certifier) _____
and
(Owner) _____

Name of owner: _____

Address for service: _____

Name of Contractor: _____

Address for service: _____

Name of payment certifier: _____
(where applicable)

Address: _____

(Use A or B whichever is appropriate)

5. Identification of premises for preservation of liens:

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

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

(where liens do not attach to premises)

Contract Release

IN THE MATTER OF a contract dated _____ 2026 _____,
between

The Municipality of Magnetawan hereinafter known as the Owner, and

_____ hereinafter known as the Contractor

known as Contract _____ for the construction of _____

in the _____, Ontario.

1. The Contractor hereby releases the Owner, its successors and assigns from any and all actions, causes of actions, demands, and claims for additional payment, damages or loss, howsoever arising in respect of the work described in section 1(a) including all damages or loss not now known or anticipated but which may arise in the future, save and except any claim arising out of:
 - (a) the retention by the Owner of the maintenance securities as set out in the tender;
 - (b) any sum retained by the Owner against the cost of uncompleted or defective work;
 - (c) _____
2. The Contractor undertakes and agrees as follows:
 - (a) attached hereto as Appendix "A" is a list of work required by the Contract that has not yet been completed.
 - (b) The Contractor shall complete to the satisfaction of the Contract Administrator all outstanding work including the work specified in Appendix "A" on or before _____.
 - (c) The unit prices set forth in the said contract shall apply in respect of work required to complete the outstanding work including the work specified in Appendix "A". The Contractor shall not at any time claim payment in excess thereof for such work.
 - (d) The Contractor shall promptly discharge all other unfulfilled obligations under the Contract.

IN WITNESS WHEREOF the Contractor has hereunder set its seal over the hands of its

duly authorized officers this _____ day of _____ 2026 _____.

C/S



Municipality of Magnetawan

Final Acceptance Certificate

The Municipality of Magnetawan

Contractor _____

Contract _____ Location _____

Description of the Works:

The Municipality of Magnetawan certifies that:

1. The Contractor named herein has completed all required maintenance work, has rectified all deficiencies and has fulfilled all other terms of their contract dated _____, 2026_____, with The Municipality of Magnetawan.

2. The Contractor is entitled to a payment of \$_____, made up as follows:

Securities retained by the Owner as shown on Payment Certificate Number _____
\$ _____

Deduct sums expended by the Owner on behalf of the Contractor

Description of Work

Cost

(a) _____

\$

(b) _____

\$

(c) _____

\$

(d) _____

\$ _____

Total

\$ _____

\$ _____

Amount Due Contractor

\$ _____

3. The date of substantial completion of the works was _____
and the period of maintenance for this Contract expires on the issuance of this Certificate.

Date _____ Approved _____

Public Works Superintendent
The Municipality of Magnetawan

Certificate of Insurance

(Please complete separate certificates for each separate insurer)

Contract : _____ Location and Operation: _____

Named Insured _____ Name of Insurer: _____

Address: _____ Address: _____

This certificate is furnished to The Municipality of Magnetawan as evidence that the insurance policy(ies) described below have been issued to the insured, provide coverage as shown and are in force at this time for the terms shown. If any of the above policies are not renewed, cancelled or materially changed so as to restrict such coverage, thirty(30) days minimum written advance notice will be provided to The Municipality of Magnetawan, at the address shown above.

Type	Policy Number	Expiry Date	Limit	Deductible
Comprehensive General Liability* (IBC Form 2100)				
*Including: all premises liability, all owner operations, occurrences wording(not claims made), personal injury, broad form property damage (including products and completed operations), blanket written contractual, contractor's legal liability, cross liability clause, endorsed to show that this policy is primary, no exclusion for blasting, collapse and underground hazard (if applicable), owner's and contractor's protective, pollution exclusion amended to include hostile fire.				
Automobile Liability (non-owned and owner's form)				
Aircraft Liability				
Watercraft Liability				
All Risk's Property				
Boiler and Pressure Vessel				
All Risks Equipment				
Other				

It is hereby understood and agreed that The Municipality of Magnetawan is added as an additional insured with respect to operations of the named insured related to the above operations, and for those in law they are responsible.

It is further understood and agreed that the insurer waives all rights of subrogation against The Municipality of Magnetawan and its subsidiary, associated and affiliated departments except for liability arising out of their negligence.

This coverage complies with the requirements of the Ontario Provincial Standard General Conditions of Contract, Section GC6.03 and the Supplementary General Conditions of the applicable Contract.

Date: _____ Authorized Representative (Broker or Underwriter): _____

Date: _____

Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario
P0A 1P0

RE: Standby Letter of Credit

We hereby authorize you to draw on _____ ,
(Name of Financial Institution)

for the account of our Customer _____ up to an
(Contractor)

aggregate amount of _____ Dollars (\$ _____) available on demand as follows:

Pursuant to the request of our Customer, we _____ hereby
(Name of Financial Institution)

establish and give to you an Irrevocable Standby Letter of Credit (the "Credit") in your favour in the total amount of \$ _____, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have a right as between yourself and our Customer to make such demand and without recognizing any claim of our Customer.

Provided, however, that you are to deliver to us, at the time a written demand for payment is made upon us, a certificate confirming that monies drawn pursuant to this Credit _____ will be retained and used by you to meet our Customer's obligations in connection with the Agreement between the Customer, others (if any) and the Beneficiary dated the _____ day of _____, 2026 _____ with regard to Contract RFT 2026-02, for the Bay Street Temporary Bridge Installation.

The amount of this Credit shall be reduced from time to time as advised by notice in writing given to this branch from time to time by you.

This Credit will continue to the _____ day of _____, 2026 _____ and will expire at the Branch Address at the close of banking business on that date.

It is a condition of this Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days before any such date we notify you in writing by Registered Mail that we elect not to consider this Credit renewed for any such additional period. Upon receipt by you of such notice you may draw by means of your demand accompanied by your written certification, that the amount drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement.

Partial drawings are permitted.

(Authorized Signature)

(Other Signature)

Supplementary General Conditions

INTENT OF THESE CONDITIONS

General Conditions in this contract mean Ontario Provincial Standards General Conditions of Contract, OPSS.MUNI 100 November 2024, as amended by this section.

All stipulations related to Ontario Provincial Standards (OPS) under this Supplementary General Condition shall be superseded by the latest applicable version of the OPS

These Supplementary Conditions forming part of the Contract are in addition to the General Conditions of Contract and together form the complete set of General Conditions governing this specification and Contract.

SUPPLEMENTARY GENERAL CONDITION

UNDERGROUND UTILITIES

Contract Section GC2.01.01 (a) is deleted and replaced by the following:

1. The location of all main line underground watermain, sewers, force mains and culverts which will affect the work will be shown to a tolerance of

1 m horizontal and
0.3 m vertical

The location of all other underground utilities is the best information available at the time of tendering, but the Owner does not warrant the accuracy. The Contractor must satisfy himself of the nature and location of these utilities by their own investigation and determine the extent of impact on the works.

SUBCONTRACTING BY THE CONTRACTOR

In addition to the requirements of the General Conditions of Contract Section GC3.09 "Subcontracting By The Contractor", the Contractor may only subcontract part of the work to a maximum of 50 percent based on the total estimated tender cost as shown in the Schedule of Unit Prices.

Failure to comply with GC3.08 "Assignment of Contract" and GC3.09 shall be considered breach of Contract and shall be grounds for the Owner to terminate the Contract.

CONTRACTOR'S INSURANCE

In addition to the General Liability and Automobile Insurance specified in Section GC6.03 of the General Conditions of Contract, the contractor shall also carry the following insurance coverage:

Aircraft and Watercraft Liability Insurance meeting the requirements of GC6.03.04.01.

Property Insurance (Builders All Risks) meeting the requirements of GC6.03.05.01.

Boiler Insurance meeting the requirements of GC6.03.05.02.

Contractor's Equipment Insurance meeting the requirements of GC6.03.06.01

USE AND OCCUPANCY OF THE WORK BY THE CONTRACTOR

Without restricting the intent of GC7.01.04, the Contractor may not use any part of the Work or the Working Area for storage, or office space without the written permission of the Owner.

TRAFFIC PROTECTION PLAN (TPP)

GC7.01 General is amended by the addition of the following:

The Contractor shall prepare detailed procedures for addressing the traffic protection requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, and they shall be provided on a regular basis or as requested to the Contractor's workers, the Owner and the Contract Administrator.

The procedures must include protection for the Contract Administrator's and/or Owner's personnel involved in surveying or inspection capacities and the safe and efficient movement of traffic.

The Contractor shall maintain the local roads throughout the duration of the Contract ensuring that local residential streets are free of mud, dust, debris, potholes, and/or other obstructions etc. caused by the Contractor, directly or indirectly, while completing the Work.

The Contractor shall maintain safe pedestrian and vehicular access to properties, businesses and residences, at all times throughout the duration of the contract.

All Work necessary to ensure vehicular and pedestrian access through the project and to the residences and businesses shall be the responsibility of the Contractor at no additional cost to the Municipality.

