



CONTRACT NO. 2026-04PW

TENDER FOR: POOL LAKE CULVERT REPLACEMENT

TENDERS CLOSE: 12:00 NOON, October 2, 2026

**CAITLIN HAGGART, CLERK ADMINISTRATOR
THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF STRONG
28 MUNICIPAL LANE
SUNDRIDGE, ONTARIO
P0A 1Z0**

Prepared By: TULLOCH Engineering Inc., Huntsville, Ontario (PN 260997)

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF STRONG

CONTRACT NO. 2026-04PW

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INFORMATION TO TENDERERS Tender No. 2026-04PW

1. Registration, Delivery and Opening of Tenders

Tenderers name, address, telephone number and email address shall be recorded on the Plantakers Register and Contract documents and plans (where applicable) will be issued thereafter. The Township will maintain a Plantakers Register, to be made available upon request until 12:00 Noon, Local Time two (2) days prior to tender closing, in order for their Bid to be considered. No Contract documents will be issued after 12:00 Noon, Local Time, two (2) working days prior to tender closing.

Tenders, sealed in an envelope which shall be clearly marked with the project or Contract title and the Tender No. will be received by The Municipal Corporation of the Township of Strong, 28 Municipal Lane, Sundridge, Ontario P0A 1Z0, Attention: Clerk Administrator, until 12:00 Noon, Local Time on the advertised closing date for receipt of tenders. The use of the mail or courier for delivery of a tender will be at the risk of the Tenderer.

On the closing day, commencing at 1:00 p.m. Local Time, the envelopes will be opened and the tenders will be read and recorded publicly by the Owner at the above-mentioned address.

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 a Bid deposit in the form of a certified cheque, Bid bond, money order or bank draft, in the amount specified (if required).
- (c) are not accompanied by a properly executed agreement to bond (if required).
- (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 Municipal Corporation of the Township of Strong, 28 Municipal Lane, Sundridge, Ontario P0A 1Z0. 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 name or Contract title and Tender No. on the envelope containing such letter. Withdrawals by fax, electronic submissions or telephone calls will NOT be accepted.

4. Anticipated Contract Award \ On-Site Construction Start Date

The earliest anticipated Contract award for this Contract is October 6, 2026 and the anticipated on-site construction start date is October 13, 2026. Approvals / permits from DFO and MNRF are required for this project and applications have been made but award and start-date may depend on timing to obtain the approvals / permits. 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 Inc. Attention: Andrew Schoof, email andrew.schoof@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 Prices
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 Freedom of Information Coordinator, The Municipal Corporation of the Township of Strong, 28 Municipal Lane, Sundridge, Ontario P0A 1Z0.

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. The Tender must be enclosed in an envelope clearly marked with the project or Contract title and the Tender No. and addressed to the:

*The Municipal Corporation of the Township of Strong
28 Municipal Lane
Sundridge, Ontario
P0A 1Z0
Attention: Clerk Administrator*

Tenders not addressed as specified may not be opened.

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. 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

Existing Culvert Drawings are not available. 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 (5) 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 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. 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 is the lowest qualified and compliant Tenderer; or
- (ii) Cancel the procurement process and not award the Contract.

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 Sub-Contractors 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.

12. Tender Deposit

Each tender shall include a tender deposit in the form of an **ORIGINAL** certified cheque, Bid bond, bank draft or money order, **PHOTOCOPIES, FACSIMILE COPIES AND OTHER REPRODUCTIONS OF ORIGINAL DOCUMENTS ARE NOT ACCEPTABLE**, payable to The Municipal Corporation of the Township of Strong in the amount of ten percent (10%) of the value of the tender submission. The tender deposits of all Tenderers except two will be returned within 10 days after the date of opening tenders. The tender deposits of the two Tenderers will be retained until a tender has been accepted and the other documents required herein have been furnished to the satisfaction of the Owner After the execution of the Contract and the receipt by the Owner of the other documents required herein, the tender deposit of the two Tenderers will be returned. If either of the above-mentioned two Tenderers has not been notified within sixty (60) days after the date of opening tenders that his tender has been recommended to the Owner for acceptance, he may apply to the Owner for the return of his tender deposit.

The Tenderer agrees that if he should withdraw his 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.

13. 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. **PHOTOCOPIES, FACSIMILE COPIES AND OTHER REPRODUCTION OF ORIGINAL DOCUMENTS ARE NOT ACCEPTABLE**. 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.

14. 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.

15. 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 he has 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 he has available or under his control, the equipment to be rented, and the equipment to be purchased.

16. 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.

17. Addenda

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.

18. Tax Compliance Declaration

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

19. 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.

20. 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 a 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.

21. 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."

22. 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.

23. 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 seven (7) days of notice of award of the Contract.

24. 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 will be made a part of any Contract or agreement.

25. 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.

26. Payments – Direct Bank Deposit

Tenderers are advised that the Owner may 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.

27. Start Work Order

No work shall begin until the Owner or the Owners Contract Administration 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 Contract Administration Representative as required elsewhere in the Contract document and once all permits and approvals required for the Work are in place.

28. 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.

TENDER FORM Tender No. 2026-04PW

PROJECT DESCRIPTION: Pool Lake Culvert Replacement

PROJECT LOCATION: South Lake Bernard Road approximately 3.0 km northeast of High Rock Drive.

OWNER: THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF STRONG

TENDERER:

Contractor's Name

Contractor's Address

City

Province

Postal Code

Facsimile Number

Telephone Number

Authorized Signature

Position of Signer

TENDERS RECEIVED BY:

The Municipal Corporation of the Township of Strong
28 Municipal Lane
Sundridge, Ontario
P0A 1Z0
Attention: Clerk Administrator

TENDER FORM Tender No. 2026-04PW

TO: The Municipal Corporation of the Township of Strong

SIRS: 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 a certified cheque, Bid bond, bank draft or money order for the sum of

payable to The Municipal Corporation of the Township of Strong, 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 his experience in work of a similar nature to that being tendered, which he has successfully completed.

<u>Year</u>	<u>Description of Contract</u>	<u>Owner</u>	<u>Value</u>	<u>Contact Person</u>	<u>Telephone No.</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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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 he proposes to use, the plant he has available or under his control, the plant to be rented and the plant to be purchased.

<u>Plant Available</u>	<u>Plant to be Rented</u>	<u>Plant to be Purchased</u>
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TENDER FORM

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.

<u>Sub-Trade</u>	<u>Proposed Sub-Contractor</u>	<u>Percentage of Contract</u>
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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.

<u>Addendum Number</u>	<u>Addendum Date</u>
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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.

