



BIDDER INFORMATION PACKAGE

TENDER No. 07-2018

**JOHN ST ROAD WEST BRIDGE
REMOVAL AND TWIN CULVERT
INSTALLATION**

**For the Corporation of the Municipality of Oliver Paipoonge
~Public Works Department~**

Closing Date and Time:
Tuesday, April 24, 2018
at 1:00 p.m., local time

Mandatory Site Visit:
Thursday, April 12, 2018 at 2:00 PM, local time

Sealed tenders, clearly marked as to contents are to be delivered to:

**Municipality of Oliver Paipoonge
Treasurer
3250 Highway 130
Rosslyn ON P7K 0B1**

Facsimile, e-mail, telephone or late submissions will not be accepted

TENDERER'S CHECK LIST

Before submitting your tender, check the following points:

1. Has your tender been signed, sealed and witnessed? ()
2. Have you completed all schedules and prices in the Tender Form? ()
3. Have you indicated the number of addenda issued (if any)? ()
4. Have you completed the undertakings to comply with the Municipality of Oliver Paipoonge Policy on Contractor Safety and Environmental Protection? ()
5. Have you completed the *Accessibility For Ontarians with Disabilities* Compliance Form for Contractors? ()
6. Have you completed Tendering Statements 'A' to 'E'? ()
7. Is the Agreement to Bond included? ()
8. Are the documents complete? ()
9. Documents to be enclosed in a sealed envelope and returned as a complete Tender submission are:

Cover Page	()
Tenderer's Checklist	()
List of Contract Documents	()
Section 1 (6 pages)	()
Section 2 (4 pages)	()
Section 2-A Agreement	()
Section 3 (11 pages)	()
Section 4 (2 pages)	()
Section 5 (3 pages)	()
Section 6	()
Section 7	()
Section 8 (2 pages)	()
Section 9 (4 pages)	()

Section 10 not to be included in Tender Submission, but is acknowledged to form part of the contract.

LIST OF CONTRACT DOCUMENTS

- Section 1 Information to Tenderers
- Section 2 Tender Form
- Section 2-A Agreement
- Section 3 General Requirements
- Section 4 Special Provisions and Conditions
- Section 5 Tendering Statements
- Section 6 Agreement to Bond
- Section 7 Compliance Form for *Accessibility for Ontarians with Disabilities Act, 2005*
- Section 8 Undertaking to Comply with Policy on Contractor Safety
- Section 9 Environmental Protection
- Section 10 General Conditions (O.P.S.) – Distributed separately from Contract Documents

**SECTION 1
INFORMATION TO TENDERERS**

1.1. TENDERS

Sealed tenders clearly marked as to contents, will be received for:

**TENDER NO. 07-2018
JOHN ST ROAD WEST BRIDGE REMOVAL AND TWIN
CULVERT INSTALLATION**

**Closing Dates and Times
Tuesday, April 24, 2018 1:00 PM local time**

Submit one (1) copy of this Tender Document to the undersigned in a sealed envelope by the above noted closing date and time. Tenders received after the closing date and time shall not be considered and will be returned to the bidder unopened. Facsimile, e-mail or telephone submissions will not be accepted.

Treasurer
Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn ON P7K 0B1

Tenders will be opened publicly in the Council Chambers, Oliver Paipoonge community Complex, Rosslyn, immediately thereafter.

1.2. FORM OF TENDER AND CONTRACT FORM

- (a) Municipal Agreements – Tenders must be completed in ink or typed and submitted on the official Tender Form which is part of the Contract. **The Tenders shall be properly signed.**
- (b) Each tender shall include the completed Tender Form, Statements 'A' to 'E'. **One (1) copy** of the complete written tender documents must be submitted as the tender and the Tender Form must not be separated nor removed from the other documents. The Tenderer shall give the Total Tender Price both in words and in figures and shall fill in all blank spaces for figures and shall fill in all blank spaces for unit prices, item prices, lump sums and other information in the Tender Form.
- (c) The Tenderer accepts and acknowledges by his provision of a tender that he has read and understood all of the requirements of the contract documents.

- (d) The successful tenderer shall provide all of the following to the Treasurer within (10) days of notification of the award of the contract and prior to the commencement of any work:
 - i. Certificate of Insurance showing a minimum of \$5,000,000 liability insurance;
 - ii. A Workplace Safety and Insurance Board (WSIB) Clearance Certificate.
 - iii. Bond Documents (as per section 1.18 of this document).

1.3. DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

- (a) Are received after the above-advertised closing time for tenders.
- (b) Are not signed.

1.4. INFORMAL OR UNBALANCED TENDERS

Tenders which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Owner, may be rejected.

The Corporation reserves the right to waive informalities at its discretion.

Tenderers who have submitted tenders that have been rejected by the Corporation because of informalities will normally be notified of the reasons for the rejection within 10 days after the closing date of tenders.

1.5. SUBSEQUENT WITHDRAWAL OR QUALIFYING OF A TENDER

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

A Tender may be withdrawn by the Tenderer by written notice delivered to the Treasurer of The Corporation of the Municipality of Oliver Paipoonge prior to the time fixed for opening tenders.

1.6. TENDER VALIDITY

This Tender shall constitute an irrevocable offer by the Tenderer, open for acceptance by The Corporation of the Municipality of Oliver Paipoonge for a period of 60 days, after which time, if not accepted, the Tender shall be null and void. It is understood that errors in the Tender, whether accidental, caused by negligence of the Tenderer or otherwise shall not confer any additional rights of withdrawal upon the Tenderer.

1.7. OMISSIONS/DISCREPANCIES

Should a Tenderer find discrepancies in, or omissions from the drawings, specifications or other Tender documents, or should he be in doubt as to their meaning, he should notify the Contract Administrator who may send a written instruction to all Tenderers. Verbal answers are only binding when confirmed by written addenda.

Should the Tenderer not agree that the materials and methods specified, or designated on the drawings, will provide an installation to meet the requirements of the project, he shall notify the Contract Administrator in writing, stating his reason for objection and may submit a suggested alternative. In such an event, the Contract Administrator may choose to issue an addendum.

1.8. ERRORS AND OMISSIONS ON TENDER FORM

Whenever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the Total Tender Price shall be corrected accordingly.

If a Tenderer has omitted to enter a price for an item of work set out in the Tender Form, he shall, unless he has specifically stated otherwise in his Tender, be deemed to have allowed elsewhere in the Tender Form for the cost of performing the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender price on account of such omission and the Tenderer shall be deemed to have tendered for the entirety of the scope of work set out in the Tender Form.

1.9. QUALIFICATION OF TENDERERS

The Corporation may make such investigations as it deems necessary to determine the ability of the Tenderer to perform the work, and the Tenderer shall furnish to the Corporation all such information and data for the purpose as the Corporation may request. The Corporation reserves the right to reject any Tender if the evidence submitted by or investigation of such Tenderer fails to satisfy the Corporation that such Tenderer is properly qualified to carry out the obligations of the Contract and to complete the work as contemplated therein.

1.10. PROOF OF ABILITY

In order to aid the Corporation in determining the ability of each Tenderer to complete the work, the Tenderer shall complete the following Statement sheets which are bound herein.