The Contractor shall submit a Traffic Control Plan prior to construction that Complies with **Book 7 of the Ontario Traffic Manual**, to the Owner and/or the Contract Administrator. Approval by the Owner and/or the Contract Administrator of the Traffic Control plan shall not relieve the Contractor from their responsibility for any errors or omissions and any liability associated with such errors, nor from responsibility for complying with the requirements of the Ontario Traffic Manual, this contract and the **Occupational Health and Safety Act**.

This is a payment item under "Traffic Control" in the schedule of unit prices.

The Contractor shall be fully responsible for ensuring that all procedures are implemented in accordance with the submitted Traffic Control Plan and shall have competent, qualified workers trained in the erection and removal procedures for traffic control features.

The contractor shall keep a traffic control sign plan diary throughout construction wherein the contractor is required to inspect and document, on a daily basis during the construction duration to ensure traffic controls are in place, visible, not blown over or damaged, and kept in a diary that is to be provided to the Municipality at the end of the project.

Under specific circumstances where revisions to the Traffic Control Plan are required during the construction period, the Contractor shall resubmit a revised Traffic Control Plan to the Owner and/or the Contract Administrator.

The General Conditions of Contract GC7.07.06 is amended by the addition of the following:

Notwithstanding the foregoing the Contractor shall bear the costs of all labour, equipment and materials to sign and mark any and all detours in accordance with the OTM.

FIELD LAYOUT

The General Conditions of Contract GC7.02 is Amended by the addition of the following:

Stakes will be placed left and right of centre-line at or near the right-of-way limits. The stakes will be placed at a maximum of intervals with 20 metre intervals or less where the Contract Administrator deems appropriate, and in the areas where additional staking is required, such as intersections, bridges, on horizontal curves, etc. The only data contained on these stakes will consist of off-set distance from centre-line, and the station location.

The Contractor will be supplied with a list of catch points and elevations relating to each station on the contract. These forms will be completed by Contract Administrator forces and will be used on all grading contracts to show a station by station template, related to centre-line off-set and profile grade. The actual toe

of slope, top of back slope, stripping widths and so forth will be given only as a distance, while earth shoulder, ditching, etc., will be by distance and actual elevations, which can be correlated to the profile grade set (top of finished granular).

The earth overburden backslope distances are also to be given on this list. The catch points shown on the plans should be used unless additional field data is available, then the distances will be obtained by commencing the backslope to original ground 1.5 metres horizontally from the theoretical rock break point.

The original list must be signed by the Contractor to acknowledge receipt, and will be retained in the contract field office. The Contractor will be issued duplicate copies which are dated the day of receipt, and the number of copies required will be determined at the pre-construction meeting. If any changes or addenda are required, the Contractor will be issued amended copies showing a revision number and a memorandum outlining the reason for the change.

Fine grading stakes will be placed left and right of centreline at or near the sub-grade shoulder break. These stakes will be placed at a maximum of 40 metre intervals, with 20 metre intervals or less where the Contract Administrator deems appropriate, on horizontal curves, widening of intersections, or other problem areas. The only data contained on the stake will consist of profile grade, off-set distance from centre-line and the station location.

The Contractor shall schedule their work, and through weekly meetings advise the Contract Administrator of their intentions, identifying the layout and grade required for the following week's work, including all miscellaneous items. Where unavoidable changes in schedule occur, a minimum of one day's notice will be required for layout.

MAINTAINING ROADS AND DETOURS

The General Conditions of Contract GC7.07.06 is amended by the addition of the following:

Notwithstanding the foregoing the Contractor shall bear the costs of all labour, equipment and materials to sign and mark any and all detours in accordance with the OTM.

TRACKING OF DEBRIS ONTO THE ROADWAY

Subsection GC 7.07 Maintaining Roadways and Detours, of the OPS General Conditions of Contract is amended by the addition of the following:

The Contractor shall ensure that earth, mud, aggregate and other construction debris is not tracked onto the roadway by construction vehicles.

PERMITS TO TAKE WATER

The Contractor shall be responsible for obtaining Ministry of Environment, Conservation and Parks (MECP) Permits To Take Water (PTTW) if the Work will require more than 50,000 Liters per day from a single source. The costs of obtaining the PTTW, if required, shall be included in the appropriate unit prices. No additional payment shall be made if the water taking causes an additional application to change categories.

CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each sub-contractor to discharge all liabilities incurred, for labour, materials, or services, used or reasonably required for use in the performance of this contract on the date upon which each becomes due. At the request of the Owner, the Contractor shall furnish the Owner with evidence satisfactory to it that their liabilities and those of the sub-contractors, as aforesaid, have been

discharged and this shall include a certificate or certificates from the Workplace Safety & Insurance Board that they have complied with the requirements of the Workplace Safety & Insurance Board and are in good standing on the books of the Board.

No payment to which the Contractor is otherwise entitled under this contract shall at the discretion of the Owner be due and payable to them so long as they or any sub-contractors are in default under this section, and upon such default occurring, the Owner may in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor, withhold payment on the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

GC8.02.03.01 is amended by the addition of the following:

- 05) Payment will be released after receipt of a Statutory Declaration in a form satisfactory to the Contract Administrator 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.

SUB CONTRACT HOLDBACKS

GC8.02.03.02, Certification of Subcontract Completion and GC8.02.03.03, Subcontract Statutory Holdback Release Certificate and Payment, are deleted in their entirety.

MAINTENANCE SECURITY

The Contractor shall provide to the Owner for the duration of the Contract and of the period of maintenance, a maintenance security the value of which shall be derived from the following table:

<u>Contract Price</u>	<u>Value Of Maintenance Security</u>
Less Than 0.1M	4% of Final Contract Price
0.1M – 0.5M	3% of Final Contract Price
Greater Than 0.5M	2.5% of Final Contract Price

The maintenance security shall be retained by the Owner from monies that would otherwise be payable to the Contractor monthly, according to the preceding table.

Except as otherwise provided hereunder, the maintenance security, less any deductions made there from as provided for in the Contract, shall be paid to the Contractor following the issuance of the Final Acceptance Certificate at the end of the period of maintenance.

The Contractor may apply in writing to the Owner at the time of substantial performance to substitute for the monies retained as the maintenance security an alternative maintenance security of equivalent or greater value comprising:

- (a) one or more irrevocable letters of credit, or
- (b) another readily negotiable security.

Acceptance of any such alternative shall be at the discretion of the Owner.

Following receipt and acceptance of any such alternative, the Owner shall release to the Contractor the monies previously retained for maintenance security purposes.

The Owner may, in their discretion, allow the total maintenance security to be made up in part of monies retained under the Contract and in part of an alternative maintenance security as indicated in (a) and (b) above provided that the total value of such parts, as determined by the Owner, shall be not less than the required value as derived from the table set out above.

Such alternative maintenance security or the monies derived there from, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance of the Final Certificate at the end of the period of maintenance.

The Contractor may apply in writing to the Owner to substitute for the maintenance security referred to in the preceding paragraph an irrevocable letter of credit in the name of the Contractor.

Following the substantial performance of the Contract, the Owner may require the Contractor to consolidate all letters of credit provided pursuant to the foregoing into one or two letters of credit covering the Contract as a whole.

The Contractor shall allow their sub-contractors to provide letters of credit to the Contractor in conformity with the foregoing procedures. The Contractor shall provide the Owner with copies of any or all such letters of credit on request.

ACCOUNTS RECEIVABLE

The Contractor will be charged interest after 30 days on overdue accounts receivable(s). The Rate of Interest shall be identical to that which is determined by the Minister of Finance of Ontario for late payment by the Owner.

ABBREVIATIONS

Where General Conditions, Supplementary General Conditions, Specifications or Special Provisions refer to the "Manual of Uniform Traffic Control Devices" (M.U.T.C.D.), "Traffic Control Manual for Roadway Works Operations" (T.C.M.R.W.O.) or the "Manual", it shall be deemed to mean the "Ontario Traffic Manual" (O.T.M.).

INTERPRETATION

Section GC 1.04 of the General Conditions of Contract is amended by the addition of the following.

"Authority" – means the Owner.

"Engineer" – means the Contract Administrator.

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

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

"Minister" – means the Minister of Transportation of Ontario, and where the word appears in M.T.O. Specifications which are included in this contract shall mean the Owner as defined elsewhere unless specified otherwise.

The definition "Contract Time" is deleted and replaced by the following:

"Contract Time" – means the time stipulated in the Contract Documents for the completion of the work including any extension of Contract Time made pursuant to the Contract Documents.

OWNER'S SET OFF

In addition to any rights the Owner may have at common law for set off, the Owner may, at any time, set off against amounts due and owing the Contractor under the Contract any and all such amounts as the Owner may claim is owed to it by the Contractor. Without limiting the generality of the foregoing, the Owner may set off:

liquidated damages;

- (ii) amounts to remedy deficient or incomplete work;
- (iii) costs to correct damage to the Owner's property;
- (iv) all costs to complete the Work; and
- (v) costs related to claims by third parties related to the actions or inaction of the Contractor that the Owner may have to defend or incur expenses to resolve.

CONSTRUCTION LIENS

Notwithstanding of the provisions herein, in the event a claim for lien is registered against the Project lands, or the Owner receives any written notice of lien, the Owner shall be entitled to withhold any payment otherwise due to the Contractor until such time as such claims have been dealt with as provided herein.