SCHEDULE OF UNIT PRICES FOR CONTRACT NO. 2026-04PW

The Contractor hereby states that the following Unit Prices shall constitute full compensation for the Works specified under Contract No. 2026-04PW:

Spec. No.: The numbers in this column refer to the applicable issue of the Ontario Provincial Standard Specifications and SS Refers to the Supplementary Specifications.
(P) refers to measurement in plan quantity

Item No.	Spec. No.	Description of Item	Unit	Est. Qty.	Unit Price	Total Price
Part A – General						
A.1	SS	50% Performance Bond, 50% Labour and Material Payment Bond and Insurance	LS	1	\$	\$
A.2	SS	Mobilization / Demobilization	LS	1	\$	\$
A.3	182, 805, SS	Environmental Protection / Sedimentation and Erosion Control	LS	1	\$	\$
A.4	706, SS	Traffic Control, Detour, Signing and Road Maintenance	LS	1	\$	\$
Sub-Total Part A – General						
Part B – Removals						
B.1	201, SS	Clearing and Grubbing	L.S.	1	\$	\$
B.2	206, SS	Earth Excavation for Culvert and Frost Tapers	L.S.	1	\$	\$
B.3	206, 510 SS	Removal and Disposal of Existing Temporary 1100mm x 900mm Arch Culvert	L.S.	1	\$	\$
B.4	206, 510 SS	Removal and Disposal of Existing 400mm Driveway Culvert	L.S.	1	\$	\$
Sub-Total Part B – Removals						
Part C – Culvert Construction						
C.1	410, SS	Temporary Damming - Sheet Piles	L.S.	1	\$	\$

C.2	410, SS	Stream Diversion – Bypass Culvert (900mm) and Bypass Swale	L.S.	1	\$	\$
C.3	401, SS	Rockfill for Foundation	m ³	95	\$	\$
C.4	401, SS	Granular 'B' for Foundation	tonne	280	\$	\$
C.5	401, SS	Geotextile and Geogrid for Foundation	L.S.	1	\$	\$
C.6	422, SS	Supply and Install 2400 x 1500 mm Concrete Box Culvert (14.6 m Length) including Embedment and Retention Sills	L.S.	1	\$	\$
C.7	SS	Hand-Placed Substrate and Baffle Boulders	L.S.	1	\$	\$
C.8	511, SS	Rip Rap R-10 with Non-Woven Geotextile	m ²	150	\$	\$
C.9	401, SS	Structure Backfill Including Frost Tapers	tonne	1450	\$	\$
C.10	314, SS	Granular “B” Type II – “In Place” – Roadway (450mm depth)	tonne	1750	\$	\$
C.11	314, SS	Granular “A” – “In Place” (Running Surface) – Roadway (150mm depth)	tonne	500	\$	\$
C.12	206, SS	Ditching	m	80	\$	\$
C.13	721, SS	Steel Beam Guide Rail, Offset Blocks and Posts	m	60	\$	\$
C.14	721, SS	Energy Attenuating End Treatments for Guide Rail including Delineation Sign	Each	4	\$	\$
C.15	421, SS	8m – 450 mm Driveway Culvert	Each	1	\$	\$
C.16	401, SS	Driveway Regrading	m	21	\$	\$

C.17	SS	Topsoil, Hydroseed and Mulch	m ²	200	\$	\$
C.18	314, SS	Access Laneway – Dry Hydrant – Granular 'B' (300mm depth) - Provisional	tonne	25	\$	\$
C.19	314, SS	Access Laneway – Dry Hydrant – Granular 'A' (150mm depth) - Provisional	tonne	12	\$	\$
C.20	421, SS	8m – 450 mm Dry Hydrant Access Laneway Culvert - Provisional	Each	1	\$	\$
Sub-Total Part C – Culvert Construction						
TOTAL PRICE (EXCLUDING TAX)						

Exclusion: *The dry hydrant shown on the Contract Drawings is provided for permitting purposes only and is NOT part of this Contract; it will be constructed separately by the Township and shall not be priced by the Tenderer.*

Tender Price Adder

Additional tender price (excluding tax) to extend the Validity Period from sixty (60) days to one-hundred and twenty (120) days:

Price Adder for 120-Day Validity Period: \$ _____

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 Substantial Completion thereof, and for the discharge of the liabilities incurred for Labour, Materials, or Service used, if the Tender for Contract No. 2026-04PW, 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

NOTE: USE THIS FORM OR EQUIVALENT CCDC FORM

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 (1) 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 he 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 his Surety.

PERIOD OF VALIDITY

The prices entered by the Tenderer in the Tender Form shall be based on a Validity Period of sixty (60) days. It is anticipated that the Contract Administrator's Written Order to Commence Work will be issued within a sixty (60) day period after the opening date for Tenders.

Since award of this Contract may be dependent on obtaining permits / approvals, the tenderer is to provide a price adder to extend the Validity Period to one-hundred and twenty (120) days.

TENDER FORM

SCHEDULE OF TENDER DATA

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

<u>SECTION</u>	<u>PAGE NO.</u>
Information to Tenderers	1-7
Tender Form	1-2
Tenderer's Experience/Senior Staff/Plant	3
Sub-Contractors/Addenda/Tax Declaration	4
Itemized Bid	5-6
Agreement to Bond	7
Guaranteed Maintenance	8
Schedule of Tender Data	9
Contract Forms	1-4
Supplementary General Conditions	1-12
Special Provisions	1-2
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Drawings	4

STANDARD SPECIFICATIONS & GENERAL CONDITIONS

It shall be the Contractor's Responsibility to obtain the Ontario Provincial Standard Specifications Indicated in the Contract document.

Performance Dates

The Tenderer agrees to have the Works substantially performed within _____ weeks (Tenderer must enter number of weeks) from the on-site construction start date of October 13, 2026, but not exceeding **(7) WEEKS.**

The Contractor hereby states that the foregoing Unit Prices shall constitute full compensation for the Work specified under Contract No. 2026-04PW.

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.



CONTRACT NO. 2026-04PW

THIS AGREEMENT made in duplicate this day of _____, 2026. BETWEEN: THE MUNICIPAL

CORPORATION OF THE TOWNSHIP OF STRONG _____
(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

(a) A general description of the Work is: _____

(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 him 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 GC3.08 & GC3.09 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:

The Municipal Corporation of the Township of Strong
28 Municipal Lane
Sundridge, Ontario
P0A 1Z0

The Contractor:

The Contract Administrator:

TULLOCH Engineering Inc.
80 Main Street 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 his Prices for the Works and in entering into this Contract he has either investigated for himself the character of the Work and all local conditions that might affect his tender or his acceptance or performance of the Work, or that not having so investigated, he is 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 he 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.