Statement 'A' – Stating the Tenderer's experience in similar work which it has successfully completed.

Statement 'B' – Provide a list of the Tenderer's senior supervisory staff with a summary of the experience of each.

Statement 'C' – Giving the location and description of the construction plant which the Tenderer proposes to use, the plant it has available or under its control, the plant to be rented and the plant to be purchased.

Statement 'D' – Giving the name and address of each proposed sub-contractor used in making up his Tender and shall state the portion of the work allotted to each. Only one sub-contractor shall be named for each part of the work to be sub-contracted.

1.11. EQUIVALENTS

When an article is specified by its trade or other name (whether such name is followed by the phrase "or approved equal" or not), the Tenderer shall base its Tender price on the supply of the named article and no other.

The Tenderer may submit with its Tender suggested equivalents to those articles specified by trade or other names. Such submissions shall be made on **Statement 'E'**, bound herein, and shall show the name of the article specified, the name and description of the suggested equivalent, and the total revision to the Tender Price that would result if the equivalent were accepted.

1.12. HARMONIZED SALES TAX

The tendered unit prices shall include the HST and this amount shall be shown separately on the Tender Form and on invoices submitted by the Contractor.

1.13. TAXES AND DUTIES

The Tenderer shall include sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.

If sales taxes are increased or decreased, or other amendments are made in the legislation during the course of the Contract that alter tax amounts carried in the Contract price, an adjustment will be made accordingly to the Total Contract Price.

The Contractor shall keep records and invoices of accounts subject to HST for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedures for tax exemption and/or refunding and include related administrative costs in the Tender.

1.14. NON-RESIDENT CONTRACTOR

If the Contractor is a non-resident of Ontario, it shall, immediately after it has received the Contract Administrator's written order to commence work, obtain from the Retail Sales Tax Branch a certificate showing that the Contractor has registered with the Retail Sales Tax Branch and shall submit such certificate to the Corporation.

The Contractor shall not commence work or order any materials or equipment for the Contract until it has registered with the Retail Sales Tax Branch.

The Contractor shall ensure that all sub-contractors proposed for carrying out any of the work required by the Contract and which are non-residents of Ontario have registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work.

1.15. EXAMINATION OF SITE AND SUB-SURFACE CONDITIONS

Each Tenderer must visit the site of the work before submitting its Tender and must satisfy itself by personal examination as to the local conditions to be encountered during the construction and conduct of the work. It shall make its own estimate of the surface facilities, sub-surface conditions and difficulties to be encountered. It is not to claim at any time after submission of its Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Tenderer, during the period of tender, shall make such additional examination of the soil and subsurface conditions as it may deem necessary to satisfy itself as to the conditions that may be encountered during construction.

1.16. QUESTIONS DURING TENDER PERIOD

Communications and clarification requests concerning this Tender are to be sent in writing and directed to:

Laura Gibson, Finance Assistant
Fax: (807) 935-2161
E-mail: laura.gibson@oliverpaipoonge.on.ca

Inquiries must not be directed to other Municipal employees or Elected Officials. Directing inquiries to other than those designated may result in your bid being rejected. The deadline for questions/inquiries will be **Wednesday, April 18, 2018 at 12:00 noon.**

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties.

Any and all changes to the Tender will be issued by the Director of Operations (or designate) in the form of a written addendum.

1.17 AWARD OF CONTRACT

Portions of the work as identified in the Tender Form may be deleted to meet budget constraints, government approvals or other reasons that prevent the Owner from proceeding with the full scope of work in the Tender.

The lowest price tender will be identified by the Owner based on the lowest total tender price determined before the deletions have been deducted.

The lowest or any tender will not necessarily be accepted.

1.18 AGREEMENT TO BOND

Every Tender shall be accompanied by an "Agreement to Bond" in the form included with the Tender Form and shall be executed under its corporate seal by a Surety Company lawfully doing business in the Province of Ontario from which the Tenderer proposes to obtain the required Bonds prescribed in the Contract. In the event that the Tenderer proposes to submit an alternate Performance Guarantee, a letter from the Bank confirming that the institution is providing the Performance Guarantee as required to be submitted with the Tender.

- 1) The Contractor, together with a Surety Company authorized to carry on business in the Province of Ontario, shall furnish a 50% Labour and Materials Payment Bond to the Municipality using CCA Document(s) 22. The Bond shall remain in effect until 12 months after the date Municipality accepts the entire work.
- 2) The Contractor, together with a Surety Company authorized to carry on business in the Province of Ontario, shall furnish a Performance Bond to the Municipality using CCA Document(s) 21 in the amount of 100%
- 3) In lieu of the Bonds specified in Paragraphs 1) and 2) above, the Contractor may provide unconditional Irremovable Letters of Credit, in a form acceptable to the Municipality and/or a certified cheque made out to the Municipality.

1.19 MANDATORY SITE VISIT

There will be a one-time only Mandatory Site Visit and Meeting to be held on:

Date: Thursday, April 12, 2018

Time: 2:00 PM, local time

Location: John St Road West Bridge – located west of Maki Road – NW of Murillo

Bidders must register (sign-in) with the Municipal representative conducting the site meeting.

Failure to attend and to register (sign-in) will result in the bid being disqualified.

Each bidder must visit the site of the work before submitting his Tender and must satisfy himself by personal examination as to the local conditions to be encountered during the design, delivery, installation and commissioning of the work. He shall make his own estimate of the difficulties to be encountered. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

**SECTION 2
TENDER FORM**

**2.0 TENDER NO. 07-2018: John St Road West Bridge Removal and
Twin Culvert Installation**

2.1 SUBMISSION

The following Tender is hereby submitted to:

The Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn ON P7K 0B1 2G0

Hereinafter called the "Owner"

On behalf of:

Legal Name of Firm/Individual

Name of Contact Person

Mailing Address: Street Number, Street Name, City, Postal Code

Telephone No.:

Fax No.:

Cell No.:

Email Address

Hereinafter called the "Tenderer"

2.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings (if any), including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H. S. T.) of:

_____ (\$)
(words) (numbers)

2.2 QUANTITIES

The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

2.3 ADDITIONS AND DEDUCTIONS

2.3.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of any Contract Change Order previously issued by the Contract Administrator or any of the rights of the owner or of the Contract Administrator under the Contract.

2.3.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 2.3.1 above shall be determined as follows:

- (i) The Schedule of Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

2.4 ADDENDA

We agree that we have received Addenda to inclusive, and the tender price includes for the provisions set out in such Addenda.

2.5 CONTRACT TIME

- (i) We agree to commence the Work as specified, on or around June 18, 2018, with work not to commence until the contract has been officially accepted by the Municipality, the Insurance and WSIB Certificates, and required Bonds are received and satisfactory to the Municipality. Once commenced, work will proceed continuously to completion with the work to be fully completed by September 1, 2018.