In the event that a written notice of a lien is received by the Owner, the Contractor shall, within 10 calendar days, at its sole expense, arrange for the withdrawal or other disposal of the written notice of a lien pursuant to the Construction Lien Act.

If a construction lien is registered against the Project lands, the Contractor shall, within 10 calendar days, at its expense, vacate or discharge the lien from title to the Project lands. If the lien is merely vacated, the Contractor shall, if requested, undertake the Owner's defence of any subsequent action commenced in respect of the lien at the Contractor's expense.

If the Contractor fails or refuses to vacate or discharge a construction lien or written notice of lien within the time prescribed above, the Owner shall, at its opinion, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by the Owner in doing so (including, without limitation, legal fees on a solicitor and their own client basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be to the account of the Contractor, and the Owner may deduct such amounts from the amounts otherwise due or owing to the Contractor.

Without limiting any of the foregoing, the Contractor shall satisfy all judgements and pay all costs resulting from any construction liens or any actions brought in connection with any liens, or in connection with any other claim or lawsuit brought against the Owner by any person that provided services or materials to the Project lands which constitute part of the Work and the Contractor shall indemnify the Owner from and against any and all costs (including, without limitation, legal fees on a solicitor and client basis) the Owner may incur in connection with such claims or actions.

This section does not apply to construction liens claimed by the Contractor for non-payment by the Owner.

CONSTRUCTION STAGING

The work shall proceed according to the construction staging shown in the contract documents unless otherwise approved by the Contract Administrator.

The numerical listings of work to be performed in each stage as shown on the contract drawings do not necessarily represent the sequence of the Contractor's operation. The Contractor shall submit a proposed sequence of construction in detail, in writing to the Contract Administrator for approval, before the commencement of each stage of work.

COORDINATION MEETINGS

The Contractor shall attend such meetings with the Owner and Utility Company Authorities as may be required by the Contract Administrator to coordinate services affected by the contract.

AFTER HOURS TELEPHONE CONTACT

In addition to the requirements of GC 7.01.09, the Contractor shall furnish such person(s) with a cell phone to ensure that contact can be made 24 hours a day, 7 days a week.

EQUIPMENT

The Contractor will supply a master list of all equipment to be utilized on the contract, at the start of construction. This list will indicate the horsepower, rating, size, bucket capacities, etc., for all equipment whether owned or rented, and will be maintained throughout the life of the contract.

CONTRACTOR'S PERFORMANCE EVALUATION

- (i) The Owner evaluates the performance of its contractors in the following areas:
 - (a) head office administration;
 - (b) adherence to specifications and special provisions
 - (c) public relations;
 - (d) condition and sufficiency of equipment;
 - (e) safety procedures/traffic management;
 - (f) organization, coordination and efficiency; and
 - (g) environmental compliance.
- (ii) Performance may be classified as excellent, good, average, below average, or poor in each of these areas. The evaluation will be made on the basis of everyday performance on the work, Instruction Notices issued, Quality Assurance test results and Infraction Notices issued.
- (iii) If performance on a contract is evaluated as below average in two (2), or poor in one (1) or more of these areas, the Contract Administrator will notify the contractor of any deficiencies in writing and warn them that if performance of work does not improve on subsequent contracts, they may be disqualified from bidding on contracts in the future.
- (iv) If performance on a contract is classified as below average or poor in four (4) of five (5) areas, the Contract Administrator will recommend to the Owner that the contractor be disqualified from bidding on contracts for a period of up to one (1) year from the date of work under the contract, which resulted in the unsatisfactory performance report, was completed or abandoned.
- (v) Prior to disqualification, a written explanation from the contractor of below average or poor performance and any other representations regarding the severity of the penalty to be imposed, will be reviewed by the Owner.
- (vi) The period of disqualification may be three (3), six (6), or twelve (12) months depending on the nature of unsatisfactory performance.

- (vii) If performance is classified as below average or poor in two (2) or more areas on a subsequent contract carried out within twelve months from the date of the first unsatisfactory performance report, the Contract Administrator will refer the matter to the Owner for action in accordance with paragraphs iv, v and vi.
- (viii) If disqualification occurs on two (2) occasions during any consecutive twenty-four (24) month period, the Owner may enforce Long Term Disqualification.
- (ix) Where the Contract Administrator recommends Long Term Disqualification, they shall provide the contractor with a copy of the reasons for this recommendation and a written rebuttal may be submitted.
- (x) Subsequent to Long Term Disqualification, the contractor may apply for reinstatement after twenty-four (24) months from the date of Long Term Disqualification and may be reinstated if they can demonstrate to the satisfaction of the Owner that they have satisfactorily performed contracts for other owners during the period of disqualification and has corrected the deficiencies in their organization and operations which were the cause of Long Term Disqualification.
- (xi) The Owner maintains a central registry of disqualified contractors to ensure that contractors who have been disqualified cannot escape the consequence by bidding on work in other Area Municipalities within Magnetawan.
- (xii) If a contractor is disqualified from bidding on contracts, the disqualification will extend to any sole proprietorship, partnership, or corporation in which there are common members of the management team, or for which one of them would be actively involved in the ongoing supervision of work.

TRAFFIC CONTROL

The General Conditions of Contract GC7.06.05 is amended by the addition of the following:

Notwithstanding the foregoing the Contractor shall bear the costs of all labour, equipment and materials to sign and mark any and all detours in accordance with the OTM.

DEFINITIONS

Construction signs means all traffic control devices and signs identified in the OTM including vehicles and sign trailers provided to support signs and equipment to supply sign lighting but excluding the contract identification sign and highway number markers.

CONSTRUCTION

Signing

Construction signs, shall be supplied, located, relocated, erected, operated and maintained at all times in conformance with the OTM. The Contractor shall install and maintain any additional signage required as part of the construction project.

Signs shall be in place before work affecting traffic begins, shall be well maintained to be effective at all times, shall remain operational throughout the duration of the operation requiring signs, including the shutdown period, and shall be removed upon completion of the operation.

Only ramps or streets identified elsewhere for complete closure shall be signed for closure.

The change in candle power for the Lane Closure Arrow sign light shall take place during the twilight period.

Contract Identification sign(s) will be supplied by the owner and shall be erected and maintained by the Contractor. The Contractor shall install and maintain the Contract Identification sign(s) as provided and directed by the Municipality, at least 2 weeks in advance of construction commencement.

The Contractor shall designate a representative and telephone (cellular) number to the Municipality that may be reached 24/7 for the duration of the project in the event of an on-site emergency and this information will be shared on the posted construction board. The telephone number shall be communicated to the Municipality upon contract signing. If the telephone number changes during the project, the Contractor shall pay the fees associated with the change.

BASIS OF PAYMENT

The Contractor shall assume any costs compensation for all labour, equipment and material necessary to do the construction outlined above, unless payment is provided elsewhere, excluding any labour, equipment and material supplied by the Owner.

SUBSURFACE CONDITIONS

The successful tenderer shall not be entitled on any basis whatsoever to extra payment in the event that their tender was based upon some misunderstanding as to the nature or extent of the subsurface conditions.

Tenderers are advised that the Owner does not in any way, shape or form whatsoever warrant the accuracy of any information relating to subsurface conditions existing at the site of the work that is stated or may be implied in the Tender Documents.

Any such information was compiled for the Owner for estimating purposes only and is only being made available as a courtesy.

PROTECTION OF PUBLIC TRAFFIC

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 Section GC7.06.01 of the General Conditions of Contract. In no case shall the distance between traffic and working area be less than 1.5 m.

Rock Trucks

The use of unlicensed rock trucks on facilities open to public traffic shall be permitted only when hauling rock material within the construction zone and subject to the following:

- a) for unlicensed rock trucks which are less than 3.2 m wide and equipped with foot operated brakes, headlights, front and rear turn signals, flagging is required at entrance and exit points to warn public traffic;
- b) for all other unlicensed rock trucks flagging is required at entrance and exit points, and either pilot vehicles or flagging is required along the route to warn public traffic and control movement.

Restrictions on Construction Operations

The Contractor shall not close the road or reduce the width or number of traffic lanes available for traffic except as specified in the contract documents or unless they have received the approval of the Contract Administrator. Without limiting the responsibility of the Contractor to properly notify the public of and protect it from traffic hazards, the Contract Administrator may require the Contractor to provide additional notification or protection for the public.

The Contract Administrator may, in writing, require the Contractor to cease or limit their operations under the contract, on any day or days if the operations are of such a nature or if the work is so located or if the traffic is of such a volume that the Contract Administrator deems it necessary or expedient so to do.

The Contractor shall make every effort to facilitate the movement of mail delivery, school, garbage collection and recyclable collection vehicles. If the work prohibits the ability of these vehicles to provide service, the Contractor, at no extra expense to the Owner, shall coordinate with the affected service to undertake this work.

Construction operations shall conform to any noise, time or other local, provincial and federal restrictions. Nothing in this section reduces or limits the operation of statutes or by-laws.

Construction operations shall not be carried out during the following periods:

Monday or a Day Following a Holiday

12:01 a.m. to 7:00 a.m.
7:00 p.m. to Midnight

Tuesday to Thursday Except on Days Following and Preceding a Holiday

12:01 a.m. to 7:00 a.m.
7:00 p.m. to Midnight.

