



Renfrew

Request for Tender

Stevenson Crescent Rehabilitation

CONTRACT 2025-07-IPWE

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1223 Michael Street North, Suite 100
Ottawa, Ontario K1J 7T2
Telephone: (613) 691-1873

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Director of Infrastructure, PW & Engineering
Town of Renfrew
127 Raglan Street South
Renfrew, Ontario K7V 1P8
Telephone: (613) 432-4848

The Tenderer is advised that the following CHECK LIST is provided to assist in the completion of an accurate and acceptable Tender Form. While every effort has been made to include all the information necessary, this CHECK LIST may not be complete, therefore the Tenderer is reminded to check all the tendering requirements outlined in Section A, General Provisions, prior to delivery of the completed Tender Form.

TENDERER'S CHECK LIST

- Tenderer's name and address (Tender Form on Page 11)
- Addenda numbers inserted on Tender Form page 13 (as applicable)
- All tender items bid
- Unit price(s) inserted
- Mathematical extension(s) complete with total(s)
- Mathematical summation complete with TOTAL TENDER AMOUNT
- TOTAL TENDER AMOUNT BID indicated on Tender Form Page 15
- List of Sub-contractors provided
- Erasures, over-writing or strike-outs initialed by person signing on behalf of the Tenderer
- Tender Form dated, signed and witnessed on last page
- Tender Deposit included in the form of a certified cheque or Bid Bond
- Agreements to Bond included
- Submit all required hard copy documentation at Renfrew Town Hall, 127 Raglan Street South, Renfrew Ontario K7V 1P8, by time and date specified in Section A: Instructions to Bidders.

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SECTION A: INSTRUCTIONS TO BIDDERS

TENDER INFORMATION

A.01.1 Definitions

Bidder: means a person, sole proprietorship, firm, partnership, corporation, or any other business venture that submits a bid to the Town.

Itemized Bid Form: means the Owner approved form that the bidder is to use to price the items specified in the tender documents to perform the Work.

Late Bid: means a bid received after Tender Closing.

Late Bid Notification: is a statement sent by the Owner to a Bidder notifying the Bidder that their bid is late, will not be considered and is rejected.

Non-Resident Contractor: means any Contractor residing outside of the Province of Ontario and with respect to a corporate Contractor, not being incorporated pursuant to the laws of Ontario and who has not maintained a permanent place of business in Ontario continuously for twelve months prior to tender closing.

Tender or Bid: can be used interchangeably and mean the offer submitted by a Bidder to perform the Work required of the Tender Documents at the prices set out in the offer, and in accordance with the procedures more particularly described in these Instructions to Bidders. More particularly, the forms shall include, among other things, the Summary Bid Submission Form, and the Itemized Bid Form.

Tender Closing or Tender Opening: can be used interchangeably and mean the last date and time that the Owner will receive Bids.

Tender Documents: means the Tender, MTO General Conditions of Contract, Standard Specifications and Drawings, Special Provisions, Contract Drawings, Addenda incorporated into any aforementioned document, and documents referenced in the aforementioned documents.

Unbalanced Bid: means a Bid containing a lump sum or unit price amount, which does not reflect reasonable actual costs to do the Work as described in the Tender Documents, plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

A.01.2 Project Description

Renewal of Stevenson Crescent, including the improvement of drainage characteristics through the removal and rehabilitation of asphalt, the adjustment of surface structures, and the provision of asphalt gutters.

A.01.3 Compliance with Instructions

Bidders must comply with these Instructions to Bidders and those failing to do so may have the bid rejected.

A.01.4 Registration as a Bidder

It is mandatory that you register as a bidder with the Corporation of the Town of Renfrew,

hereinafter referred to as the Town or Owner. **Failure to register will result in non-acceptance of your submission.**

Please remit Name of Company, Name of Contact Person, and Contact Information to:

Ashley Robertson, Purchasing Assistant, Town of Renfrew

Email: arobertson@renfrew.ca

All communications must reference 2025-07-IPWE in the subject line.

A.01.5 Questions/Enquiries During Tendering Period

All enquiries shall be in writing only.