NAME
Witness as to Signature of Contractor

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF STRONG

Reeve

Seal of the Municipal Corporation

Clerk

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.

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.

1. SUPPLEMENTARY GENERAL CONDITIONS

1.1 CONTRACTOR'S INSURANCE

Commercial General Liability and Automobile Liability Insurance specified in Section GC6.03 of the General Conditions of Contract shall be provided by the Contractor.

1.2 USE AND OCCUPANCY OF THE WORK BY THE CONTRACTOR

Without restricting the intent of GC7.01.03, 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.

1.3 TRAFFIC PROTECTION PLAN (TPP)

GC7.01 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 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 have competent workers trained in erection and removal procedures.

1.4 MAINTAINING ROADS AND DETOURS

The General Conditions of Contract GC7.06 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.

1.5 TRACKING OF DEBRIS ONTO THE ROADWAY

Subsection GC 7.06 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.

1.6 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 his 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 him so long as he 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.

GC8.02.04.01 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 Sub-Contractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained.

1.7 SUB CONTRACT HOLDBACKS

GC8.02.04.02, Certification of Sub-Contract Completion and GC8.02.04.03, Sub-Contract Statutory Holdback Release Certificate and Payment, are deleted in their entirety.

1.8 LAYOUT

GC7.02 is replaced with:

The Contractor will be responsible for the layout of all lines and grades from plans. The benchmark to be utilized on this project is identified on the Contract Drawings. All elevations indicated on Contract Drawings are referred to datum of Geodetic Survey of Canada and to bench mark established at or near site of work. The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference, the Contractor will do his own setting out.

The Contractor shall also be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works, and for the provision of all necessary instruments and labour in connection therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Owner as herein provided for. If at any time during the progress of the Works any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the Works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Contract Administrator, unless such error is based on incorrect data supplied in writing by the Contract Administrator. The checking of the setting out of any line or level by the Contract Administrator shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, stakes and other things used in setting out the Works.

2. LIQUIDATED DAMAGES, COMPLETION DATE

Time

Time shall be the essence of this Contract.

Progress of the Work and Time for

Completion

The Contractor shall diligently prosecute the Work on this Contract to completion on or before the completion date specified in the Tender Form.

If this time limit above specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the Prices Bid for the various Items of work and no additional compensation will be allowed therefore.

Liquidated Damages

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not finished or completed within the date of completion specified aforementioned, or as revised in accordance with the General Conditions of Contract, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will sustain in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum five hundred dollars (\$500.00) as liquidated damages for each and every calendar days delay in finishing the Work beyond the date of completion prescribed. It is agreed that this amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion. The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever.

3. 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:

- (i) 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.

4. 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 his 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 his 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.

5. 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.

6. 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.).

7. INTERPRETATION

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

"Authority" - means the Owner.

"Contract Administrator" - means the Consulting Contract Administrator (TULLOCH).

"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.

"Ministry" - means the Ministry 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 Substantial Completion of the Work including any extension of Contract Time made pursuant to the Contract Documents.

8. 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 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 option, 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 his 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.

9. 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.

10. AFTER HOURS TELEPHONE CONTACT

The Contractor shall ensure that an authorized representative is available which can be contacted 24 hours a day, 7 days a week.

11. TRAFFIC CONTROL

Traffic control devices shall be in accordance with the latest version of the Ontario Traffic Manual (OTM), as amended and updated.

12. 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.

13. CONSTRUCTION

Signing

Construction signs shall be supplied, located, relocated, erected, operated and maintained at all times by the Contractor in conformance with the OTM. The Contract identification signs, if any, will be supplied by the Owner and erected and maintained by the Contractor.

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.

Revision to OPSS 706:

Section 706.04.01 is amended by the addition of the following:

Each time traffic control signing is erected a layout shall be submitted to the Contract Administrator. The Contract Administrator shall review the layout for conformity with the minimum standards set out in the Manual of Uniform Traffic Control Devices (MUTCD) or the Ontario Traffic Manual (OTM) and if these standards are met or exceeded, authorization will be given to erect the signing.

Upon completion of the signing the Contractor and Contract Administrator shall review the signing for conformity with the approved layout. If any changes are required, or the minimum requirements are not met or exceeded, the Contractor shall make such changes and the Contract Administrator shall give approval to use the traffic control measure.

The layouts, amendments thereto and authorizations shall be kept on-site and all measures shall be inspected by the Contractor daily.

Existing Signing

It shall be the Contractor's responsibility to remove and keep in good condition all signs within the limits of the project. If so directed by the Contract Administrator, any existing sign removed by the Contractor to accommodate construction shall be kept operational by placement on a temporary support. Stop signs, road name signs, municipal address signs (911) and address ranges signs (911) **must** be kept operational at all times.

Temporarily located existing signs shall be kept at approximately the same height, offset and basic location from traffic as before removal.

All signs shall be reinstalled by the Contractor in accordance with the OTM after the Work operation is complete.

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.

14. SUBSURFACE CONDITIONS

A Geotechnical Investigation and Report has been completed for this project.

The Contractor shall review the site conditions and make their own determination as to construction procedures and considerations, health and safety considerations and construction sequences and methodology.

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.

15. 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 necessitates 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 OTM. In no case shall the distance between traffic and working area be less than 1.5 m.

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 he has 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 his 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.

10:00 p.m. to Midnight

Tuesday to Thursday Except on Days Following and Preceding a Holiday

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

10:00 p.m. to Midnight.

Friday or a Day Preceding a Holiday

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

5:00 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

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 his 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.

16. 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 his intent to resume work to the Contract Administrator 72 hours in advance.

17. 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 he has entered for any purpose in conjunction with the Contract, on the form approved by the Owner.

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.

18. 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.

19. 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. Utility locations shown on the Contract Drawings are approximate and are included for general information purposes only.

The Owner will be responsible for the permanent 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 Contractor is responsible to coordinate its activities with each potentially affected utility company or agency as required. Temporary disconnection, relocation and reinstatement of any utility is the responsibility of the Contractor and the costs for such shall be included in the Unit Prices Bid in the Form of Tender.

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

20. CONDITION OF SITE

The Contractor during the progress of the Work shall keep the site and work in as tidy a condition as practicable. He 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.

21. 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 he may incur in protecting existing trees, and the Contractor shall be responsible for any damage done to the trees by his workmen, trucks or equipment.

22. SPILLS REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants, which includes silt and sediment into any waters or on any shore or bank which may impair water quality, 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. 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 his legislated responsibilities regarding such spills or discharges.