Friday or a Day Preceding a Holiday

12:01 a.m. to 7:00 a.m.
3:00 p.m. to Midnight

Saturdays, Sundays and Holidays – All Day

For the purposes of this Contract, the following is a list of holidays and shall be observed on the day as set by statute unless permission is granted in writing by the Owner.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Open Excavations

The Contractor shall schedule their work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where new culverts and sewers are being installed.

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.

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.

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

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. 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.

TEMPORARY SUSPENSION OF WORK

The Contractor shall continually prosecute the work under this Contract until complete.

In the event of extraordinary circumstances, or the onset of weather prohibiting the work, the Contractor shall make a request in writing to the Contract Administrator for a temporary suspension of work.

The request shall contain the date for shutdown, reasons therefore and the anticipated date of the resumption of work.

The Contract Administrator shall render a decision in a reasonable amount of time.

If operations are suspended the Contractor must submit notification of their intent to resume work to the Contract Administrator 72 hours in advance.

PLACING HARD SURFACE COURSES

Prior to placing hard surface courses on cuts or entire roadways the Contractor shall notify the Contract Administrator **AND** any affected Road Superintendents directly, 48 hours in advance.

Municipality
Magnetawan

Public Works Superintendent
Scott Edwards

Telephone
(705) 349-3034

PROPERTY OWNER'S RELEASE OF PRIVATELY OWNED LAND USED BY THE CONTRACTOR

Upon completion of the Contract, the Contractor shall provide the Owner with 2 copies of a form of release signed by each property owner upon whose land they have entered for any purpose in conjunction with the Contract, on the form provided in the Contract Forms section of this Contract.

Final payment will not be paid to the Contractor until all the applicable forms of release have been signed by property owners, received by the Owner, and checked.

DEPOSITS ON VEHICLES AND PRIVATE PROPERTY

The Contractor shall be responsible for removing and cleaning any materials, which become deposited on vehicles or private property as a result of the Contractor's operations.

UTILITIES, FENCES AND PRIVATE PROPERTY

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

The Owner will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

The location and depth of underground utilities shown on the Contract drawings, are based on the investigations made by the Owner, and may be relied upon to the extent set out in the General Conditions of Contract Section GC2.01. It is, however, the Contractor's responsibility to contact the Municipal Authorities or Utility Companies for further 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.

CONDITION OF SITE

The Contractor during the progress of the work shall keep the site and work in as tidy a condition as practicable. They shall not deposit any material on any portion of street, sidewalk, boulevard, or other Corporation or public property, without permission of the Contract Administrator, and shall remove same without delay when and as directed by the Contract Administrator.

Unless all surplus material, or plant, rubbish, false work, etc. is removed from time to time, when and as directed, the Contract Administrator will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard or other Corporation or public property, to a tidy condition, and charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from off the streets, foot-walks, and boulevards, and removed there from, provided always there shall be no stoppage of work without the approval in writing of the Contract Administrator.

MAILBOXES

The Contractor at their own expense shall carefully remove and satisfactorily replace mailboxes which must be removed in order to carry out the contract. Mailboxes damaged by the Contractor's personnel or equipment shall be restored to original state at the Contractor's expense.

USE OF HYDRANTS AND WATER

The contractor shall make their own arrangements for a supply of water to be used in carrying out the Contract, and shall bear all costs for water and temporary connections unless otherwise specifically provided for in the Contract.

The Contractor shall comply with the regulations of the authority supplying the water regarding the use and care of hydrants. Any damage to hydrants caused by the Contractor's operations shall be their responsibility. In the event the Contractor fails to make good such damage the Owner will have the necessary repairs made and will retain the cost from monies due the Contractor.

The Contractor shall bear the cost of all water used for testing, flushing, compaction or dust suppression.

REGULATION OF PITS AND QUARRIES

The Aggregate Resources Act, 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 this specification will be deemed to have been included in the appropriate tender items and no separate payment will be made therefore.

TREES AND SHRUBS

Except as otherwise provided for in the contract, the Contractor shall protect from injury all trees and shrubs on or near the line of the work and on private property. Where the line of a trench passes close to trees the Contractor shall construct timber barricades around each tree or group of trees, or tunnel below the trees. Excavated material shall not be placed in contact with any tree, and the cutting of branches will not be allowed except with the written approval of the Contract Administrator and the owners of the trees. No extra payment will be allowed the contractor on account of any expense they may incur in protecting existing trees, and the Contractor shall be responsible for any damage done to the trees by their workmen, trucks or equipment.

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 Contract Administrator and the appropriate Provincial Ministries. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980, Part IX, and the Water Resources Act, Section 16. Under the Water Resources Act, material of any kind discharged into any waters or on any shore or bank which may impair water quality shall be reported as a Notification of Condition. This will include silt and sediment.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and 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 Contract Administrator.

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

MOE – SPILLS ACTION CENTRE (24 HOURS) - 1-800-268-6060
10th Floor
5775 Yonge Street
North York, Ontario
M2M 4J1

MINISTRY OF NATURAL RESOURCES AND FORESTRY - 1- (705) 773-4207
7 Bay Street
Parry Sound, Ontario
P2A 1S4

LIST OF DESIGNATED SUBSTANCES

In addition to GC 4.03.02, the Contractor is advised of the presence of Designated Substances at the following locations:

Designated Substance (Ontario Regulation Number)	Location
Silica (521/92)	
Asbestos (510/92 and 509/92)	
Lead (519/92)	
Benzene (511/92)	
Mercury (520/92)	
Arsenic (508/92)	
Vinyl Chloride (522/92); Coke Oven Emissions (512/92); Ethylene Oxide (515/92); Acrylonitrile (507/92) Isocyanates (518/92)	

The Contractor is further advised that the Designated Substances silica (Ontario Regulation Number R.R.O. 1990, Reg. 845), lead (R.R.O. 1990, Reg. 843) and arsenic (R.R.O. 1990, Reg. 836) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

DISPOSAL OF EXCAVATED MATERIAL

Excavated material, which is surplus to the Contract to be disposed of as per OPSS.MUNI 180 – Management of Excess Materials.

DOCUMENTATION

On Contracts where equipment is incorporated into the work, the Contractor will provide to the Owner at the time of commissioning and prior to training:

- 1 confirmation letter – stating that all permit conditions have been complied with and copies of all permits and certificates of inspection.

LIQUIDATED DAMAGES

Pursuant to Subsection GC8.02.09 of the General Conditions, should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the Contract Administrator within the performance dates specified in the Tender Form, or as amended on the written authority of the Contract Administrator, the Contractor shall pay to the Owner the sum of **\$1,000.00** for each working day that the Work shall remain unfinished after such time. Such payments are agreed upon and fixed as liquidated damages that the Owner will suffer by reason of delay and default and are not as a penalty. The Owner may deduct and retain the amount of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

GENERAL CONDITIONS AND SPECIFICATIONS APPLICABLE TO THIS CONTRACT

Description

Date

General Conditions

Ontario Provincial Standard Specifications
General Conditions of Contract

November 2024

O.P.S.S. Construction Specifications

<u>OPSS</u>	<u>TITLE</u>	<u>DATE</u>
102	Weighing of Materials	Nov 2018
180	Management of Excess Materials	Apr 2025
182	Environmental Protection for Construction In Waterbodies and on Waterbody Banks	Nov 2021
206	Grading	Apr 2019
304	Single and Double Surface Treatment	Apr 2025
492	Site Restoration Following Installation of Pipelines, Utilities, and Associated Structures	Nov 2020
501	Compacting	Nov 2017
510	Removal	Nov 2018
511	Rip-Rap, Rock Protection, and Granular Sheeting	Nov 2019
512	Installation of Gabions	Apr 2024
517	Dewatering	Nov 2021
703	Permanent Small Signs and Support Systems	Apr 2019
706	Temporary Traffic Control Devices	Apr 2018
708	Portable Temporary Traffic Signals	Apr 2018
721	Steel Beam Guide Rail Systems	Apr 2024
801	Protection of Trees	Nov 2019
802	Topsoil	Nov 2019
805	Temporary Erosion and Sediment Control Measures	Nov 2021
902	Excavating and Backfilling - Structures	Nov 2021
904	Concrete Structures	Nov 2023
906	Structural Steel for Bridges	Nov 2021
911	Coating Structural Steel Systems	Nov 2022
922	Installation of Bearings	Apr 2017

O.P.S.S. Material Specifications

<u>OPSS</u>	<u>TITLE</u>	<u>DATE</u>
1004	Aggregates - Miscellaneous	Nov 2021
1006	Aggregates - Surface Treatment	Nov 2021
1010	Aggregates - Base, Subbase, Select Subgrade, Granular Surface, Shouldering, Bedding, and Backfill Material	Apr 2025
1103	Material Specification For Emulsified Asphalts	Nov 2025
1430	Gasket Baskets, Mats, and Mattresses	Nov 2023
1504	Steel Beam Guide Rail (SGBR)	Nov 2022
1860	Geotextiles	Nov 2018

O.P.S.D. Specifications

<u>OPSD</u>	<u>TITLE</u>	<u>DATE</u>
219.130	Heavy-Duty, Silt Fence Barrier	Nov 2021
219.260	Turbidity Curtain	Nov 2022
219.261	Turbidity Curtain, Seam Detail	Nov 2022
912.125	Guide Rail System, Steel Beam, Type M Rail, Component	Nov 2024
912.186	Guide Rail System, Steel Beam, Type M20, Adjacent to 2H:1V Slope, Installation, Rail at Shoulder	Nov 2016
990.110	Small Sign Support System, Non-Breakaway U-Flange Post System, Installation, Single Post Assembly	Nov 2014

Special Provisions

Intent of These Provisions

These Special Provisions, forming part of the Contract, are in addition to the supplementary specifications and cover the work not contained therein.