Questions/Enquiries will be received until **2:00 PM local time, June 20, 2025**. All responses to enquiries will be made by the Contract Administrator by **4:00 PM local time June 24, 2025**.

Questions/Enquiries during the Tendering Period shall be submitted to the Town of Renfrew via email to Ashley Robertson, Purchasing Assistant, arobertson@renfrew.ca, and Andrea Bishop, Director of Infrastructure, Public Works & Engineering, abishop@renfrew.ca. In the subject line state: "Tender 2025-07-IPWE for Stevenson Crescent Rehabilitation".

Unless addressed through an addendum to the Tender Documents issued by the Contract Administrator, all responses to bid enquiries shall not be incorporated as part of the Contract or in any way change the Contract.

Questions/Enquiries that are addressed within the tender documents will not be answered or receive a response.

A.01.6 Tender Closing Date

Tenders for Stevenson Crescent Rehabilitation will be received until:

2:00 P.M., local time, Thursday June 26th, 2025

A.01.7 Tender Closing Location

Tenders shall be enclosed in a sealed envelope marked "2025-07-IPWE TENDER FOR Stevenson Crescent Rehabilitation" and will be addressed to Ashley Robertson, Purchasing Assistant, Town of Renfrew. Tenders shall be delivered by hand to 127 Raglan Street South, Renfrew, Ontario K7V 1P8, before: **2:00pm Local Time, Thursday June 26th, 2025**. No bid submitted by facsimile or electronic means will be accepted. Bid received after closing time will not be considered. The Town of Renfrew is not responsible for submissions which arrive late or are not properly marked.

Bidders will be informed of the results once the Tender closes. Please note that these results will not be an official award. The contract will be awarded once the bids have been reviewed by the Town of Renfrew.

Respondents to this Tender are responsible for ensuring they have access to all documents pertaining to this Tender. Hard copies of this Tender will not be available or supplied by the Town. Respondents are responsible for all costs associated with, but not limited to, printing and compiling the Tender documents with associated attachments or appendices, drawings, and addenda.

The Tender and Addendum will be advertised on the Town of Renfrew website www.Renfrew.ca and www.Biddingo.com. Respondents to this Tender are responsible for ensuring they have received and reviewed all Addendum and noted this in Section B.01.1 of the Tender Form.

A.01.8 Tender Opening

A public tender opening will take place at **2:05 pm, local time, June 26, 2025**, at the Town of Renfrew Town Hall.

A.01.9 Approvals

Award of this Contract is subject to the Town of Renfrew approval.

A.01.10 Tender Acceptance

The Owner reserves the right to return any or all “unopened” tenders. The lowest or any tender will not necessarily be accepted by the Owner. The Owner shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Owner of any tender, or by reason of any delay in the acceptance of a tender.

A.01.11 Contract Adjustment

The Owner reserves the right to extend, reduce or alter the extent of the Contract should they determine it is necessary at their sole discretion and to suit budget constraints. Variations in tender quantities shall be dealt with in accordance with GC 8.01.02 of the OPS General Conditions of Contract.

A.01.12 Document Discrepancies

Should a bidder find discrepancies in, or omissions from the Drawings or Contract Documents, they should immediately notify the Contract Administrator who may send a written instruction to all bidders.

A.01.13 Oral Interpretation

No oral interpretation shall be effective to modify any of the provisions of the Contract Documents. All requests for interpretations shall be made in writing to the Contract Administrator.

A.01.14 Addenda

All clarifications or other instructions issued by the Consultant during the time of tendering will be in writing by form of an Addendum and will be issued to all who have been issued with tender documents.

Tenderers may, during the tendering period, be advised by Addenda of required additions to, deletions from, or alterations to the requirements of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in arriving at the Tender Price.

Tenderers shall insert, in the space provided in the Tender Form, the Addenda numbers of all Addenda received by them during the tendering period including any bound into the specifications. If no Addenda have been received, the word “None” shall be inserted in the space provided.

Copies of addenda shall be signed and enclosed with the tender documents for the tender opening.