2.6 SCHEDULE OF TENDER PRICES

John St Road West Bridge Removal and Twin Culvert Installation				
Item	Description	Units & Quantities	Unit Price	Total
0001	Granular "B" for Roadway	480 m ³	\$	\$
0002	Granular "M" for Roadway	240 m ³	\$	\$
0003	Installation of Twin (2) 2400mm Dia CSP	14 meters	\$	\$
0004	Installation of By-Pass pipe 900mm Dia CSP including two (2) concrete support structures	16 meters	\$	\$
0005	Bridge Removal	1 Lump Sum	\$	\$
0006	Rock outflow for By-Pass pipe	1 Lump Sum	\$	\$
0007	Environmental measures	1 Lump Sum	\$	\$
0008	Cribbing Removal	1 Lump Sum	\$	\$
0009	Temporary Dam Construction (install/maintain/remove)	1 Lump Sum	\$	\$
0010	Temporary Roadway Construction (including all materials and removal upon project completion)	1 Lump Sum	\$	\$
Provisional Items				
0011	20000 kg track excavator (min) c/w 35000 kg rgvw truck (min)	20 hours	\$	\$
0012	Contingency Allowance	1 Lump Sum		\$10,000
Sub-Total Price Before H.S.T.				\$
H.S.T				\$
Total Price				\$
Company H.S.T Registration Number				

2.7 DECLARATIONS OF TENDERER

- (i) The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed contract for which this tender is made.
- (ii) The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respect fair and without collusion or fraud.

2.8 CONDITIONS OF TENDER

This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

2.9 DISCLAIMER

The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

2.10 SIGNATURES

Offered by the Tenderer _____
(company name)

this _____ day of _____, 2018.

Signature of Tenderer, Title

Signature of Witness

Signature of Tenderer, Title

Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

“I/We have authority to bind the Corporation.”

“If the tender is submitted by an individual or partnership, it is deemed to be given under seal.”

**ACCEPTED BY THE CORPORATION OF THE MUNICIPALITY OF OLIVER
PAIPOONGE**

THIS _____ DAY OF _____, 2018

BY-LAW NUMBER

MAYOR

CAO / CLERK

**SECTION 2-A
AGREEMENT**

This Agreement made in duplicate this ____ day of _____, 2018, between

The Corporation of the Municipality of Oliver Paipoonge (hereinafter called the "Owner")

AND

_____ (hereinafter called the "Contractor")

WITNESSETH that the Contractor agrees with the Owner to perform all the work in accordance with the Contract Documents referred to in the tender of the Contractor dated the ____ day of _____, 2018 (which shall be deemed to form part of the Contract) for the total contract price of \$_____ which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor that, in consideration of the work being performed by the Contractor as specified, the Owner shall pay the Contractor for said work in accordance with the provisions set outing the attached Contract Documents.

Time shall be of the essence of this Contract.

IN WITNESSED WEHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

In the presence of:

OWNER

Mayor Lucy Kloosterhuis

CAO/Clerk Wayne Hanchard

CONTRACTOR

Name and Title

Signature

Name and Title

Signature

Note: In the case of a tender submitted by a Corporation, the signatories warrant at follows: "I/We have the authority to bind the Corporation." If the tender is submitted by an individual or partnership, it is deemed to be given under seal.

SECTION 3 GENERAL REQUIREMENTS

3.0 GENERAL

3.1 DESCRIPTION OF WORK

The Work of the Contract includes:

- John St Road West Bridge Removal and Installation of Twin CSP's – located west of Maki Road – NW of Murillo

The description of the Work stated above is not, nor is it intended to be, a complete and all-inclusive "Description of Work".

3.2 PRECONSTRUCTION MEETING

- a) Following award of the Contract and the instruction to commence the Work, the Owner will convene a preconstruction meeting with the Owner's representative, the Tenderer, and affected utilities.
- b) The meeting agenda will include:
 1. the appointment and notification of official representatives of participants in the Work;
 2. requirements for temporary facilities, site signs, offices, storage sheds, utilities, hoarding, site access and use;
 3. Health and Safety issues;
 4. site security;
 5. the Work schedule, including the Products delivery schedule;
 6. a schedule for submission of shop drawings, samples and similar documents;
 7. a schedule for site meetings;
 8. a review of administrative procedures, including change notices, change orders, site instructions, record drawings, maintenance manuals, take-over procedures, progress claims;
 9. the appointment of inspection and testing agencies or firms; and
 10. other items as arise at the meeting.

- c) The Owner will arrange space and facilities for the meeting, and document the responsibilities and necessary activities of the participants during construction as discussed, and prepare and distribute minutes of the meeting to each attendee.

3.3 SITE MEETING

A Mandatory visit is scheduled for Thursday, April 12, 2018 at 2:00 p.m.

Attendees will be required to sign in. Failure to attend will result in your proposal being rejected.

Bids will be accepted on the basis that the bidder has reviewed the premises and site so as to compare them with the contract documents, and has satisfied themselves as to the conditions and means of access and the nature and quantity of work required. No allowance will be made to the successful bidder by reason for error or neglect on its part in this respect.

3.4 SITE PROGRESS RECORDS

- a) Maintain at the site a permanent written record of progress of the Work. Make the record available to the Owner upon request and provide him with a copy if requested. Include in the record each day:
 1. the weather conditions with maximum and minimum temperatures;
 2. the conditions encountered during excavation;
 3. the commencement and the completion dates of the Work of each trade in each area of the Contract;
 4. the erection and removal dates of formwork in each area of the Contract;
 5. the dates, the quantities, and the particulars of each concrete pour;
 6. the dates, the quantities, and the particulars of roofing installation;
 7. the numbers and classifications of the Tenderer's and the SubTenderer's tradesmen working at the site and the numbers and classifications of construction machinery and equipment and the number of hours each is operated;
 8. the visits to the site by the Owner, the regulatory authorities, the testing companies, the sub-Tenderers and the suppliers.

3.5 WORK ADJACENT TO PUBLIC OR PRIVATE PROPERTY

Obtain written consent from the owner of adjacent property before proceeding with a part of the Work that necessitates entry onto such property for the underpinning of adjacent structures and where over swing of cranes may occur. Such written consent will not limit the Tenderer's responsibility for property damage or personal injury.

3.6 TEMPORARY CONSTRUCTION FACILITIES, SERVICES AND CONTROLS

- a) Provide temporary facilities, services and controls required as construction aids or by regulatory authorities.
- b) Paint the public side of the site enclosure in selected colours with one prime coat and one coat of exterior paint with colour as directed. Maintain the public side of the enclosure in a clean condition.

3.7 ROADS AND TRAFFIC CONTROL

When public thoroughfares are to be closed, or traffic restricted, notify the road authority, the fire department, the police department, the ambulance service, giving at least seven day notice of the closing or restriction.

Close thoroughfares or restrict normal traffic flow only with the consent of the authorities having jurisdiction, and in accordance with their requirements.

At all times during construction, one lane for traffic shall be available.

