

---

Corporation of the  
County of Prince Edward

**PICTON MAIN STREET  
RECONSTRUCTION**

Contract No.: PEC-INI-0042-2022



**The County**

PRINCE EDWARD COUNTY + ONTARIO



**Tender Close: 2:00pm, Wednesday February 23<sup>rd</sup>, 2022**

---

**THE GREER GALLOWAY GROUP INC.  
ENGINEERS AND PLANNERS**

1620 Wallbridge-Loyalist Road,  
R.R.#5, Belleville, On, K8N 4Z5  
Tel. (613) 966-3068  
Fax. (613) 966-3087

**PRINCE EDWARD COUNTY  
PUBLIC WORKS**

280 Main Street  
Picton, ON K0K 2T0  
Tel. (613) 476-2148  
Fax.(613) 476-8356

CONTENTS OF CONTRACT

**INFORMATION FOR TENDERERS.....1**

1. DEFINITIONS AND INTERPRETATION .....	1
2. TENDERERS TO INVESTIGATE .....	3
3. AWARD OF THE CONTRACT .....	3
4. UTILITIES .....	3
5. FEDERAL AND PROVINCIAL TAXES .....	3
6. GENERAL CONDITIONS .....	3
7. CONTRACT/INTENT .....	3
8. TENDER DELIVERY & OPENING .....	4
9. TENDER SUBMISSION .....	5
10. INQUIRY .....	6
11. TENDER CONTENT .....	7
12. TENDER EVALUATION .....	7
13. ACCEPTANCE OF TERMS .....	8
14. REQUIREMENTS AT TIME OF EXECUTION .....	8

**STANDARD TERMS AND CONDITIONS .....9**

1. ACCEPTANCE .....	9
2. PURCHASING BY-LAW .....	11
3. BIDDER ELIGIBILITY .....	11
4. ASSIGNMENT .....	11
5. INDEMNIFICATION .....	12
6. CHARACTER OF WORKERS .....	12
7. PROJECT SITE WORKING CONDITIONS .....	13
8. PATENTS AND COPYRIGHTS .....	13
9. ERRORS AND OMISSIONS OF THE CONTRACTOR .....	13
10. QUANTITIES .....	13
11. DISCLOSURE .....	13
12. WITHDRAWAL OR QUALIFYING OF TENDERS .....	14
13. CONTRACT CANCELLATION .....	14
14. LAWS AND REGULATIONS .....	15
15. DEFAULT BY CONTRACTOR .....	15
16. SAMPLES .....	15
17. ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS .....	16
18. AT TIME OF CONTRACT EXECUTION .....	16
19. BID DEPOSIT .....	17
20. AGREEMENT TO BOND AND PERFORMANCE BONDING .....	17
21. HEALTH AND SAFETY REQUIREMENTS .....	18
22. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT .....	19

**AGREEMENT ..... 20**

**MEMORANDUM OF AGREEMENT ..... 22**

<b>FORM OF TENDER .....</b>	<b>23</b>
<b>SCHEDULE OF ITEMS &amp; PRICES .....</b>	<b>25</b>
<b>REFERENCE INFORMATION .....</b>	<b>30</b>
<b>CONTRACTOR'S ACKNOWLEDGEMENT OF TRAFFIC CONTROL.....</b>	<b>31</b>
<b>CONTRACTOR'S ACKNOWLEDGEMENT OF HEALTH AND SAFETY POLICY REQUIREMENTS.....</b>	<b>32</b>
<b>CONTRACTOR'S ACKNOWLEDGEMENT OF ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT.....</b>	<b>33</b>
<b>CONTRACTOR'S UNDERTAKING FOR PROVISION OF INSURANCE .....</b>	<b>34</b>
<b>LIST OF SUBCONTRACTORS.....</b>	<b>35</b>
<b>AGREEMENT TO BOND.....</b>	<b>36</b>
<b>SAMPLE PERFORMANCE AND LABOUR AND MATERIAL BOND .....</b>	<b>37</b>
<b>SPECIAL PROVISIONS.....</b>	<b>39</b>
1. SCOPE OF WORK .....	39
2. DEFINITION OF OWNER AND ENGINEER.....	39
3. GOVERNMENTAL REQUIREMENTS .....	39
4. NOTICE TO CONTRACTORS – EMPLOYMENT .....	39
5. PAYMENT OF WORKERS .....	40
6. GUANTEED MAINTENANCE .....	40
7. ENVIRONMENTAL CONSIDERATIONS .....	40
8. RESTORATION OF WORK AREAS .....	40
9. PROPERTY BARS .....	41
10. CO-ORDINATION OF MEETINGS .....	41
11. INSURANCE, PROTECTION AND DAMAGE .....	41
12. MANAGEMENT AND DISPOSAL OF EXCESS MATERIALS.....	41
13. PREVENTION OF DAMAGE .....	42
14. PROTECTION OF EXISTING ELEMENTS AND PRIVATE PROPERTY .....	42
15. PROTECTION OF ADJACENT STRUCTURES .....	42
16. DUST SUPPRESSION – AMENDMENT TO OPSS 506 .....	42
17. HAUL ROADS .....	43
18. TRAFFIC CONTROL – GENERAL .....	43
19. TRAFFIC CONTROL – FLAGGING .....	44
20. PROTECTION OF PUBLIC TRAFFIC .....	44
21. METRIC AND IMPERIAL SYSTEMS OF MEASUREMENT .....	46
22. EROSION AND SEDIMENTATION CONTROL – GENERAL .....	46
23. LINES, LEVELS AND GRADES .....	47
24. UTILITY INSTALLATION AND RELOCATIONS .....	47
25. DEWATERING – GENERAL .....	48
26. SPILLS REPORTING .....	48

27. SCHEDULE OF WORK .....	49
28. LIQUIDATED DAMAGES .....	50
29. EXTRA WORK .....	52
30. OCCUPATIONAL HEALTH AND SAFETY – CONFINED SPACES .....	52
31. ONTARIO PROVINCIAL STANDARDS .....	52
32. REGULATIONS OF PITS AND QUARRIES .....	53
33. FIELD LAYOUT .....	53
34. NOTIFICATION OF BUSINESSES AND RESIDENTS .....	54
35. PAYMENT ADJUSTMENT FOR CHANGES IN THE MINISTRY OF TRANSPORTATION’S PERFORMANCE GRADED ASPHALT CEMENT PRICE INDEX .....	54
36. PAYMENTS... ..	55
37. MUNICIPAL TREE POLICY... ..	56
38. TENDER ITEM INTENT.....	56
 <b>ITEM SPECIFIC SPECIAL PROVISIONS .....</b>	<b>56</b>

**APPENDIX: SUPPORTING DOCUMENTS**

1. Cambium: Picton Main Street Geotechnical Report, March 10, 2020
2. Cambium: Excess Soil Characterization, December 17, 2021
3. Cambium: Groundwater Characterization, December 17, 2021
4. County Arborists - Tree Assessment Report
5. IBW Legal Survey
6. Contract Drawings

## INFORMATION FOR TENDERERS

### 1. DEFINITIONS AND INTERPRETATION

#### Definitions:

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **ALTERNATIVE** means a choice of things, each being fully compliant.
- b) **BIDDER'S LIST** means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.
- c) **MUNICIPALITY** means THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and includes its successors and assigns.
- d) **CONTRACT** means the agreement to be entered into between the CONTRACTOR and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIAL and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements and MATERIAL that could be reasonably required to properly and satisfactorily supply the EQUIPMENT, MATERIAL AND/OR SERVICES.
- e) **SUPPLIER and/or SUPPLIES** means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIAL AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, SUPPLIERS and supplies.
- f) **EQUIPMENT, MATERIAL** means all goods, MATERIAL, articles, EQUIPMENT, as described in the Terms of Reference attached to this TENDER and acquired through the inclusion of such EQUIPMENT, MATERIAL in a schedule to the CONTRACT from time to time throughout the term of the CONTRACT.
- g) **IMPROPER** means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.
- h) **BIDDER(S)** means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.

- i) **TENDER(S)** means the BIDDER'S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES or to the quantities as shown to be furnished under the CONTRACT.
- j) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.
- k) **SERVICES** means the services as required and described, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIAL as described in the Terms of Reference of this TENDER and the Schedule of Prices of this TENDER.
- l) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

**Interpretation:** The following rules of interpretation apply:

- a) The term 'best value' means the most cost efficient and effective manner of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES in the sole and unfettered opinion of the MUNICIPALITY.
- b) Where any mention is made to the masculine gender in any part of this TENDER or the CONTRACT, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- c) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- d) The words "shall", "will", and "must" used in this TENDER denote imperative.
- e) The word "may" used in this TENDER denotes permissive.
- f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

## **2. TENDERERS TO INVESTIGATE**

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

The Tenderers shall carefully examine all plans so that the unit prices tendered are commensurate with the nature of the work.

## **3. AWARD OF THE CONTRACT**

The award of this Contract is expected to be such that construction can be completed by the specified completion date and is subject to the approval of The Corporation of the County of Prince Edward. The County reserves the right to reject the tender of any bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the work in the specified time should such evidence be requested. The lowest or any tender may not be accepted.

## **4. UTILITIES**

The attention of the Tenderer is drawn to the presence of underground utilities, utility pole lines and overhead wires adjacent to and/or on this contract. Information on the location, and/or protection thereof of the pole lines and/or the underground utilities, must be obtained from the Utility Companies concerned prior to the start of construction.

Where the location of utilities cannot be confirmed through traditional 'locates' with sufficient accuracy to complete the intended work, the Tenderer is to daylight or otherwise locate the utilities to provide the necessary accuracy at no additional cost to the County.

## **5. FEDERAL AND PROVINCIAL TAXES**

Unit and/or lump sum prices shall not include the Harmonized Sales Tax (HST).

## **6. GENERAL CONDITIONS**

The General Conditions for this CONTRACT shall be the current Ontario Provincial Standards – General Conditions of Contract. Each Contractor shall be responsible for obtaining a current set of these General Conditions at his own cost. Any amendments thereto shall be contained in the Contract Special Provisions.

## **7. CONTRACT / INTENT**

The intent of this TENDER is to secure a qualified Contractor to undertake the construction and/or replacement of road, potable water, sanitary sewer, storm sewer, and associated works for the Corporation of the County of Prince Edward in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this TENDER.

## **8. TENDER DELIVERY & OPENING**

- a) TENDERS made on the forms provided must be submitted electronically, clearly marked and must be submitted via email to [purchasing@pecounty.on.ca](mailto:purchasing@pecounty.on.ca) to the attention of Amanda Carter, Director of Finance prior to **2:00:00 p.m., Local Time Wednesday February 23<sup>rd</sup>, 2022** (the “deadline for submission”). Late submissions will not be accepted and will not be considered as a legitimate submission there will be no exceptions. The time stated on the time stamp located in the email will be the only recognized timepiece for the purpose of this submission.

**All bidders must register with Amanda Carter, Director of Finance by email at [purchasing@pecounty.on.ca](mailto:purchasing@pecounty.on.ca) or they will be rejected.**

- b) **BIDDERS shall submit one electronic document marked “Original”.**

Any TENDERS received after the deadline for submission will be considered as non-compliant and will be returned unopened.

Hand delivery or the use of the mail or courier services for delivery of a TENDER will not be accepted. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.

- c) **TENDERS must be submitted by electronic delivery to [purchasing@pecounty.on.ca](mailto:purchasing@pecounty.on.ca).**
- d) The onus unequivocally remains with the BIDDER to ensure that TENDERS are delivered to the Purchasing Department, by the deadline for submission, in accordance with the submission instructions. Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted TENDERS by telephone, fax or electronically will not be considered.

The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.

- e) TENDERS will be opened 15 minutes following the deadline for submission in the Purchasing Office. The Corporation of the County of Prince Edward, 280 Main Street, Picton ON. Unofficial bid results will be available and sent to all registered bidders.
- f) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.



## 9. TENDER SUBMISSION

- a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.
- b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Items & Prices. Failure to do so may result in the incomplete TENDER being rejected.
- c) If a TENDER does not conform in every detail with the requirements included in this TENDER the BIDDER is required to explain the deviation in the TENDER.
- d) All TENDERS must be made upon the Form of TENDER attached to this TENDER
- e) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.
- f) TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- g) None of the conditions contained on the BIDDER'S standard or general conditions or sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a TENDER must be initialed or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.
- i) If after reading the TENDER, your organization does not wish to submit a TENDER, **do not forward the TENDER document to another organization.**

## 10. INQUIRY

- a) **The Tenderer is advised that inquiries regarding the interpretation of the Contract Plans, Specifications or Documents shall be directed to:**

The Greer Galloway Group Inc.  
1620 Wallbridge Loyalist Road  
Belleville, ON K8N 4Z5  
Tel: (613) 966-3068 Ext: 336; Fax: (613) 966-3087  
[mmcintosh@greergalloway.com](mailto:mmcintosh@greergalloway.com)

**Questions will only be received until 4:00 p.m. on February 16<sup>th</sup>, 2022, to enable the County to prepare an addendum (if any). Questions received after this deadline may not be acknowledged nor answered.**

- b) If during the period prior to submission of TENDERS, the MUNICIPALITY determined, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and made available to all-BIDDERS through the County website. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- c) BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITIES choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- d) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. **The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared.** Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.
- e) While the County will post addenda on their website, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.
- f) All references to BIDDER include all staff from the proposing organization as well as all SUB-CONTRACTORS that the proposing organization may hire to supply EQUIPMENT, MATERIAL AND/OR SERVICES.

## **11. TENDER CONTENT**

TENDERS will be deemed complete if they include:

- a) A completed **Memorandum of Agreement**;
- b) A completed and executed **Form of Tender**;
- c) A completed **Schedule of Items & Prices** form;
- d) A completed **Reference Information** form;
- e) A completed **Contractor's Acknowledgement of Traffic Control** form;
- f) A completed **Contractor's Acknowledgement of Health and Safety Requirements** form;
- g) A completed **Accessible Customer Service Training** form;
- h) A completed **Contractor's Undertaking For Provision Of Insurance** form;

- i) A completed **List of Sub-Contractors** form;
- j) Sufficient **Bid Deposit**;
- k) **Agreement to Bond/Letter of Credit**;
- l) Signed copies of any **Addenda** that have been issued.

If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.

## **12. TENDER EVALUATION**

TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

- a) TENDER quality: including organization, clarity, completeness, content and presentation;
- b) BIDDER experience in similar or related projects as well as their experience with government bodies.

## **13. ACCEPTANCE OF TERMS**

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

## **14. REQUIREMENTS AT TIME OF EXECUTION**

Subject to an award of the TENDER by The Corporation of the County of Prince Edward, the Bidder is required to submit the following documentation in a form satisfactory to The Corporation of the County of Prince Edward for execution within ten (10) days after being notified in writing to do so by The Corporation of the County of Prince Edward:

- a) Certificate of Clearance from Workers Compensation Board;
- b) 100% Performance Bond and 100% Labour and Materials Bond or alternate security as provided by the County's Standard Terms and Conditions of this Contract.
- c) Evidence of General Liability, Automobile, Equipment, Public Liability and Damage insurance.

**If any of the TENDER and deposit requirements have not been met, the TENDER will be rejected.**

**The Corporation of the County of Prince Edward has the right to accept a TENDER and waive what it considers to be minor deviances from the mandatory requirements and acceptable format.**

## STANDARD TERMS AND CONDITIONS

### 1. ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavor to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the Contractor to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
  - i) **The Purchase Order and/or Supply Contract;**
  - ii) **The TENDER;**
  - iii) **And the SUPPLIER'S TENDER.**
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, THAT THE tender REPRESENTING THE LOWEST total acquisition cost WILL BE SELECTED OR PREFERRED. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in this TENDER.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITIES sole and unfettered discretion, if in so doing, the best interest of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All TENDERS shall be irrevocable for one hundred twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS. The tender award will be subject to receipt of all necessary approvals by the County.

- h) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
  
- i) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
  
- j) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
  
- k) The MUNICIPALITY reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the MUNICIPALITY reserves the right to consider, some or all of the following factors:
  - 1. the general reputation of the Contractor;
  - 2. any prior experience the County has had with the Contractor;
  - 3. the financial status and strength of the Contractor;
  - 4. the previous experience of the Contractor in this area;
  - 5. any previous experience between the Contractor and other municipalities;
  - 6. the proposed schedule of the Contractor;
  - 7. the Owner's determination of the ability of the Contractor to deliver the work to quality and standards required and within the time frames and in the quantities; and
  - 8. any other factors that the Owner believes reasonably impact on the Contract and the ability to complete the Contract to the full satisfaction of the Owner.
  
- l) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and

every Contractor, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this Contract.

## **2. PURCHASING BY-LAW**

- a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITIES Purchasing By-Law and Procedures (copy available upon request). By submitting a TENDER each BIDDER agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this TENDER. A copy of The Corporation of the County of Prince Edward's Purchasing By-law can be retrieved from the County's web-site: [www.pecounty.on.ca](http://www.pecounty.on.ca).
- b) No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advise or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

## **3. BIDDER ELIGIBILITY**

- a) BIDDERS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY.
  - i) proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
  - ii) proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
  - iii) adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;
  - iv) evidence of sufficient general liability and up-to-date clearance issued by the W.S.I.B. (Workers Safety Insurance Board).
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.
- c) This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

#### **4. ASSIGNMENT**

- a) The Contractor shall not assign the CONTRACT (or any portion of it) without the proper written consent of the MUNICIPALITY.
- b) It is understood and agreed that the BIDDER will be an independent Contractor and that all services will be performed by the employees or agents of the Contractor. Sub-contracting agreements made by the Contractor will not release the Contractor from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium TENDERS must have one prime Contractor who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Contractor's partners, SUB-CONTRACTOR or suppliers in the event the prime Contractor defaults on its responsibilities. The prime Contractor must communicate such to its partners, SUB-CONTRACTORS and suppliers. The prime Contractor must also provide the MUNICIPALITY with a written statement outlining function components that the sub-Contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-CONTRACTORS.

#### **5. INDEMNIFICATION**

- a) The Contractor agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the Contractor also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT, MATERIAL AND/OR SERVICES to be performed or rendered by the Contractor, pursuant to the CONTRACT.
- b) The Contractor shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the equipment, material (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

#### **6. CHARACTER OF WORKERS**

- a) The reference to "workers" refers to workers of the Contractor and its SUB-CONTRACTORS (if any), and includes Corporate Officers.

- b) The Contractor agrees to employ only orderly, competent, and skillful workers. Whenever the MUNICIPALITY informs the Contractor in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

## **7. PROJECT SITE WORKING CONDITIONS**

It is the BIDDER'S responsibility to investigate the sites and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

## **8. PATENTS AND COPYRIGHTS**

- a) The Contractor shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the EQUIPMENT, MATERIAL (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The Contractor shall pay all royalties and patent license fees required for the EQUIPMENT, MATERIAL.

## **9. ERRORS AND OMISSIONS OF THE CONTRACTOR**

Errors, mistakes, or omissions made by the Contractor, its agents, employees, or workmen shall be rectified by the Contractor at its sole expense.

## **10. QUANTITIES**

- a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

## **11. DISCLOSURE**

- a) Submissions of TENDERS as a result of this TENDER are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- b) Release of information contained in the TENDER may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.



- c) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- d) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

## 12. WITHDRAWAL OR QUALIFYING OF TENDERS

- a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and submit via email to [purchasing@pecounty.on.ca](mailto:purchasing@pecounty.on.ca) to the attention of Amanda Carter, Director of Finance.
- b) The addenda submission shall include the following information: BIDDER'S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.
- c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outlined below.
- d) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.
- e) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be submitted via email to [purchasing@pecounty.on.ca](mailto:purchasing@pecounty.on.ca) to the attention of Amanda Carter, Director of Finance. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

## 13. CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT, MATERIAL AND/OR SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the SUPPLIER shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the Contractor for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the Contractor fails or neglects to comply with any condition outlined in the CONTRACT,

the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

#### **14. LAWS AND REGULATIONS**

The Contractor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The Contractor shall be responsible for ensuring similar compliance by its suppliers and SUB-CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

#### **15. DEFAULT BY CONTRACTOR**

- a) If the Contractor commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the Contractor fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities related to the EQUIPMENT, MATERIAL AND/OR SERVICES; or fails to prosecute the EQUIPMENT, MATERIAL AND/OR SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective EQUIPMENT, MATERIAL AND/OR SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the Contractor, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
  - i) withhold any further payment to the Contractor until the completion of the MATERIAL OR SERVICES and the expiry of all obligations under the CONTRACT; and
  - ii) recover from the Contractor any loss, damage and expense incurred by the MUNICIPALITY by reason of the SUPPLIER'S default (which may be deducted from any monies due or becoming due to the Contractor).