MECP - SPILLS ACTION CENTRE (24 HOURS) - 1-800-268-6060

23. WEIGHING OF MATERIALS – MEASUREMENT FOR PAYMENT

OPSS 102, November 2018 is amended by the addition of the following:

102.09 Measurement For Payment

102.09.01 Weighed Materials

The measurement for payment will be by net weight shown on the weigh ticket of material received and signed for on site. Weigh tickets will be summarized daily and a running total of weighed material to date will be kept for each material. No payment will be made for tickets which are not marked received by the Contract Administrator.

24. SPECIFICATIONS APPLICABLE TO THIS CONTRACT

All Ontario Provincial Standard Specifications (OPSS) and Drawings (OPSD) in the Contract shall apply as indicated in the Contract Documents. OPSS Specifications have not been reproduced as part of these Contract Documents. It is the Contractor's responsibility to obtain the listed copies of OPSS.

Description

Date

MUNI 100 Ontario Provincial Standards Specifications
General Condition of Contract

November 2024

O.P.S.S. CONSTRUCTION SPECIFICATIONS

Spec. No.	Date	Spec. No.	Date
MUNI.102	NOV. 18	127.PROV	CURRENT
MUNI.180	NOV. 21	MUNI.182	NOV. 21
MUNI.201	NOV. 19	MUNI.206	APR. 19
MUNI.310	NOV. 17	MUNI.314	NOV. 23
MUNI.401	NOV. 21	MUNI.421	NOV. 18
MUNI. 501	NOV. 17	MUNI.510	NOV. 18
MUNI.511	NOV. 19	MUNI.517	NOV. 21
MUNI.706	APR. 18	MUNI.721	APR. 24
MUNI.732	NOV. 19	MUNI.802	NOV. 19
MUNI.804	NOV.14	MUNI.805	NOV. 21

O.P.S.S. MATERIAL SPECIFICATIONS

Spec. No.	Date
MUNI.1003	NOV. 13
MUNI.1010	NOV. 13
MUNI.1150	NOV. 20
MUNI.1505	NOV. 22
MUNI.1860	NOV. 18

Spec. No.	Date
MUNI.1004	NOV. 21
MUNI. 1101	NOV. 16
MUNI.1504	NOV. 22
MUNI.1801	NOV. 19

SPECIAL PROVISIONS

INTENT OF THESE PROVISIONS

These Special Provisions, 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.

1.0 SPECIAL PROVISIONS - GENERAL

SP 1.1 WORK ON SITE

No work shall be carried out at any time without the Contract Administrator in attendance unless previously arranged and approved by the Contract Administrator.

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 ROAD CLOSURE CALL LIST

The following agencies/offices must be contacted by the Contractor prior to closing roads (as approved by the Contract Administrator).

Mandatory
Ontario Provincial Police
Ambulance Service
Public School Board
Catholic School Board
Fire Department
Township of Strong

SP 1.4 PROVISIONAL ITEMS

The Tenderer agrees that he is not entitled to payment of the Provisional Items except for additional work carried out by him in accordance with the Contract and as directed by the Contract Administrator in writing and only to the extent of such additional work.

SUPPLEMENTARY SPECIFICATIONS

INTENT OF THESE SPECIFICATIONS

These Supplementary Specifications, forming part of the Contract, are in addition to the standard Specifications and cover the 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.

ITEM A.1 50% PERFORMANCE BOND, 50% LABOUR AND MATERIAL PAYMENT BOND AND INSURANCE

The lump sum price bid for this item shall be full compensation for the provision of required insurance as indicated in the Contractual Requirements and the following bonding:

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.

The Performance Bond shall be maintained in force for a period of one (1) year from the date of Substantial Performance of the work and shall be from a recognized surety company doing business in the Province of Ontario.

To ensure that Contract performance security will be available when requested by the Owner, each tenderer shall include with their tender, an Agreement to Bond on a form provided by the surety company.

Payment for this item will be 100% on the first payment draw after the bonds have been provided and accepted.

ITEM A.2 MOBILIZATION / DEMOBILIZATION

Under this Item and for the Contract Price, the Contractor shall supply all labour, equipment and materials required to complete the following works not specified under other Items all in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator:

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, vehicles, and fencing, as necessary.
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. Payment for permits not obtained by the Owner;
9. All costs associated with management of the Work; and,
10. All other costs, including administrative costs, which are not directly associated with the execution of Items specified in the Form of Tender.

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.

The Contractor will be paid 60% of the Lump Sum Bid Price for this Item upon completion of the mobilization operation. The remainder of the Lump Sum 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.

ITEM A.3 ENVIRONMENTAL PROTECTION / SEDIMENTATION AND EROSION CONTROL

This Item is for the additional work required to maintain an environmentally safe work place, that is not specifically covered under any other Item.

It is intended that the Works proposed be executed in such a manner which, to the fullest possible extent, minimizes any adverse effect on the cultural and natural environment of the project area. The environmental conditions of the Contract stated herein must be complied with in all respects. It is a responsibility of the Contractor that all his personnel be sufficiently instructed so that the Work is carried out in a manner consistent with minimizing environmental impact.

In particular, the following work will be required:

1. Species-At-Risk protection;
2. Any part of a vehicle and/or equipment shall be free of fluid leaks and externally cleaned / degreased to prevent any deleterious substance from entering any drainage system;
3. All sediment and erosion control measures shall be inspected daily to ensure that they are functioning properly and are maintained and/or upgraded as required;
4. 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; and,
5. Sediment and erosion control measures shall be left in place until all areas of the Work site have been stabilized.

This Item shall include the following as shown on the Contract Drawings and as may be otherwise required:

1. Heavy Duty Silt Fence
2. Turbidity Curtain
3. Straw Bales
4. Rock Check Dams
5. Tree protection

References:

1. OPSS MUNI 182 - General Specification for Environmental Protection of Waterbodies and Waterbody Banks
2. OPSS MUNI 805 – Construction Specification for Temporary Erosion and Sediment Control Measures

The Contractor shall undertake a detailed review of his 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 backhoes shall be carried out within thirty 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 apt to cause impairment to the natural environment must be immediately reported by the Contractor to the Contract Administrator and to the Ministry of Environment, Conservation and Parks.

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:

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

The Lump Sum Price tendered for this Item shall be compensation in full for all work associated with this Item. 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.

ITEM A.4 TRAFFIC CONTROL, DETOUR, SIGNING AND ROAD MAINTENANCE

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

Generally, this Item is for road closure during construction, for erection and maintenance of road closure and detour signage, for the maintenance of the road in the Working Area and for carrying out other activities as specified and as required in connection with this Specification.