3.8 TESTING AND QUALITY CONTROL

- a) Unless otherwise noted, the Owner will select and pay for the services of a testing agency or laboratory for tests that are required but not specified, other than tests required by by-laws, statutes and regulations applicable to the Work.
- b) Remove and replace Products indicated in inspection and test reports as failing to comply with the Contract Documents.
- c) Correct improper installation procedures reported in the inspection and test reports.
- d) Pay the costs for the re-inspection and testing of replaced work.
- e) It is not the responsibility of the inspection and testing agents to supervise, instruct in current methods or accept or reject a part of the Work, but only to inspect, test and to report conditions.
- f) Notify the Owner and the appropriate inspection and testing agent not less than forty-eight hours prior to the commencement of the part of the Work to be inspected and tested.

- g) Ensure the presence of the authorized inspection and testing agent at the commencement of the part of the Work specified to be inspected or tested.
- h) Ensure the inspection and testing reports are issued promptly (normally within forty-eight hours), and that the Owner is notified forthwith if the report indicates improper conditions or procedures.
- i) Co-operate with and provide facilities for the inspection and testing agents to perform their duties.
- j) Provide proper facilities for the storage of concrete specimens at correct temperature, free from vibration or damage in accordance with the instruction of the inspection and testing agent and the governing standard.

3.9 CODES AND STANDARDS

- a) In the case of a conflict or discrepancy between the Contract Documents and the governing standards, the more stringent requirements apply.
- b) Unless the edition number and date are specified, the reference to the manufacturer's and published codes, standards, and specifications are to the latest edition published by the issuing authority, current at the date of tender closing.
- c) Reference standards and specifications are quoted in this Specification to establish minimum standards. Work in quality exceeding these minimum standards conforms with the Contract.
- d) Where reference is made to a manufacturer's direction, instruction, or specification it is deemed to include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the Products pertinent to their use and their relationship to the Products with which they are incorporated.
- e) Where reference is made to regulatory authorities, it includes all authorities who have, within their constituted powers, the right to enforce the laws of the Place of Work.

3.10 LABOUR, PRODUCTS AND WORKMANSHIP

- a) Products named in the Specifications or on the Drawings by manufacturer's name and model number establish the size, quality and performance standards for the Work. In most cases, alternate manufacturers' Products are listed as acceptable for the named manufacturer's Product. Base the Tender Price on the named manufacturer's Product or the Product of an alternate manufacturer. If no alternate manufacturers are listed, base the tender price on the named manufacturer's Product.

- b) The Work has been designed on the basis of the named manufacturer's Product. If the tender price is based on an alternate, acceptable, manufacturer's Product, ensure the alternate, acceptable manufacturer's Product is equivalent in size, quality and performance to the named manufacturer's Product. Include in the tender price for any modifications to the Work necessary to accommodate the alternate, acceptable manufacturer's Product and submit for the Owner's review a dimensioned layout of the space into which such Product is to be installed.
- c) Give preference to the hiring of local workers, provided they are available and physically fit and qualified by training and experience to perform the Work. The foregoing does not apply to superintendent, timekeeper, foreman and construction equipment and machine operators, or until ten days after the commencement of the Work. Make available at all reasonable times for examination by the Owner, the labour rolls for the determination of the domicile of the workers.

3.11 SCHEDULES

- a) Within fourteen days of the written notification of tender acceptance, submit for the Owner's review, the following schedules:
 - 1. a construction schedule;
 - 2. a submittal schedule for shop drawings and Product data sheets;
 - 3. a submittal schedule for samples;
 - 4. a Product delivery schedule; and,
 - 5. a cash flow schedule.
- b) Prepare each schedule in the form of a horizontal bar chart, with a separate bar for each trade or operation, and a time scale identifying the first work day of each week.
- c) Consult with the Owner during preparation of the schedules; make any corrections agreed to during the review period, and issue final copies to the Owner.
- d) Periodically update each schedule during the course of construction and issue revised copies.
- e) If the progress of any part of the construction falls behind schedule, immediately notify the Owner in writing giving the reason for the delay and the action to be taken to regain the construction schedule to complete the Work at the Contract Time.

3.12 MEASUREMENTS FOR PAYMENT

- a) Notify the Owner sufficiently in advance of operations to allow required measurements for payment. Unless otherwise specified, measurements will be taken in the horizontal plane.

3.13 OPTIONAL ALTERNATIVE PRICES

- a) Optional alternative prices are identified costs for work to be added to or deducted from the total cost for the Contract. Each optional alternative price is to include statutory charges, overhead and profit, all applicable taxes and duties, and all other related charges on account of the work.
- b) Calculation of the Contract Price will be based on these additions or deductions, consistent with their acceptance or rejection by the Owner.

3.14 UNIT PRICES

- a) Unit prices included in the Agreement and submitted as part of the tender are to be based on units of measurement specified in the bidding documents and are to include for labour, materials, preparation of shop drawings, delivery, handling, disposal of surplus material, overhead and profit, and any other direct or indirect expenditures of such work measured complete in place, and as further specified in the Contract Documents.
- b) Unit price for specified units of measurement are to apply to all work that can be measured in the said units regardless of the variations in productivity and job conditions, or the time when instructions to perform such work are issued.
- c) Unit prices are to apply only to the net change in quantities for each unit of work in each change to the Work, if the instructions to change have been given before the start of the Work and/or the ordering of Products.
- d) After the Work has been started, the unit prices are to cover the new work without any credit for the work already completed. Work completed and to be removed to accommodate new work will be paid for as described for Changes in the Work in the General Conditions as a lump sum or by cost and fixed or percentage fee basis.
- e) Unit prices for "CREDIT" are not to be less than 85% of unit prices for "EXTRA".
- f) Submit unit prices as described on the proper tender form appendix.

3.15 CUTTING AND PATCHING

- a) Remove and replace defective and non-conforming work.
- b) Where new work connects with existing work and where existing work is altered, cut, patch and make good to match existing work.
- c) Do all cutting with power saws or core drilling equipment. Do not use pneumatic or impact tools. Make all cuts with clean, true, smooth edges.
- d) Do not cut, bore or sleeve any load bearing structure without the written consent of the Owner, unless specifically detailed on the Drawings. Submit details with each request for consent.
- e) Prepare the surfaces to receive patching and finishing.

3.16 WARRANTY INSPECTION

- a) The Owner will arrange and conduct with the Tenderer a warranty inspection at the site prior to expiration of the one-year warranty period.

3.17 MUNICIPALITY OF OLIVER PAIPOONGE POLICY ON TENDERER SAFETY

- a) Policy Statement:

All Tenderers or land developers working on municipal projects are required to work in compliance to The Ontario Occupational Health and Safety Act and Regulations. All Tenderers working on Municipal streets and roads will comply with the Ministry of Transportation – Traffic Control Manual for Roadway Work Operations.

Failure to comply to will be considered a breach of contract and may result in work stoppage, Ministry of Labour involvement, or in termination of the contract.

- b) Tenderer safety deficiencies will be addressed by the Owner in the following progressive steps:
 1. The problem will be identified to the Tenderer (site supervisor).
 2. The Tenderer's head office will be contacted about the problem, orally and later in writing.
 3. If the problem remains unresolved then the Ministry of Labour will be notified of the violation and if necessary the work will be stopped until the problem is corrected.
 4. The contract may be terminated by the Owner.

3.18 WITHHOLD OF PAYMENT:

Time for Completion and Withhold of Payment

- a) Completion Date: **Saturday, September 1st, 2018.**

Time shall be strictly of the essence of this Contract.