#### **16. SAMPLES**

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of TENDERS, they shall be delivered within three (3)

working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the BIDDER'S expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Contractor from its obligations under the CONTRACT.

## 17. **ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS**

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this TENDER. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this TENDER, the information contained in the TENDER is supplied solely as a guideline for BIDDERS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

## 18. **AT TIME OF CONTRACT EXECUTION**

### i) **Workplace Safety & Insurance Board**

Before the execution of the Contract, and before receiving payments, the BIDDER shall submit a declaration stating that the Contractor has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board. Prior to commencement of work the Contractor must provide: proof of a WSIB Clearance Certificate (any default in coverage will automatically terminate the working relationship between the Contractor and the County), a complete breakdown of TENDER prices for individual sub-trades and/or major portions of the work, and a schedule of work with expected completion date.

### ii) **General Liability Insurance**

Prior to commencement of work the Contractor must provide proof of \$5,000,000.00 General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. The policy shall include a cross-liability provision in favour of The Corporation of the County of Prince Edward. The Corporation of the County of Prince Edward and The Greer Galloway Group must be shown as additional insured on the policy.

### iii) **Automobile/Equipment Insurance**

The Contractor will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, automobile/equipment insurance coverage naming The Corporation of the County of Prince Edward and The Greer Galloway Group as an insured, including a cross-liability provision in favour of

The Corporation of the County of Prince Edward, against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Five Million Dollars (\$5,000,000.00) in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the Contract.

**Note:** The Contractor shall forward with the executed contract documents a certified copy of the policy or certificate thereof to the Engineer for approval before the Contract is executed by the Municipality. The Certificate of Insurance shall provide for 30 days written notice to the Municipality of any intent to cancel the Insurance Policy.

Should the Contractor fail to take out satisfactory policies and to maintain them until the final completion and taking over of the work by the Owner, then the Owner itself may take out the proper policies at the expense of the Contractor.

## 19. BID DEPOSIT

Contractors shall submit with the Tender a Bid Deposit in the form of Cash, a Certified Cheque, Bank Draft, Money Order or Bid Bond made payable to The Corporation of the County of Prince Edward. The Corporation of the County of Prince Edward reserves the right to retain the number of Bid Deposits it deems necessary until the Contract award is made. The Bid Deposit of the winning tender will be kept until delivery, satisfaction and final acceptance has been met to the approval of The Corporation of the County of Prince Edward. The proceeds of this Bid Deposit shall, upon acceptance of the Tender, constitute a deposit, which shall be forfeited to the Corporation of the County of Prince Edward if the Contractor fails to file, with the Corporation of the County of Prince Edward.

The Tender must be accompanied by Cash, a Certified Cheque, Bank Draft, Money Order or Bid Bond to be used as a Bid Deposit in accordance with the following:

<u>Total Amount of Bid</u>	<u>Minimum Deposit Required</u>
\$ 50,000.00 or less	\$ 1,000.00
\$ 50,000.01 to \$99,999.99	\$ 5,000.00
\$100,000.00 to \$249,999.99	\$ 10,000.00
\$250,000.00 to \$499,999.99	\$ 25,000.00
\$500,000.00 to \$999,999.99	\$ 50,000.00
\$1,000,000.00 and over	\$ 100,000.00

## 20. AGREEMENT TO BOND AND PERFORMANCE BONDING

The tender documents must include the following:

An Agreement to Bond OR a completed Performance Bond and Labour and Material Bond each in the amount of 100% of the total Contract Tender amount. If an Agreement to Bond is provided then the completed Performance Bond and Labour and Materials Bond shall be provided within ten (10) days from the date of Acceptance of the Tender from the successful Contractor. The Contractor must obtain and submit a Performance Bond and Labour and Materials Bond signed by

a Surety Company, satisfactory to the Corporation of the County of Prince Edward upon execution of the Contract.

## **21. HEALTH AND SAFETY REQUIREMENTS**

The Contractor will be required to comply with the following Health and Safety requirements prior to the Preconstruction Meeting with the County:

a) The Contractor is to provide signed copies of the following:

1. “CONTRACTORS ACKNOWLEDGEMENT OF HEALTH AND SAFETY POLICY REQUIREMENTS”, (form in the Tender documents)
2. The Contractor’s Health and Safety Policy
3. “CONTRACTORS ACKNOWLEDGEMENT OF TRAFFIC CONTROL”, (form is in the Tender documents)
4. Current WSIB Clearance Certificate
5. Ministry of Labour “Notice of Project”
6. Ministry of Labour “Registration of Constructors and Employees Engaged in Construction”
7. Up to date liability insurance certificate (Company listed as certificate holder with a minimum 5 million coverage and coinsure PEC and GGG with 30 day written cancellation notice)
8. MSDS for any WHMIS controlled products

b) The Contractor is advised of the following:

1. All occupational injuries that occur on County property must be reported immediately to the County Project Coordinator.
2. Contractor to notify Emergency Services that may be affected ie. Police, Fire, Ambulance, School Board, etc.
3. It is the Contractor’s responsibility to ensure that their employees, subcontractors and others on the site possess and use all the required PPE for their work.
4. The County will forward a copy of their Equipment Lockout Policy/Procedure to the Contractor (if applicable).

## **22. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

## AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN: \_\_\_\_\_

hereinafter called the “Contractor”

THE PARTY OF THE FIRST PART

- AND -

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

Hereinafter called the “Owner”

THE PARTY OF THE SECOND PART

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

### DESCRIPTION OF THE WORK:

This Contract is called for the reconstruction of Main Street, generally from Bridge Street to Spencer Street, having an approximate length of 950m. The project limits shall commence at or around Bridge Street. Typical works shall involve the removal / disposal and replacement of asphalt, concrete curb, concrete sidewalk, underground sanitary sewer main, new (future use) sanitary forcemain, underground storm sewer main, concrete structures associated with underground infrastructure, watermain, roadway excavations (earth and rock), granular road base construction, hot mix paving, roadway pavement markings, new left turn lane at PEC Memorial Hospital, street lighting, appurtenances and associated works as necessary to complete the work.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement and completed prior to November 18<sup>th</sup>, 2022.

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

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

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

Picton Main Street Reconstruction Tender  
PEC-INI-0042-2022

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

**SIGNED and SEALED by the Contractor** ( \_\_\_\_\_ )

**In the presence of** ( \_\_\_\_\_ )

**SIGNED and SEALED by the Purchaser** ( \_\_\_\_\_ )  
**(Mayor, Steve Ferguson**

**In the presence of** ( \_\_\_\_\_ )  
**(Clerk, Catalina Blumenberg**



**MEMORANDUM OF AGREEMENT**

I, We, \_\_\_\_\_, the undersigned hereby acknowledge and agree

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Authorized Corporation of the County of Prince Edward Representative)

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**



that period, without notice, accept this tender whether any other tender had been previously accepted or not.

7. Attached to this Tender is a certified cheque or Bid Bond in the amount specified in the “Bid Deposit” section made payable to the Owner, the proceeds of which shall be forfeited to the Owner if I/WE fail to file with the Owner the completed Performance and Labour and Material Bond specified in the “Bid Deposit” section and an executed form of Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this tender by the Corporation.
8. I/WE hereby agree that the Owner may reject any or all Tenders without explanation and the lowest Tender will not necessarily be accepted.
9. I/WE hereby agree that if this Tender is withdrawn by the undersigned before the Contract is executed by the successful tenderer or before a period of One hundred twenty (120) days commencing on the Date of Closing of Tenders, whichever event first occurs, the amount of deposit accompanying this Tender shall be forfeited to the Owner.
10. I/WE hereby agree that notification of acceptance of this tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.
11. I/WE hereby agree that the work specified in the contract will be performed in strict accordance with the Special Provisions, Plans, Standard Specifications and General Conditions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Contact Person – Please Print

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)

## **SCHEDULE OF ITEMS & PRICES**

The Contractor hereby offers to complete the work specified for Contract No. PEC-INI-0042-2022 for the following unit prices.

The Owner reserves the right to delete any part without cost to the Owner when it is deemed in the best interest of the Owner to do so. The Owner reserves the right to select the lowest Total Cost after deletion of parts when the Owner's budget does not allow completion of all work tendered. Lowest or any tender not necessarily accepted.

See following four (4) pages:

Insert and rotate table for clarity.

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**

ITEM	OPSS	DESCRIPTION	UNIT	QTY.	UNIT COST	COST
		<b>ROAD / SURFACE WORKS</b>				
1	-	INSURANCE AND BONDING	L.S.	1		
2	-	MOBILIZATION/DEMobilIZATION	L.S.	1		
3	-	BUILDING CONDITION SURVEY	L.S.	1		
4	543	TRAFFIC CONTROL – SOUTH LIMITS TO PAUL STREET	L.S.	1		
5	543	TRAFFIC CONTROL – PAUL STREET TO JOHNSON STREET	L.S.	1		
6	543	TRAFFIC CONTROL – JOHNSON STREET TO NORTH LIMITS	L.S.	1		
7	-	DUST CONTROL	L.S.	1		
8	805	ENVIRONMENTAL PROTECTION	L.S.	1		
9	510	REINSTATEMENT OF MISCELLANEOUS OBJECTS	L.S.	1		
10	-	AS BUILT DOCUMENTATION	L.S.	1		
11	-	EXCESS SOIL MANAGEMENT - SITE A	L.S.	1		
12	-	EXCESS SOIL MANAGEMENT - SITE A - SHALLOW	Tonne	1,500		
13	-	EXCESS SOIL MANAGEMENT - SITE A - DEEP	Tonne	1,100		
14	-	EXCESS SOIL MANAGEMENT - SITE B	L.S.	1		
15	-	EXCESS SOIL MANAGEMENT - SITE B - SHALLOW	Tonne	14,700		
16	-	EXCESS SOIL MANAGEMENT - SITE B - DEEP	Tonne	12,900		
17	-	DEWATERING - SITE A	L.S.	1		
18	-	DEWATERING - SITE B	L.S.	1		
19	510	REMOVAL AND DISPOSAL: MISCELLANEOUS	L.S.	1		
20	510	REMOVAL: HOSPITAL SIGNAGE	L.S.	1		
21	510	REMOVAL AND DISPOSAL: ROCK	m <sup>3</sup>	500		
22	314, 501, 1010	REMOVAL AND DISPOSAL: ASPHALT (<75mm)	m <sup>2</sup>	5,500		
23	314, 501, 1010	REMOVAL AND DISPOSAL: ASPHALT (<200mm)	m <sup>2</sup>	8,500		
24	206, 314, 501, 1010	GRANULAR B: ROAD	tonne	10,000		
25	206, 314, 501, 1010	GRANULAR A	tonne	7,000		
26	310	ASPHALT TACK COAT	m <sup>2</sup>	13,000		
27	308, 310, 1150	ASPHALT: BASE COURSE	tonne	3,240		
28	308, 310, 1150	ASPHALT: SURFACE COURSE	tonne	1,440		
29	308, 310, 1150	ASPHALT: MISCELLANEOUS	tonne	203		
30	351	SIDEWALK	m <sup>2</sup>	3,052		
31	351	PEDESTRIAN RAMP WITH TACTILE PLATES (SET)	Set	20		
32	351	PEDESTRIAN CROSSING – PATTERNED CONCRETE	m <sup>2</sup>	25		
33	353	CONCRETE CURB AND GUTTER	m	2,050		
34	-	SUBDRAIN	m	2,050		
35	802, 803	TOPSOIL AND SOD	m <sup>2</sup>	4,000		
36	710	PAVEMENT MARKINGS	L.S.	1		
<b>SUBTOTAL:</b>						

ITEM	OPSS	DESCRIPTION	UNIT	QTY.	UNIT COST	COST
		<b>SANITARY WORKS</b>				
37	-	CONNECTION TO EXISTING SANITARY SEWER	ea.	7		
38	410	200mm SANITARY SEWER	m	210		
39	410	250mm SANITARY SEWER	m	205		
40	410	300mm SANITARY SEWER	m	75		
41	410	375mm SANITARY SEWER	m	45		
42	410	450mm SANITARY SEWER	m	335		
43	410	525mm SANITARY SEWER	m	160		
44	410	525mm SANITARY SEWER: PRESSURE PIPE	m	160		
45	410	SANITARY FORCEMAIN	m	465		
46	407	1200mm SANITARY MAINTENANCE HOLE	ea.	13		
47	407	1500mm SANITARY MAINTENANCE HOLE	ea.	2		
48	407	MAINTENANCE HOLE SAFETY PLATFORM (MH758)	ea.	1		
49	407	MAINTENANCE HOLE DROP STRUCTURE (MH758)	ea.	1		
50	410	SANITARY SEWER SERVICE: 125mm	m	520		
51	409	CCTV OF SANITARY SEWER	m	1,030		
				<b>SUBTOTAL:</b>		
ITEM	OPSS	DESCRIPTION	UNIT	QTY.	UNIT COST	COST
		<b>STORMWATER WORKS</b>				
52	410	300mm STORM SEWER	m	360		
53	410	375mm STORM SEWER	m	55		
54	410	450mm STORM SEWER	m	175		
55	410	525mm STORM SEWER	m	65		
56	410	600mm STORM SEWER	m	140		
57	410	675mm STORM SEWER	m	60		
58	407	1200mm MAINTENANCE HOLE	ea.	5		
59	407	1500mm MAINTENANCE HOLE	ea.	1		
60	407	1500mm CATCH BASIN MAINTENANCE HOLE	ea.	8		
61	407	1800mm DOUBLE CATCH BASIN MAINTENANCE HOLE	ea.	1		
62	407	CATCH BASIN: SINGLE	ea.	21		
63	407	CATCH BASIN: DOUBLE	ea.	3		
64	409	CCTV OF STORM SEWER	m	855		
				<b>SUBTOTAL:</b>		



ITEM	OPSS	DESCRIPTION	UNIT	QTY.	UNIT COST	COST
	<b>LANDSCAPING / STREETScape ELEMENTS</b>					
93	-	STREET LIGHTING: GROUND MOUNTED	ea.	12		
94	-	STREET LIGHTING: GROUND MOUNTED (DIRECT BURY)	ea.	1		
95	-	STREET LIGHTING: UTILITY POLE MOUNTED	ea.	5		
96	-	STREET LIGHTING: WIRING (COMPLETE)	m	520		
97	-	PAUL STREET: DUCTS	m	85		
98	-	BRIDGE STREET: DUCTS	m	95		
99	-	ARENA PEDESTRIAN CROSSING: DUCTS	ea.	20		
100	-	PAUL STREET: HAND WELLS	ea.	6		
101	-	BRIDGE STREET: HAND WELLS	ea.	6		
102	-	ARENA PEDESTRIAN CROSSING: HAND WELLS	ea.	2		
103	-	BRIDGE STREET ISLAND: TEMPORARY WORKS	L.S.	1		
104	See Arborist Report	REMOVE TREE #9 - Norway Maple (375mm dia.)	L.S.	1		
105	See Arborist Report	REMOVE TREE #11 - Green Ash (460mm dia.)	L.S.	1		
106	See Arborist Report	REMOVE TREE #12 - Sugar Maple (150mm dia.)	L.S.	1		
107	See Arborist Report	REMOVE TREE #15 - Norway Maple (40mm dia.)	L.S.	1		
108	See Arborist Report	REMOVE TREE #23 - Sugar Maple (840mm dia.)	L.S.	1		
109	-	TREE PLANTING	ea.	5		
110	-	TREE PROTECTION	L.S.	1		
				<b>SUBTOTAL:</b>		
ITEM	OPSS	DESCRIPTION	UNIT	QTY.	UNIT COST	COST
	<b>OTHER WORKS (PROVISIONAL)</b>					
111	-	CONSTRUCTION INFORMATION SIGNAGE (PROVISIONAL)	ea.	3		
112	510	REMOVAL AND DISPOSAL: ROAD BASE (PROVISIONAL)	m <sup>3</sup>	8,100		
113	-	REMOVAL AND DISPOSAL: PIPE REMOVAL (PROVISIONAL)	m	1,900		
114	-	GROUTING OF EXISTING PIPES (PROVISIONAL)	m	1,900		
115	441 / 410	200mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	m	210		
116	441 / 410	250mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	m	205		
117	441 / 410	300mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	m	75		
118	441 / 410	375mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	m	45		
119	441 / 410	450mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	m	335		
120	441 / 410	SANITARY SEWER SERVICE: 150mm (PROVISIONAL)	ea.	1		
121	441 / 410	SANITARY SEWER SERVICE: 200mm (PROVISIONAL)	ea.	1		
122	-	CLAY TRENCH SEAL (PROVISIONAL)	ea.	5		
123	-	GROUNDING PLATE (PROVISIONAL)	ea.	52		
124	-	AIR RELEASE CHAMBER AND VALVE (PROVISIONAL)	ea.	1		
				<b>SUBTOTAL:</b>		



**REFERENCE INFORMATION**

**BIDDERS are required to provide three (3) references listing contracts similar in nature and size to the project described in this TENDER; undertaken within the past three (3) years.**

1) NAME (Company/Government Agency) \_\_\_\_\_

Contract Description \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address (if available): \_\_\_\_\_

Number of Years at Location: \_\_\_\_ Value of Contract: \$ \_\_\_\_\_

2) NAME (Company/Government Agency) \_\_\_\_\_

Contract Description \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address (if available): \_\_\_\_\_

Number of Years at Location: \_\_\_\_ Value of Contract: \$ \_\_\_\_\_

3) NAME (Company/Government Agency) \_\_\_\_\_

Contract Description \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address (if available): \_\_\_\_\_

Number of Years at Location: \_\_\_\_ Value of Contract: \$ \_\_\_\_\_

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

\_\_\_\_\_  
Company/BIDDER

\_\_\_\_\_  
Authorized Signature

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**

**CONTRACTOR'S ACKNOWLEDGEMENT OF TRAFFIC CONTROL**

As required herein I/We, the undersigned agree to provide all traffic control as required in accordance with the Ontario Traffic Manual, Temporary Conditions, Book 7 and related safety acts for all work on all roads as required in this Contract.

---

CONTRACTOR'S NAME (PLEASE PRINT)

---

SIGNATURE

---

DATE

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**

**CONTRACTOR'S ACKNOWLEDGEMENT OF HEALTH AND SAFETY  
POLICY REQUIREMENTS**

As required herein I/We, the undersigned agree to provide all health and safety as required in accordance with MOL and related safety acts for all work on all roads as required in this Contract.

---

CONTRACTOR'S NAME (PLEASE PRINT)

---

SIGNATURE

---

DATE

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**

**CONTRACTOR'S ACKNOWLEDGEMENT OF ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) ACCESSIBLE CUSTOMER SERVICE TRAINING**

Company Name: \_\_\_\_\_

I acknowledge that all staff employed by \_\_\_\_\_ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a Service Ontario video/ on-line training course outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**

**CONTRACTOR’S UNDERTAKING FOR PROVISION OF INSURANCE**

As required herein I/We, the undersigned agree and covenant to forthwith provide the Municipality with written notice of any lapse, alteration or cancellation, or receipt of any notice of pending lapse, alternation or cancellation thereof, of any policy of insurance provided to the Municipality as required in this contract.