The Contractor shall:

1. 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 and Appendix A.
2. 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 written certification of conformance.
3. 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 Township during construction.

The Contractor shall supply and erect two (2) 1200 x 1200 mm signs with the following:

TOWNSHIP OF STRONG
SOUTH LAKE BERNARD ROAD CLOSED FOR CONSTRUCTION
AT 1182 SOUTH LAKE BERNARD ROAD

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 to maintain vehicular traffic in their designated lanes. 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 flagmen.

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 he considers necessary and required and deduct 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 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 or calcium chloride, or both.

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.

Payment for all work as shown on the Contract Drawings and as outlined in the Specifications shall be included in the Lump Sum Price tendered for 'Traffic Control, Signing and Road Maintenance'. Payment shall be made on each payment certificate based on the value of work completed to date as a percentage of the total Contract amount. The total value of this Item shall not exceed 100% of the Lump Sum Price.

ITEM B.1 CLEARING AND GRUBBING

The Lump Sum Bid Price shall include all labour, equipment and material required to clear and grub to the limits specified on the Drawings in accordance with OPSS 201 and to the satisfaction of the Contract Administrator.

There will be no measurement for payment for this Item.

The Lump Sum Bid Price shall include all labour, equipment and material required to complete the clearing and grubbing required to complete the Work as specified on the Drawings, Specifications and to the satisfaction of the Contract Administrator. The Lump Sum Bid Price will also include the disposal and management of all materials.

ITEM B.2 EARTH EXCAVATION FOR CULVERT AND FROST TAPERS

The Bid Price for this Item shall include the excavation and disposal off-site, at a facility approved to accept such material, of the existing granular, earth and native materials to the lines and grades indicated for embedment and installation of the proposed culvert and the associated frost tapers, in accordance with OPSS 206 and OPSD 802.010.

Under this Item, the Contractor shall excavate all materials of whatever nature that may be encountered, including all loose and/or organic materials, to permit placing of the proposed culvert, its embedment and the frost taper transitions shown on the Contract Drawings.

Sufficient select approved excavated material shall be stockpiled on site, as required, for re-use as fill.

All environmental protection measures shall be in place before any excavation work is performed. Dewatering, if required, shall be in accordance with OPSS 517.

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 excavation may proceed without the written approval of this plan from the Contract Administrator.

Measurement for payment is Lump Sum for this Item. The Lump Sum Bid Price shall be compensation in full for all labour, equipment and material necessary to complete the excavation, frost tapers and off-site disposal of the material.

ITEM B.3 REMOVAL AND DISPOSAL OF EXISTING TEMPORARY ARCH CULVERT

The Lump Sum Bid Price for this Item shall include the complete removal off-site and disposal (at a facility approved to accept such material) of the existing temporary arch culvert in accordance with OPSS 180 and 510.

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

Dewatering if required shall be in accordance with OPSS 517.

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 is Lump Sum for this Item. The Lump Sum Bid Price shall include all labour, equipment and material required to remove the existing culvert as specified on the Drawings, Specifications and to the satisfaction of the Contract Administrator. The Lump Sum Bid Price will also include the disposal and management of all materials.

ITEM B.4 REMOVAL AND DISPOSAL OF EXISTING DRIVEWAY CULVERT

The Lump Sum Bid Price for this Item shall include the complete removal off-site and disposal (at a facility approved to accept such material) of the existing driveway culvert in accordance with OPSS 180 and 510.

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

Dewatering if required shall be in accordance with OPSS 517.

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 is Lump Sum for this Item. The Lump Sum Bid Price shall include all labour, equipment and material required to remove the existing culvert as specified on the Drawings, Specifications and to the satisfaction of the Contract Administrator. The Lump Sum Bid Price will also include the disposal and management of all materials.

ITEM C.1 TEMPORARY DAMMING – STEEL SHEET PILES

Under this item and for the unit price, the Contractor shall design, supply, install, maintain and remove temporary steel sheet pile cofferdams required to isolate the culvert work area from the watercourse and maintain the excavation in a stable and dry condition.

Sheet pile cofferdams shall be installed at the upstream and downstream limits of the culvert work area, at the locations generally shown on the Contract Drawings.

The temporary damming system shall isolate water flow from the culvert excavation and work area and be sufficiently watertight to permit construction of the proposed culvert in substantially dry conditions. It shall be designed and installed to remain stable under anticipated water levels, flows, construction loads and subsurface conditions, and prevent the release of sediment, fill, excavated material or other deleterious substances into the open watercourse. The cofferdams shall be maintained for the duration of the in-water works and be completely removed following completion and stabilization of the permanent works, with disturbed areas restored as shown on the Contract Drawings or as directed by the Contract Administrator.

The Contractor shall be responsible for the means and methods of installation and removal of the sheet piles, including any required bracing, shoring, sealing, dewatering and associated temporary works.

Operation of equipment within the watercourse and on watercourse banks shall be kept to the minimum necessary to perform the Work and shall comply with all environmental and fisheries protection requirements of the Contract.

A minimum of five (5) working days prior to commencing the Work, the Contractor shall submit to the Contract Administrator details of the proposed temporary damming system, including working drawings, installation and removal procedures, and sequencing.

There will be no measurement for payment. Payment will be by percentage complete, commencing with a maximum of 60% on the first payment application following installation of the temporary damming system, with subsequent percentage draws for maintenance to a maximum of 90%. The remaining amount will be payable following complete removal of the temporary damming system and satisfactory rehabilitation of the affected area.

Payment at the lump sum price for this Item shall include full compensation for all labour, equipment and materials required for the design, supply, installation, maintenance and removal of the temporary sheet piles, including bracing, shoring, sealing, dewatering and all other incidental work required to complete the Work.

ITEM C.2 TEMPORARY STREAM DIVERSION

Under this Item and for the unit price, the Contractor shall construct, maintain and remove a temporary stream diversion system to maintain continuous water passage around the isolated culvert work area for the duration of construction.

The temporary stream diversion system shall consist of a temporary culvert having a minimum diameter of 900 mm, consisting of corrugated steel pipe or approved equivalent, installed at a minimum slope of 0.5%, with the inlet and outlet inverts generally set at the existing streambed elevation along with a temporary bypass swale/channel at the inlet and outlet and along the bypass alignment, as required, capable of conveying flows to and from the temporary culvert without erosion or uncontrolled discharge. Temporary erosion and sediment controls shall be provided as required to isolate the temporary water passage system from the work area in accordance with OPSS 182 and OPSS 805 along with stabilization and erosion protection at the inlet, outlet and along the temporary bypass swale. The work includes all other temporary works necessary to maintain continuous water passage around the main culvert work area

The Contractor shall maintain the temporary stream diversion system in a stable and operational condition for the duration of the culvert construction. Water shall not be permitted to flow through the isolated work area except as required during commissioning and restoration of the permanent culvert. The diversion system shall address all phases of the Work, including installation, operation, maintenance, transitions between construction stages, removal, restoration, and stabilization of disturbed areas.