These Special Provisions form the complete specification governing the work to be performed under this contract.

SP 1.1 WORK ON SITE

The Contractor shall erect all necessary signs, barricades, flashers and warning devices, all properly positioned for the control of traffic and the safe execution of the work. All devices shall be in accordance with requirements of the Ministry of Transportation's Ontario Traffic Manual.

Interference to the normal flow of traffic shall be kept to a minimum. Where possible, equipment shall be located so that a single lane of traffic is maintained at all times.

No work shall be carried out at any time without the Contract Administrator in attendance.

SP 1.2 DUST SUPPRESSION

The Contractor shall take such steps as may be necessary to control dust resulting from the Contractor's operations, or by public traffic where it is the Contractor's responsibility to maintain a road through the Work, such that it does not:

- a) affect traffic;
- b) enter surface waters; or
- c) escape beyond the right-of-way to cause a nuisance to residents, businesses or utilities.

The cost of all such preventative measures shall be borne by the Contractor. The cost of water, calcium chloride, enclosures, etc. authorized by the Contract Administrator to reduce the dust is the Contractor's responsibility to provide and maintain.

SP 1.3 OPERATIONAL CONSTRAINT – MIGRATORY BIRDS

The Contractor shall conduct a visual inspection for bird nests in all Work Areas.

If no nests are observed in Work Areas the Contractor shall:

1. Record this observation
2. Proceed with the Work, while following standard procedures.

If any nests are observed in the Work Areas, the Contractor shall:

1. Record the number of nests and their general position in the Work Area;
2. Record whether each nest appears to be;
 - Active (a bird(s) is visible in the nest, or flying to and from the nest), or;
 - Inactive (residual from prior nesting seasonal and not currently in use)
3. Immediately contact the Contract Administrator to discuss the observed nest(s);
4. The Contract Administrator will provide direction on whether to:
 - Proceed with the Work while avoiding the nests, or;
 - Delay the entire work activity at this location until further direction is provided.

If the Contract Administrator is not immediately available, the Contractor shall delay the Work in that area until further direction can be obtained from the Contract Administrator.

SP 1.5 OPERATIONAL CONSTRAINT – SPECIES AT RISK

Protection of Species at Risk covered by the Endangered Species Act, 2007

The *Endangered Species Act, 2007* provides for the protection of Species at Risk in Ontario.

Section 9 of the Act prohibits the killing, harming, harassing, taking, possessing, transporting, collecting, buying, selling, leasing or trading or offering to buy, sell, lease or trade of species listed as endangered,

threatened or extirpated on the Species at Risk in Ontario (SARO) List.

Section 10 of the Act prohibits the damage or destruction of the habitat of endangered or threatened species that have general or regulated habitat protection under the Act.

Section 17 of the Act allows the Minister of Natural Resources to issue a permit to allow an activity to be undertaken that would otherwise be in contravention of Section 9 and/or 10 of the Act.

This special provision refers to the following statutes, standards, Specifications, or publications:

Endangered Species Act, 2007, S.O. 2007, CHAPTER 6
ONTARIO REGULATION 230/08, SPECIES AT RISK IN ONTARIO (SARO) LIST

Background

The *Endangered Species Act, 2007*, identifies wildlife and their habitats and specifies the level of protection required. Species identified as having the potential to be in the Contract Area (and potentially moving through the Work zone) are presented below. Additional species may be present throughout the Work Area. The Contractor shall be responsible for ensuring adherence to the *ESA, 2007* in the event that an additional, unidentified species is discovered during work procedures. The Contractor is hereby notified that Species at Risk, as listed within Regulation 238/08 (as amended) are likely present within the project Work Area.

Definitions

Endangered Species means a species that lives in the wild in Ontario but is facing imminent extinction or extirpation and is listed in Schedule 2 of Regulation 230, SARO List, under the *Endangered Species Act*.

Extirpated Species means a species that lives somewhere in the world, lived at one time in the wild in Ontario, but no longer lives in the wild in Ontario and is listed in Schedule 1 of Regulation 230, SARO List, under the *Endangered Species Act*.

General Habitat means, with respect to any endangered, threatened or extirpated species of animal, plant or other organism whose habitat has general protection under the Act, an area on which the species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding and includes places in the area that are used by members of the species as dens, nests, hibernacula or other residences.

Regulated Habitat means, with respect to a species of animal, plant or other organism for which a regulation is in force under the Act, the area prescribed by that regulation as the habitat of the species and includes places within the prescribed area that are used by members of the species as dens, nests, hibernacula or other residences, but does not include an area where the species formerly occurred or has the potential to be reintroduced unless existing member so the species depend on that area to carry on their life processes.

Species at Risk (SAR) means species listed in Regulation 230/08, SARO List of the *Endangered Species Act*, as extirpated, endangered or threatened.

Threatened Species means a species that lives in the wild in Ontario, is not endangered, but is likely to become endangered if steps are not taken to address factors threatening to lead to its extinction or extirpation and is listed in Schedule 3 of Regulation 230, SARO List, under the *Endangered Species Act*.

Species at Risk Encounters

An encounter is defined as an observation of an individual member of an endangered or threatened species within the right of way for road works projects.

An observation can either be a simple sighting in which the species is merely seen by a person working in the area or can include an occurrence in which some form of action was required. In any event, ***an individual member of a species cannot be negatively impacted by you or the activities on the Work site***. What to do in either case is described in the Endangered Species Awareness and Training documentation (as provided by the Owner).

Species at Risk Sighting and Occurrence

A sighting occurs when you see an individual species, but no further action was necessary because the animal is not at any risk of harm or harassment. In other words, the animal is near the working zone, but the ongoing activities do not pose a risk of negatively impacting it. In this situation work can continue and the animal can be left alone. For example, while working adjacent to a pond, a Blanding's turtle is seen basking near the shore, but is not at risk of being disturbed. In this situation it is not necessary to move the turtle.

An occurrence occurs when you see an individual member of a species at risk and action must be taken to either protect yourself or protect the animal from activities that are either ongoing or soon to be commencing.

In both situations above (sighting or occurrence), site personnel shall follow the Species at Risk Encounter Protocol as outlined in Endangered Species Awareness and Training documentation (as provided by the Owner).

Scope of Work

This Special Provision and referenced supporting documentation apply to all Species at Risk and includes:

1. Education/training;
2. Encounters with Species at Risk;
3. Compensation.
4. Education/training

The Contractor and all on-site personnel shall receive training in accordance with their roles on site.

Basic training, all on-site personnel

Basic training is required for all on-site personnel.

All persons with any on-site role shall be provided information/trained on:

- a. the *Endangered Species Act*, 2007;
- b. that there are species at risk present in the vicinity of the work area, what these species are, what these species look like and how to distinguish these from other species potentially found in the vicinity;
- c. general species at risk awareness training including the need to avoid species at risk;
- d. the appearance of species at risk compared to other common species not at risk. Comparative identification cards can be ordered from the Toronto Zoo by contacting:

Julia Phillips Adopt-A-Pond Coordinator
Toronto Zoo, Adopt-A-Pond Program
361A Old Finch Ave. Scarborough, ON, M1B 5K7
Phone: 416-392-5999
Fax: 416-392-4979
aap@torontozoo.ca

The Contractor is responsible for:

- a. the provision of these materials to all on-site personnel prior to them accessing the work site;
- b. tracking of compliance with this training requirement by ensuring all staff sign that they have received, understand and shall comply with the policies and procedures with respect to their activities on-site; and
- c. Continuing to provide this training to any new on-site personnel prior to them accessing the work site.

Contract Administrator, Roles and Responsibilities

The Contract Administrator shall ensure that appropriate mitigative actions are completed during each sighting or occurrence (as defined elsewhere). ***The Contract Administrator shall be contacted for all sightings and occurrences and shall be responsible for directing/undertaking any mitigative efforts in the event of an occurrence (as defined elsewhere).***

The Contract Administrator shall have completed the training requirements referenced above shall and be knowledgeable in the following:

- a. knowledge of general biology, life history, habitat, potential threats to each of the species listed in this SP;
- b. how to mitigate the impacts to these species if encountered during work;
- c. procedures to follow in the event that a Species at Risk requires movement;
- d. basic health and safety for both animal and worker; and
- e. equipment required for the safe handling of Species at Risk

In addition to the above, the Contract Administrator shall conduct mitigation effectiveness monitoring (i.e. to ensure that any mitigative efforts undertaken are of the appropriate scope and effort).