---

CONTRACTOR’S NAME (PLEASE PRINT)

---

SIGNATURE

---

DATE

**(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**



**AGREEMENT TO BOND**

OBLIGEE: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

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

\_\_\_\_\_

**in a bonding totaling One Hundred Percent (100%) of the Contract amount and conforming to the Instruments of the Contract attached hereto for the full and due performance of the works shown as described herein if the Tender for CONTRACT NO. PEC-INI-0042-2-22 for The Corporation of the County of Prince Edward is accepted by the above named obligee.**

**It is a condition of this Agreement that if the above-mentioned Tender is accepted, application for a Performance and Labour and Material Bond must be completed with the undersigned within ten (10) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.**

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**Name of Bonding Company**

\_\_\_\_\_  
**Signature of Authorized Person  
Signing for Bonding Agency**

\_\_\_\_\_  
**Position**

**(Company Seal)**

**(THIS FORM OR EQUIVALENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)**

**SAMPLE PERFORMANCE AND LABOUR AND MATERIAL BOND**

Bond No. \_\_\_\_\_ Amount \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ hereinafter called the “Principal” and

\_\_\_\_\_ hereinafter called the “Surety”, are

jointly and severally held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ hereinafter called the “Obligee”, each

in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

of lawful money of Canada, to be paid to the said Obligee or to its successors or assigns, for which payment will and truly be made, we jointly and severally bind ourselves, and each of our several and respected heirs, executors, administrators and successors, and every one of them forever, firmly by these presents.

SEALED with our several and respective seals.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

in the year of our Lord, two thousand and twenty-one.

WHEREAS by a certain Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Principal has contracted and agreed with the said Obligee to in the said Agreement and in the Tender, Articles of Agreement, Plans, Profiles and Specifications annexed to or forming part of the said Agreement, more particularly mentioned and described, all of which are herein called the Contract, at the price and upon the terms and conditions as in the Contract more fully set forth having been required to furnish good and sufficient security for the due and proper fulfillment of the contract, the Surety has consented to become such security, and to execute these Presents.

NOW THE CONDITION of the above obligation is such that if the Principal shall well, truly and faithfully, in all respects, perform, execute and carry out the Contract, and all the terms and conditions thereof to the satisfaction of the said Obligee and shall maintain and keep in good working order and complete repair the whole of the work performed under the Contract, including any extra work which may be ordered pursuant thereto, for the period in the contract mentioned, and shall then forthwith hand over the same to the Obligee completed and in perfect order and repair, as in the Contract provided, and shall at all times indemnify and keep indemnified the Obligee and all the Officers, servants and agents thereof from all loss, damage, expense, suits, claims, liens and demands arising out of the Contract or incurred by reason of the execution of the said work, or the supply of material therefore, according to the terms of the Contract, then this obligation shall be null and void, but otherwise shall be and remain in full force and virtue.





## **SPECIAL PROVISIONS**

### **1. SCOPE OF WORK**

*This Contract is called for the reconstruction of Main Street, generally from Bridge Street to Spencer Street, having an approximate length of 950m. The project limits shall commence at or around Bridge Street. Typical works shall involve the removal / disposal and replacement of asphalt, concrete curb, concrete sidewalk, underground sanitary sewer main, new (future use) sanitary forcemain, underground storm sewer main, concrete structures associated with underground infrastructure, watermain, roadway excavations (earth and rock), granular road base construction, hot mix paving, roadway pavement markings, new left turn lane at PEC Memorial Hospital, street lighting, appurtenances and associated works as necessary to complete the work.*

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

### **2. DEFINITION OF OWNER AND ENGINEER**

Wherever the word "Owner", "Corporation", "Municipality", or "Township" appears in this Contract, it shall be interpreted as meaning the Corporation of the County of Prince Edward.

Wherever the word "Engineer" or "Contract Administrator" appears it shall be deemed to mean The Greer Galloway Group, as their interests may apply.

### **3. GOVERNMENTAL REQUIREMENTS**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

### **4. NOTICE TO CONTRACTORS - EMPLOYMENT**

The Contractor and any Sub-Contractor of the Contractor will, respective of the construction to be carried out under this contract,

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

## **5. PAYMENT OF WORKERS**

The Contractor shall pay all non-skilled workers employed by him/her at the site of the work a wage that shall be the Ministry of Labor's current Fair Wage Scale for Roads and Structures.

In the event the Contractor assigns the performance of any of his/her obligations at the site of the work to a sub-contractor, then any such assignment of work to a sub-contractor shall contain a provision obligating the sub-contractor to abide by the provisions of the preceding paragraph with respect to non-skilled workers employed by him/her at the site of the work.

## **6. GUARANTEED MAINTENANCE**

Section GC7.15.02 of the General Conditions is amended as follows:

The Contractor shall maintain the works and every part thereof in such condition as will meet the approval of the Engineer for a period of twenty-four (24) months from the date of substantial completion, ordinary wear and tear excepted.

A maintenance security of 2.5% of the total value of work will be held by the Owner until the expiration of the maintenance period. At this time, the Owner will release the maintenance security, less any monies owed to the Contractor, as a result of the Owner making repairs or correcting deficiencies the Contractor failed to correct. The Contractor shall make good, at his own expense in a permanent manner, satisfactory to the Engineer, any imperfections that may appear or defects that may be discovered in the works due to materials and/or workmanship during the said period as determined by the Engineer. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Owner.

GC 8.03.03 shall be amended as follows:

GC 8.02.01.04 shall replace 30 with 28

GC 8.02.03.03, GC 8.02.03.04.04, GC 8.02.03.07.03 shall replace 46 with 61

GC 8.02.03.05.03, GC 8.02.02.09.01, GC 8.02.02.10 and GC 8.02.02.12 shall replace 30 with 28

## **7. ENVIRONMENTAL CONSIDERATIONS**

It is intended that the works proposed be executed in a manner, which to the fullest possible extent minimizes any adverse effects 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 the responsibility of the Contractor to ensure that all of his personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental impact.

The Contractor shall confine his operations within the limits of the project. All activities shall be confined to the areas requiring actual construction as per the project plans. If additional areas are required by the Contractor for storage, or for other construction purposes, the Contractor may obtain such additional area by agreement with the proprietor of the property, without additional cost to the Owner. The Contractor shall provide, to the Engineer, a certified copy of all agreements for the use

of private property. The contractor shall pay for all rentals and costs of repairs, where necessary, in connection with the use of private property.

The entire site shall be restored to a state equal to or better than original conditions.

The Contractor is to provide a release of liability form signed by the owner of the property prior to the completion of the contract.

## **8. RESTORATION OF WORK AREAS**

Unless construction or restoration of all work areas are included in the contract under specific tender items, the Contractor shall restore all work areas to their previous condition to the satisfaction of the Engineer (i.e. Grass areas will be sodded, paved areas will be asphalted, etc.). No additional compensation will be allowed for this restoration.

## **9. PROPERTY BARS**

The Contractor shall protect all property bars during construction. Prior to the acceptance of the work by the Owner, the Contractor, at his/her own expense, shall have an Ontario Land Surveyor replace any bars that were destroyed or disturbed during construction.

## **10. CO-ORDINATION OF MEETINGS**

The Contractor shall attend such meetings with Municipal and Utility Company Authorities as may be required by the Engineer to co-ordinate services affected by the Contract.

## **11. INSURANCE, PROTECTION AND DAMAGE**

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

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

## 12. MANAGEMENT AND DISPOSAL OF EXCESS MATERIALS

**All excess material not required to complete the work shall be disposed of by the Contractor and the Contractor shall be responsible for all associated costs including regular sampling and analytical laboratory testing to ensure that the disposal of excess material is carried out in compliance with Province of Ontario regulations.**

The Contractor must make appropriate provisions (be it cost, scheduling or otherwise) for the management and disposal of excess material. The Contractor shall make themselves aware of all expectations and requirements in this regard.

The Province of Ontario's Management of Excess Soil – A guide for Best Management Practices; local Ministry of Environment office; or otherwise shall be consulted as necessary to ensure their requirements are satisfied as part of this work.

As part of its pre-engineering geotechnical study, the County has arranged for environmental investigation and analytical laboratory testing on certain soil samples taken from this proposed project. Documents summarizing the results of this investigation and testing are included as part of this tender document.

## 12. DEWATERING - GENERAL

Work under this contract shall include any dewatering required for construction of the works, performed in accordance with OPSS 517 and OPSS 518. Associated costs including permits shall be included under related items in the Contract.

Where dewatering specific line items are not provided, dewatering provisions shall be included in the line items that are provided and no additional claims shall be considered.

It is the contractor responsibility to reference any reports, local knowledge, or other sources to determine what if any dewatering might be required as part of their construction and dewatering plan.

No discharge to municipal storm sewer or adjacent watercourse will be permitted.

Dewatering in excess of 50,000 L/day requires a permit to take water.

**The outlet for any dewatering discharge to a municipal SANITARY system is to be approved in writing by the Municipality prior to commencing dewatering operations.**

All discharged water must fall within the allowable limits for the municipal wastewater treatment capacity both in volume and parameter concentrations. The Contractor shall provide a dewatering plan at the preconstruction meeting.

The Contractor shall ensure that sediment does not build up in the sewer. The sewer shall be cleaned as, both within the project limits and downstream, as may be necessary to the satisfaction of the County.

### **13. PREVENTION OF DAMAGE**

The failure of the Owner or their agent to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Owner or their agent does or does not order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his/her responsibilities under this contract.

### **14. PROTECTION OF EXISTING ELEMENTS AND PRIVATE PROPERTY**

The Contractor shall be responsible for the protection of all utilities, fences, mailboxes, signs, and other elements not designated for removal and the protection of private property at the job site during the time of construction. Storage of excavated materials shall be such that deposition onto private property will not take place without the necessary approvals.

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.

### **15. PROTECTION OF ADJACENT STRUCTURES**

The Contractor shall in the manner specified, sustain in their places and protect from injury any and all water or gas mains, public or private sewers or drains, conduits, service pipes, sidewalks, fences, retaining walls, curbs and all other structures or property in the vicinity of his work, whether over or underground, or which appear in the excavation and he shall assume all costs and expenses for damage which may be occasioned by injury to any of them. The support of any water mains shall be to the satisfaction of the Contract Administrator.

Before excavation commences, the Contractor shall have the location of all underground utilities staked out by the appropriate Utility Company. The location of utilities shown on the Contract Drawings (if any) is in accordance with the best information available but the Owner does not guarantee the accuracy or the completeness. It is the Contractor's responsibility to contact the various Utilities for further information.

### **16. DUST SUPPRESSION – AMMENDMENT TO OPSS 506**

OPSS 506, May 1994 - Construction Specification for Dust Suppressants is amended as follows;

#### **506.07 Construction**

Subsection 506.07.01 of OPSS 506 is amended by the addition of the following;

The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.

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

The means of dust suppression shall be consistent with the duration dust suppression is required and the environmental conditions at the time. For instance:

- The use of water shall only be for very short durations and multiple applications can be expected over the course of a single day.
- Calcium chloride (either flake or liquid form) shall be used to provide dust suppression for longer periods of time, is the preferred method of dust suppression and shall be used where dust suppression is required where water is not sufficient, including at the end of day and over weekends.
- Magnesium chloride may be used where very long periods of dust suppression is required and calcium chloride is not sufficient.

The Contractor is to allow for appropriate dust suppression based on their anticipated construction schedule, time of year, bridging of weekend or other work interruptions, sensitivity of surroundings and other relevant local conditions.

## **17. HAUL ROADS**

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

## **18. TRAFFIC CONTROL - GENERAL**

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

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

Temporary concrete barriers, flashing beacons, and temporary traffic control devices shall be installed and maintained to the satisfaction of the Contract Administrator during all shutdown times including evenings and weekends where an excavation is left open.

The Contractor shall follow the Ontario Traffic Manual (OTM) and shall be responsible for temporary lane closures.

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

Unless stated otherwise, at no time during the course of construction will the Contractor be permitted to close the road to access unless authorized in writing by the County. A minimum of one lane shall be kept open at all times unless authorization has been received by the Contractor. Access to all properties must be maintained throughout construction.

## **19. TRAFFIC CONTROL - FLAGGING**

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

Prior to construction, the Contractor shall submit to the Contract Administrator C.S.A. Ontario certificates for each flag person to be employed throughout the project duration.

## **20. PROTECTION OF PUBLIC TRAFFIC**

### **Construction Staging and Traffic Control / Protection Plan**

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

The County may post a selection of general information signage but all signage (be it detour or otherwise) required to safely construct and maintain traffic for the duration of the project is the responsibility of the Contractor.

### **Traffic Control General**

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

**Where full road closure is permitted, continuous pedestrian access MUST be maintained to all businesses, institutions and municipal buildings.**

Temporary concrete barriers, flashing beacons, and temporary traffic control devices shall be installed and maintained to the satisfaction of the Contract Administrator during all shutdown times including evening and weekends where an excavation is left open.

The contractor shall follow the Ontario Traffic Manual (OTM) and shall be responsible for temporary lane closures.

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

At no time during the course of construction will the Contractor be permitted to close the road to access unless authorize in writing by the Contract Administrator. A minimum of one lane shall be



kept open at all times unless authorization in writing, signed by the Contract Administrator, has been received by the Contractor. Access to all properties must be maintained throughout construction.

**Partial closure to vehicle traffic on Bridge Street will be permitted east of the Main Street intersection between the start of construction and May 20<sup>th</sup>, 2022 for the sewer main replacement.**

**Full closure to vehicle traffic on Main Street will be permitted between Bridge Street and Paul Street between the start of construction and May 20<sup>th</sup>, 2022. (\* This full closure is solely permitted to expedite construction in the interest of completion of this first section before the May long weekend.)**

**Partial closure to vehicle traffic on Main Street will be permitted between Paul Street and Spencer Street from May 24<sup>th</sup>, 2022 through construction completion. Partial closure shall maintain northbound traffic on Main Street and detour southbound traffic. Detours shall be generally in keeping with the detour routes illustrated in the Tender documents.**

**Only one detour shall be in place at a given time.**

**Prior to initiating a detour, any previous detoured road section shall have a paved surface up to but not necessarily including final surface course.**

Pedestrian access shall be maintained at all times.

### **Restriction on the Use of Construction Equipment and Unlicensed Vehicles**

Unlicensed vehicles and construction equipment, with the exception of rock trucks, shall not travel, work or stop within 4 m of a lane carrying traffic except where construction operations necessitate the working area be less than 4 m from the traffic in which case, the Contractor shall erect delineators along the edge of the travelled lane, in accordance with paragraph 01 of subsection GC7.06, Maintaining Roadways and Detours, of the OPS General Conditions of Contract. In no case shall the distance between traffic and working area be less than 1.5 m.

### **Granular Grade**

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

### **Open Excavations**

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

### **Location and Storage of Materials and Equipment**

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

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

### **Delivery and Trucking**

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

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

### **Roadside Garbage and Recycling**

Where regular garbage and recycling pick up is disrupted by the work the Contractor is responsible for its pick up and disposal on a similar schedule and level of service as would have otherwise been provided.

## **21. METRIC AND IMPERIAL SYSTEMS OF MEASUREMENT**

Quantities and dimensions referenced in the Special Provisions, Specifications and General Conditions shall be converted from one system of measurement to the other as required in order to complete the work.

Where a conflict occurs between imperial and metric quantities or dimensions, the Contract Administrator shall determine the appropriate system of measurement to be used.

In the event that a weigh scale is not available in the required metric or imperial units as designated for material to be weighed on this Contract, then the quantities so weighed on the scale supplied, shall be converted to the designated units by the Contract Administrator, for payment purposes. One conversion only shall be made at the end of each day; on the basis that one metric tonne is equivalent to 1.102 imperial tons.

Where conversion from one system of measurement to the other is required the Metric Practice Guide, standard CSA Z234.1-00 shall apply.

## **22. EROSION AND SEDIMENTATION CONTROL - GENERAL**

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

Where cut or fill slopes have been rough graded, the Contractor shall within 15 calendar days of this operation, trim these slopes. Within a further 15 calendar days from the completion of trimming, the Contractor shall apply the specified vegetative cover material as required, and when so permitted, elsewhere in the contract.

Where silt fence is placed, the Contractor shall place the bottom edge of the silt fence fabric below grade such that runoff will pass through the fabric, not under.

In areas where excavated materials are stored temporarily the Contractor shall prevent erosion of any material into watercourses, sewer systems or onto private property.

Prior to commencing any operations on the contract, the Contractor shall submit his proposed methods for controlling erosion and runoff to the Contract Administrator, if requested.

Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.

Where dewatering is required, dewatering effluent shall be discharged so as to prevent entry of sediment to watercourses.

The Contractor shall clean out all storm catch basin maintenance hole sumps upon completion of the construction works.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Contract Administrator.

## **23. LINES, LEVELS, AND GRADES**

Layout for the work on this contract shall be provided by the Contractor, in accordance with GC 3.05, GC 7.01, and the following:

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

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

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

withheld by the Owner from payments made to the Contractor, or otherwise collected by the Owner from the Contractor.

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

## **24. UTILITY INSTALLATION AND RELOCATIONS**

It is the Contractor's responsibility as "Constructor" under the provisions of the Occupational Health and Safety Act to co-ordinate the activities of all employers and workers operating within the contract limits to ensure that the requirements of the Occupational Health and Safety Act are satisfied. The Contractor shall ensure that each utility company operating within the contract limits is included in this process.

During the time of the utility work, the Contractor must vacate an area within a 30m radius of the actual work location for the duration of the utility work.

The Contractor must comply with the requirements of the utility companies with respect to protection of their facilities, in particular with regard to underground cables.

## **25. SPILLS REPORTING**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the MOE Spills Action Centre at 1-800-268-6060 and the Contract Administrator.

Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

All spills or discharges of liquid, other than accumulated rainwater from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, 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 MOE Spills Action Centre at 1-800-268-6060 and the Contract Administrator.

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

## **26. SCHEDULE OF WORK**

Upon award of this Contract, the Contractor shall prepare a "Contractor's Schedule of Work". The "Contractor's Schedule of Work" will be itemized, outlining the items to be scheduled by the Contractor. The Contractor shall complete and remit this Schedule to the Owner with the Contractor's signed Contract Documents for execution by the Owner.

The schedule of work shall:

- Include provision for delays associated with weather or other elements likely to affect the schedule;
- Be reasonable and attainable based on the resources the contractor is able to dedicate to completing the work;
- Not be used as a basis for determining the amounts of or validity of claims for extra fees associated with schedule overruns.
- Complete all construction prior to November 18<sup>th</sup>, 2022.

## **27. LIQUIDATED DAMAGES**

### **Fixed Completion Date and Charges**

#### **1. Time**

Time shall be the essence of this Contract.

#### **2. Progress of the Work and Time for Completion**

The Contractor shall establish and provide a schedule of work to the Contract Administrator at the pre-construction meeting.

Work on this Contract may commence after signing of the Contract agreement by the Municipality. The Contractor shall diligently prosecute his work on this Contract to ensure that all works are completed in a timely fashion.

If the time limit 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 and night 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.

No weekend work, or work on statutory holidays will be permitted unless otherwise stipulated in the contract and approved by the County. Extension of time allowed as per GC3.07, Extension of Contract Time, of OPS General Conditions of Contract. Hours of work shall be in accordance with the County of Prince Edward Noise Control Bylaw.

#### **3. Liquidated Damages**

It is agreed by the parties to the Contract that in the case that all the work called for under the Contract is not completed within the dates included, a loss or damage will be sustained by the

Owner. Since it is, and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by any reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$2,000** as liquidated damages for each and every calendar days delay in finishing the work in excess of the required completion dates prescribed herein. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion dates.

The Owner may deduct any amount under the above paragraph from any monies that may be due or payable to the contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to, and without prejudice to, any other remedy, action or other alternative that may be available to the owner.

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

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

## **28. EXTRA WORK**

The Contractor shall notify and receive approval from the Contract Administrator in writing before the commencement of any work that he considers extra work so that records may be kept. If notice is not given, it will be deemed that payment is included in the contract prices and no additional payment for extra work will be made.

Except in the most exceptional of circumstances, sufficient time is to be allowed for the notice to be received, considered and direction given by the Contract Administrator prior to proceeding with any work that might be claimed as extra. It is of the utmost importance that conditions that may result in claim for additional payment be brought to the attention of the Contract Administrator as soon as they are known.