A.01.15 Contract Award

The award of this Contract will be considered at a Town of Renfrew Council meeting. The lowest or any tender may not necessarily be accepted by the Town of Renfrew.

A.01.16 Subsurface Information

GEMTEC's Geotechnical Investigation Final Report dated May 22, 2025, is included in SECTION G: GEOTECHNICAL INVESTIGATION REPORT.

TENDER REQUIREMENTS

B.01.1 Schedule Submission

The bidder will submit at the time of tender submission a Schedule of work. The Schedule will include a time scale by the week, execution of task, duration, start and finish date of each task, and milestones. The schedule will show project completion as per the Contract documents and will be completed within the time frame set out in the Contract.

B.01.2 Tender Deposit

Each tender must be accompanied by a **certified cheque, money order, bank draft, or bid bond, made** payable to "The Corporation of the Town of Renfrew" in the amount of **\$70,000.00** and must be enclosed in the same envelope as the tender.

The Tender Deposits of the two (2) lowest acceptable bidders shall be retained until the successful bidder has executed the Contract documents. All remaining Tender Deposits shall be returned to the respective bidders on the next business day following the acceptance of Tender.

The Tender Deposit of the successful bidder will be returned when he has fully complied with the conditions outlined in the Contract documents following the Town of Renfrew Procurement Policy.

B.01.3 Agreement to Bond

Each tender must be accompanied by the attached Agreement to Bond Form or acceptable equivalent completed by the Bonding Company.

B.01.4 Performance & Maintenance and Labour & Material Payment Bonds

When the Contract Agreement is signed, the successful bidder must furnish a Performance and Maintenance Bond for 100% of the tender amount and a Labour and Material Payment Bond for 50% of the Tender amount. Both bonds to be issued by a bonding company.

A Contract Performance Bond for 100% of the Total Tender Amount, including all applicable taxes, issued by an approved surety company, or cash or acceptable collateral in the amount of 100% of the Total Tender Amount, must be furnished by the Contractor within 10 days of acceptance of the Contract by the Town.

A Labour and Materials bond for 50% of the Total Tender Amount, including all applicable taxes, issued by an approved surety company, or cash or acceptable collateral in the amount of 50% of the Total Tender Amount, must be furnished by the Contractor within 10 days of acceptance of the Contract by the Town.

Where the Bonds are furnished, it shall cover the faithful performance of the Contract and the payment of all obligations, including all materials and supplies for all sub-contractors and equipment, arising under the Contract.

Where cash or other collateral is furnished in lieu of a Bond, other arrangements for the one-year maintenance period, acceptable to the Town, shall be made.

B.01.5 Tender Form and Signing Authority

Tenders shall be submitted on the Tender Form supplied herein and must be properly signed and witnessed or signed and sealed if the bidder is a Corporation.

The entire work is to be awarded to (1) one Contractor and therefore ALL ITEMS on the Tender Form must be bid.

All unit prices must be clearly indicated. Erasures, over-writing, or strikeouts must be initialed by the person signing on behalf of the Contractor.

In the event of a discrepancy between the unit price submitted and the extension utilized in the calculation of the total for any item, then the unit price shall govern. Any errors will be corrected in red by the Town to recalculate a revised tender bid amount. The tenderer will be made aware of any errors prior to award of the contract.

The total bid must not be restricted by a statement added to the Tender Form, or a covering letter, or alterations to the Tender Form provided by the Town. Adjustments to a Tender already submitted will not be considered. A bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later submission, on or before the closing date and time of this tender.

For an interpretation of the tendering requirements, the Municipal Tendering Procedures as published by the Ministry of Transportation, Ontario, shall govern.

B.01.6 Tender Alteration

The Tender Form must be legible, and all items must be bid on. Each amount in the Tender shall be a reasonable price for each item. Tenders which are incomplete, unbalanced, conditional, or obscure, or contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void. Tenders submitted by facsimile will not be accepted.

Bidders that submit tenders that contain unit prices that appear to be an Unbalanced Bid may be referred to the Owner and any Tenders that are so unbalanced that it may adversely affect the interests of the Owner, may be rejected.