Compliance with Training Requirements

The Contractor shall keep a record of the training provided for the project and shall keep a current list of trained employees on-site at all times. Upon completion of the project, the Contractor shall provide this list and all related materials to the Contract Administrator.

Encounters with Species at Risk

The Contractor, working closely with the Contract Administrator, is responsible for ensuring all Species at Risk sighted or encountered within the project limits are adequately protected and that each occurrence is reported as follows. Additional information with respect to Species at Risk encounter protocols is included within the training/informational material provided by the Owner.

Encounters with Species at Risk

A Species at Risk *sighting* is defined as an observation of a Species at Risk where no action is required. Where a Species at Risk is *sighted* the "Species at Risk Sighting" form must be completed. The form shall be provided to the Contract Administrator, who will then forward the information to the local MNR Species at Risk Biologist within 24 hours of the sighting.

A Species at Risk *occurrence* is defined as an observation of a Species at Risk where action is required in order to ensure that construction activities do not contravene Section 9 of the *Endangered Species Act*, 2007.

The Species at Risk Sighting/Occurrence form must be completed at the time of the occurrence and provided to the to the Contract Administrator immediately, who will then forward the information to the local MNRF Species at Risk Biologist within 24 hours of the occurrence.

Reporting

Individual Sighting and Occurrence Forms should be completed and submitted as per #2 above.

Compensation

No additional compensation shall be made for Education/Training of the Contractor's employees or for protection of Species at Risk encountered during the Work in accordance with the requirements of this SP or for any delays in the Work that occur as a result of such encounters.

Supplementary Specifications

Intent of These Provisions

These Supplementary Specifications, forming part of this Contract, are in addition to any specifications and modify the work or cover work not contained therein.

The Standard and Supplementary Specifications, read in conjunction with the Special Provisions, form the complete specification governing the work to be performed under this contract.

SS1. MOBILIZATION/DEMOBILIZATION

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment and materials required to complete the mobilization and demobilization activities in accordance with the Contract Drawings, Specifications, Manufacturer's Requirements and to the satisfaction of the Contract Administrator.

REFERENCES

Demobilization shall be completed in accordance with OPSS.MUNI 492, and as detailed elsewhere in the Contract Documents.

DESCRIPTION

This Item includes all mobilization and demobilization activities required to be performed by the Contractor. This Item is to include any necessary work to maintain all areas within the site which may have been disturbed during the course of construction. The Contractor is not to demobilize from the site until a final acceptance from the Contract Administrator has been issued.

The Contractor shall be responsible for the following works:

1. All preparatory work within and outside the Work Areas;
2. Supply, installation and maintenance of temporary facilities including safety signs, lighting, crossings, site and roadway grading and maintenance, dust control, roadway barricades and signs;
3. All costs related to establishing construction offices for the Consultant, Contractor, and all sub-Contractors;
4. Communication and other temporary utilities which may be required;
5. Security on site to guard the materials, tools, equipment, offices, and vehicles. The Contractor shall utilize construction fencing for site security overnight installed to the satisfaction of the Contract Administrator.
6. Supply and transportation to the site of construction equipment, cranes, and workforce as required for the performance of the Work;
7. Upon completion of the Work, restoration of the site to its original condition, all to the approval of the Contract Administrator;
8. The application and payment for permits not obtained by the Owner;
9. All costs associated with supplying insurance coverage;
10. All costs associated with management of the Work; and,
11. All other costs, including administrative costs, which are not directly associated with the execution of Items specified in the Form of Tender.

The Contractor shall liaise with the Contract Administrator and all other applicable stakeholders in a timely manner to ensure that a safe, quality product is delivered within the timeframe specified herein.

MEASUREMENT FOR PAYMENT

The Contractor will be paid 60% of the Contract Bid Price for this Item upon completion of the mobilization operations. The remaining 40% of the Contract Bid Price for this Item will be paid when the Contractor demobilizes from the site and restores the site to a condition acceptable to the Contract Administrator.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Contract amount.

SS2. ENVIRONMENTAL PROTECTION

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment and materials required to maintain an environmentally safe workspace that protects the watercourse, its water quality, and fish habitat, that is not specifically covered by any Item in accordance with the Contract Drawings, Specifications, Manufacturer's Requirements and to the satisfaction of the Contract Administrator.

MATERIALS

This Item shall include but is not limited to the following:

1. Heavy duty silt fences
2. Turbidity curtains
3. Sediment Traps
4. Tree Protection Barriers

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI 182, 801, 805, 1860, and as detailed elsewhere in the Contract Documents.

The following standard drawings shall be used for environmental controls.

- OPSD 219.130 – Heavy Duty Silt Fence
- OPSD 219.260/OPSD 219.261 – Turbidity Curtains
- OPSD 219.240 – Sediment Trap for Dewatering
- OPSD 220.010 – Tree Protection Barriers

DESCRIPTION

This Item includes the supply, installation, maintenance and removal all the environmental controls and operations detailed on the Contract Drawings. It is intended that the works proposed be executed in such a manner which, to the fullest possible extent to minimize any adverse effect on the cultural and natural environment of the project area. The environmental conditions of the Contract stated herein must be complied within all respects. It is the responsibility of the Contractor that all their personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental impact.

The following work will be required:

1. Any part of a vehicle and/or equipment shall be free of fluid leaks and externally cleaned/degreased to prevent any deleterious substances from entering any drainage system.
2. The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 100 metres (m) of any watercourse;
3. Stationary equipment operating within 30 m of the watercourse shall have hydrocarbon spill containment measures in place;
4. All sediment and erosion control measures and tree protection barriers shall be inspected daily to ensure that they are functioning properly and are maintained and/or upgraded as required.
5. If the sediment and erosion control measures are not functioning properly, no further work shall occur until the sediment and/or erosion control problem is addressed.

6. Sediment and erosion control measures shall be left in place until all areas of the work site have been stabilized.
7. Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;
8. Machinery shall not operate directly in a watercourse.

The Contractor shall undertake a detailed review of their proposed route of construction to plan access routes and fueling areas. Refueling and maintenance of equipment shall not be undertaken in or adjacent to a watercourse. Suitable fueling and maintenance areas shall be established and all maintenance and fueling conducted in these areas. The locations of such areas are subject to review by the Contract Administrator. Procedures for the interception and rapid cleanup and disposal of spillages that do occur shall be submitted to the Contract Administrator for review prior to starting work. All materials required for cleanup of fuel spillages shall be maintained readily accessible on site.

The exception of these fueling locations requirements shall be generators, cranes, backhoes or shovels which may be fueled at other than the designated fueling areas. However, no fueling of any machinery shall be carried out within 30 metres of any watercourse. This requirement may be relaxed at the discretion of the Contract Administrator if non-spill fueling facilities are used.

Any spills capable of causing impairment to the natural environment must be immediately reported by the Contractor to the Contract Administrator and to the local Ministry of the Environment District Office.

The Contractor shall take such steps as may be required to accomplish the following in relation to the environmental protection of the local drainage system during construction:

- a. All loose materials excavated or brought on site should be stockpiled away from the drainage system and protected against erosion;
- b. Prevent debris during structure removals and concreting operations from falling into the watercourse. If any debris or material falls into the watercourse, the Contractor shall ensure that such material be promptly removed.

MEASUREMENT FOR PAYMENT

The Contractor will be paid 60% of the Lump Sum Contract Bid Price for this Item upon completion of the installation of environmental controls on site. The remaining 40% of the Contract Bid Price for this Item will be paid when the Contractor removes the environmental controls from the site and restores the site to a condition acceptable to the Contract Administrator.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Contract amount.

SS3. TRAFFIC CONTROL, SIGNING, & ROAD MAINTENANCE

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment and materials required to complete the traffic control activities taking place during construction in accordance with the Contract Drawings, Specifications, Manufacturer's Requirements and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI. 703, 706, 708, and as detailed elsewhere in the Contract Documents.

DESCRIPTION

This Item covers all the activities required for road closure, erection and maintenance of road closure and detour signage, and maintenance of the road in the Working Area as required in connection with this Specification.

The Contractor shall:

- Erect, maintain, relocate as required, and remove temporary signs, concrete barriers and temporary pavement markings including stop bars, to accommodate all of the Work as shown on the Drawings.
- Prepare Traffic Control Plans, Traffic Protection Plans, etc., as required in the Ontario Traffic Manual, Book 7 – Temporary Conditions. All plans, etc., shall be submitted to the Contract Administrator for review prior to commencement of work. The Contractor shall carry out a site inspection during installation or modification of the traffic control system and provide a written certification of conformance.
- Supply, install, program, relocate, maintain, and remove temporary traffic controls as required. The Contractor shall coordinate any required changes of the traffic controls with the Contract Administrator and the Municipality during construction.

Full Road Closure:

Full road closure of Bay Street is permitted for the duration of the project. The Contractor shall provide a detailed signage plan regarding detour routes for access to areas past the bridge in accordance with their Traffic Control Plan. The Contractor shall supply and erect two (2) 1200 x 1200 mm TC-67 Bridge closure signs. Bridge closure sign TC-67 template to read as follows: "MUNICIPALITY OF MAGNETAWAN BAY STREET BRIDGE CLOSED FROM XXX, XX, 2026 - XXX, XX, 2026". Prior to the fabrication of the signs, the Contractor shall submit a sign template to the Contract Administrator for approval. Closure times should be kept at a minimum and are not to exceed 8 hours at a time without the written approval by the Contract Administrator.