Claimed rates shall not exceed OPSS 127 Schedule of Rental Rates for Construction Equipment.

Claims shall only be made for equipment and labour directly related to the additional work. No additional payment will be made for equipment, staff or otherwise that were not necessary to the completion of the work, not actively participating in the work or would be on site had the extra work not occurred.

Only time spent on site performing the work shall be claimed.

If the contractor proceeds with work that they plan to claim as extra work without prior approval the County's Contract Administrator, Inspector or Agent may acknowledge the work and agree to the time taken to complete the work as a matter of record without that acknowledgement being an acceptance or approval of the resulting claim.

Invoices for extra work shall be submitted as soon as possible after the completion of such work and in no case later than 30 days after the completion of the work in question.

Payment will be made on the next payment certificate after the approval of the Contractor's invoice. If extra work invoices and all required substantiation and support are not received within 30 days, it is deemed that the Contractor does not intend to charge for the work and no payment will be made.

## **29. OCCUPATIONAL HEALTH AND SAFETY- CONFINED SPACES**

The Contractor's attention is specifically directed to Section 119 of the OH&S Regulations for Construction Projects regarding requirements for working in confined spaces. All maintenance holes, catch basins and structures must be checked for the presence of gases prior to removal of covers and/or entering them.

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

## **30. ONTARIO PROVINCIAL STANDARDS**

The Ontario Provincial Standard Specifications (OPSS) form part of this contract, but are not reproduced herein. The contractor is responsible for obtaining and having on site, a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions and Tender Items will take precedence over the OPSS where a conflict arises. Applicable OPSS are identified for each Tender Item under the OPSS No. column of the Tender Item List. All Contractors proposing to bid on this contract will be required to obtain their own copies of the applicable OPSS Specifications and Standard Drawings, which will be in effect for this contract.

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) as well as MTO Standard Specifications and Standard Drawings, form part of this contract.

## **31. REGULATIONS OF PITS AND QUARRIES**

Bill 120, An Act to Regulate Pits and Quarries and to Provide for their Reconstruction is now in effect and shall be applicable in such parts of Ontario, as the Lieutenant Governor shall from time to time designate by Regulation. All costs related to work required under this specification will be

deemed to have been included in the appropriate tender items and no additional payment will be made.

### **33. FIELD LAYOUT**

The contractor is responsible for all field layout including setting all existing horizontal and vertical alignment control prior to the start work.

Prior to construction, the contractor is to review the details of how the layout is to be completed with the Contract Administrator to ensure that it is appropriate and consistent with the required work.

Where elements are to be reinstated to match existing, the Contractor is responsible for documenting the existing conditions and subsequent reinstatement.

All layout is to provide for positive drainage to a suitable outlet, without ponding, blockage or other encumbrances. This is to be confirmed before the construction of affected elements.

### **34. NOTIFICATION OF CONSTRUCTION ACTIVITIES**

Prior to and at various points during construction the contractor will be responsible for contacting the affected property owners, emergency services and other affected parties by written communication to advise the of the proposed construction work.

The Contractor shall also include notification the nature of the work; when a disruption will occur and for how long; and a Contractor contact that can be reached if additional information is required.

The Contractor shall proceed in such a manner as to minimize interruption to local residences. A copy of such notice must be approved by the Municipality prior to distribution.

### **35. PAYMENT ADJUSTMENT FOR CHANGES IN THE MINISTRY OF TRANSPORTATION'S PERFORMANCE GRADED ASPHALT CEMENT PRICE INDEX**

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's (MTO) performance graded asphalt cement price index unless the Contractor opts out by notifying the County in writing within 5 business days of receiving permission to start work. Once the Contractor has opted out of payment adjustments based on the index, the Contractor will not be permitted to opt back in. The price index will be published monthly by the MTO. The MTO price index will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-34 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades.

A payment adjustment per tonne of new asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than 10% from the price index for the month in which tenders were opened for the Contract. When the price index differential is less



than 10%, there will be no payment adjustment established for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to the hot mix tender items.

The payment adjustment per tonne will apply to the quantity of new asphalt cement in the hot mix accepted into the Work during the month for which it is established. However, a payment adjustment will not apply to paving work done after the approved time for completion of the Contract has expired, including the expiration of any extensions of time that have been granted.

The payment adjustment for the month will be calculated from the following formulae:

1. When PGAC price index the during the month paving occurs ( $I_p$ ) is greater than  $1.10 \times$  PGAC price index one month prior to the Tender opening ( $I_{TO}$ ), the Contractor receives additional compensation of:

$$PA = (I_p - 1.10 I_{TO}) \times \text{quantity of new asphalt cement in tonnes}$$

2. When PGAC price index the during the month paving occurs ( $I_p$ ) is less than  $0.90 \times$  PGAC price index one month prior to the Tender opening ( $I_{TO}$ ), the Owner receives a rebate of:

$$PA = (0.90 I_{TO} - I_p) \times \text{quantity of new asphalt cement in tonnes}$$

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity will be calculated using the hot mix quantity accepted into the Work and its corresponding asphalt cement content as required by the job mix formula except for mixes which contain reclaimed asphalt pavement.

For mixes which contain reclaimed asphalt pavement, the quantity of new asphalt cement will be determined from the difference between the asphalt cement content required by the job mix formula and the asphalt cement content of the reclaimed asphalt pavement incorporated into the hot mix, as calculated by the Contract Administrator.

For mix containing a liquid anti-stripping additive, the quantity of anti-stripping additive will be deducted from the quantity of new asphalt cement. No other deductions will be made for any other additives.

For progress payment purposes, payment adjustments will be made on the monthly progress payment certificates for the months in which hot mix paving occurs.

### **36. PAYMENTS**

Except as herein provided, payments under this Contract will be made in accordance with Section GC8.02.03 of the General Conditions. Notwithstanding the provisions of the General Conditions respecting certification and payment, the Owner may withhold  $2 \frac{1}{2}$  percent of the total value of work performed beyond the expiration of 60 days from the date of publication of the Certification of Substantial Performance, as maintenance security as provided below under the Contract. As a condition of holdback release the Contractor shall supply a Statutory Declaration as defined in GC8.02.03.05(b).

The Completion Payment Certificates will be issued within 88 days after the date of completion as specified under GC1.06. The date for interest due to late payment shall commence following 88 days after the date of completion of the work and delivery of a final proper invoice. As a condition of the final holdback payments, the Contractor shall provide the required Property Owner's Releases as specified elsewhere, as appropriate. The Contractor is advised that the Owner may withhold payment on Interim and Holdback Release Certificates up to 30 calendar days from the date of receipt of the executed Payment Certificates. In order to obtain a Certificate of Substantial Performance, the Contractor shall submit the following documentation: a) A release by the Contractor in a form satisfactory to the Owner releasing the Owner from all further claims to the Contract, qualified by stated exceptions where appropriate; b) A Statutory Declaration in a form satisfactory to the Owner that all liabilities incurred by the Contractor and the Contractor's sub-contractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate. c) A satisfactory Certificate of Clearance from the Worker's Safety and Insurance Board. The Contractor shall include in the Total Tender Price the publication cost of the Certificate of Substantial Performance. Publication is mandatory whether the Contractor requests Substantial Performance or not.

### **37. MUNICIPAL TREE POLICY**

The contractor shall ensure that protective measures are in place for all existing trees within the Municipal road allowance and all trees on adjacent property outside the road allowance that could be impacted by the proposed construction. The protective measures shall be in accordance with the Municipality's Tree Management And Preservation Policy. A copy of this Policy is available on the County Purchasing website at [www.thecounty.ca/purchasing](http://www.thecounty.ca/purchasing).

### **38. TENDER ITEM INTENT**

As it relates to removals, excavation, disposal and placement of new works, the following general comment is provided to explain the general intent of the work included under various line items:

- Road and infrastructure work naturally includes removals (and disposal) of various elements; and the placement of new.
- In some instances the removal and placement of new works are contained in a single line item. Where removals and new works are similar this is often the case.
- In some instances removals and placement of new works are separated despite there being similarities. For instance, the separation of asphalt or road base removal and placement allows the removal to be paid separately to the placement of new due to the time separation of the work.
- In some instances the removals are similar but portions of the work overlap with others and separation of portions of the work help improve the overall process (tracking quantities). For instance, paying granular A for road base, curb, subdrain and sidewalk by the tonne, separate to the respective main item allows tickets for all granular A brought to site to be collected and separate stockpiles are not required.

Note: Granular for pipe bedding is typically placed sufficiently separate to these other more closely occurring examples that it is not broken out separately.

Note: Where an element such as road, sidewalk or other granular is separated from other works, it becomes particularly important for the extent of the excavation to be monitored by the Contractor as payment for quantities placed beyond that which would be required to complete the work will not be permitted.

Where felt relevant for clarity, comment on the general intent of a tender item has been included in the respective item description.

**ITEM SPECIFIC SPECIAL PROVISIONS – TABLE OF CONTENTS**

ITEM 1. INSURANCE AND BONDING	59
ITEM 2. MOBILIZATION / DEMOBILIZATION	59
ITEM 3. BUILDING CONDITION SURVEY	60
ITEM 4. TRAFFIC CONTROL – SOUTH LIMITS TO PAUL STREET	61
ITEM 5. TRAFFIC CONTROL – PAUL STREET TO JOHNSON STREET	61
ITEM 6. TRAFFIC CONTROL – JOHNSON STREET TO NORTH LIMITS	61
ITEM 7. DUST CONTROL	62
ITEM 8. ENVIRONMENTAL PROTECTION	62
ITEM 9. REINSTATEMENT OF MISCELANEOUS OBJECTS	63
ITEM 10. AS BUILT DOCUMENTATION	63
ITEM 11. EXCESS SOIL MANAGEMENT – SITE A	66
ITEM 12. EXCESS SOIL MANAGEMENT – SITE A – SHALLOW	67
ITEM 13. EXCESS SOIL MANAGEMENT – SITE A – DEEP	67
ITEM 14. EXCESS SOIL MANAGEMENT – SITE B	67
ITEM 15. EXCESS SOIL MANAGEMENT – SITE B – SHALLOW	67
ITEM 16. EXCESS SOIL MANAGEMENT – SITE B – DEEP	68
ITEM 17. DEWATERING – SITE A	70
ITEM 18. DEWATERING – SITE B	70
ITEM 19. REMOVAL AND DISPOSAL: MISCELLANEOUS	70
ITEM 20. REMOVAL: HOSPITAL SIGNAGE	71
ITEM 21. REMOVAL AND DISPOSAL: ROCK	71
ITEM 22. REMOVAL AND DISPOSAL: ASPHALT (<75mm)	72
ITEM 23. REMOVAL AND DISPOSAL: ASPHALT (<200mm)	72
ITEM 24. GRANULAR B: ROAD	72
ITEM 25. GRANULAR A	73
ITEM 26. ASPHALT TACK COAT	73
ITEM 27. ASPHALT: BASE COURSE	74
ITEM 28. ASPHALT: SURFACE COURSE	74
ITEM 29. ASPHALT: MISCELLANEOUS	74
ITEM 30. SIDEWALK	75
ITEM 31. PEDESTRIAN RAMP WITH TACTILE PLATES (SET)	76
ITEM 32. PEDESTRIAN CROSSING – PATTERNED CONCRETE	76
ITEM 33. CONCRETE CURB AND GUTTER	77
ITEM 34. SUBDRAIN	77
ITEM 35. TOPSOIL AND SOD	78
ITEM 36. PAVEMENT MARKINGS	78
ITEM 37. CONNECTION TO EXISTING SANITARY SEWER	79
ITEM 38. 200mm SANITARY SEWER	80
ITEM 39. 250mm SANITARY SEWER	80
ITEM 40. 300mm SANITARY SEWER	80
ITEM 41. 375mm SANITARY SEWER	80
ITEM 42. 450mm SANITARY SEWER	80
ITEM 43. 525mm SANITARY SEWER	80

ITEM 44. 525mm SANITARY SEWER: PRESSURE PIPE	80
ITEM 45. SANITARY FORCEMAIN	81
ITEM 46. 1200mm SANITARY MAINTENANCE HOLE	82
ITEM 47. 1500mm SANITARY MAINTENANCE HOLE	82
ITEM 48. MAINTENANCE HOLE SAFETY PLATFORM (MH758)	82
ITEM 49. MAINTENANCE HOLE DROP STRUCTURE (MH758)	82
ITEM 50. SANITARY SEWER SERVICE: 125mm	83
ITEM 51. CCTV OF SANITARYSEWER	83
ITEM 52. 300mm STORM SEWER	84
ITEM 53. 375mm STORM SEWER	84
ITEM 54. 450mm STORM SEWER	84
ITEM 55. 525mm STORM SEWER	84
ITEM 56. 600mm STORM SEWER	84
ITEM 57. 675mm STORM SEWER	84
ITEM 58. 1200mm MAINTENANCE HOLE	84
ITEM 59. 1500mm MAINTENANCE HOLE	84
ITEM 60. 1500mm CATCH BASIN INLET MAINTENANCE HOLE	84
ITEM 61. 1800mm CATCH BASIN TWIN INLET MAINTENANCE HOLE	85
ITEM 62. CATCH BASIN: SINGLE	85
ITEM 63. CATCH BASIN: DOUBLE	85
ITEM 64. CCTV OF STORM SEWER	86
ITEM 65. WATER DISTRIBUTION SYSTEM – WORK PLAN	86
ITEM 66. CONNECTION TO EXISTING WATER MAIN: BRIDGE STREET #1	87
ITEM 67. CONNECTION TO EXISTING WATER MAIN: BRIDGE STREET #2	87
ITEM 68. CONNECTION TO EXISTING WATER MAIN: PAUL STREET	87
ITEM 69. CONNECTION TO EXISTING WATER MAIN: JOHNSON STREET	87
ITEM 70. CONNECTION TO EXISTING WATER MAIN: BOCKUS STREET	87
ITEM 71. CONNECTION TO EXISTING WATER MAIN: MAPLE AVENUE	87
ITEM 72. CONNECTION TO EXISTING WATER MAIN: FAIRFIELD STREET	87
ITEM 73. CONNECTION TO EXISTING WATER MAIN: BAY STREET	87
ITEM 74. CONNECTION TO EXISTING WATER MAIN: McFARLAND DRIVE	87
ITEM 75. CONNECTION TO EXISTING WATER MAIN: SPENCER STREET / MAIN STREET	87
ITEM 76. TEMPORARY CONNECTION: PAUL STREET	89
ITEM 77. TEMPORARY CONNECTION: JOHNSON STREET	89
ITEM 78. WATERMAIN: 200mm	90
ITEM 79. WATERMAIN: 300mm	90
ITEM 80. WATERMAIN: 350mm	90
ITEM 81. WATERMAIN: 400mm	90
ITEM 82. 200mm GATE VALVE WITH BOX	91
ITEM 83. 300mm GATE VALVE WITH BOX	91
ITEM 84. 350mm GATE VALVE WITH BOX	91
ITEM 85. 400mm GATE VALVE WITH BOX	91
ITEM 86. WATER SERVICE: 25mm	92
ITEM 87. WATER SERVICE: INTERIOR CONNECTION	92
ITEM 88. WATER SERVICE: REPLACE 200mm CRYSTAL PALACE	92

ITEM 89. WATER SERVICE: REPLACE 200mm COMMUNITY CENTRE	92
ITEM 90. WATER SERVICE: REPLACE 200mm HOSPITAL	92
ITEM 91. FIRE HYDRANT	93
ITEM 92. WATER MAIN COMMISSIONING	94
ITEM 93. STREET LIGHTING: GROUND MOUNTED	95
ITEM 94. STREET LIGHTING: GROUND MOUNTED (DIRECT BURY)	95
ITEM 95. STREET LIGHTING: UTILITY POLE MOUNTED	95
ITEM 96. STREET LIGHTING: WIRING (COMPLETE)	95
ITEM 97. PAUL STREET: DUCTS	95
ITEM 98. BRIDGE STREET: DUCTS	95
ITEM 99. ARENA PEDESTRIAN CROSSING: DUCTS	95
ITEM 100. PAUL STREET: HAND WELLS	95
ITEM 101. BRIDGE STREET: HAND WELLS	95
ITEM 102. ARENA PEDESTRIAN CROSSING: HAND WELLS	95
ITEM 103. BRIDGE STREET ISLAND: TEMPORARY WORKS	96
ITEM 104. REMOVE TREE #9: NORWAY MAPLE (375mm)	96
ITEM 105. REMOVE TREE #11: GREEN ASH (460mm)	96
ITEM 106. REMOVE TREE #12: SUGAR MAPLE (150mm)	96
ITEM 107. REMOVE TREE #15: NORWAY MAPLE (40mm)	96
ITEM 108. REMOVE TREE #23: SUGAR MAPLE (840mm)	96
ITEM 109. TREE PLANTING	96
ITEM 110. TREE PROTECTION	97
ITEM 111. CONSTRUCTION INFORMATION SIGNAGE (PROVISIONAL)	97
ITEM 112. REMOVAL AND DISPOSAL: ROAD BASE (PROVISIONAL)	98
ITEM 113. REMOVAL AND DISPOSAL: PIPE REMOVAL (PROVISIONAL)	98
ITEM 114. GROUTING OF EXISTING PIPES (PROVISIONAL)	99
ITEM 115. 200mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	99
ITEM 116. 250mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	99
ITEM 117. 300mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	99
ITEM 118. 375mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	99
ITEM 119. 450mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)	99
ITEM 120. SANITARY SEWER SERVICE: 150mm (PROVISIONAL)	99
ITEM 121. SANITARY SEWER SERVICE: 200mm (PROVISIONAL)	99
ITEM 122. CLAY TRENCH SEAL (PROVISIONAL)	100
ITEM 123. GROUNDING PLATE (PROVISIONAL)	100
ITEM 124. AIR RELEASE CHAMBER AND VALVE (PROVISIONAL)	101

## **ITEM SPECIFIC SPECIAL PROVISIONS**

### **ITEM 1. INSURANCE AND BONDING**

The Contractor shall secure insurance and bonding as specified in the contract documents.

Bonding and Insurance, includes but is not limited to, the following work:

- Obtaining and maintaining a 100% Performance Bond and a 100% Labour and Material Bond, in the amount specified, throughout the duration of the project.
- Obtaining and maintaining Insurance in the amount specified in Special Provisions.

The Contractor shall have no claim for additional payment if he is required to maintain the bonding and insurance past the Completion Date as a result of his own actions.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment shall be paid in full upon receiving the required bonds and insurance.

Payment will be by lump sum.

### **ITEM 2. MOBILIZATION / DEMOBILIZATION**

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to complete the work under this item.

The Contractor shall enter a tendered amount for mobilization and demobilization, as well as for additional labour, equipment and materials required to complete the Contract but not specifically covered by or related to the other items in the Schedule of Items and Prices.

Mobilization and Demobilization, includes but is not limited to, the following work:

- Mobilize equipment, materials and staff to and from the site as may be necessary of the duration of the contract;
- Provide an initial construction schedule and update bi-weekly;
- Post emergency contact numbers at the site;
- Site security;
- Erecting and maintaining project signs.
- Removal and reinstall all existing signs and posts in the vicinity of the construction area, as required;
- Communicate with affected property owners and stakeholders;
- Initial notification to agencies having jurisdiction.
- Locate and protecting property bars.
- Set up of Contract Administrator site trailer including arranging required temporary services for the Contractor and the Contract Administrator (including electrical, sanitary, etc.);
- On-going communication with project stakeholders.

- Obtaining "locates" for subsurface obstructions and any associated cost;
- Complete project layout
- Preparation of seasonal shutdown plan and seasonal shutdown, if necessary;
- Attend weekly site meetings with the Contract Administrator and the Owner;
- Remobilizing to the site following seasonal shutdown, if necessary;
- Final clean up and restoration at the end of the project including removal of equipment, materials and staff off site.
- Site Restoration.
- Demobilization; and
- All other incidental works and costs related to the project that are not otherwise contained within the unit price items of work.

Fifty percent (50%) of the price for this item shall be for mobilization.