- b) Progress of the Work and Time for Completion:

The work area for this contract is restricted to a June 15th start date for any work encroaching on the waterway.

The Tenderer shall complete this Contract in its entirety by the completion date specified in the Tender Form.

If the time limit specified is not sufficient to permit completion of the Work by the Tenderer working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Tenderer 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 therefor.

An Extension of Time may be granted in writing by the Owner in his or her sole discretion in the event of the Work being delayed beyond the prescribed time for completion. Such extension shall be for such time as the Owner may prescribe and the Owner shall fix the terms on which such an extension may be granted. An application for an Extension of Time shall be made in writing by the Tenderer to the Owner at least 15 days prior to the date of completion fixed by the Contract. The date of expiry of all Bonds and other Surety furnished to the Owner by the Tenderer shall be extended at the expense of the Tenderer.

Any Extension of Time that may be granted to the Tenderer shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract and all of such rights shall continue in full force and effect after the time limited in this Contract for completion of the work and whenever in this Contract, power or authority is given to the Owner or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Tenderer in respect of the Work or Contract or any portion thereof, such powers or authorities may be exercised from time to time, and 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 case of the Tenderer being permitted to proceed with the execution of the Work under an Extension of

Time granted by the Owner. In the event of the Owner granting an Extension of Time, time shall continue to be deemed strictly of the essence of this Contract.

c) **Withhold of Payment:**

The Owner may withhold any or all payments to the Tenderer or portions thereof if circumstances where the Tenderer is considered by the Owner to be unreasonably in default of specified times for completion of the work. This is in addition to and without prejudice to any other remedy, action or other alternatives that may be available to the Owner.

The Tenderer shall not be assessed with the withholding of payment for any delay caused by Acts of God, or of the Public Enemy, Act of the Corporation, the Owner, or of any Foreign State, Fire, Epidemics, Quarantine Restrictions, Embargoes, or Delays of sub-Tenderers due to such causes. If the Tenderer is delayed by reason of alterations or changes made by the Owner of the General or Specific Conditions, the time of completion shall be extended as determined by the Owner in his or her sole discretion.

3.19 MAINTENANCE SECURITY HOLDBACK:

- a) In addition to any other holdback required by statute or otherwise agreed by the Parties, the Owner will retain, until expiry of the warranty referred to in 3.16, money in the amount calculated pursuant to Paragraphs b) and c) hereof which money may be applied by the Owner in whole or in part in order to reimburse the Owner for losses, costs incurred or funds expended by the Owner as a result of default by the Tenderer respecting the warranty obligations of the Tenderer set out in the Contract.
- b) The said holdback for warranty obligations referred to in the preceding paragraph shall be first retained when the Owner certifies that Work to the value of 70% of the Contract Price has been performed and shall be calculated and shown as an amount to be retained in the monthly applications for payment by the Tenderer in succeeding applications, commencing when the Tenderer makes his first application for payment on the basis that work to the value of 70% of the Contract Price has been performed.
- c) A Maintenance Security Holdback will be calculated in accordance with the following Table:

Contract Value	Security Holdback
Less than \$ 300,000	2% of contract value
\$300,000 - \$ 800,000	\$10,000
\$800,000 - \$1,500,000	\$15,000
Greater than \$1,500,000	1% of contract value

- d) The Maintenance Security Holdback is in addition to any other rights or remedies of the Owner in respect to the correction of the Tenderer's default of the Tenderer's warranty obligations.

3.20 EXCAVATED MATERIAL USE AND DISPOSAL

Excess material from ditching and road excavation will be disposed of at Contractor's expense.

3.21 PROPERTY BARS

Property bars are to be maintained and shall not be removed or damaged during earth excavation or grading operations. All cost associated with identifying, marking, and maintaining the property bars shall be included in the contract tender bid price.

3.22 UTILITY AND SERVICE LOCATIONS

Overhead and underground utilities may be located within the Contract Limits. The Contractor is responsible for any damages resulting from his operations. The Contractor is responsible for arranging utility locates, as required. The Contractor shall work around all poles, guy wires and gas lines and shall exercise necessary care and precautions to safeguard these poles and gas lines from damages during grading operations. Earth excavation by mechanical or manual methods may be required around existing utilities. The Contractor shall utilize appropriate sized equipment to complete grading work while maintaining the minimum operating distances from overhead utilities as identified in the Occupational Health and Safety Act Regulations for Construction Projects and all other applicable regulations. All costs for the required excavation and approvals shall be borne by the Contractor.

All utilities shall be located prior to excavation.

3.23 TRAFFIC CONTROL

The Contractor shall be responsible for signing and traffic control in accordance with the OTM Book 7, as required to ensure the safety of both the public and the staff involved in construction.

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job site, so that vehicular movements are accomplished with minimum interference and interruptions to traffic.

**SECTION 4
SPECIAL PROVISIONS AND CONDITIONS**

**Special Provisions and Conditions
Section 2 Tender Forms**

0001 LOAD, HAUL, PLACE AND COMPACT GRANULAR “B”

1. Granular “B” will be used for backfill of culverts and roadway.
2. Granular “B” material will be supplied from stockpile at the Municipality’s Everett Pit at the corner of Everett Road and Maki Road. Contractor shall load and transport material to site.
3. Water for compaction and dust control included in this item.
4. Contractor is responsible for loading of his own trucks. Overloading will not be permitted

0002 LOAD, HAUL, PLACE AND COMPACT GRANULAR “M”

1. Granular “M” will be used for construction of roadway within the limits
2. Water for compaction and dust control included in this item.
3. Compaction Testing will be provided by the Municipality at the municipality’s cost.
4. Based on an average depth of 100mm.
5. Overloading will not be permitted
6. Granular “M” material will be supplied from stockpile at the Municipality’s Everett Pit at the corner of Everett Road and Maki Road. Contractor shall load and transport material to site.

0003 CULVERTS

1. All culverts, including temporary for detour, are to be picked up from Armtec on Cooper Road.at the Contractors expense. All culverts have been paid for by the Municipality and every effort shall be made to protect their integrity. A final inspection prior to backfill shall be performed by the Contract Administrator or his designate. Any damage caused by the Contractor, will be rectified accordingly

0004 BY-PASS PIPE

1. Work involves the installation of a by-pass pipe to facilitate working in the dry.
2. By-pass pipe shall remain in place upon completion to help with high flow occurrences.
3. All new pipe required for culvert installations is available at Armtec Ltd., Cooper Road, Rosslyn. Contractor to make provisions for pickup and delivery to site at their own expense.
4. The pipe has been paid for by the Municipality. Contractor is responsible for any damage incurred to the pipe during delivery or placement.
5. A final assessment of pipe condition will occur prior to backfill commencing

6. Payment for this item shall include removal of 1.0m from both ends upon completion of project.

0005 BRIDGE REMOVAL

1. Existing timber deck shall be removed from site at contractor's expense.
2. Existing timbers in cribs shall be removed off site at contractor's expense and disposed of at Municipal Landfill. There will be no Tipping Fees applied.
3. Designing for a 25 year Storm Event in regards to Sediment Control is required around this site.
4. Refer to page 28 of this tender for specific directions with respect to the permit from the Lakehead Region Conservation Authority (LRCA).