The Owner will not allow any Bidder to adjust the total tender amount after Tender Closing. In the event of a mathematical error or discrepancy in the Itemized Bid Form, the Owner may request the Bidder to resubmit the itemized bid form without changing the total tender amount.

B.01.7 Tender Deposit Forfeiture

The tender deposit of the bidder whose tender is accepted shall be forfeited by the tenderer should they fail to execute the agreement and provide the required bonds and insurance certificate within ten (10) days after receiving written notice from the Owner of the award of the contract to them.

B.01.8 Tender Deposit Returns

When copies of the executed Contract are returned and found acceptable, the tender deposits of the successful bidder and the second low bidder shall be returned. The tender deposits of the remaining unsuccessful bidders will be returned within ten (10) days of the opening of tenders.

B.01.9 Liability Insurance

Sub-section GC6.03.02 , General Conditions of Contract, OPSS.MUNI 100, is hereby amended by the following provisions:

The Certificate of Insurance required under this Section shall be submitted to the Engineer as soon as is practical after notification of acceptance of the Tender. The liability insurance coverage shall specifically include coverage to the limit of not less than five (5) million dollars (\$5,000,000.00), exclusive of interest and cost, in respect of any one accident. All sub-contractors shall also carry Commercial General Liability Insurance of not less than five (5) million dollars (\$5,000,000.00) and is added as an additional insured.

The Certificate of Insurance shall name the following as additional insured:

The Corporation of the Town of Renfrew, 127 Raglan Street South, Renfrew, Ontario K7V 1P8

Parsons Corporation Inc., 1223 Michael Street North, Suite 100 Ottawa, Ontario K1J 7T2

Gemtec Consulting Engineers and Scientists, 32 Steacie Drive, Ottawa, Ontario, K2K 2A9

Sub-section GC6.03.03, General Conditions of Contract, OPSS.MUNI 100, is hereby amended by the following:

The automobile liability insurance coverage shall include coverage of not less than five million dollars (\$5,000,000.00), inclusive per occurrence.

B.01.10 Health and Safety Submission

The bidder will submit, with the Contract Award, a copy of the company's formal documented Occupational Health and Safety Program Manual. Along with the OHSP Manual, the bidder will submit at time of Contract Award a current Company organization chart indicating the reporting structure of safety personnel. Be advised that, before the award of the Contract, the bidder will be required to provide the name(s) of Safety Designate(s) assigned to the specific project, complete with proof of current training.

The Contract documents will be sent to the successful bidder after acceptance of Tender. The bidder shall fully execute and return the documents together with the applicable bonds, if such are required, to the Contract Administrator within seven working days of the date the documents are received.

Following receipt of the properly executed documents, certificate of liability insurance and, where applicable, the contract bonds, the Bidder will receive written authority to proceed with the work by the Contract Administrator.

If the successful Bidder fails to return the applicable documents to the Contract Administrator, within seven working days of receipt, the matter may be referred to the Owner without prejudice to any right or remedy the Owner may have in law.

Non-resident Contractors must provide a retail sales tax “Letter of Compliance” from the Ministry of Finance, failing which the non-resident Contractor shall satisfy the Retail Sales Tax Act and its regulations (as amended from time to time) in lieu, therefore.

SECTION B: TENDER FORM

Tender for the: **STEVENSON CRESCENT REHABILITATION**
CONTRACT 2025-07-IPWE

NAME OF TENDERER (Firm or Individual)

ADDRESS OF TENDERER

(Telephone Number)

NAME OF PERSON SIGNING FOR TENDERER

OFFICE OF PERSON SIGNING FOR TENDERER

NOTE: If the Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof. The said officer or agent shall subscribe his own name and office and affix the seal of the Corporation thereto.