Fifty percent (50%) of the price for this item shall be for demobilization.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

### **ITEM 3. BUILDING CONDITION SURVEY**

This specification covers the requirements for pre- and post- construction survey of buildings, structures, Utilities and any other facility that may be affected by construction.

For the purposes of this specification, the following definitions apply;

Pre-Construction Survey means a detailed record, accompanied by film and video, of the condition of private or public property, prior to the commencement of construction.

Post-Construction Survey means a detailed record, accompanied by film and video, of the condition of private or public property, following the Completion of construction.

#### **Pre-Construction Survey**

A pre-construction survey shall be prepared for all buildings, Utilities, structures, and facilities that may be affected by construction. The inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request to carry out an inspection.

The pre-construction survey shall include, as a minimum, the following information:

- a) Type of structure, including type of construction and if possible, the date when built.
- b) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
- c) Digital photographs or digital video or both, as necessary, to record areas of significant concern.



Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.

A copy of the pre-construction survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

#### Post-Construction Survey

A post construction survey shall be completed on ALL properties that were surveyed prior to construction.

The Contractor shall record all incidents of damage, which shall be reported immediately to the Contract Administrator. Each complaint report shall include the name and address of the complainant, time received and description of the circumstances that led to the complaint.

A copy of the pre-construction survey shall be provided to the Contract Administrator prior to the Contractor commencing any work.

Payment shall be 50% for the pre construction survey and 50% for the post construction survey.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

- ITEM 4.       TRAFFIC CONTROL – SOUTH LIMITS TO PAUL STREET**
- ITEM 5.       TRAFFIC CONTROL – PAUL STREET TO JOHNSON STREET**
- ITEM 6.       TRAFFIC CONTROL – JOHNSON STREET TO NORTH LIMITS**

All necessary traffic control (including signage; pavement markings; flagmen; temporary controls or otherwise) shall be provided as required by OPSS 543, Construction Specification for Traffic Control Signing and the Ontario Traffic Manual (OTM).

Detours are to be provided generally consistent with the detour routes illustrated in the Tender documents.

**A detailed traffic control plan will be required for approval by the Municipality prior to the start of construction and a maximum of 2 weeks after award of the contract.**

The plan shall be detailed and site specific (generic references to OTM Book 7 or other resources will not suffice). The plan shall encompass the duration of construction, phasing, vehicle traffic, pedestrians, lane closures, emergency vehicle access, product deliveries, garbage / recycling pickup, timeframes, and other relevant elements. The plan shall be provided in a manner or have excerpts that can be distributed and posted for public information.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

## **ITEM 7. DUST CONTROL**

The Contractor shall supply all labour equipment and material to provide effective and continuous dust control for all activities associated with this contract for the duration of the contract.

**This work is located in an area that is highly populated, actively travelled and of very high visibility and sensitivity to such things as construction nuisance dust. Accordingly, a corresponding very high standard of dust control is expected under this contract.**

The means of dust suppression shall be consistent with the duration dust suppression is required and the environmental conditions at the time. For instance:

- The use of water shall only be for very short durations and multiple applications can be expected over the course of a single day.
- Calcium chloride (either flake or liquid form) shall be used to provide dust suppression for longer periods of time, is the preferred method of dust suppression and shall be used where dust suppression is required where water is not sufficient, including at the end of day and over weekends.
- Magnesium chloride may be used where very long periods of dust suppression is required and calcium chloride is not sufficient. (\* It is unlikely that the use of magnesium chloride will be required as staged placement of asphalt will be preferred as construction progresses from stage to stage.)

It is understood that the requirements of this item can vary depending on weather conditions, traffic volumes and other factors. Despite the variable nature of this item, no claims for extra costs beyond the tendered amount will be considered by the County.

If the County feels it necessary to apply their own dust suppression measures due to a lack of timely attention by the Contractor, the associated costs will be born by the Contractor.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

## **ITEM 8. ENVIRONMENTAL PROTECTION**

The Contractor shall supply all labour equipment and material to supply, maintain and remove all environmental components required for the control of construction impact on the construction site, and as detailed in the Contract.

**An environmental protection plan will be required for approval by the Municipality prior to construction.**

The plan shall be detailed and site specific. The plan shall encompass the duration of construction and include all areas related to the work – including on site construction areas and offsite areas where material is stockpiled or otherwise associated with the work. The plan shall detail preventative measures that will be put in place; contingency plans if the preventative measures fail; and end of project clean-up.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

#### **ITEM 9. REINSTATEMENT OF MISCELANEOUS OBJECTS**

Various existing fixed or semi-fixed objects will need to be removed, stored and reinstated after the surrounding works have been completed.

Existing post mounted signage, etc. are to be removed as necessary to complete the surrounding works, transported, stored (in a secure lockable enclosed container) and reinstated.

An inventory of all objects and condition will be prepared by the contractor prior to removal and a copy submitted to the contract administrator.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

#### **ITEM 10. AS BUILT DOCUMENTATION**

The Contractor shall provide the as-built information within two weeks of the completion of surface course asphalt.

The as-built information must be provided in both AutoCAD format (.dwg) and as points in a .csv file.

As-built information shall include:

- Road centreline;
- Invert elevations for all sewers;
- Service locations (sanitary, water and storm, as applicable) and elevations at property lines;
- All changes of direction of services;
- Watermain elevations and locations at changes of alignment (vertical or horizontal);
- Collect survey point information for each pipe invert for all sanitary and storm structures (including catch basins) installed under the Contract;
- Collect survey point information for each water service installed as follows;
  - Service obvert, taken at the main stop
  - Service obvert, taken at the property line
  - Service curb stop, taken at finished ground
- Collect survey point information for each sanitary service installed as follows;
  - Service obvert, taken at the sewer main
  - Service obvert, taken at the property line
  - Service clean out, taken at finished ground

Particular attention shall be given to documenting buried elements whose location or elevation cannot be confirmed when construction is complete.

Information shall include northing, eastings and elevations and shall be based on the layout information provided to the Contractor.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

### **EXCESS SOIL MANAGEMENT**

In addition to the requirements stated in the Special Provisions, the following information is provided with accompanying site specific tender items for pricing any and all work associated with the management of excess materials.

Pre construction geotechnical investigations have identified areas where contaminated material is anticipated.

The Contractor shall be responsible for the proper management of all material removed under the Work. As much suitable excavated material as possible shall be incorporated into the Work in accordance with the Contract Documents.

Excess Soil is soil that has been excavated during construction activities, that cannot or will not be reused at the site where the soil was excavated and must be moved off site.

The Contractor shall be responsible for the proper management of all excess soil removed within the Work Area. As defined in Ontario Regulation 406/19, excess soil is defined as “soil, or soil mixed with rock, that has been excavated as part of a project and removed from the project area for the project”.

The Contractor shall provide all information related to the management of material removed under the Work Area in an Excess Soil Management Plan (ESMP) prior to mobilizing to the site, which will be reviewed/approved by the County of Prince Edward. The ESMP information shall include, but not be limited to;

- Material to be incorporated into the Work Area,
- Information on proposed re-use including;
  - Locations for stockpiling,
  - Locations of the anticipated receiving site(s).
- Management of excess soil including;
  - Location(s) for stockpiling,
  - Required soil/fill management plans for the disposal / receiving site(s),
  - Required soil testing analysis of the receiving site(s),
  - Written report and form of authorization from a qualified person (QP), as defined in Ontario Regulation 153/04, indicating that the receiving site(s) is capable of accepting such construction excess soils,
  - OPSS 180-2 forms as required,
  - Securement of Disposal site(s),
  - Tracking and Record Keeping of all disposed and haulage of excess material
  - QP (third party qualified) management of the disposed materials complete with testing requirements as per O.Reg. 406/19.

The Contractor shall develop an Excess Soil Destination Assessment Report (ESDAR) for both Site A and Site B, described below. Environmental data collected as part of previous investigations can be used to develop the ESDAR.

In October 2021, Cambium Inc. (Cambium) was retained by the County of Prince Edward to characterize excess in-situ soil for a stretch of Picton Main Street between Spencer Street and Bridge Street in Picton, Ontario. The Soil Characterization Report (SCR) is included as part of the Tender package. Soil characterization was complete based on the understanding that the following estimated quantities of material may be generated for off-site reuse or disposal:

- 8,100 m<sup>3</sup> of granular road / boulevard / sidewalk base and boulevard earth material.
- 7,000 m<sup>3</sup> of excess soil underlying road base material.

A summary of the SCR is provided in the following sections:

#### **Site A – Picton Main Street between Paul Street and Bridge Street**

Excess soil on Picton Main Street between Paul Street and Bridge Street was not characterized during previous investigations due to the presence of underground utilities. As such it is required that the soil be excavated at the time of the road reconstruction and stockpiled at a temporary location that is approved by the County of Prince Edward. The stockpiled soil should be separated by stratigraphic units (i.e., granular road base and lower soil unit), which can be characterized through an ex-situ sampling program to determine reuse or disposal requirements.

It is estimated that 725 m<sup>3</sup> (shallow excavation of road base, shoulders and sidewalk areas) and 550 m<sup>3</sup> (deeper trench excavation) of excess soil is to be generated in Site A.

The methodology to be followed for the excess soil characterization should be based on the requirements of O.Reg. 406/19. The following contaminants of potential concern (COPCs) to be investigated include: volatile organic compounds (VOCs), petroleum hydrocarbon fraction 1 through 4 (PHC F1-F4), polycyclic aromatic hydrocarbons (PAHs), metals, hydride-forming metals, sodium adsorption ratio (SAR), and electrical conductivity (EC).

#### **Site B – Picton Main Street between Spencer Street and Paul Street**

Two soil stratigraphy units were encountered at the Site during previous investigations (Cambium, 2021). Granular road base with silt and sand was encountered underlying asphalt to a maximum depth of 0.8 meters below ground surface (mbgs). Sand with silt and silty sand soil was encountered underlying the granular road base, which is referred to as the lower soil unit. Limestone bedrock was encountered at depths ranging from 1.1 to 4.1 mbgs.

Excess soil can remain on-site if placed in the same area from which it was excavated, unless contamination is noted during the excavation activities. If excess soil is not reused at the Site, the following recommendations for off-site reuse/disposal options are summarized below. Additional delineation and/or additional sampling may be required at/or around exceeding sample locations prior to reuse.

In general, the following options are available for the granular road base tested:

- Reuse off-site at a Table 3.1 ICC receiving site, except for soil from BH121-21, BH125-21, BH127-21, and BH128-21. Reuse off-site must be completed under the guidance of

the receiving site's QP, and subject to applicable municipal fill bylaws. Salt-impacted excess soil reuse rules apply for reuse at a Table 3.1 ICC receiving site.

- Soil in the vicinity of BH121-21, BH125-21, BH127-21, and BH128-21 must be disposed of at a licensed waste disposal facility. TCLP results for soil from BH121-21, BH127-21, and BH128-21 indicate soil is not considered leachate toxic.

In general, the following options are available for the lower soil unit tested:

- Reuse off-site at a Table 3.1 ICC receiving site, except for soil from BH115-21 and BH131-21. Reuse off-site must be completed under the guidance of the receiving site's QP, and subject to applicable municipal fill bylaws. Salt-impacted excess soil reuse rules apply for reuse at a Table 3.1 ICC receiving site.
- Reuse off-site at a Table 2.1 or Table 3.1 ICC receiving site, except for soil from the following locations: BH101-21, BH102-21, BH109-21, BH112-21, BH115-21, BH121-21, BH123-21, BH127-21, BH129-21, and BH131-21. Reuse off-site must be completed under the guidance of the receiving site's QP, and subject to applicable municipal fill bylaws. Salt-impacted excess soil reuse rules apply for reuse at a Table 2.1 or Table 3.1 ICC receiving site.
- Soil in the vicinity of BH115-21 and BH131-21 must be disposed of at a licensed waste disposal facility. TCLP results for soil from BH115-21 and BH131-21 indicate soil is not considered leachate toxic.

Where the SCR identifies exceedances in a borehole (A), the Contractor shall treat all material to the next borehole (B) without exceedances to have the same exceedances identified in borehole (A).

The following tender items are provided for pricing this work.

Note: For the purpose of this Tender excess fill quantities are separated into a southern area including the Paul Street intersection and south and northern area north of the Paul Street intersection. The County requires excess fill costs in these two areas be kept separate.

Note: For the purpose of this Tender excess fill quantities will be separated into shallow and deeper excavation areas. These areas exhibited different characteristics when tested and associated costs may vary.

#### **ITEM 11. EXCESS SOIL MANAGEMENT – SITE A**

Consistent with the excess soil management requirements in the Tender, this item is provided for costs unrelated to the quantity of excess fill originating from Site A.

All costs not included in associated unit rate items (Excess Soil Management – Site A – Shallow; Excess Soil Management – Site A – Deeper) shall be included in this item as necessary to satisfy the requirements of the contract.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 12. EXCESS SOIL MANAGEMENT – SITE A – SHALLOW**

Consistent with the excess soil management requirements in the Tender, this item is provided for costs related to the quantity of excess fill originating from Site A at shallow depths typically associated with road base and related excavation.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

**ITEM 13. EXCESS SOIL MANAGEMENT – SITE A – DEEP**

Consistent with the excess soil management requirements in the Tender, this item is provided for costs related to the quantity of excess fill originating from Site A at deeper depths typically associated with trench excavation.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

**ITEM 14. EXCESS SOIL MANAGEMENT – SITE B**

Consistent with the excess soil management requirements in the Tender, this item is provided for costs unrelated to the quantity of excess fill from Site B.

All costs not included in associated unit rate items (Excess Soil Management – Site B – Shallow; Excess Soil Management – Site B – Deeper) shall be included in this item as necessary to satisfy the requirements of the contract.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 15. EXCESS SOIL MANAGEMENT – SITE B – SHALLOW**

Consistent with the excess soil management requirements in the Tender, this item is provided for costs related to the quantity of excess fill originating from Site B at shallow depths typically associated with road base and related excavation.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

## **ITEM 16. EXCESS SOIL MANAGEMENT – SITE B – DEEP**

Consistent with the excess soil management requirements in the Tender, this item is provided for costs related to the quantity of excess fill originating from Site B at deeper depths typically associated with trench excavation.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

### **DEWATERING**

In addition to the requirements stated in the Special Provisions, the following information is provided with accompanying site specific tender items for pricing any and all work associated with dewatering activities.

Costs associated with dewatering where there are no concerns relating to contamination; no testing is deemed required; and would reflect normal construction conditions are to be accounted for elsewhere in this Tender and are understood to be part of the regular operation of an urban construction site. No claim for such dewatering activities will be considered.

Pre construction geotechnical investigations have identified areas where contaminated material is anticipated. This may impact groundwater and associated dewatering activities.

The contractor shall adhere to applicable OPSS specifications for the purposes of dewatering. For discharge water quality, the contractor shall perform the following:

1. Engage the services of a professional testing agency accredited by the MECP to analyze discharge water samples for parameters listed in the Sewer Use By-Law (No. 1803-2006).
2. The Discharge Requirements shall be in accordance with the Sewer Use By-Law (No. 1803-2006), MECP Environmental Activity and Sector Registry (EASR) or Permit-To-Take-Water (PTTW).
3. Water that requires treatment must be collected by dewatering operations, as required by the MECP EASR or PTTW for Groundwater, the MECP, the local conservation authority and any other applicable regulatory agencies, prior to its discharge. In addition, the dewatering plan needs to be approved by the County of Prince Edward.
4. Discharge water as required by the MECP EASR or PTTW and in a manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed work, or adjacent property.
5. Remove all solids or particulates from treatment facilities and perform any other maintenance of treatment facilities as necessary in order to maintain their efficiency.
6. Discharge must be sampled regularly (daily) and analyzed for applicable parameters relevant to the receptor type (regional/municipal/town sewers or release to the natural environment). Besides sampling, the quality of discharge should also be measured on-site everyday discharge is occurring by using a field probe to identify non-compliance of basic



water quality parameters (pH, temperature, turbidity). Temporary storage to allow required testing to occur and results to be confirmed prior to release.

7. The discharge should also be visually inspected for any sheen or petroleum odour daily. Additional sampling and analyses for petroleum hydrocarbons (PHC) may be required if any olfactory or visual indication of presence of PHCs are identified in the discharge. If any indication of PHC is identified, the discharge to the designated receptor shall stop and the client/owner shall be notified immediately. The discharge must be stopped until such time that the treatment options have been used to treat the impacted discharge and the analytical test results indicate that the treated discharge is compliant and is suitable to be released. If the PHC or otherwise impacted discharge cannot be stored on-site (due to site constraints such as not enough space available) then it should be hauled to a MECP authorized site using a MECP licensed hauler.

In October 2021, Cambium was retained by the County of Prince Edward to characterize groundwater beneath a stretch of Picton Main Street between Spencer Street and Bridge Street in Picton, Ontario. The groundwater characterization report is included as part of this tender package.

A summary of the groundwater characterization report is provided in the following sections:

#### **Site A – Picton Main Street between Paul Street and Bridge Street**

Boreholes and/or monitoring wells were not installed on Picton Main Street between Paul Street and Bridge Street due to underground utilities. As such, groundwater in Site A was not characterized.

It is understood that previous environmental investigations of a property west of Site A identified PHC concentrations in groundwater exceeding Table 3 Full Depth Generic Site Condition Standards in a Non-Potable Ground Water Condition for coarse-textured soil. As such, there is the potential to encounter PHC impacted groundwater during the reconstruction of at Site A; however, water level data reported during previous investigations indicated that groundwater may only be encountered if excavation of bedrock was required during reconstruction of Picton Main Street. If dewatering is required during construction of this portion of the Site, it is anticipated that groundwater may be fuel impacted.

If groundwater is encountered during reconstruction in Site A, written approval from the County of Prince Edward would be required to discharge the groundwater to the sanitary sewers.

#### **Site B – Picton Main Street between Spencer Street and Paul Street**

Groundwater samples were collected from three monitoring wells installed at Site B and were analyzed for VOCs, PHCs, BTEX, PAHs, metals, EC, sodium, and pH. Groundwater samples collected from each well met Table 7 standards for the parameters tested. In addition, groundwater samples met sewer use by-law limits for both sanitary and storm sewer for the COPCs tested; however, it is noted that the following parameters that apply to the sewer use by-law were not assessed: total suspended solids, phenolics, phosphorus, fluoride, biological oxygen demand, and Kjeldahl nitrogen.

Concentrations of cobalt from MW101-21 and lead from BH104-S-19 exceeded Provincial Water Quality Objectives (PWQOs). It is noted that other parameter detection limits exceeded PWQOs for several metals.

Based on the analytical results, if groundwater is encountered during reconstruction in Site B, written approval from the County of Prince Edward would be required to discharge the groundwater to the

sanitary sewers. Testing will be required to confirm conformity to the sewer use bylaw prior to the County considering any request to discharge to the municipal sewer

Groundwater should not be discharged to the ground or a surface water body. As the storm sewer likely drains to Picton Harbour, groundwater shall not be discharged to the storm sewer.

Note: For the purpose of this Tender dewatering activities are separated into a southern area including the Paul Street intersection and south and northern area north of the Paul Street intersection. The County requires excess fill costs in these two areas be kept separate.

**ITEM 17. DEWATERING – SITE A**

Consistent with the dewatering requirements in the Tender, this item is provided for costs related to the dewatering of groundwater that may be impacted by contaminants originating from Site A.

All dewatering testing results are to be provided to the County as soon as they are available.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 18. DEWATERING – SITE B**

Consistent with the dewatering requirements in the Tender, this item is provided for costs related to the dewatering of groundwater that may be impacted by contaminants originating from Site B.

All dewatering testing results are to be provided to the County as soon as they are available.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 19. REMOVAL AND DISPOSAL: MISCELLANEOUS**

The Contractor shall supply all labour, equipment, and material to complete the excavation for the work in accordance with the contract and as directed by the Contract Administrator.

Removals and disposals shall conform to OPSS 180, 206, 510 and relevant OPS sections.