0006-0010

1. These items will be addressed at the Mandatory Site Visit on April 12, 2018.

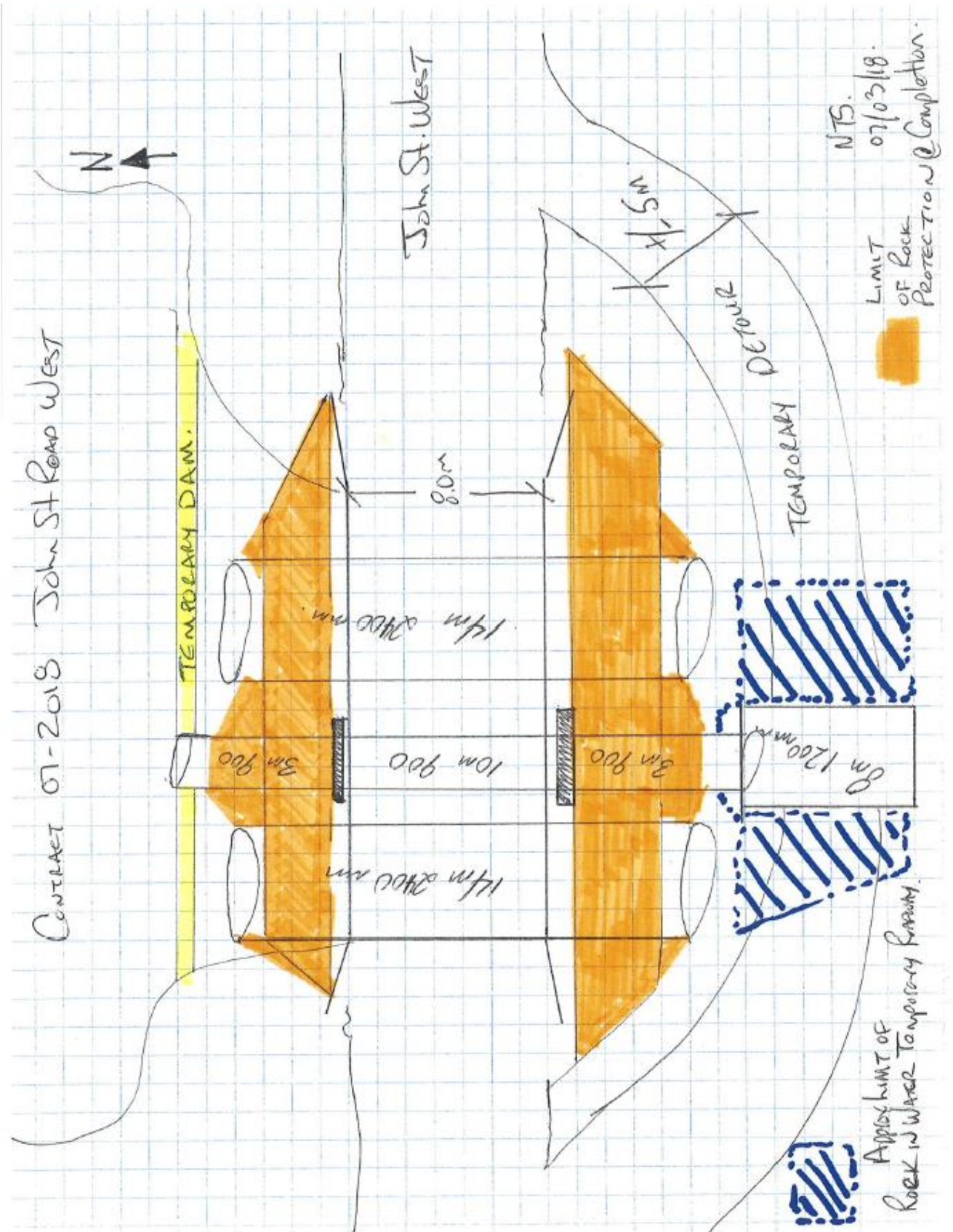
0011-0012 PROVISIONAL ITEMS

1. Minimum 20,000 kg Tracked Excavator with operator and a minimum 35,000 kg RGWW operated dump truck
2. No allocation of these hours will be permitted until approved by the Contract Administrator or designate.

Contract # 07-2018 John Street Road West Bridge Removal and Twin Pipe Installation

Order of Operations for LRCA Approval Permit

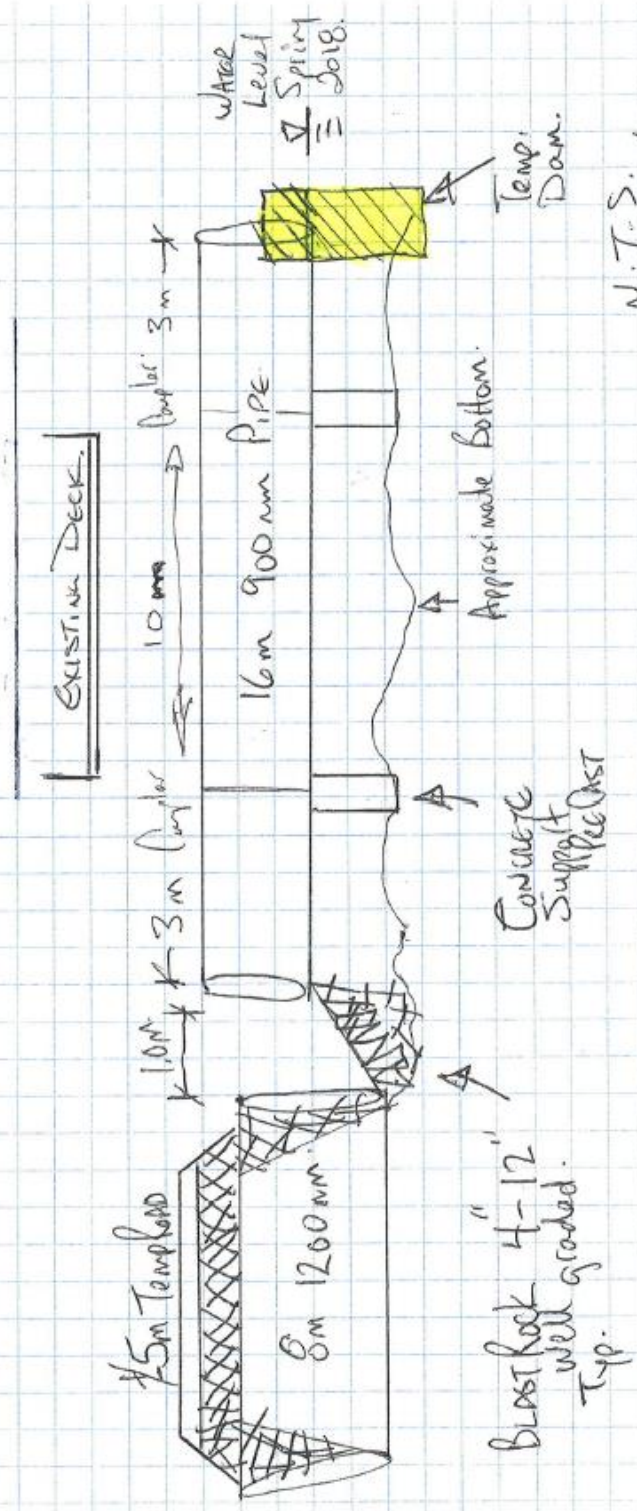
- 1) Install Downstream (south side) Environmental Measures
- 2) Install temporary 8m long by 1200mm Diameter CSP for Temporary Roadway c/w Clean Blast Rock instream at a point approximately 5 m south of bridge abutment (see sketch)
- 3) Level bypass roadway with nominal gravel for temporary passage
- 4) Install Temporary Dam at a point 4 meters north of bridge abutment on north side to approximately 0.5m above water table.
- 5) Install temporary dewatering pumps as required to keep work area as dry as possible. Any water flow from hoses that is discharged downstream shall have proper environmental measures prior to stream entry. (eg. Straw bales and Silt Fence)
- 6) Install 16m of 900mm Diameter CSP by-pass pipe c/w temporary support (see sketch)
- 7) Remove bridge deck and cribbing
- 8) Install bedding at a point approximately 1.2m below water level to accept twin 2100mm diameter CSP
- 9) Install 14 m of twin 2400mm dia. CSP as shown on sketch
- 10) During Backfill operations care must be taken to protect 900mm CSP as it will remain in place upon completion. Ensure backfill material is incorporated into the haunches of the 900mm pipe
- 11) Once Backfill of new pipes are complete to within 100mm of finished road grade, remove temporary roadway incorporating Blast Rock into South Side Rock protection around new pipes.
- 12) Supply and Place Rock protection around inlet of New Twin pipes on North Side
- 13) Remove all temporary pumps
- 14) Slowly remove Temporary Dam ensuring downstream flows through new pipes are not creating any environmental issues
- 15) Once water level stabilizes, remove 1.0m of 900mm Bypass pipe from both ends.
- 16) Reinstate roadway to cross fall as required with 100mm of Granular "M"
- 17) Remove all environmental measures and return work area to previous condition or better