A minimum of five (5) working days prior to commencing the Work, the Contractor shall submit to the Contract Administrator details of the proposed diversion system, including construction sequencing, erosion and sediment controls, and procedures for transitioning flow into and out of the temporary diversion.

Where the temporary diversion or associated environmental protection measures are determined by the Contract Administrator to be ineffective, the Contractor shall immediately modify the system as required to maintain water passage and watercourse/fisheries protection.

Following completion of the permanent culvert and associated channel works, flow shall be returned to the permanent watercourse in a controlled manner. The temporary culvert, bypass swale and associated temporary works shall then be completely removed and disturbed areas restored and stabilized in accordance with the Contract Drawings and as directed by the Contract Administrator.

There will be no measurement for payment. Payment will be by percentage complete, commencing with a maximum of 60% on the first payment application following installation and commissioning of the temporary diversion system, with subsequent percentage draws for maintenance to a maximum of 90%. The remaining amount will be payable following complete removal of the diversion system and satisfactory rehabilitation of the affected area.

Payment at the lump sum price for this Item shall include full compensation for all labour, equipment and materials required for construction, maintenance and removal of the temporary bypass culvert, bypass swale, erosion and sediment controls, erosion protection, restoration and all other incidental work required to maintain temporary water passage.

ITEM C.3 ROCKFILL FOR FOUNDATION

The Bid Price for this Item shall include the supply, placement, grading and compaction of rockfill to construct the culvert and retaining-wall foundation to the lines, grades and thicknesses shown on the Contract Drawings, in accordance with OPSS 401 and to the satisfaction of the Contract Administrator.

Rockfill shall be clean, hard, durable, angular quarried stone meeting the requirements of OPSS 1004, well graded from 150 mm nominal down, placed and keyed to form a stable, non-yielding foundation. Rockfill shall be placed in lifts not exceeding 300 mm and compacted with suitable equipment to a dense, tight condition. Voids in the surface shall be choked with smaller stone or granular material to receive the overlying geotextile, geogrid and granular course.

Measurement for payment shall be by the cubic metre (m³) placed, based on the neat dimensions shown on the Contract Drawings. Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to do the work.

ITEM C.4 GRANULAR 'B' FOR FOUNDATION

The Bid Price for this Item shall include the supply, placement, grading and compaction of Granular 'B' Type

It as a levelling and bedding course over the foundation rockfill, to the lines, grades and thicknesses shown on the Contract Drawings, in accordance with OPSS 401 and 314.

Granular 'B' Type II shall meet the requirements of OPSS 1010. Material shall be placed in uniform lifts and compacted to 100% Standard Proctor Maximum Dry Density. Water required to achieve compaction shall be supplied and placed as required and shall be included in the unit price.

Compaction testing will be completed by the Contract Administrator.

Measurement for payment shall be by the tonne, based on approved weigh-scale tickets. Weighing of material shall conform to OPSS 102. Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to do the work.

ITEM C.5 GEOTEXTILE AND GEOGRID FOR FOUNDATION

This Item includes the supply and placement of geotextile separation fabric and biaxial geogrid within the foundation, to the limits shown on the Contract Drawings, in accordance with OPSS 1860 and the manufacturer's requirements.

Geotextile shall be a non-woven separation / filtration fabric meeting the requirements of OPSS 1860 for the applicable class, such as Layfield LP 10, or approved equivalent. Geogrid shall be a biaxial polymer geogrid such as Tensor TX140, or approved equivalent, placed with the specified overlap and pre-tensioned where required to remove slack.

Geotextile and geogrid shall be placed with a minimum overlap of 300 mm at all joints and protected from damage during placement of overlying material.

Measurement for payment shall be lump sum, with no allowance for overlaps. Payment at the contract price shall be compensation in full for all labour, equipment and material required to do the work.

ITEM C.6 SUPPLY AND INSTALL 2400 x 1500 mm CONCRETE BOX CULVERT (14.6 m LENGTH) INCLUDING EMBEDMENT AND PRECAST RETENTION SILLS (BOTH ENDS)

Under this Tender Item, the Contractor shall supply, deliver, unload, assemble and install a precast reinforced concrete box culvert as indicated on the Contract Drawings and in accordance with OPSS 422, 401 and 501, including precast retention sills on both ends and the embedment surrounding the structure. This Item includes the assembly of unit joints in accordance with the manufacturer's installation specifications.

The culvert shall be a precast reinforced concrete box culvert, 2400 mm span x 1500 mm rise, approximately 14.6 m in total length, supplied in sections and conforming to OPSS 422 and the material requirements of OPSS 1350 and CSA A23.4. The design shall accommodate the earth cover and live loading shown on the Contract Drawings.

Joints between box sections shall be sealed with preformed flexible butyl / mastic joint sealant and wrapped externally with a minimum 500 mm wide non-woven geotextile in accordance with OPSS 1860, or as recommended by the manufacturer.

The Contractor shall supply and install the seepage collar at the location and to the dimensions shown on the Contract Drawings. The seepage collar shall be installed in conjunction with the box culvert, as part of the lump sum price.

Shop drawings, including the manufacturer's structural design bearing the seal of a Professional Engineer licensed in the Province of Ontario, shall be submitted for the Contract Administrator's review within three (3) weeks after Contract award. No fabrication shall proceed prior to review.

Bedding and embedment shall be placed and compacted in accordance with OPSS 401, the Contract Drawings and the Geotechnical Report. Granular embedment shall be compacted to 95% SPMDD. Compaction testing will be completed by the Contract Administrator.

Where water is to be controlled or pumped, the inlet and outlet shall be protected so as to prevent the entry of sediment to the watercourse. Pump suction inlets located in the watercourse shall be screened to prevent harm to fish and other wildlife, and discharge shall be directed so as to avoid erosion of the watercourse bed and banks. The requirements of OPSS 517 shall be met.

Measurement for payment is Lump Sum for this Item. The Lump Sum Bid Price shall be full compensation for all labour, equipment and material required to supply and install the box culvert and its embedment complete.