Tender for the: **STEVENSON CRESCENT REHABILITATION**
CONTRACT 2025-07-IPWE

TENDERS TO BE RECEIVED BY: Hard copy at the
Town of Renfrew, [127 Raglan Street South, Renfrew Ontario K7V 1P8](#)

BEFORE: **2:00pm Local Time, Thursday June 26th, 2025**

Deposit Required with Tender: **As specified in General Special Provisions**

Bond Required for Contract: **100% Performance Bond, 50% Labour and Materials Bond**

Completion of Work and Delivery of Materials under this Contract: **September 30th, 2025**
(Substantial Performance Date)

The Corporation of the Town of Renfrew reserves the right to, increase, decrease, or delete an item in its entirety, or reject any or all Tenders if it is deemed advisable to do so. The lowest or any tender will not necessarily be accepted.

C.01.1 Addenda Confirmation

The Mayor and Council

Corporation of the Town of Renfrew

Sir / Ma'am:

The Tenderer has carefully examined and understands and accepts the Provisions, Specifications, Conditions and Drawings referred to in the Schedule of Provisions, Specifications, Conditions and Drawings and **Addenda Nos. __ to __*** attached hereto as part of this Tender, and has carefully examined the site, including the nature of the utilities and location of the work to be done under this Contract and, for the prices set forth in this Tender, hereby offers to furnish all labour, materials, machinery, tools, apparatus and other means of construction necessary to complete the work in strict accordance with the Provisions, Specifications, Conditions and Drawings referred to in the said Schedule.

Notification of acceptance and delivery of the Form of Agreement shall be made by the Town by courier, addressed to the Tenderer at the address contained in the Tender and, upon such notification of acceptance, the Tenderer shall complete the Form of Agreement between the parties and execute the Contract and furnish the Performance Bond, duly completed, and necessary proof of insurance, within 14 days of mailing of said notification to the Tenderer.

Attached to this Tender is a certified cheque or bid bond in the amount required by the General Special Provisions and made payable to: The Corporation of the Town of Renfrew. The proceeds of this cheque or bid bond shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to the Town if the Tenderer fails to file with the Town, the Form of Agreement duly executed, together with the Performance Bond and Labour and Materials Bond, proof of insurance and proof of Workplace Safety and Insurance Board, all as specified.

**** The Tenderer will insert the numbers of the Addenda received by him during the tendering period and taken into account by him in his Tender.***

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

☐ Check here if No Addenda considered.

AGREEMENT TO BOND AND FORM OF BOND

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

(Name of Tenderer)

an amount equal to One Hundred Per Cent (100%) of the Total Tender Amount including all applicable taxes, and conforming to the Instruments of the Contract attached hereto, for the full and due performance of the works shown as described herein, Contract 2025-07-IPWE, Corporation of the Town of Renfrew, such Performance Bond to provide a period of maintenance of One (1) years after the date of Substantial Performance of the work, and a 50% Labour and Materials Bond.

It is a condition of this Agreement that, if the above-mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Bond must be made to the undersigned within ten (10) days of notice of Contract Acceptance. Otherwise, this Agreement shall be null and void.

Dated this _____ day of _____, 2025.

Name of Bonding Company

By: _____

Attorney-in-Fact

Note: In lieu of the above "Agreement to Bond and Form of Bond" form, the Town will accept a similar type of form issued by the Bonding Company provided all the conditions as outlined above are stipulated on the Bonding Company's form.

TENDER SUMMARY

STEVENSON CRESCENT REHABILITATION

CONTRACT 2025-07-IPWE

TOTAL TENDER AMOUNT BID FOR CONTRACT 2025-07-IPWE \$ _____

(Amount transferred from Page 19, excluding HST)

SCHEDULE OF UNIT PRICES

In accordance with the first paragraph of the Tender, the Tenderer hereby offers to complete the work specified in the Contract for the following unit prices.