CONTRACT 07-2018 JOHN ST. ROAD WEST

BY-PASS PIPE DETAIL

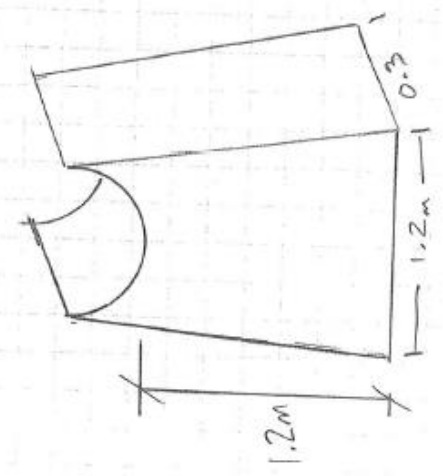
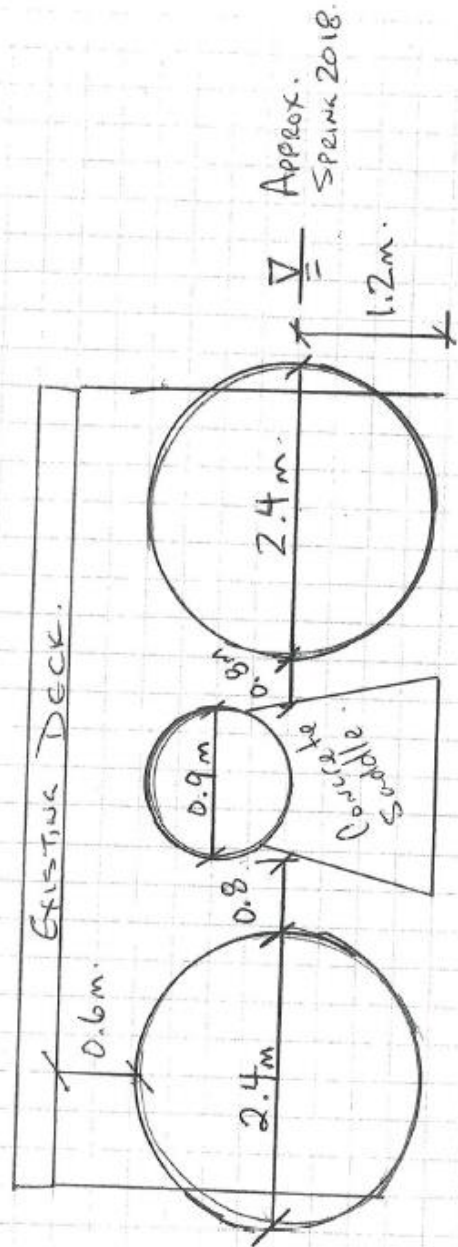
N.B. - TO REMAIN IN PLACE UPON COMPLETION



N.T.S.
07/03/18.

CONTRACT 07-2018 JOHN ST WEST.

Typical X-SECTION



CONCRETE SADDLE DETAIL.
(2) REQUIRED.

N.T.S.
06/03/18

**SECTION 5
TENDERING STATEMENTS**

Statement 'A' – Tenderer's Experience in Similar Work

Statement 'B' – Tenderer's Senior Supervisory Staff

Statement 'C' – Tenderer's Construction Plant

Statement 'D' – Subcontractors and Suppliers

Statement 'E' – Schedule of Equivalents

STATEMENT 'A' – TENDERER'S EXPERIENCE IN SIMILAR WORK

<u>Year</u>	<u>Description of Contract</u>	<u>Owner's Name</u>	<u>Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STATEMENT 'B' – TENDERER'S SENIOR SUPERVISORY STAFF

<u>Name</u>	<u>Appointment</u>	<u>Qualification and Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT 'C' – TENDERER'S CONSTRUCTION PLANT

STATEMENT 'D' – SUB-CONTRACTORS AND SUPPLIERS

The Tenderer shall quote the name and address of each proposed sub-contractor or supplier. After the Tender has been accepted by the Owner, the Contractor shall not be allowed to substitute other sub-contractors or suppliers in place of those named below without written approval of the Contract Administrator.

NOTE: Indicate “N/A” or “None” if you intend on performing all aspects of this Work.

<u>Sub-Trade Section or Equipment</u>	<u>Name and Address of Subcontractor or Supplier</u>
Gravel	

STATEMENT 'E' – SCHEDULE OF EQUIVALENTS

<u>Specified Article</u>	<u>Name of Submitted Equivalent</u>	<u>Catalogue No. etc. of Submitted Equivalent</u>	<u>Proposed Price Revision</u>

SECTION 6 - AGREEMENT TO BOND

Date: _____, 2018

[Name of Surety Company]

[Address]

Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn, Ontario, P7K 0B1

Gentlemen:

Tender No: _____

Should the Municipality of Oliver Paipoonge [hereinafter referred to as the "Owner"] accept the Tender of and execute an Agreement with _____ [hereinafter referred to as the "Tenderer"], we, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Surety for the Tenderer in any of the following bonds, on the standard format of the Canadian Construction Association.