ITEM C.7 HAND-PLACED SUBSTRATE

The Bid Price for this Item shall include the supply and hand placement of natural streambed substrate and baffle boulders within the barrel and at the inlet and outlet of the box culvert, to the lines, grades and arrangement shown on the Contract Drawings and in accordance with the fisheries requirements of the Contract, to the satisfaction of the Contract Administrator.

Substrate material shall consist of clean, well-graded natural rounded stone and cobble, graded to match the existing streambed, placed to the depth shown on the Contract Drawings to establish a continuous natural channel bed through the structure and to maintain fish passage.

Placement shall be carried out in a manner that does not damage the culvert and shall be completed in the dry, within the isolated work area maintained under Item C.1.

Measurement for payment is Lump Sum for this Item. The Lump Sum Bid Price shall be full compensation for all labour, equipment and material required to do the work.

ITEM C.8 RIP RAP R-10 WITH NON-WOVEN GEOTEXTILE

This item includes preparation, supply and placement of R-10 rip rap as slope protection adjacent to the inlet and outlet of the culvert in accordance with OPSS 511.

Rip-rap shall be completed to the requirements of OPSS 511, Construction Specification for Rip-Rap, Rock Protection and Granular Sheeting. Material shall be R-10 rip rap meeting the requirements of OPSS 1004 – Material Specification for Aggregates – Miscellaneous.

Geotextile shall be non-woven in accordance with OPSS 1860.

Rip-rap shall be placed to a depth of 250 mm minimum.

Measurement of rip-rap complete with geotextile shall be by area, m², based on actual in-place measurement in square metres.

Payment at the Contract Price for the above noted tender item shall be full compensation for all labour, equipment and materials required to do the work, including handling, and placing the material by hand if necessary.

ITEM C.9 STRUCTURE BACKFILL INCLUDING FROST TAPERS

The Bid Price for this Item shall include all labour, material, and equipment necessary for the supply, placement, grading and compaction of backfill in accordance with OPSS 314 and 401. Backfill for culvert excavation shall be Select Subgrade Material, SSM, meeting the requirements of OPSS 1010.

Compaction shall be completed in accordance with OPSS 501. Compaction of SSM backfill shall be to 95% SPMDD minimum. Compaction testing will be completed by the Owner or Contract Administrator.

Water required to achieve required compaction shall be supplied and placed as required. Payment will be included in the per tonne price for SSM materials.

Measurement for payment of the contract item shall be by the tonne based on approved weigh scale tickets. Weighing of material shall conform to OPSS 102.

ITEM C.10 GRANULAR "B" TYPE II - ROADWAY

The Contractor shall supply all labour, equipment and material required to supply and place the roadway Granular 'B' Type II material as shown on the Contract Drawings, in accordance with OPSS 314 and as directed by the Contract Administrator.

This Item includes any grading of the subgrade prior to placing the granular. Subgrade material shall be suitably compacted by proof rolling or other means approved by the Contract Administrator prior to placement of the granular. The unit price shall include the provision of water for compaction purposes if required.

Compaction of Granular 'B' Type II shall be 98% Standard Proctor Maximum Dry Density. The compacted granular surface shall not deviate more than 10 mm from the specified grade. Overbuilds and underbuilds outside these tolerances shall be treated in accordance with the general provisions of this Contract.

Measurement for payment shall be by the tonne, based on approved weigh-scale tickets. Weighing of material shall conform to OPSS 102.

ITEM C.11 GRANULAR "A" - ROADWAY

The Contractor shall supply all labour, equipment and material required to supply and place the roadway Granular 'A' running-surface material as shown on the Contract Drawings, in accordance with OPSS 314 and as directed by the Contract Administrator.

This Item includes grading and shaping of the underlying Granular 'B' Type II subbase prior to placement. The unit price shall include the provision of water for compaction purposes if required.

Compaction of Granular 'A' shall be 98% Standard Proctor Maximum Dry Density. The compacted running surface shall not deviate more than 10 mm from the specified grade. Overbuilds and underbuilds outside these tolerances shall be treated in accordance with the general provisions of this Contract.

Measurement for payment shall be by the tonne, based on approved weigh-scale tickets. Weighing of material shall conform to OPSS 102.

ITEM C.12 DITCHING

The Bid Price for this Item shall include all labour, equipment and material required to excavate and shape roadside ditching to the lines and grades shown on the Contract Drawings, in accordance with OPSS 206 and to the satisfaction of the Contract Administrator.

The Item includes disposal off-site of surplus and unsuitable excavated material at a facility approved to accept such material, and re-use of suitable material as fill where directed.

Measurement for payment shall be by the metre (m) of ditch constructed, measured along the ditch centreline. Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to do the work, including disposal and management of all materials.

ITEM C.13 STEEL BEAM GUIDE RAIL, OFFSET BLOCKS AND POSTS

The Unit Price Bid for this Item shall include all labour, equipment and material necessary to supply and install steel beam guide rail, including steel posts and offset blocks, on the approaches to the structure in accordance with OPSS 721 and as indicated on the Contract Drawings.

Guide rail shall be comprised of steel beam in accordance with the Contract Drawings and OPSS 1504,

with steel posts and plastic offset blocks. The Contractor shall field-verify all dimensions prior to construction and shall submit to the Contract Administrator a detailed layout plan showing actual dimensions of installation for approval a minimum of five (5) days prior to installation.

Forty-eight (48) hours prior to installation, and after placement of the Granular 'B' subbase, the Contractor shall lay out and stake the post locations. The Contract Administrator will review the locations and make necessary adjustments, which the Contractor shall complete.

Measurement for payment shall be based on the actual length of guide rail installed, in metres. Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to make a complete guide rail system as shown on the Contract Drawings.

ITEM C.14 ENERGY ATTENUATING END TREATMENTS FOR GUIDE RAIL INCLUDING DELINEATION SIGN

The Unit Price Bid for this Item shall include all labour, equipment and material necessary to supply and install energy-attenuating end treatments and delineation at the terminals of the steel beam guide rail, in accordance with OPSS 721 and 732 and as indicated on the Contract Drawings.

End treatments shall be an approved energy-attenuating terminal system installed in accordance with OPSS 732, the material requirements of OPSS 1504, and the manufacturer's instructions. Each end treatment shall include the delineation sign shown on the Contract Drawings.

Measurement for payment shall be by each end treatment installed complete, including delineation. Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to do the work.

ITEM C.15 450 mm DIAMETER DRIVEWAY CULVERT

The Contractor shall supply all labour, equipment and material required to supply and install a 450 mm diameter driveway culvert at the location and grade shown on the Contract Drawings and as directed by the Contract Administrator.