This item shall include removal and disposal costs not already included under other pay items, including but not limited to:

- Daylighting of existing utilities as required for the contractor to be confident in their location.
- Clearing and grubbing within the right of way to construct new works.
- Any necessary saw cutting and excavation at intersecting streets and driveways.
- Other excavation and removals required by the contractor to complete the work that are not otherwise accounted for in other Tender line items.

All offsite disposal shall be in accordance with OPSS 510, OPSS 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 20. REMOVAL: HOSPITAL SIGNAGE**

The Contractor shall supply all labour, equipment, and material to complete the excavation for the work in accordance with the contract and as directed by the Contract Administrator.

Along the Hospital frontage and left turn lane widening there are a series of hospital related signs. All signs – illuminated or otherwise – are to be carefully removed and placed on the hospital property in a location to be determined by the hospital for possible re-installation to reflect the new right of way and entrance locations.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 21. REMOVAL AND DISPOSAL: ROCK**

The Contractor shall supply all labour and equipment required for excavation of rock encountered along the line of the work. Only solid rock in its original position and which cannot be removed by an excavator without use of air hammer will be classed as rock. Boulders larger than 0.5 cubic metres will be classed as rock for payment. Hardpan is not rock.

No blasting will be permitted.

Rock removal in excess of that which is necessary to complete the stated work will not be compensated.

Reference OPSD 802.013:

- 150mm bottom of pipe to bottom of trench.
- 300mm side of pipe to side of trench (900mm pipe or less).
- 500mm side of pipe to side of trench (greater than 900mm pipe).

All offsite disposal shall be in accordance with OPSS 510, OPSS 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

Measurements to be confirmed by the Contract Administrator prior to and after removal.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by cubic meter (measured in place based on field measurements or design geometry).

**ITEM 22.      REMOVAL AND DISPOSAL: ASPHALT (<75mm)**  
**ITEM 23.      REMOVAL AND DISPOSAL: ASPHALT (<200mm)**

This item is to include the full depth removal and disposal of existing asphalt.

The Contractor shall supply all labour, equipment, and material to complete the excavation for the work in accordance with the contract and as directed by the Contract Administrator.

Removals and disposals shall conform to OPSS 180, 206, 510 and relevant OPS sections.

Existing conditions are described in the appended geotechnical documentation.

Geotechnical results show asphalt thickness is approximately 150mm to 175mm from the southern limits to Bay Street and approximately 50mm to the north limits.

The contractor is to allow for the inevitable variation in asphalt thickness in the pricing of this item.

Removal thicknesses of less than 75mm; and between 75mm and 200mm has been provided.

During removal operations, adjacent pavement and structures shall remain undisturbed.

The Contractor shall, as required, cut the existing asphalt in accordance with the requirements of OPSS 510: Construction Specification for Removal, to create a smooth butt or step joint (as is appropriate based on adjacent asphalt depth – single lift: butt joint; multiple lift: step joint) with adjacent asphalt. Payment for the work of cutting existing pavement shall be included in the unit bid price for this item.

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment and material required to complete the work.

All offsite disposal shall be in accordance with OPSS 510, OPSS 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

**ITEM 24.      GRANULAR B: ROAD**

The unit bid price for the above tender item shall be full compensation for the supply, and placement of Granular B road base material as stated in the geotechnical report. Granular "B" materials shall be used for granular road sub-base in accordance with OPSS 314. Water for compaction as necessary to achieve compaction, dust control or otherwise, shall be included in the unit price bid. Granular B shall conform to OPSS 1010. Compaction shall be to OPSS 501.

A typical depth of 300mm is to be applied for the road base – per geotechnical minimum pavement structure recommendations.

Prior to the placement of granular road base, the native sub base is to be proof rolled. The contractor is to allow time in their schedule for this testing and make site equipment available for proof rolling. Proof rolling shall be observed by the geotechnical consultant.

**Load tickets are to be provided at the time of delivery to confirm pay quantity. It is the Contractors responsibility to ensure these tickets are provided to the Inspector. If no ticket is received, payment will not be approved. Summary sheets from the source are helpful to confirm quantities but will not be an acceptable replacement for the original ticket.**

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

#### **ITEM 25. GRANULAR A**

The unit bid price for the above tender item shall be full compensation for the supply, and placement of Granular A road base, curb, subdrain, sidewalk or boulevard as stated in the geotechnical report. Granular A material shall be used for all base material. All work to be in accordance with OPSS 314. Water for compaction as necessary to achieve compaction, dust control or otherwise, shall be included in the unit bid price. Granular A shall conform to OPSS 1010. All grading, including 'fine grading' prior to asphalt placement, shall be included in the unit price bid.

A typical depth of:

- 150mm Granular A Road base is to be included under this line item.
- 150mm Granular A Sidewalk base is included under this line item.
- 150mm Granular A Curb and Gutter base is included under this line item.

Placement of granular material for other non-road base elements will be consistent with the applicable OPSD or geotechnical report direction.

**Load tickets are to be provided at the time of delivery to confirm pay quantity. It is the Contractors responsibility to ensure these tickets are provided to the Inspector. If no ticket is received, payment will not be approved. Summary sheets from the source are helpful to confirm quantities but will not be an acceptable replacement for the original ticket.**

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

#### **ITEM 26. ASPHALT TACK COAT**

This item includes the application of a tack coat to all asphalt surfaces that have been open to traffic or otherwise exposed to materials through the natural course of construction that may prevent a suitable bond from forming between courses.

Apply tack coat between pavement courses.

All hot mix paving operations shall be completed in accordance with OPSS 310: Hot Mix Asphalt.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

- ITEM 27. ASPHALT: BASE COURSE**
- ITEM 28. ASPHALT: SURFACE COURSE**
- ITEM 29. ASPHALT: MISCELLANEOUS**

Reference appended geotechnical documentation for asphalt related requirements.

Base course asphalt will be 90mm (applied in 2 courses) of Superpave 19.0 or HL-8.

Surface course asphalt will be 40mm of Superpave 12.5 or HL-3.

Miscellaneous asphalt will be a minimum of 50mm of HL3 for driveway reinstatement, boulevard and other areas.

### GENERAL

The final asphalt product shall conform to all specifications. The materials, mix designs, and application methods specified are of the highest quality in order to produce a pavement structure that will deliver the longest service life attainable within a reasonable cost. As important as the products, are the mixing and application of the asphalt. The quality control will have a total of 3 samples taken (per lot). The first sample will be taken by the Engineer and analyzed to obtain results that will be measured against the specification requirements. The second sample will be the 'Contractor's' sample (of the same lot) for the Contractor to test and confirm or dispute any results obtained from the Engineer's sample. The third sample (of the same lot) will be the 'referee' sample. If results obtained from first and/or second samples are not agreeable by both parties (Engineer and Contractor), the 'referee' sample shall be analyzed by an independent qualified geotechnical party and the results shall be deemed accurate by both parties. At this point, 100% payment of the contract unit price will be used if the results meet or exceed specifications. Final acceptance is by the Engineer. However, if the results are less than specifications, it will be the Engineer and Owner's discretion to have the unit price payment amount reduced or to have the asphalt removed and replaced at the Contractors cost.

Apply tack coat to all joints and vertical faces. All hot mix paving operations shall be completed in accordance with OPSS 310 and asphalt concrete material shall be in accordance with OPSS 1150.

Where asphalt meets existing, a 300mm "lap joint" is to be provided.

This tender item shall include any saw cutting required.

The Contractor must submit, for the Contract Administrators approval, Asphalt Mix Designs.

Unless provided for elsewhere, any necessary adjustment of valve boxes and structures to match the grade of each respective asphalt course shall be included in this tender item.

The contractor will pay specific attention to the 'rideability' of the finished asphalt surface as it transitions from old to new asphalt and from asphalt to adjacent surfaces, including:

- Paving transitions from driving surface down to catch basin structures are to be per OPSD 610.010.

- Paving transitions from driving surface down to maintenance hole frames & lids is not clearly documented in OPSD documents. For the purpose of this contract this transition shall be between 3mm and 7mm.

#### Basis of Payment

Clause 310.10 of OPSS 310 is amended by the addition of the following;

No payment will be made for the quantity of hot mix that is removed and replaced when the Contract Administrator has determined that a rejectable lot requires repair.

The tender item includes asphalt material and AC.

The Contractor will be charged for all additional testing resulting from a repair to a lot at the rates established by the Owner for the year in which the testing was carried out.

**Load tickets are to be provided at the time of delivery to confirm pay quantity. It is the Contractors responsibility to ensure these tickets are provided to the Inspector. If no ticket is received, payment will not be approved. Summary sheets from the source are helpful to confirm quantities but will not be an acceptable replacement for the original ticket.**

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by tonne.

#### **ITEM 30. SIDEWALK**

This item includes the removals and excavation as necessary for the placement of new concrete sidewalk as per OPSS 351: Construction Specification for Concrete Sidewalk and OPSD 310.010: Concrete Sidewalk, 310.020: Concrete Sidewalk Adjacent to Curb and Gutter, 310.030: Concrete Sidewalk Ramps at Intersections and 310.050: Concrete Sidewalk, Driveway Entrance Details.

Where there is existing sidewalk, this item shall include the removal of existing and excavation as necessary to install new sidewalk and granular base.

Where there is no existing sidewalk, this item shall include removals and excavation as necessary to install new sidewalk and granular base.

Sidewalk shall be a minimum of 1.5m wide or to match existing whichever is wider.

Sidewalk may abut but not encroach beyond right of way limits.

Per OPSD sidewalk thickness shall be:

- 150mm minimum (**note this increase over the OPSD stated minimum of 125mm**).
- 150mm across residential entrances and adjacent to curbs.
- 200mm across commercial, industrial and institution entrances.
- 200mm at pedestrian crossing ramps.

**Where concrete may have a tendency to crack (including around tactile plates and narrow or pointed corners for example) care shall be taken to prevent this during the original installation to avoid replacement as an installation deficiency.**

**Where the contractor believes cracking cannot be avoided, they are to identify these locations prior to installation and adjustments made as may be necessary (remove narrow points; inclusion of contraction joints; joints placed over shallow intersecting tree roots; etc.).**

Granular A for curb, subdrain, boulevard and sidewalk is provided for under a separate line item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

### **ITEM 31. PEDESTRIAN RAMP WITH TACTILE PLATES (SET)**

This item is to include all costs associated with the sidewalk ramping and tactile plates required at pedestrian crossings as described in OPSD 310.033.

This item is per location, or per “set” of plates, not per plate and includes all costs not included in the sidewalk line item. A typical set can be assumed to include 3 tactile plates.

The quantity of this item is “per ramp”. For instance, if the sidewalk is replaced on both sides of a pedestrian crossing the quantity will be (2); and if only one side of the crossing is replaced the quantity will be (1).

**Where the contractor believes tactile plate installation consistent with the OPSD is not possible, these areas are to be identified prior to installation.**

**Where property allows, a widening of the existing sidewalk at ramps may be required to better meet the OPSD.**

**The use of expansion joints or otherwise shall be included to avoid and control cracking that can occur around tactile plates.**

Granular A for curb, subdrain, boulevard and sidewalk is provided for under a separate line item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

### **ITEM 32. PEDESTRIAN CROSSING – PATTERNED CONCRETE**

This item includes the placement of a new patterned concrete pedestrian crossing where applicable concrete work is to be per OPSS 351: Construction Specification for Concrete Sidewalk and OPSD 310.010: Concrete Sidewalk, 310.020: Concrete Sidewalk Adjacent to Curb and Gutter, 310.030: Concrete Sidewalk Ramps at Intersections and 310.050: Concrete Sidewalk, Driveway Entrance Details drawings.

Pattern is to be a red brick pattern to match existing patterned concrete already in place at various locations along Main Street (red brick approximately 55mm x 190mm with 10mm grout lines).



Concrete tint / colouring to match existing crossing at Elizabeth Street / Main Street intersection and to be **full depth** (200mm). Tinting is not limited to a surface tint, the full depth of concrete poured for the crossing is to be uniform in it's red brick colour.

Crossing to be flush with adjacent asphalt and consistent with adjacent road grade and crossfall. No ramping required.

Concrete surface to be protected from traffic while curing. Allowances in the construction schedule and phasing of work are to be made for curing and coordination with other adjacent work.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

### **ITEM 33. CONCRETE CURB AND GUTTER**

This item includes the removals and excavation as necessary for the placement of new concrete and granular and the supply and placement of new concrete curb and gutter as indicated on the contract drawings and in accordance with OPSS 353: Construction Specification for Concrete Curb and Gutter Systems, OPSD 600.040: Concrete Barrier Curb with Standard Gutter and 608.010: Method of Termination for Concrete Curb with Gutter (or to match existing).

The contract price for the above item shall include full compensation for all labour, equipment and material required for supply and placement of the new curb and gutter. Where not covered under elsewhere, this item will include saw cutting of existing curb, saw cutting of existing asphalt, removal of existing asphalt, excavation, backfilling, subgrade preparation and compaction, forming, supplying, pouring, finishing and curing concrete, and removing forms and surplus material.

Where there is existing curb and gutter, this item shall include the removal of existing and excavation as necessary to install new curb and gutter and granular base.

Where there is no existing curb and gutter, this item shall include removals and excavation as necessary to install new curb and gutter and granular base.

Granular A for curb, subdrain, boulevard and sidewalk is provided for under a separate line item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

### **ITEM 34. SUBDRAIN**

150mm subdrain is included provisionally to be installed under new concrete curb and gutter. The unit bid price for the item is to include: excavation, and installation. Bedding shall be in accordance with OPSS 1010: Construction Specification for Granular Materials.

Reference OPSD 216.021 Subdrain Pipe Connection and Outlet Urban – Unwrapped Trench (perforated subdrain pipe with knitted sock geotextile).

Connection to the outlet structure is to be included. New structures shall include outlets and existing will have outlets cored if necessary.

Subdrain is to include an unwrapped trench and perforated subdrain with knitted sock geotextile.

Note: Subdrain is to be placed below the road granular base, not within the granular A/B base material.

Granular A for curb, subdrain, boulevard and sidewalk is provided for under a separate line item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

### **ITEM 35. TOPSOIL AND SOD**

This item includes supply and placement of topsoil and sod in boulevards all grassed surfaces reasonably disturbed by the work. It does not include repair of damage beyond that which is reasonably required to complete the work.

The unit bid price for the above tender item shall be full compensation for all labour, equipment, and material to place, as a minimum, 100 mm of imported topsoil material, nursery sod, water and fertilizer in accordance with OPSS 802: Construction Specification for Topsoil and OPSS 803: Construction Specification for Sodding and as directed by the Contract Administrator.

It is understood that the general maintenance and watering of sod can be a challenge. Despite this challenge, it is the Contractors responsibility to maintain the sod until established, including replacement as required.

Placement of topsoil and subsequent sod shall be such that final grassed surface is flush with the adjacent surface. The sod will not present a barrier to runoff from hard surfaces nor will it leave a drop or trip hazard beyond what's permitted in the AODA.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

### **ITEM 36. PAVEMENT MARKINGS**

This item includes all final pavement markings. All pavement markings and symbols shall be applied as per the Ontario Traffic Manual Book 11 – Pavement Markings.

This item includes 3 elements:

1. Temporary pavement markings as required to reflect the phasing and staging of the work (single application).
2. Finished pavement markings upon completion of the top course asphalt (double application).
3. Reapplication of all pavement markings at the completion of the warranty period or the following year whichever is shorter. (It is recognized that the life of pavement markings can be short when placed on new asphalt or in some weather conditions. Accordingly, to avoid debate over whether this is a deficiency or unavoidable with new construction, the bidder is to include this final re-

application of all pavement markings in this item.). Reapplication is to allow for similar double application to finished application.)

All road markings are to be a double application of water borne traffic paint.

Work required for the above noted item shall be carried out as per OPSS 710: Construction Specification for Pavement Markings; OPSS 1716 Water Borne Traffic Paint.

Markings shall include the following, as noted on the design drawings and required by the OTM:

- Stop bars at each stop sign.
- Continuous yellow centreline.
- Lane separation lines.
- Turning arrows.
- Pedestrian crossing double white lines and oversized X's in the approaching lane.
- Parking stalls.
- Hatched transition areas at beginning and end of parking lanes.
- Hatched partial lane at Bridge Street, east side.

Payment will be split 55% for temporary and original applications; 45% for re-application the following year.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

---

### **ITEM 37. CONNECTION TO EXISTING SANITARY SEWER**

The unit bid price for the above tender item shall be full compensation for the connection of the new sanitary sewer to the existing sanitary sewer at the locations and to the grades indicated in the contract drawings or as specified by the Engineer. This item is to include any saw cutting of existing asphalt, removal of asphalt, excavation, disposal of surplus material, granular material, placement and compaction of bedding, and backfilling that is necessary (unless already included in other tender items).

Any bypassing, pumping or other efforts required to maintain continuous service and conveyance of upstream flows shall be included.

While the sanitary flows will vary along the length of the project and over time it's noted that sanitary network modelling maintained by the County suggests existing flows are roughly 150 l/s. The Contractor will use their experience with similar work and similarly sized sewers to determine what is a suitable bypass peak flow.

Connection points include:

- South Limits – Bridge Street (on hill)
- Main Street
- Paul Street
- Johnson Street
- Fairfield Street
- McFarland Drive

- North Limits (Spencer Street)

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

- ITEM 38. 200mm SANITARY SEWER**
- ITEM 39. 250mm SANITARY SEWER**
- ITEM 40. 300mm SANITARY SEWER**
- ITEM 41. 375mm SANITARY SEWER**
- ITEM 42. 450mm SANITARY SEWER**
- ITEM 43. 525mm SANITARY SEWER**

The unit bid price for the above tender item shall be full compensation for the removal of existing and replacement of the existing sanitary sewer with new sanitary sewer as indicated on the contract drawings. Sanitary sewers shall be PVC SDR 35 conforming to CSA-B182.2, ASTM D-3034 or approved equivalent. Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone. All pipe, bends, joints and appurtenances necessary to install are included.

Installation is to conform to OPSS 410: Construction Specification for Pipe Sewer Installation in Open Cut, OPSD 802.010: Flexible Pipe, Embedment and Backfill, Earth Excavation and OPSD 802.013: Flexible Pipe, Embedment and Backfill, Rock Excavation.

The unit bid price for the above tender items shall be full compensation for excavation, removal and disposal of existing sewers, supply of granular material, placement and compaction of bedding material, water for compaction, and backfill required to complete the installation.

All trenching, trench box, shoring and other costs associated with this installation shall be included.

The Contractor should note that they are to supply and place new pipe and appurtenances, taking delivery, excavating, laying, jointing, backfilling, clean up, etc. while maintaining continuous service to customers. The contractor shall not work in more than one location without prior approval of the County.

Sanitary service to all affected residents shall be maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement is to be included in this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

**ITEM 44. 525mm SANITARY SEWER: PRESSURE PIPE**

To address concerns about working in close proximity to existing watermain in the area of Paul Street, the use of pressure pipe for the gravity sewers will be permitted which will allow the minimum horizontal separation between the sewer and watermain to be reduced from the typical minimum separation of 2.5m.

Contractors shall plan to install this sanitary pressure pipe north and south of MH685.

This item includes only the additional cost for use of pressure pipe over gravity pipe and any other associated costs for this material change. This means if 10m of pressure pipe is installed, 10m of this pressure pipe line item will be charged *and* 10m of the gravity pipe line item will be charged.

Sewer pressure pipe shall be watermain quality pipe, pressure tested in place at a pressure of 350 kPa (50 psi) per OPSS 701.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

#### **ITEM 45. SANITARY FORCEMAIN**

The unit bid price for the above tender items shall be full compensation for excavation, removal and disposal of existing material, supply of granular material, placement and compaction of bedding material, water for compaction, and backfill required to complete the installation.

Forcemain is to be 250mm PVC SDR25 pipe pressure rated to 165 psi.

All pipe, bends, joints and appurtenances necessary to install are included.

The forcemain will be installed 'dry' and will not be put into service until other future projects are completed. The intent is to have this dry forcemain in place and ready to put in service when the works to the north are completed in the near future.

The forcemain will be installed, tested and capped to await future live connection.