1. Performance Bond for an amount equal to 100% of the Total Tender Price.
2. Labour and Material Payment Bond for an amount equal to 50% of the Total Tender Price.

We, the undersigned Surety Company, agree to furnish the Owner with the said Bonds within 7 days after written notification that the Owner has requested the said Bond or Bonds. We hereby further declare that our Company is legally entitled to do business in the Province of Ontario.

Yours Truly,

[Name of Surety Company]

[Address]

[Seal]

NOTE: This agreement must be executed on behalf of the Surety Company by its authorized Officers under the Company's corporate seal.

**SECTION 7
ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005
COMPLIANCE FORM FOR CONTRACTORS**

**ONTARIO REGULATION 429/07
(Accessibility Standards For Customer Services Section 6, Training)**

Contracting Party: _____

Address: _____

Location of work being provided to the Municipality:

Work being performed for the Municipality:

Anticipated duration of the contract or services being provided:

I have the authority to bind the contracting party and I verify that our company meets the requirements of the Accessibility For Customer Service Regulation 429/07, Section 6; Training For Staff and will continue to meet these requirements for the duration of the contract or services being provided to the Municipality.

Signature: _____

Title: _____

Date: _____

Please submit to the Municipality prior to beginning of any contract work for the Municipality.

**SECTION 8
UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER
PAIPOONGE'S POLICY ON CONTRACTOR SAFETY**

Name of Contractor: _____
(the "Contractor")

Description of Contract: _____
(the "Contract")

Name of Authorized Representative of the Contractor

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;
- (c) To comply with the Municipality of Oliver Paipoonge Contractor Safety Policy as set out in the Supplementary General Conditions.

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the Municipality of Oliver Paipoonge's (hereinafter the Corporation) discretion, lead to the termination of this Contract;
- (b) To permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.

- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry(ies).
- (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.

(b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

I/We have the authority to bind the Contractor.

_____ (Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the validity of the above signatures.

Print Name

SECTION 9 ENVIRONMENTAL PROTECTION

1.1 INTENT

This Section covers the work for the protection of the environment during construction.

The provisions of this Section are in addition to the provisions of other Sections of this Contract.

1.2 SITE WORKING AREAS

Confine operations to limits of the site working area shown on Drawings.

Provide access roads to the site working area and on the site in locations shown or otherwise acceptable to the Contract Administrator.

Install fencing suitable to the Engineer to clearly define the working limits to the site working area, haul routes, parking areas, access routes and maintenance areas to ensure all activity is confined to these areas.

1.3 CODES AND STANDARDS

The contractor shall make themselves fully aware of the governmental requirements in regards to the following areas of concern:

- a) Construction Works Yard and Access Routes
- b) Equipment Fueling, Maintenance and Storage
- c) Mud, Dust and Particulate Control
- d) Noise and Vibration Control
- e) Drilling and Blasting
- f) Protection of Land Features and Vegetation
- g) Clearing Right-of-Way/Disposal of Excess Material
- h) Site Drainage and Erosion Control
- i) De-watering
- j) Water Crossings and Construction through Sensitive Areas
- k) Groundwater and Well
- l) Hydrostatic Testing and Disinfection
- m) Site Restoration

1.4 PERMITS

Prior to doing any work on the shoreline or in the water body the Contractor must first apply for and receive a work permit from the Ministry of Natural Resources.

1.5 CONSTRUCTION PRACTICES

Notwithstanding the above general concerns, the following environmental construction practices are specific to this Contract:

- a) No channel construction or work shall be carried out that will interfere with the migration of fish.
- b) Control measures shall be provided to prevent silt-laden water from entering natural watercourses.
- c) The velocity of discharge water shall be controlled to prevent unnecessary disturbance of natural watercourses.
- d) All equipment maintenance and refueling shall be carried out so as to prevent the entry of petroleum products into the ground or watercourses at all times.
- e) The Contractor shall ensure the immediate availability of the products with which to effect temporary repair to broken pipelines and other services so the spill or other emission of a pollutant is immediately controlled and stopped and to mitigate the damages.
- f) Maintain temporary erosion and pollution control features installed under this contract.
- g) Control noise emission from equipment and plant to local authorities' noise emission requirements.
- h) Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.6 ARCHAEOLOGY

During the performance of the work, have regard to the requirements of the Ontario Heritage Act, RSO 1980, Chapter 59, and the Cemeteries Act; RSO 1980, Chapter 337.

If any archaeological and historical resources are discovered during the performance of the work, the performance of the work in the area of the discovery is to halt. Notify the Ministry of Citizenship, Culture and Recreation, Archaeology & Heritage Planning Branch, for an assessment of the discovery. Do not resume work in the area of the discovery until cleared to do so by the Ministry.

If the Work is delayed by archaeological discoveries or the Contractor is required to assist in an archaeological investigation, compensation will be paid the Contractor in accordance with the General Conditions.

1.7 SITE RESTORATION

In general, the Contractor shall restore the site to conditions equal to or, if specified elsewhere, to a condition better than existing conditions.

The Contractor shall restore lands outside of the limits of the Work which are disturbed by the Work to their original condition.

1.8 SPILLS REPORTING

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission of who causes or permits it must forthwith notify:

- a) the Ministry of Environment (Tel. 1-800-268-6060);
- b) the municipality or the regional municipality within the boundaries of which the spill occurred;
- c) the owner of the pollutant, if known;
- d) the person having control of the pollutant, if known; and
- e) the Contract Administrator of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto.

1.9 CONTINGENCY PLAN

Prior to commencing construction, the Contractor shall prepare a contingency plan for the control and clean up of a spill. The Contractor shall submit for the Contract Administrator's review and the review of other responsible Parties a copy of the Contingency Plan and make appropriate changes to it based on review comments received. The plans shall be reviewed at the pre-construction meeting. The contingency plan shall include:

- a) the names and the telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- b) the names and the telephone numbers of the representatives of the fire, the police and the health departments of the local municipalities who are responsible to respond to emergency situations;
- c) the names and the telephone numbers of the companies experienced in the control and cleanup of hazardous materials that would be called upon in an emergency involving a spill;
- d) the Contractor's proposal for the immediate containment and control of the spill, the cleanup procedures to be initiated immediately and any other action to be taken to mitigate the potential environmental damage while awaiting additional assistance; and

- e) the name and the office and home telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the contingency plan.

1.10 DISPOSAL OF WASTES

- 1. Fires and burning of rubbish on site are not permitted.
- 2. Do not bury rubbish and waste materials on site unless approved by the Contract Administrator.
- 3. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.11 SITE CLEARING AND PLANT PROTECTION

- 1. Protect trees and plants on site and adjacent properties where indicated.
- 2. Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- 3. Minimize stripping of topsoil and vegetation.
- 4. Restrict tree removal to areas indicated or designated by Contract Administrator.

I/We have read and understood the above and agree to comply with the policy.
I/We have the authority to bind the Contractor.

_____ (Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the validity of the above signatures.

Print Name