The Contractor shall supply and place all construction warning signs using direct buried posts as required by the 'Ontario Traffic Manual Book 7, Temporary Conditions', prior to the start of construction. The Contractor shall remove all construction signs and posts upon the completion of the Contract.

The Contractor shall cover (bag) any road warning and regulatory signs as required to carry out the construction when advised by the Contract Administrator.

The Contractor's traffic control and traffic maintenance shall be in accordance with the 'Ontario Traffic Manual – Book 7, Temporary Conditions'. Proper traffic control shall be maintained at all times during construction, including removal and application of pavement markings as necessary. The Contractor will be responsible for providing, maintaining and relocating where necessary, sufficient signs, delineators, barricades, lights, flashers, etc., and providing such flag persons and/or police officers as are required so that motorists and pedestrians are properly directed to ensure safety. Flagging procedures shall conform to the recommendations of the Construction Safety Association of Ontario.

The Contractor shall give the Contract Administrator five (5) working days advance notice of any construction, change or removal of the temporary traffic protection and any such construction, change or removal shall only take place upon the approval of the Contract Administrator. During the time the

temporary traffic control is being constructed, changed or removed, vehicular traffic shall be under the control and direction of flag persons.

If, in the opinion of the Contract Administrator, proper traffic control is not maintained, the Contractor shall immediately modify the operation to the satisfaction of the Contract Administrator. If the Contractor fails to take immediate action, the Contract Administrator may take such action, as they consider necessary and required and deducts the cost from monies owing the Contractor. The performance of such work under the direction of the Contract Administrator shall in no way relieve the Contractor from any responsibility or damages which may occur during its performance or after such precautions have been carried out by the Contract Administrator.

Unless specifically paid for under other Items, the cost of all labour, granular and asphalt materials, portable traffic control signals, temporary concrete barriers, equipment, flag persons, signs, lights, etc., required to maintain both vehicular and pedestrian traffic, shall be included under this Item.

The Work of this Item shall include the control of dust to provide safe passage for traffic. Dust control shall be affected by the use of water and/or calcium chloride.

The Work of this Item shall also include the removal of mud that has been tracked onto roadways as directed by the Contract Administrator. Mud shall be removed within 24 hours' notice by the Contract Administrator.

The Contractor will be responsible for the maintenance of the Work at all times until the Contract has been accepted and commencing from the first day of work. This will include the maintenance of the existing roadway within the Working Area and Contract limits even if the Contractor has not yet begun work in a particular area.

Temporary signage shall be supplied, erected, and maintained in the locations shown on the approved traffic control plans, or as directed by the Contract Administrator during the course of the Contract, by the Contractor, in accordance with the Ontario Traffic Manual, Book 7 – Temporary Conditions and the Manual of Uniform Traffic Control Devices.

MEASUREMENT FOR PAYMENT

Payment will be by lump sum. The Contractor shall be paid 60% of the Contract Tender Price for this Item upon installation of the traffic control system. The remainder of the Contract Tender Price for this Item will be paid when the Contractor removes the remaining traffic control systems off site.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the work completed to date as a percentage of the total Itemized Contract amount.

SS4. REMOVALS

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment and materials required for the removal and disposal involved with the placement of the temporary bridge to the limits indicated on the Contract Drawings.

REFERENCE

This Item shall comply with the requirements outlined in OPSS. MUNI. 180, 201, 510, in accordance with O. Reg. 406/19 "On-Site and Excess Soil Management", and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

The removal and disposal include but are not limited to the asphalt approach wearing surface, guide railing and all other components referenced in accordance with the Contract Drawings, Specifications, and to the satisfaction of the Contract Administrator.

During pavement removal operations, care shall be taken to prevent contamination with granular and other foreign materials. Removal shall be performed in such a manner as to leave adjacent pavement and structures remaining in place undisturbed.

Asphalt shall not be mixed with other removal materials or with any of the fills remaining on site.

All environmental protection measures shall be in place before any demolition or removal work is performed.

This item includes the on-site removal and disposal of excess excavated soil and fill.

The Contractor shall submit to the Contract Administrator in writing a plan for the management and control of the removal of materials and protection of watercourses. This plan shall conform to all Environmental Acts and Regulations. No removals may proceed without the written approval of this plan from the Contract Administrator.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour and materials, and equipment associated with this Item as shown on the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total itemized Contract amount.

SS5. EARTH EXCAVATION

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required for earth excavation in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator.

REFERENCE

This Item shall comply with the requirements outlined in OPSS.MUNI 180, 517, 902, OHS Reg. 213/91, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item shall include all excavation to the lines and grades indicated on the Contract Drawings. Additionally, this Item shall include any grading of the sub-grade prior to placing geotextile and any other work as necessary to further construction.

The Contractor is also responsible for dewatering of the work areas if water is present.

All excavated material shall be stockpiled away from the watercourse and ditch lines. All foundation work must be completed in the dry.

All environmental protection measures shall be in place before any excavation activities are performed.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the work completed to date as a percentage of the total Itemized Contract amount.

SS6. SUPPLY, PLACEMENT, & COMPACTION OF GRANULAR A FOR ENGINEERED FILL PAD

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required to complete the placement of Granular A for the engineered granular fill pads as shown in the Contract Drawings, Specifications, and to the satisfaction of the Contract Administrator.

REFERENCE

This Item shall comply with the requirements outlined in OPSS.MUNI 102, 314, 501, 1010, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item shall include all labour and materials required for the placement of the structural granular fill pad beneath the precast concrete pad foundations as shown on the Contract Drawings.

Compaction shall be completed in accordance with OPSS.MUNI 501 and to the recommendations within the Geotechnical Report attached. All granular placed over native soils should be separated with non-woven geotextile fabric. The Granular A material shall be placed in 150 mm lifts.

Sub-grade material shall be suitably compacted to 95% SPMDD and verified by proof rolling or other means approved by the Contract Administrator prior to placement of granular backfill material.

All granular material shall be separated from native material using non-woven geotextile.

MATERIAL

The structural backfill pad beneath the cribs shall consist of quarried crushed Granular "A" compacted to 100% SPMDD with a minimum thickness of 300mm as shown on the Contract Drawings.

QUALITY ASSURANCE/CONTROL

Compaction and standard proctor maximum dry density testing will be completed by the Contractor and results provided to the Contract Administrator within 3 business days of completion.

A weigh ticket for each load shall be provided to the Contract Administrator for each load of material placed, which includes the following.

MEASUREMENT FOR PAYMENT

Measurement for payment for the roadway Granular "A" will be by mass in tonnes. Weighing of materials shall conform to OPSS.MUNI 102. The Contractor will be required to supply tickets in duplicate that will be signed by the Owner's representative on delivery of materials.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the work completed to date as a percentage of the total Itemized Contract amount.

SS7. SUPPLY & INSTALL PRECAST CONCRETE FOOTINGS

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment and materials required to complete the placement of precast concrete footings in accordance with the Contract Drawings, Specifications, Manufacturer's Requirements and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI. 501, 904, 922, and as detailed elsewhere in the Contract Documents.

DESCRIPTION

This Item is for the design, supply, and installation activities required for design and installation of the precast concrete strip footings, as shown on the Contract Drawings. Footings shall be designed to bear the loads from the temporary bridge.

Include in this item is the installation of timber ballast walls to be placed on the precast concrete abutments and against the bridge ends to the dimension outlined on the Contract Drawings. Ballast wall timbers shall consist of pressure treated SPF No.1/No.2. and with be connected with galvanized threaded rods with countersunk nuts and washers as shown on the Contract Drawings.

Footings shall be protected from frost heave by rigid insulation, as shown on the Contract Drawings.

SUBMITTALS

Contractor shall submit shop drawings of the precast concrete pad foundations for the Contract Administrator's review. Shop drawings must be sealed by a Professional Engineer licensed to practice in the Province of Ontario.

QUALITY ASSURANCE/CONTROL

A Geotechnical Engineer (retained by the Contractor) shall verify that the conditions of the subgrade are in consistent with the observations made within Geotechnical report titled Bay Street Bridge Geotechnical Investigation Report Issued by TULLOCH Engineering, 2026."

MEASUREMENT OF PAYMENT

There will be no measurement for payment for this Item. The Lump Sum Price tendered for this Item shall be compensation in full for all work associated with this Item.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Contract amount.

SS8. SUPPLY & INSTALL PREFABRICATED MODULAR STEEL BRIDGE SUPERSTRUCTURE

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required to install the prefabricated modular steel bridge superstructure and its components in accordance with the Contract Drawings, Manufacturer's Requirements, and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI 906, 911, 922, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

The Contractor shall supply and install a 50' pre-engineered steel Lessard bridge superstructure or an approved equivalent, including all deck guide rails, bearing seats, and anchorage constructed in accordance with the Contract Drawings.