ITEM NO.	DESCRIPTION	SPEC. NO	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Section A – General						
A-001	Traffic Control Plan	F.01	LS	1		
A-002	Erosion and Sediment Control	F.03	LS	1		
A-003	Remove and Dispose of Excess Material	180 F.02	T	165		
A-004	Contract Initiation (no more than 2% of Contract Value)	F.04,F.03	LS	1		
SECTION A SUBTOTAL						

Section B – Removals						
B-001	Earth Excavation – Grading	206, F.05	m ³	83		
B-002	Removal of Asphalt Pavement (Full Depth)	510, F.05	m ²	4615		
B-003	Removal of Asphalt Pavement (Partial Depth)	510, F.05	m ²	3		
B-004	Remove, salvage, and reinstate interlocking pavers	510, 355, F.06	m ²	10		
B-005	Remove, salvage, and return interlock pavers to owner	510, 355, F.06	m ²	8		
B-006	Removal of Asphalt Driveways and Pathways	510, F.05	m ²	330		
SECTION B SUBTOTAL						

ITEM NO.	DESCRIPTION	SPEC. NO	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Section C – New Construction						
C-001	Superpave 12.5 Traffic Level B – 50 mm Lift – PG 58-34	310	t	542		
C-002	Superpave 19 Traffic Level B – 60 mm Lift – PG 58-34	310	t	650		
C-003	Granular A	314	t	140		
C-004	Asphalt Driveways and Pathways	310, 311	m ²	47		
C-005	Asphalt gutter per OPSD 601.010	312	m	90		
C-006	Asphalt Gutter outlet per OPSD 605.020	312	m	12		
C-007	Topsoil (100mm depth)	802, F.09	m ³	60		
C-008	Sod	803	m ²	600		
C-009	Rip-Rap at Stormwater Outfall w geotextile underlain	120, 401, 403, 511	m ²	15		
C-0010	Catch Basin Adjustments, any size	408, F.07	each	2		
C-0011	Manhole/Valve Chamber Adjustments, any size	408, F.07	each	6		
SECTION C SUBTOTAL						

ITEM NO.	DESCRIPTION	SPEC. NO	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Section D – Labour & Equipment (Provisional)						
D-001	Unskilled labour (including supervision where not otherwise provided)	127, F.08	hr	10		
D-002	Skilled labour (including supervision where not otherwise provided)	127, F.08	hr	10		
D-003	Dump Truck – Tri Axle 32,000kg GVW Minimum (Operated)	127, F.08	hr	10		
D-004	Sweeper (Operated)	127, F.08	hr	10		
D-005	Flusher (Operated)	127, F.08	hr	10		
D-006	Hydro Excavating/Vacuum Truck (Operated)	127, F.08	hr	10		
SECTION D SUBTOTAL						

SECTION	DESCRIPTION	TOTAL PRICE
A	General	
B	Removals	
C	New Construction	
D	Labour and Equipment (Provisional)	
SUBTOTAL		
H.S.T. (13.0%)		
TOTAL TENDER PRICE*		

*Enter this amount on page 15.

The following list of Subcontractors will be carrying out part of this Contract.

Name of Subcontractor	Address	List of Work to be Completed by Subcontractor

SECTION C: AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year _____,

by and between

The Corporation of the Town of Renfrew

hereinafter called the “Owner”,

AND

hereinafter called the “Contractor”.

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 Perform the work contained in the Contract Documents which are:
Contract No. 2025-07-IPWE – Stevenson Crescent Rehabilitation

Located on: Stevenson Crescent, Renfrew, Ontario.

DESCRIPTION

Renewal of Stevenson Crescent, including the improvement of drainage characteristics through the removal and rehabilitation of asphalt, the adjustment of surface structures, and the provision of asphalt spillways.

- 1.2 Do and fulfill everything indicated by the Agreement.
- 1.3 The successful tenderer shall achieve **Substantial Performance of the Work** by **September 30th, 2025**. There will be no adjustment for Inclement Weather.

The contractor shall achieve Completion of the Contract within the 3-week period following the date of Substantial Performance of the Work, unless agreed otherwise with the Contract Administrator. If the Contractor has not achieved Completion within this 3-week period, they are deemed to be in default of the Contract. The Owner reserves the right to correct the Default in accordance with Subsection GC 4.07 (Owner's Right to Correct Default) of OPSS.MUNI 100.