Bends/Joints are to be mechanically restrained. The use of concrete thrust blocks is not permitted.

Tracer wire and marker tape is to be included in the sanitary forcemain installation. Tracer wire termination shall use Bingham & Taylor P200NFG (or equivalent) termination box. Location of termination to be confirmed during construction.

Installation is to conform to OPSS 412: Construction Specification for Forcemain Installation in Open Cut, OPSD 802.010: Flexible Pipe, Embedment and Backfill, Earth Excavation and OPSD 802.013: Flexible Pipe, Embedment and Backfill, Rock Excavation.

All trenching, trench box, shoring and other costs associated with this installation shall be included.

Hydrostatic Testing for acceptance of the new forcemain shall be completed in conformance with OPSS 412 and any applicable municipal standards. Per OPSS, the allowable leakage shall be 0.082 litres per millimetre of pipe diameter per kilometre of pipe for the 2 hour test period.

To avoid the trapping of air, the forcemain is to slope continuously down from its outlet at Fairfield Street (MH695) to its north limits.

If conflicts are encountered or it otherwise becomes necessary to create a highpoint in the forcemain and air release valve and chamber will be required. A provisional item will be provided for the air release valve and chamber.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

**ITEM 46. 1200mm SANITARY MAINTENANCE HOLE**

**ITEM 47. 1500mm SANITARY MAINTENANCE HOLE**

The unit bid price for the above tender item shall be full compensation for the supply and installation of a new maintenance hole (including frame and cover), removal and disposal of existing maintenance hole (including frame and cover), removal and disposal of surplus material, excavation, supply of granular material, placement and compaction of bedding material, and backfill required to complete the installation and connection at the location specified in the contract drawings, or as directed by the Engineer.

Maintenance holes are to be installed in the locations elevations and sizes as indicated on the contract drawings. The contractor shall submit shop drawings for each maintenance hole for review and approval prior to installation.

Installation shall be in accordance with OPSS 407 (structure installation), OPSD 701.010 (1200mm), OPSD 701.021 (benching) and OPSD 401.01 (Type A cover - closed).

Maintenance holes deeper than 5m are to include aluminium safety platform per OPSD 404.020.

All sanitary structures shall be benched.

Sanitary service to all affected residents shall be maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement are to be included in this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

**ITEM 48. MAINTENANCE HOLE SAFETY PLATFORM (MH758)**

The unit bid price for the above tender item shall be full compensation for the supply and installation of the works.

Installation shall be in accordance with OPSD 404.020.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

**ITEM 49. MAINTENANCE HOLE DROP STRUCTURE (MH758)**

The unit bid price for the above tender item shall be full compensation for the supply and installation of the works.

Installation shall be in accordance with OPSD 1003.031.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

**ITEM 50. SANITARY SEWER SERVICE: 125mm**

Sanitary services will extend to the property line or building foundation where they will connect to existing.

New and replacement of existing services will be paid under this item.

The unit bid price for the above tender item shall be full compensation for replacement of existing and new sanitary service connections. All work shall be in accordance with OPSS 410: Pipe Sewer Installation in Open Cut and OPSD 1006.020: Sewer Service Connections for Flexible Main Pipe Sewer.

All excavation, granular bedding, backfill and reinstatement shall be included in this item.

Sanitary service laterals shall be SDR 28 pipe with a minimum diameter of 125mm. (Where a sanitary service is found to be larger than this minimum size, the existing size is to be matched.)

The installation of a steel, water tight cap clean out at the property line, for sewer lateral maintenance and locating purposes is required. Clean out shall be cast iron.

Services shall be run 90 degrees to the main line to the clean out.

Sanitary service to all affected residents shall be continuously maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement is to be included in this item.

Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

**ITEM 51. CCTV OF SANITARYSEWER**

The unit bid price for the above tender item shall be full compensation for the CCTV of the entire length of gravity sewer and services within the project limits (including both new and original pipe sections to ensure no damage, blockage or other issues resulted due to construction) and be completed and reviewed prior to the placement of asphalt, to the satisfaction of the Contract Administrator.

Prior to CCTV flushing of the sewer is required.

The report shall refer to streets, structures, addresses, etc. consistent with the approved drawing set.

Two copies of the report and digital copies of video shall be delivered to the Engineer. The CCTV shall be completed in accordance with OPSS 409 (CCTV of pipelines).

The CCTV shall include the full length of all sanitary sewers (including side street lengths within the work area), full length of new individual services and 360° views of all maintenance holes.

Note: Any flushing and CCTV of other elements necessary as a result of migration of debris or otherwise deemed a deficiency shall be done at the Contractors cost.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

---

<b>ITEM 52.</b>	<b>300mm STORM SEWER</b>
<b>ITEM 53.</b>	<b>375mm STORM SEWER</b>
<b>ITEM 54.</b>	<b>450mm STORM SEWER</b>
<b>ITEM 55.</b>	<b>525mm STORM SEWER</b>
<b>ITEM 56.</b>	<b>600mm STORM SEWER</b>
<b>ITEM 57.</b>	<b>675mm STORM SEWER</b>

The unit bid price for the above tender item shall be full compensation for the removal of existing and installation of new storm sewer as indicated on the contract drawings. Storm sewers shall be PVC SDR 35. Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone.

Installation is to conform to OPSS 410: Pipe Sewer Installation in Open Cut.

The unit bid price for the above tender items shall be full compensation for excavation, removal of existing pipe, supply of granular material, placement and compaction of bedding material, water for compaction, and backfill required to complete the installation.

Any necessary saw cutting of curbs and boulevards, removal and replacement of curbs, removal and replacement of boulevards shall be included in the unit price.

All pipe, bends, joints and appurtenances necessary to install are included.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

<b>ITEM 58.</b>	<b>1200mm MAINTENANCE HOLE</b>
<b>ITEM 59.</b>	<b>1500mm MAINTENANCE HOLE</b>
<b>ITEM 60.</b>	<b>1500mm CATCH BASIN INLET MAINTENANCE HOLE</b>



**ITEM 61. 1800mm CATCH BASIN TWIN INLET MAINTENANCE HOLE**

The unit bid price for the above tender item shall be full compensation for the supply and installation of a new maintenance hole (including frame and cover), removal and disposal of existing maintenance hole (including frame and cover), removal and disposal of surplus material, excavation, supply of granular material, placement and compaction of bedding material, and backfill required to complete the installation and connection at the location specified in the contract drawings, or as directed by the Engineer.

Installation shall be in accordance with OPSS 407 (structure installation), OPSD 701.010 (1200mm) and OPSD 401.010 Maintenance Hole Frame (Type A Cover - Closed).

Maintenance holes deeper than 5m to include aluminium safety platform per OPSD 404.020.

Storm sewer maintenance holes do not require benching.

Storm sewer maintenance holes do not require sumps.

Storm sewer catch basin inlet maintenance holes require a minimum 300mm sump.

This item applies to both maintenance holes and catch basin inlet maintenance holes (OPSD 400.010 Catch Basin Frame).

Storm sewer operation shall be maintained during construction. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement are to be included in this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

**ITEM 62. CATCH BASIN: SINGLE**  
**ITEM 63. CATCH BASIN: DOUBLE**

The unit bid price for the above tender item shall be full compensation for the removal of existing and installation of a new catch basin including: saw cutting of existing asphalt, removal and replacement of asphalt, excavation, supply of granular material, saw cutting of curb, sidewalk, and boulevard, removal and replacement of curb, sidewalk, and boulevard, removal of surplus material, and backfill required to complete the installation (if not already included in other tender items).

Installation shall be in accordance with OPSS 407. Catch basin is to be in accordance with OPSD 705.010 (600x600 single inlet), 705.020 (600x1450 twin inlet) with a 300mm sump, and grate(s) in accordance with OPSD 400.010.

Catch basin lead pipes to the main will be paid under 300mm Storm Sewer item.

Subdrain connections to be provided where subdrain is specified.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

**ITEM 64. CCTV OF STORM SEWER**

The unit bid price for the above tender item shall be full compensation for the CCTV of the entire length of gravity sewer within the project limits (including both new and original pipe sections to ensure no damage, blockage or other issues resulted due to construction), be completed and reviewed prior to the placement of asphalt, to the satisfaction of the Contract Administrator.

Prior to CCTV flushing of the sewer is required.

The report shall refer to streets, structures, addresses, etc. consistent with the approved drawing set.

Two copies of the report and digital copies of video shall be delivered to the Engineer. The CCTV shall be completed in accordance with OPSS 409 (CCTV of pipelines).

The CCTV shall include the full length of the all storm sewers and catch basin leads including 360° views of all maintenance holes and catch basins.

Note: Any flushing and CCTV of other elements necessary as a result of migration of debris or otherwise deemed a deficiency shall be done at the Contractors cost.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

---

**ITEM 65. WATER DISTRIBUTION SYSTEM – WORK PLAN**

Prior to starting any work on the water distribution network a thorough work plan must be received and approved by the Municipality.

The work plan shall cover all stages of construction; detail the step by step procedure to be followed in completing the work including items such as: chlorination /testing procedure; detail the use of a certified backflow preventer (certified onsite); applicable regulations / standards being followed; impact on the surrounding network; involvement and requirements from Municipal staff; schedule; means of connection (live tap or otherwise); principal and back up valves to be utilized; notification process for property owners; etc.

\* This is NOT a complete list of what will be required in the work plan, rather it is an example of elements that typically would be required.

The work plan will encompass the entire length of the project, including when the connections are done in phases along it's length.

Each work plan is unique to the construction conditions and the contractors preferred way to complete the work so a complete list or description of the work plan requirements cannot be provided.

Prior to submitting the work plan Municipal Operations staff will be consulted to confirm the approach contemplated by the Contractor is appropriate.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

- ITEM 66. CONNECTION TO EXISTING WATER MAIN: BRIDGE STREET #1
- ITEM 67. CONNECTION TO EXISTING WATER MAIN: BRIDGE STREET #2
- ITEM 68. CONNECTION TO EXISTING WATER MAIN: PAUL STREET
- ITEM 69. CONNECTION TO EXISTING WATER MAIN: JOHNSON STREET
- ITEM 70. CONNECTION TO EXISTING WATER MAIN: BOCKUS STREET
- ITEM 71. CONNECTION TO EXISTING WATER MAIN: MAPLE AVENUE
- ITEM 72. CONNECTION TO EXISTING WATER MAIN: FAIRFIELD STREET
- ITEM 73. CONNECTION TO EXISTING WATER MAIN: BAY STREET
- ITEM 74. CONNECTION TO EXISTING WATER MAIN: McFARLAND DRIVE
- ITEM 75. CONNECTION TO EXISTING WATER MAIN: SPENCER STREET / MAIN STREET

The unit bid for the above tender item shall be full compensation for the connection of the new water main to the existing water main at the locations indicated in the contract drawings or as specified by the Engineer. Any additional connections, bypass, etc. to facilitate Contractors sequence of construction is to be included in this item at no additional cost.

**Existing watermains are to be maintained in service until new 400mm watermain is put into service.**

The watermains being replaced may directly affect the municipal supply of water to the storage reservoir. Accordingly, the intent is to minimize or avoid the need for temporary water service through the maintenance of the existing watermain(s) and services until the switch over to new works can be made. The Contractor is to familiarize themselves with the work and satisfy themselves that all necessary steps in this process are allowed for and included in the Tender pricing.

**All connections to intersecting streets are to be made sufficiently far off Main Street that future watermain upgrades can occur without encroaching onto Main Street.**

All new connections to municipal watermains are to be a minimum of 200mm PVC with diameter and material transitions to match existing.

Where possible size changes in 'branches' off the 400mm main line will be made by factory tee. Where a factory tee is not available or a reduction smaller than 200mm is required expansion / reduction fittings will be used and included.

Anticipated connections are as follows:

Bridge Street #1:

- New 400mm watermain will connect to existing 300mm watermain immediately north of existing 250mm x 300mm x 300mm "Y" in front of Menlove Law.
- Existing 300mm valve on the north leg of the "Y" will be maintained.
- New connection will include a 300mm to 400mm transition.

- New connection will include any bends / lengths not included in the main line pipe provisions necessary to transition between new and old pipe alignments.

Bridge Street #2:

- As part of the decommissioning of the existing 200mm watermain on the east side of Main Street the 200mm leg of the 250mm x 250mm x 200 "Y" will be removed and capped.

Paul Street:

- New 400mm watermain will connect to existing 350mm Paul Street watermain.
- Existing Paul Street watermain is to be extended to a 400mm x 400mm x 350mm tee connection on the Main Street main.

Johnson Street:

- New 400mm watermain will connect to existing 200mm (Johnson: west) and 100mm (Johnson: east) watermains.
- Existing side street watermains will be extended to a pair of 400mm x 400mm x 200mm tee connections on the Main Street main.

Bockus Street:

- New 400mm watermain will connect to existing 150mm Bockus Street watermain.
- Existing Bockus Street watermain is to be extended to a 400mm x 400mm x 200mm tee connection on the Bridge Street main.

Maple Avenue:

- New 400mm watermain will connect to existing 200mm Maple Avenue watermain.
- Existing Maple Avenue watermain to be extended to a 400mm x 400mm x 200mm tee connection on the Bridge Street main.

Fairfield Street:

- New 400mm watermain will connect to existing 250mm PVC Fairfield Street watermain.
- Existing Fairfield Street watermain to be extended to a 400mm x 400mm x 250mm tee connection on the Main Street main.

Bay Street:

- New 400mm watermain will connect to existing 350mm Bay Street watermain.
- Existing Bay Street watermain to be extended to a 400mm x 400mm x 350mm tee connection on the Main Street main.

McFarland Drive:

- New 400mm watermain will connect to existing 200mm McFarland Drive watermain.
- Existing McFarland Drive watermain to be extended to a 400mm x 400mm x 200mm tee connection on the Main Street main.

Spencer Street / Main Street:

- New 400mm watermain will connect to existing 350mm (Spencer Drive).
- A 400mm x 400mm x 350mm tee will connect to the Spencer main to the east.
- To the north the 400mm will be reduced to 300mm to facilitate planned future watermain increase.
- The 300mm will run across Spencer and be reduced further and connect to the existing 200mm that continues north.

The unit bid for this tender item shall include saw cutting of asphalt, boulevards, and sidewalks, removal and replacement of asphalt, boulevards, and sidewalks, excavation, installation of

watermains and appurtenances (including reducers, tees, restraints, etc.), supply of granular material, placement and compaction of bedding material, backfilling, removal of surplus material, pressure testing, chlorination and flushing to the satisfaction of the Contract Administrator (if not already covered under other tender items). Watermain pipe and gate valves required for connection to the existing watermain are included under other tender items.

Work will be completed per OPSS 441: Watermain Installation in Open Cut and OPSS 442: Corrosion Protection of New and Existing Watermains.

All watermain elements (main line and service) installations are to be 'traceable'. If pipe material is not naturally traceable, tracer wire is to be installed.

A conductivity and trace tests are to be completed and certified prior to the acceptance of the work.

All metallic watermain and watermain elements are to have their metallic elements protected using galvanic anodes.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

**ITEM 76.      TEMPORARY CONNECTION: PAUL STREET**  
**ITEM 77.      TEMPORARY CONNECTION: JOHNSON STREET**

These items are provided to assist with the pricing of the staging of internal temporary watermain connections.

Item descriptions reflect that of the permanent connections with the exception that these items are intended to be temporary.

For example:

- a. When the new watermain between Bridge Street and Paul Street is complete, a permanent connection will be made at the south limits under Bridge Street #1 and Bridge Street #2 connection items; a permanent connection will be made to Paul Street; and a temporary connection will be made between the new 400mm watermain at Paul Street and existing 350mm and 200mm watermains to the north.
- b. When the new watermain between Paul Street and Johnson Street is complete, a permanent connection will be made at Paul Street; and a temporary connection will be made between the new 400mm watermain at Johnson Street and existing 350mm and 200mm watermains to the north.
- c. When the watermain between Johnson Street and Spencer Street is complete, a permanent connection will be made at Johnson Street; and a permanent connection will be made at the north limits under the Spencer Street / Main Street connection items.

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to complete the work.

Payment for internal temporary connections of new to existing water mains will be made in the amount of 50% upon completion of the temporary connection and 50% upon completion of the permanent connection.

Payment will be by lump sum.

**ITEM 78. WATERMAIN: 200mm**  
**ITEM 79. WATERMAIN: 300mm**  
**ITEM 80. WATERMAIN: 350mm**  
**ITEM 81. WATERMAIN: 400mm**

The new watermain is to be installed in a new location while keeping the existing watermains in service. Accordingly, existing watermain removal will be a separate process and captured under separate removals item.

Watermain shall be supplied and installed at the locations indicated in the contract drawings or as specified by the Engineer. Work shall be performed in accordance with OPSS 441: Watermain Installation in Open Cut and OPSS 442: Corrosion Protection of New and Existing Watermains.

Watermain materials shall be:

- PVC DR 18 AWWA C900 (up to 300mm) and C905 (over 300mm). Spec, colour coded blue. Certified CSA B137.3 with gasket bell end.
- All pipe, bends, joints and appurtenances necessary to install are included.
- Complete with mechanical restraints. Mechanical restrainers shall be per manufacturers instructions and shall be used for a minimum distance of 18m from all directions at fittings, connections, and appurtenances.
- Complete with #12 awg insulated underground application tracer wire.
- Complete with cathodic protection per OPSD 1109.011: Cathodic Protection for PVC Watermain Systems or better.
- Complete with temporary blow offs as necessary per OPSD 1104.030: Blow Off Installation.

Unless otherwise stated, watermain shall have a minimum cover of 1.8m, a minimum 2.5m horizontal separation from sewers and a minimum 0.5m vertical separation at sewer crossings.

Class 'B' bedding shall be Granular 'A'. and shall be as per OPSD 802.010: Flexible Pipe, Embedment and Backfill, Earth Excavation and 802.013: Flexible Pipe , Embedment and Backfill , Rock Excavation.

All bends, connections, restraints and other appurtenances not specifically listed as separate line items shall be included in this item.

The intent is to have the new watermain continue more or less straight along its length. It is however expected that the watermain will need to have its alignment adjusted vertically or horizontally from time to time to avoid significant obstacles along its length – these alignment shifts shall be allowed for in this unit rate.

All non-metallic water mains shall be traced with a 12-gauge tracer wire. The wire shall be looped up the outside of all main valve boxes and extended into the valve box by 50mm through a saw cut 50mm below the bottom of the cover bell. Tracer wire shall be “tack welded” to valve boxes and service boxes or connected in an equal fashion. Tracer wire splices shall be by means approved. Tracer wire on mains shall be protected with a 2.3 kg zinc anode, at each end a maximum spacing of which shall be 500m. Services on PVC main spliced onto tracer wire with clamp.

Bingham & Taylor P200NFG (or equivalent) termination box is to be used.

The Contractor shall provide 24 hours notice to affected owners prior to shut downs of the existing watermain. Contractor shall request Municipality to perform any shut downs of the existing system with a minimum of 48 hours notice.

The Contractor should note that they are to supply and place new pipe and appurtenances, taking delivery, excavating, laying, jointing, backfilling, clean up, etc. while maintaining service to customers. The contractor shall not work in more than one location without prior approval of the County.

The unit bid price for the above tender item shall be full compensation for all labour, equipment and material required to supply and install all watermains and appurtenances including supply of granular material, placement and compaction of bedding, backfilling up to the underside of the adjacent road cross section element (i.e. to the underside of road base granular, underside of sidewalk and curb granular, etc. as these items will be covered under those respective costs), and removal of surplus material to the satisfaction of the Contract Administrator.

Payment will be by meter.

**ITEM 82. 200mm GATE VALVE WITH BOX**  
**ITEM 83. 300mm GATE VALVE WITH BOX**  
**ITEM 84. 350mm GATE VALVE WITH BOX**  
**ITEM 85. 400mm GATE VALVE WITH BOX**

The unit bid for the above tender item shall be full compensation for the installation of new gate valves as indicated in the Contract Drawings.