The steel modular bridge superstructure shall have the following features:

- All structural steel shall conform to CSA G40.21M-Grade 350W.
- All structural steel shall be new and will come complete with a certified mill material test report that conform to CSA/ISO/ANSI standards.
- All structural steel shall be painted, hot dip galvanized, or atmospheric corrosion resistant. Selected corrosion treatment coating shall be specified with bid and shall conform to OPSS.MUNI 911.

- All welded components shall be completed by a welding shop certified through the Canadian Welding Bureau to the requirements of CSA W47.1, Division 1 or 2. Proof of CSA – CWB certification to be submitted as part of this package.
- Bolted connections shall be ASTM A325M Type 3, unless otherwise noted.
- The steel Lessard bridge superstructure shall be clearly certified as complying with the (Canadian Highway Bridge Design Code) CHBDC using the Ontario CL-625 truck loading configuration.
- Upon completion of product fabrication, the vendor will affix a bridge identification plate that will contain a serial number, weight (for transportation and handling), date of manufacture, and structural capacity.

The Contractor must notify the Contract Administrator 48 hours prior to delivery of the modular steel bridge to site.

Any damage that occurred to the superstructure and its components while the Contractor is inhabiting the site will be the Contractor's responsibility to have remediated or replaced at no additional cost to the Owner.

Upon request, the Contractor shall submit certification of the fabricator including CWA certification and ISO accreditation.

MATERIAL

The modular superstructure shall consist of a LW-625F-50 Lessard superstructure or an approved equivalent.

SUBMITTALS

Shop drawings of the steel modular bridge superstructure must be submitted and reviewed by the Contract Administrator prior to delivery of the structure. Shop drawings must be sealed by two Professional Engineers licensed to practice in the Province of Ontario.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Itemized Contract amount.

SS9. SUPPLY, PLACEMENT, & COMPACTION OF GRANULAR B – TYPE II BACKFILL

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required to complete the placement of Granular B – Type II for the Bay Street roadway subbase

in accordance with the Contract Drawings, Specifications, and to the satisfaction of the Contract Administrator.

REFERENCE

This Item shall comply with the requirements outlined in OPSS.MUNI 102, 314, 501, 1010, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item shall include all labour and materials required for the placement of the granular road base as shown on the Contract Drawings.

The roadway granular subbase material shall consist of Granular B – Type II material placed to the lines and grades indicated on the Contract Drawings and in conformance with the requirements outlined in OPSS.MUNI 1010. The Granular B – Type II material shall be placed in 300 mm lifts.

Sub-grade material shall be suitably compacted to 95% SPMDD and verified by proof rolling or other means approved by the Contract Administrator prior to placement of granular backfill material.

All granular material shall be separated from native material using non-woven geotextile.

MATERIAL

The roadway granular subbase material shall consist of Granular B – Type II material compacted to 100% SPMDD placed to the lines and grades indicated on the Contract Drawings.

QUALITY ASSURANCE/CONTROL

Compaction and standard proctor maximum dry density testing will be completed by the Contractor and results provided to the Contract Administrator within 3 business days of completion.

A weigh ticket for each load shall be provided to the Contract Administrator for each load of material placed which includes the following.

MEASUREMENT FOR PAYMENT

Measurement for payment for the roadway Granular B – Type II will be by mass in tonnes. Weighing of materials shall conform to OPSS.MUNI 102. The Contractor will be required to supply tickets in duplicate that will be signed by the Owner's representative on delivery of materials.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the work completed to date as a percentage of the total Itemized Contract amount.

SS10. SUPPLY, PLACEMENT, & COMPACTION OF GRANULAR A FOR ROADWAY

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required to complete the placement of Granular A for the Bay Street roadway base in

accordance with the Contract Drawings, Specifications, and to the satisfaction of the Contract Administrator.

REFERENCE

This Item shall comply with the requirements outlined in OPSS.MUNI 102, 314, 501, 1010, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item shall include all labour and materials required for the placement of the granular road base as shown on the Contract Drawings.

Included in this Item is the regrading and building up of the existing bridge approaches to the limits and grades indicated on the Contract Drawings.

Compaction shall be completed in accordance with OPSS.MUNI 501 and to the recommendations within the Geotechnical Report attached. All granular A shall be separated from the granular B with non-woven geotextile fabric. The Granular A material shall be placed in 150 mm lifts.

MATERIAL

The roadway granular base material shall consist of quarried crushed Granular A material compacted to 100% SPMDD placed to the lines and grades indicated on the Contract Drawings.

QUALITY ASSURANCE/CONTROL

Compaction and standard proctor maximum dry density testing will be completed by the Contractor and results provided to the Contract Administrator within 3 business days of completion.

A weigh ticket for each load shall be provided to the Contract Administrator for each load of material placed, which includes the following.

MEASUREMENT FOR PAYMENT

Measurement for payment for the roadway Granular "A" will be by mass in tonnes. Weighing of materials shall conform to OPSS.MUNI 102. The Contractor will be required to supply tickets in duplicate that will be signed by the Owner's representative on delivery of materials.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the work completed to date as a percentage of the total Itemized Contract amount.

SS11. SUPPLY & INSTALL GABION BASKETS

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required to complete the placement of gabion baskets at the edges of the approaches to retain

roadside fill in accordance with the Contract Drawings, Specifications, and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI 512, 1004, 1430, 1860 and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item shall include all labour and materials required for the supply and placement of gabion baskets in the locations as shown on the Contract Drawings.

Granular surface beneath the gabions shall be compacted to 100% SPMD prior to the placement of the gabion basket retaining walls.

MATERIALS

Gabion baskets shall consist of minimum 100mm rock fill conforming to OPSS 1004, enclosed within galvanized steel wire mesh baskets, and installed in accordance with the manufacturer's instructions.

SUBMITTALS

Contractor shall submit product data for the proposed gabion baskets for the Contract Administrator's review.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Itemized Contract amount.

SS12. SUPPLY & INSTALL STEEL BEAM GUIDE RAIL AT BRIDGE APPROACHES

SCOPE

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment, and materials required to complete the installation of the steel guiderail systems in accordance with the Contract Drawings, Specifications, and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI 721, 1504, and as detailed elsewhere in the Contract Documents.

The following standard drawings shall be used during the installation of the steel guiderail systems:

- OPSD 912.125 – Guide Rail System, Steel Beam Type M Rail Component
- OPSD 912.186 – Guide Rail System, Steel Beam, Type M20, Adjacent to 2H:1V Slope, Installation, Rail at Shoulder

CONSTRUCTION

This Item is for the supply and installation of the M20 steel beams, posts, stop blocks, and bolt connections as shown on the Contract Drawings.

The Contractor shall field verify all dimensions prior to construction and shall submit to the Contract Administrator a general layout plan showing actual dimensions of installation, bent radii, and post spacing for approval.

Contractor shall ensure buried approach railing posts are installed plumb and to the alignments detailed on the Contractor Drawings.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Itemized Contract amount.

SS13. SUPPLY & INSTALL ROAD SIGNAGE

SCOPE

Under this Item and for the Contract Price, The Contractor will supply all labour, equipment and material required for the supply and installation of the roadside signage specified on the Drawings and to the satisfaction of the Contractor Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI 703 and as detailed elsewhere in the Contract Documents.

The following standard drawings shall be used for the installation of the signs:

- OPSD 990.110 – Small Sign Support System, Non-Breakaway U-Flange Post System, Installation, Single Post Assembly.

CONSTRUCTION

This Item includes the supply and installation of the signage on the roadside to the existing location prior to the installation of the proposed bridge as indicated on the Contract Drawings.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Itemized Contract amount.

SS14. SUPPLY & INSTALL TOPSOIL

SCOPE

Under this Item and for the Contract Price, The Contractor will supply all labour, equipment and material required for the topsoil specified on the Drawings and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI. 206, 802, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item includes the supply and placement of topsoil in the areas indicated on the Contact Drawings.

MEASURE OF PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Contract amount.

SS15. SUPPLY & PLACE SURFACE TREATMENT (PROVISIONAL)

SCOPE

Under this Item and for the Contract Price, The Contractor will supply all labour, equipment and material required for the supply and placement of double surface treatments as specified on the Drawings and to the satisfaction of the Contract Administrator.

REFERENCES

This Item shall comply with the requirements outlined in OPSS.MUNI. 206, 304, 1006, 1103, and as detailed elsewhere in the Contract Documents.

CONSTRUCTION

This Item includes the supply and placement of a double surface treatment application at the bridge approaches, as indicated on the Contract Drawings.

Binder shall be applied in accordance with OPSS 1103. Double application of binder HF-150S is to be used. Aggregates shall be placed in accordance with OPSS 1006, class 2 aggregates shall be used for each layer.

Prior to placement of the surface treatment over the granular base, the granular material shall be compacted to 100% SPMDD.

MEASURE OF PAYMENT

There will be no measurement for payment. The Lump Sum Price tendered for this Item shall be compensation in full for all work, labour, materials, and equipment associated with this Item as shown in the Contract Drawings and as outlined in the Specifications.

BASIS OF PAYMENT

Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total Contract amount.

Appendix A

Design Drawings

(Attached Separately)

Appendix B

Geotechnical Report

(Attached Separately)