The culvert shall be 450 mm diameter CPP, or approved equivalent, and shall be installed in accordance with OPSS 421 and the manufacturer's recommendations. Culvert lengths and invert elevations shall be as shown on the Contract Drawings and shall be field verified prior to installation.

This Item shall include excavation, preparation of the culvert foundation, bedding, placement and compaction of embedment and backfill, removal and disposal of surplus or unsuitable material, and all other work necessary to provide a complete installation. Bedding and backfill material shall meet the requirements of OPSS 1010 and shall be placed and compacted in accordance with OPSS 401.

The Contractor shall maintain drainage during construction and shall protect the culvert inlet and outlet from erosion and sedimentation. Existing drainage patterns shall be maintained following completion of the Work.

Measurement for payment shall be each 450 mm diameter driveway culvert installed complete.

Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to supply and install each culvert, including excavation, bedding, embedment, backfill, grading, disposal of surplus material and restoration.

ITEM C.16 DRIVEWAY REGRADING

The Contractor shall supply all labour, equipment and material required to regrade the existing driveway to the lines, grades and elevations shown on the Contract Drawings and as directed by the Contract Administrator.

The Work shall include excavation, grading and shaping of the existing driveway, removal and disposal of surplus or unsuitable material, placement and compaction of suitable fill where required, and supply, placement, grading and compaction of Granular 'A' required to provide the finished driveway surface.

The driveway subgrade shall be shaped and suitably compacted prior to placement of Granular 'A'. Granular 'A' shall meet the requirements of OPSS 1010 and shall be placed and compacted in accordance with OPSS 314. Compaction of Granular 'A' shall be to 98% Standard Proctor Maximum Dry Density. Water required to achieve compaction shall be supplied and placed as required and shall be included in the Bid Price.

The finished driveway shall provide positive drainage and shall transition smoothly into the existing driveway and adjacent grades. The Contractor shall ensure that regrading does not result in ponding or uncontrolled drainage onto adjacent properties or areas.

There will be no measurement for payment. Measurement for payment shall be Lump Sum.

The Lump Sum Bid Price shall be compensation in full for all labour, equipment and material required to complete the driveway regrading, including excavation, grading, fill, Granular 'A', compaction, disposal of surplus material and restoration.

ITEM C.17 TOPSOIL, HYDROSEED AND MULCH

The Contractor shall supply and place topsoil, hydroseed and mulch to restore disturbed areas as shown on the Contract Drawings and as directed by the Contract Administrator.

Topsoil shall be placed to a minimum depth of 100 mm in accordance with OPSS 802. Hydroseed and mulch shall be applied in accordance with OPSS.MUNI 804.

Measurement for payment shall be by the square metre (m²) of completed restoration.

Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to do the work.

ITEM C.18 GRANULAR "B" TYPE II – DRY HYDRANT ACCESS LANEWAY (PROVISIONAL)

The Contractor shall supply all labour, equipment and material required to supply and place Granular 'B' Type II for construction of the dry hydrant access laneway as shown on the Contract Drawings, in accordance with OPSS 314 and as directed by the Contract Administrator.

This Item includes grading and preparation of the subgrade prior to placement of the granular material. Subgrade material shall be suitably compacted by proof rolling or other means approved by the Contract Administrator prior to placement of the granular.

Compaction of Granular 'B' Type II shall be 98% Standard Proctor Maximum Dry Density. The unit price shall include the provision of water for compaction purposes if required.

Measurement for payment shall be by the tonne, based on approved weigh-scale tickets. Weighing of material shall conform to OPSS 102.

Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to prepare the subgrade and supply, place, grade and compact the Granular 'B' Type II.

ITEM C.19 GRANULAR "A" TYPE II – DRY HYDRANT ACCESS LANEWAY (PROVISIONAL)

The Contractor shall supply all labour, equipment and material required to supply and place Granular 'A' running-surface material for the dry hydrant access laneway as shown on the Contract Drawings, in accordance with OPSS 314 and as directed by the Contract Administrator.

This Item includes grading and shaping of the underlying Granular 'B' Type II prior to placement of the Granular 'A'.

Compaction of Granular 'A' shall be 98% Standard Proctor Maximum Dry Density. The unit price shall include the provision of water for compaction purposes if required.

The finished surface shall be graded to provide a stable and uniform access laneway to the dry hydrant, provide positive drainage without ponding, and transition smoothly into the adjacent existing grades.

Measurement for payment shall be by the tonne, based on approved weigh-scale tickets. Weighing of material shall conform to OPSS 102.

Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to supply, place, grade and compact the Granular 'A' running surface.

ITEM C.20 450 mm DIAMETER DRY HYDRANT ACCESS LANEWAY CULVERT (PROVISIONAL)

The Contractor shall supply all labour, equipment and material required to supply and install a 450 mm diameter culvert for the dry hydrant access laneway at the location and grade shown on the Contract Drawings and as directed by the Contract Administrator.

The culvert shall be 450 mm diameter CPP, or approved equivalent, and shall be installed in accordance with OPSS 421 and the manufacturer's recommendations. Culvert lengths and invert elevations shall be as shown on the Contract Drawings and shall be field verified prior to installation.

This Item shall include excavation, preparation of the culvert foundation, bedding, placement and compaction of embedment and backfill, removal and disposal of surplus or unsuitable material, and all other work necessary to provide a complete installation. Bedding and backfill material shall meet the requirements of OPSS 1010 and shall be placed and compacted in accordance with OPSS 401.

The Contractor shall maintain drainage during construction and shall protect the culvert inlet and outlet from erosion and sedimentation. Existing drainage patterns shall be maintained following completion of the Work.

Measurement for payment shall be each 450 mm diameter driveway culvert installed complete.

Payment at the unit price tendered shall be compensation in full for all labour, equipment and material required to supply and install each culvert, including excavation, bedding, embedment, backfill, grading, disposal of surplus material and restoration.

Appendix A

Ontario Provincial Standard Drawings
(Not Included on Drawing Set)

Appendix B

Tender Envelope Label

FROM: CONTRACT NO:2026-04PW

DESCRIPTION: South Lake Bernard Road Culvert
Replacement

CLOSING DATE: October 2, 2026

CLOSING TIME: 12:00 NOON

OPENING TIME: 1:00 PM

TENDER

DO NOT OPEN BEFORE
OPENING TIME

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF STRONG28 MUNICIPAL LANE
SUNDRIDGE, ONTARIO P0A 1Z0Attention: Clerk
AdministratorTHE MUNICIPAL CORPORATION
OF THE TOWNSHIP OF STRONG28
MUNICIPAL LANE SUNDRIDGE, ONTARIO P0A