Gate valves shall be resilient seat gate valves and shall be installed at the locations indicated in the contract drawings or as specified by the Contract Administrator. All work shall be performed in accordance with OPSS 441: Watermain Installation in Open Cut and OPSS 442: Corrosion Protection of New and Existing Watermains.

All valves shall be protected with 7.7kg magnesium anodes.

All valve boxes shall be supplied, installed and set to grade – including grade adjustments where asphalt lifts are not placed immediately after one another.

Where an existing valve is being removed, the old valve is to be delivered to the Church Street Public Works Yard on the south east side of Picton for the County’s use.

This tender item includes, saw cutting of existing asphalt, removal and replacement of asphalt, excavation, removal of existing valve (if present), delivery of old valve to Municipal public works yard, all work and appurtenances required for installation of the gate valve, granular material, placement and compaction of bedding material, removal of surplus material, and backfilling required to complete the work (if not already included under other tender items).

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

- ITEM 86. WATER SERVICE: 25mm**
- ITEM 87. WATER SERVICE: INTERIOR CONNECTION**
- ITEM 88. WATER SERVICE: REPLACE 200mm CRYSTAL PALACE**
- ITEM 89. WATER SERVICE: REPLACE 200mm COMMUNITY CENTRE**
- ITEM 90. WATER SERVICE: REPLACE 200mm HOSPITAL**

Between the main and curb stop, services will be a minimum 25mm service or, if larger, replaced 'like for like'.

Where a building face is against sidewalk (as is the case south of Paul Street) the new service will extend into the building and connect to existing plumbing inside the building. The intent is that once complete all service pipe within the municipal right of way will be new. A curb stop will be required in the sidewalk (offset to be confirmed and to match others on Main Street). A plumber will be required to make the interior connection prior to the existing water meter.

The existing water service to the hospital is 100mm. A reducer from the new 200mm to 100mm is to be included.

It is assumed that Crystal Palace and Community Centre existing services are 150mm. Reducers from the new 200mm to 150mm existing are to be included in the respective items.

Large diameter ( $\geq 100$ mm) gate valves will be paid under a separate gate valve line item. Where the new large diameter service is larger than existing, a new valve shall be placed on the property line.

The unit bid price for the above tender item shall be full compensation for the replacement of the water services (including all appurtenances), as per the contract drawings. All work shall be in accordance with OPSS 441: Watermain Installation in Open Cut and OPSS 442: Corrosion Protection of New and Existing Watermains and OPSD 1104.010: Water Service Connection 19 and 25mm Sizes or OPSD 1104.020: Water Service Connection 32, 38 and 50mm Sizes.

200mm services will be PVC DR 18.

Other Water service connections from the water main to the curb stop are to be K copper or polyethylene.

Service piping must be continuous from the main to curb stop. No joints will be permitted.

Existing curb stop is to be replaced.

Existing service size will be matched on the property side of the curb stop.

Intersecting utilities are to be supported across all trenches.

If a ground is found on the existing service, that ground is to be restored to the new service. If the new service cannot support the ground a grounding plate will be installed (paid under separate line item).



The environment in this urban area is one of high salt corrosion due to the heavy salt application. Accordingly, attention is to be given to improving and extending the life of service elements wherever possible. Cathodic protection is to be provided on not only the service line but also the curb box (if instances arise where plastic boxes are not used) and any other elements where an anode connection can be made. Plastic curb box's are to be used Bingham & Taylor No. 250 or equivalent (screw style, round lid and rim with "Water" text).

Tracer wire is to be installed for all non-traceable services using a tracer wire / locating box – Bingham & Taylor P200NFG or equivalent.

Curb stops are to be located consistently through the length of the project. Where buildings are set back from the property line by more than 1.5m curb stops will be placed on the property line. Where buildings are near, on or over the property line curb stops are to be placed at a consistent distance off the back of curb – while the location is flexible, it is to be consistent and subject to the approval of the Municipality.

The unit bid for this tender item shall include saw cutting of asphalt, removal and replacement of asphalt, saw cutting of sidewalk and boulevard, removal and replacement of sidewalk and boulevards, topsoil and sod, excavation, removal and disposal of existing water services, supply and place a new water service lateral including anodes, tapping, installation of mainstop and curbstop with box, connection to the existing water service at the property line, temporary water mains, supply of granular material, placement and compaction of bedding material, water for compaction, backfilling, removal of surplus material, pressure testing, chlorination, flushing to the satisfaction of the Contract Administrator (if not included under other tender items). Also included in this tender item is the restoration of all surrounding surfaces to equal or better condition than prior to construction activities.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter for pipe work and each for interior connections.

#### **ITEM 91. FIRE HYDRANT**

The work for the above tender item shall be performed in accordance with OPSS 441: Watermain Installation in Open Cut and OPSS 442: Corrosion Protection of New and Existing Watermains and OPSD 1105.010: Hydrant Installation.

This item includes the saw cutting of existing asphalt, removal and replacement of asphalt, excavation, removal of existing hydrant, installation of new fire hydrant, lead, and appurtenances, supply of granular material, placement and compaction of bedding, removal of surplus material, backfilling, and restoration of the road surface. Any necessary saw cutting of sidewalks and boulevards, removal and replacement of removal and replacement of boulevards and sidewalks shall be included in the unit price (if not included under other tender items).

Hydrant locations are roughly:

- At Paul Street STA 0+110; relocate south to improve clearance between sidewalk obstructions while not conflicting with other services and connections.
- At Johnson Street STA 0+280; relocate lead to 200mm watermain on side street and relocate hydrant around corner between property line and curb radius.

- At the County Hospital STA 0+770; relocate behind proposed sidewalk.
- At Spencer Street STA 0+910; relocated to boulevard away from property line, utility pole and sidewalk.

Proposed locations to be confirmed in the field.

Fire hydrants must be breakaway, McAvity M67 or Mueller Century to AWWA standards, must have two 60 mm hose nozzles and one 100 mm Storz Quick Connect pumper nozzle, threaded in accordance with CSA standards. Each hydrant must have its own isolation valve. Fire hydrants must open left and the proper 1.80 m of ground cover needs to be maintained. Any fire hydrant lead that crosses a ditch or culvert requires proper insulation if 1.80 m of cover cannot be maintained.

The hydrant flanges shall be higher than the crown of the adjacent road or the top of the adjacent curb whichever is higher. Flanges shall be placed such that connecting bolts can be easily removed, 100mm above finished grade.

All hydrants shall be protected with 7.7kg magnesium anodes. Hydrants shall have 150mm PVC DR18 leads, a 150mm Gate Valve and box, and all joints completely restrained. Also to be included is the DI Anchor Tee for connection to the mainline water main.

Tracer wire is to be installed for all non-traceable services using a tracer wire / locating box – Bingham & Taylor P200NFG or equivalent.

Hydrants shall be painted Chrome Yellow.

Drain hole to have geotextile covering.

Where an existing hydrant is being removed, the old hydrant is to be delivered to the Church Street Public Works Yard on the south east side of Picton for the County's use.

Payment at the unit bid price for this tender item be full compensation for all excavation, removal of existing hydrant (if present), delivery of old hydrant to Municipal public works yard, bedding, backfill, labour, equipment and material required to do the work.

Payment will be by each.

## **ITEM 92. WATER MAIN COMMISSIONING**

The unit bid price for the above tender item shall be full compensation for the pressure testing, chlorination, and flushing of the newly installed water main, etc. prior to the installation of asphalt, to the satisfaction of the Contract Administrator and County operations staff.

All work shall be in accordance with Ministry of Environment, Conservation and Parks Watermain Disinfection Procedure (August 1, 2020 or newer), ANSI/AWWA C651; OPSS 441 and County standards.

The new watermain is to be installed and put into service in 3 sections that generally corresponds to:

- Section 1 – Bridge Street to Paul Street
- Section 2 – Paul Street to Johnson Street
- Section 3 – Paul Street to Johnson Street

Once installed each section shall be put fully into service, including services.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

---

- ITEM 93. STREET LIGHTING: GROUND MOUNTED**
- ITEM 94. STREET LIGHTING: GROUND MOUNTED (DIRECT BURY)**
- ITEM 95. STREET LIGHTING: UTILITY POLE MOUNTED**
- ITEM 96. STREET LIGHTING: WIRING (COMPLETE)**

Between Bridge Street and Johnson Street all the existing decorative street lighting poles and fixtures are to be replaced and all decorative brackets with fixtures on utility poles are also to be replaced. The work includes poles, luminaires, all wiring, conduit, connection to existing power source and associated works.

After removal of all existing light standards, fixtures and brackets the contractor is to provide all removed equipment to the County and it is to be delivered to the Public Works Yard on County Road 1.

Contractor is to provide protection and control (including ESA approved fuse pedestal) appropriate to the proposed lighting layout and conditions found.

Installation is to be per manufacturer instructions or per OPSS 2400 Series as may be applicable.

Circuiting for new lights shall match the existing scheme, subject to the POWER CABLE AND CONDUCTORS specifications section on drawing-E1. Prior to demolition of existing conductors/conduit, trace existing circuits and record connection scheme.

For pricing purposes, assume that power source(s) for lighting circuits lie along the construction route.

Under STREET LIGHTING: WIRING contractors are to include all of the work required for the wiring, 53mm PVC conduit, trenching, backfill and all other associated works.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment for lighting fixtures and appurtenances will be by each and wiring by meter.

- ITEM 97. PAUL STREET: DUCTS**
- ITEM 98. BRIDGE STREET: DUCTS**
- ITEM 99. ARENA PEDESTRIAN CROSSING: DUCTS**
- ITEM 100. PAUL STREET: HAND WELLS**
- ITEM 101. BRIDGE STREET: HAND WELLS**
- ITEM 102. ARENA PEDESTRIAN CROSSING: HAND WELLS**

To allow for the possible future signalization of the Bridge Street and Paul Street intersections and future pedestrian crossing work, empty ducts and hand wells will be installed around the intersections and crossings.

Future use ducts are to include 2-100mm ducts and are to be installed with pull wire at the existing pedestrian crosswalk for future upgrades. Ducts will be 100mm PVC placed in pairs. Unit rate is to include trenching, bedding, backfill, 2 ducts, connection to the hand wells and associated work.

Hand wells will be 600mm x 600mm in size.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment for hand wells will be by each.

Payment for ducts will be for each pair of ducts by meter of trench.

### **ITEM 103. BRIDGE STREET ISLAND: TEMPORARY WORKS**

The replacement of the sanitary sewer between MH758 and MH759 is likely to impact the intersection island, street lighting and other elements on the island.

This item is provided to allow for the temporary supporting of existing works; removal and reinstatement; or work as necessary to facilitate the installation of the adjacent sanitary sewer.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

---

**ITEM 104. REMOVE TREE #9: NORWAY MAPLE (375mm)**

**ITEM 105. REMOVE TREE #11: GREEN ASH (460mm)**

**ITEM 106. REMOVE TREE #12: SUGAR MAPLE (150mm)**

**ITEM 107. REMOVE TREE #15: NORWAY MAPLE (40mm)**

**ITEM 108. REMOVE TREE #23: SUGAR MAPLE (840mm)**

As per the County Arborist Tree Report 5 trees are to be removed within the right of way. Individual line items are provided to allow for each removal to be priced. Removal to include the removal of the entire tree, including stump, roots and otherwise.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

### **ITEM 109. TREE PLANTING**

Where a tree is removed the contractor is to plant a new tree in its place. Trees are to be 50mm caliper. Trees to have a 2 year warranty. County will advise successful contractor re type of tree for planting. Trees to be planted in accordance with Municipality's Tree Management and Preservation Policy. Copy of Policy is available on County's Purchasing website: [www.thecounty.ca/purchasing](http://www.thecounty.ca/purchasing).

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

#### **ITEM 110. TREE PROTECTION**

The Municipal Tree Policy provides guidance on recommended measures for tree protection.

As there are a number of trees along the work zone the Contractor will be expected to protect these trees and minimize the affect construction will have on them.

This item covers all protective measures required to protect all existing trees that will be impacted by the work, within and adjacent to the right of way, as outlined in the County's Municipal Tree Policy.

A copy of this Policy is available on the County Purchasing website at [www.thecounty.ca/purchasing](http://www.thecounty.ca/purchasing).

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

---

#### **ITEM 111. CONSTRUCTION INFORMATION SIGNAGE (PROVISIONAL)**

In addition to construction and detour related signage the County may choose to post additional general information signage.

The Contractor will be responsible for posting and maintaining any additional construction information related signage.

Construction information signage may be posted to inform motorists and pedestrians of the presence of the construction zone, construction duration, encourage the continued patronage of businesses or other facilities and other general information.

\* This signage is in addition to all that required to maintain a safe and proper work area for which the contractor is otherwise responsible for.

Sign design to be provided by the Municipality; signs to be purchased and delivered to the site by the Contractor; size: 4' x 8'; material to be contractors choice but must be maintained for the duration of construction; base / stand to be provided by Contractor.

Where signage is to be located on private property, the Municipality will be responsible for obtaining permission for the placement of the sign and permission for the Contractor to enter the site for the purpose of erecting, maintaining and removing that signage.

Locations and quantity of signage to be confirmed upon award of the contract.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

**ITEM 112. REMOVAL AND DISPOSAL: ROAD BASE (PROVISIONAL)**

Where excess soil management testing for Site A or Site B confirms contamination concentrations are sufficiently low that special disposal measures are not required, this item shall be used in place of the related excess soil management unit rate items provided elsewhere in the Tender.

The Contractor shall supply all labour, equipment, and material to complete the excavation for the work in accordance with the contract and as directed by the Contract Administrator.

Removals and disposals shall conform to OPSS 180, 206, 510 and relevant OPS sections.

Existing conditions are described in the appended geotechnical documentation.

Where possible existing material is to be reused on site.

Where removal and disposal is included other items (pipe, structure and other line items for instance), no additional claim will be considered.

No additional payment shall be made for the compaction of fill material and, where excavation depths exceed the allowable limits, due to over excavation, the Contractor shall bring the subgrade to the required grade using granular base course class 'B' materials at no additional cost.

All offsite disposal shall be in accordance with OPSS 510, OPSS 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by cubic meter (measured in place based on field measurements or design geometry).

**ITEM 113. REMOVAL AND DISPOSAL: PIPE REMOVAL (PROVISIONAL)**

Where new pipes are to be located in a similar location to existing (existing pipes are exposed in the proposed trench), the existing pipes are to be excavated, removed and disposed of as part of the new pipe line item. No additional claims will be considered.

Where new pipes are to be located in a location different than existing (existing pipes are not exposed in the proposed trench), existing pipes may be abandoned and grouted or excavated and removed.

This item includes the excavation, removal and disposal of abandoned pipe and related appurtenances.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

**ITEM 114. GROUTING OF EXISTING PIPES (PROVISIONAL)**

Where new pipes are to be located in a similar location to existing (existing pipes are exposed in the proposed trench), the existing pipes are to be excavated, removed and disposed of as part of the new pipe line item. No additional claims will be considered.

Where new pipes are to be located in a location different than existing (existing pipes are not exposed in the proposed trench), existing pipes may be abandoned and grouted or excavated and removed.

Where existing pipes are to be abandoned and left in place, they are to be grouted or filled with sand to prevent future collapse of the pipe and resulting voids under the road platform and other surface elements.

The method of filling the pipe will be at the Contractors discretion but must be approved by the County.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

- ITEM 115. 200mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)**
- ITEM 116. 250mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)**
- ITEM 117. 300mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)**
- ITEM 118. 375mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)**
- ITEM 119. 450mm SANITARY SEWER: PRESSURE PIPE (PROVISIONAL)**

To address concerns about working in close proximity to existing watermain due to other obstructions that may arise through the course of construction, the use of pressure pipe for the gravity sewers will be permitted which will allow the minimum horizontal separation between the sewer and watermain to be reduced from the typical minimum separation of 2.5m.

This item includes only the additional cost for use of pressure pipe over gravity pipe and any other associated costs for this material change. This means if 10m of pressure pipe is installed, 10m of this pressure pipe line item will be charged *and* 10m of the gravity pipe line item will be charged.

Sewer pressure pipe shall be watermain quality pipe, pressure tested in place at a pressure of 350 kPa (50 psi) per OPSS 701.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

- ITEM 120. SANITARY SEWER SERVICE: 150mm (PROVISIONAL)**
- ITEM 121. SANITARY SEWER SERVICE: 200mm (PROVISIONAL)**

Sanitary services will extend to the property line or building foundation where they will connect to existing.

New and replacement of existing services will be paid under this item.

The unit bid price for the above tender item shall be full compensation for replacement of existing and new sanitary service connections. All work shall be in accordance with OPSS 410: Pipe Sewer Installation in Open Cut and OPSD 1006.020: Sewer Service Connections for Flexible Main Pipe Sewer.

All excavation, granular bedding, backfill and reinstatement shall be included in this item.

Sanitary service laterals shall be SDR 28 pipe with a minimum diameter of 125mm. (Where a sanitary service is found to be larger than this minimum size, the existing size is to be matched.)

The installation of a steel, water tight cap clean out at the property line, for sewer lateral maintenance and locating purposes is required. Clean out shall be cast iron.

Services shall be run 90 degrees to the main line to the clean out.

Sanitary service to all affected residents shall be continuously maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement is to be included in this item.

Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

#### **ITEM 122. CLAY TRENCH SEAL (PROVISIONAL)**

If groundwater contamination is found, clay seals shall be placed in trenches that may be influenced by this contaminated groundwater to minimize the opportunity for the migration of contaminants.

The quantity and location of the clay seals will reflect the conditions found.

Installation to be consistent with OPSD 802.095 Clay Seal for Pipe Trenches.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

#### **ITEM 123. GROUNDING PLATE (PROVISIONAL)**

Where a plastic water service replaces a metal water service it will be assumed that there is a ground on that metal service and grounding shall be maintained.

If the new service is plastic a grounding plate will be installed on the existing metal service.

The plate electrode will:

- be in direct contact with exterior soil at not less than 600 mm below grade level; or



- be encased within the bottom 50 mm of a concrete foundation footing in direct contact with the earth at not less than 600 mm below finished grade.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

#### **ITEM 124. AIR RELEASE CHAMBER AND VALVE (PROVISIONAL)**

The proposed force main installation will have a continuously positive slope unless conditions are found during the course of construction require 'peaks' to be created in the vertical alignment. Where the potential for air to become trapped exists and air release valve and chamber will be installed.

Air release valves are to be placed at system high points to prevent air pockets or vacuum conditions.

Wastewater air release valve shall be automatic float operated valves designed to release accumulated air from a piping system while the system is in operation and under pressure. It is to be designed to handle the debris, greases, solids, and corrosive fluids and gases associated with wastewater.

A chamber is to be included that provides access to the valve. The chamber shall be a minimum of 1500mm maintenance hole structure or equivalent.

Valve shall be manufactured and tested in accordance with American Water Works Association (AWWA) Standard C512.

The valves shall have full size inlets and outlets equal to the nominal valve size. The body inlet connection shall be hexagonal for a wrench connection. The body shall have 2" cleanout and 1" drain connections on the sides of the casting. The cover shall be bolted to the valve body and sealed with a flat gasket. A threaded adjustable orifice button shall provide drop tight shut off to the full valve pressure rating.

Floats shall be unconditionally guaranteed against failure including pressure surges. Extended mechanical linkage shall provide suitable mechanical advantage so that the valve will open under full operating pressure.

The valve body and cover shall be constructed of ASTM A126 Class B cast iron.

The orifice, float and linkage mechanism shall be constructed of Type 316 stainless steel. Non-metallic floats or linkage mechanisms are not acceptable. The orifice button shall be Buna-N.

Optional body materials include ASTM A536 Grade 65-45-12 ductile iron, ASTM A351 Grade CF8M stainless steel, and ASTM B584 Alloy C83600 cast bronze.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

## APPENDIX: SUPPORTING DOCUMENTS

1. Cambium: Picton Main Street Geotechnical Report, March 10, 2020
2. Cambium: Excess Soil Characterization, December 17, 2021
3. Cambium: Groundwater Characterization, December 17, 2021
4. County Arborists - Tree Assessment Report
5. IBW Legal Survey
6. Contract Drawings