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

- 1.4 It is agreed by the parties to the Contract that in case the Work called for under the Contract is not finished or completed within the dates or number of working days or as extended in accordance with Subsection GC 3.06 (Extension of Contract Time) of OPSS.MUNI 100, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$500.00 as liquidated damages for each and every calendar days delay in finishing the Work beyond the Contract Completion date or number of working days. 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 date of completion.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement — CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in Article A-1 of the Agreement — THE WORK:
- Agreement Between Owner and Contractor
 - The General Conditions of Contract
 - Information for Tenderers
 - Form of Tender
 - Special Provisions for Items
 - Ontario Provincial Standard Specifications
 - Addenda
 - Contract Drawings

ARTICLE A-4 CONTRACT PRICE

- 4.1 The quantities shown in the Schedule of Contract Unit Prices are estimated. The Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, OR made necessary by the Work, as confirmed by count and measurement, AND the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- 4.2 The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.
- 4.3 Schedule of Contract Unit Prices are in the Form of Tender.
- 4.4 Estimated Contract Price, excluding Harmonized Sales Tax is:
- 4.5 \$_____dollars and _____cents. (\$_____).
- 4.6 Contingency including such additional amounts or sums for such extra or additional Work at the unit rates or the amounts, as the case may be stipulated in written orders of the Contract Administrator/Town Representative or Owner, authorizing the extra or additional Work.
- 4.7 Harmonized Sales Tax (13%) payable by the Owner to the Contractor is:
- 4.8 \$_____dollars and _____cents. (\$_____).
- 4.9 Total amount payable by the Owner to the Contractor for the construction of the Work is:
- 4.10 \$_____dollars and _____cents. (\$_____).
- 4.11 All amounts are in Canadian Funds.
- 4.12 These amounts shall be subject to adjustments as provided in the Contract Documents.

ARTICLE A-5 PAYMENT

- 5.1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amount being determined by actual measured quantities of the individual Work items contained in the Schedule of Contract Unit Prices, in the Form of Tender of this Agreement, and measured in accordance with the methods of measurement given in the Specifications.
- 5.2 Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback of Ten percent (10%), the Owner shall, in Canadian funds:
1. Make progress payments to the Contractor on account of the Work performed when due in the amount certified by the Owner including Harmonized Sales Tax, and
 2. Upon Substantial Performance of the Work, pay to the Contractor the unpaid balance of the holdback amount when due, including Harmonized Sales Tax, and
 3. Upon the issuance of the final certificate for payment, pay to the Contractor the unpaid balance when due, including Harmonized Sales Tax.

- 5.3 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the Contractor in accordance with the provisions of GC 6.03.
- 5.4 Interest
1. Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at one percent (1 %) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.
 2. Interest shall apply at the rate and in the manner prescribed by GC 8.02.03.09 for late payments or GC 8.02.03.10 on the amount of any claim settled pursuant to GC 3.14.

ARTICLE A-6 RIGHTS AND REMEDIES

- 6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 6.2 No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such actions or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

ARTICLE A-7 LAW OF THE CONTRACT

- 7.1 The law of the place of Work shall govern the interpretation of the Contract.

ARTICLE A-8 RECEIPT OF AND ADDRESSES FOR NOTICES

- 8.1 Notices in writing between the parties or between them and the Town Representative shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within five (5) Working Days of the date of mailing when addressed as follows:

The Owner at: 127 Raglan Street South

Name of Owner, Street, Postal Box Number (if applicable)

Renfrew, ON K7V 1P8

City, Province, Postal Code

The Contractor at:

Name of Contractor, Street, Postal Box Number (if applicable)

City, Province, Postal Code

ARTICLE A-9 LANGUAGE OF THE CONTRACT

- 9.1 When the Contract Documents are prepared in the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language shall prevail.
- 9.2 This Agreement is drawn in English at the request of the parties hereto. (La convention présente est rédigée en Anglais à la demande des parties.)

ARTICLE A-10 SUCCESSION

The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties, and subject to the law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representative, successors, and assigns.

In witness whereof, the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

OWNER

Town of Renfrew

Name of Owner

Mayor

Signature

Clerk

Signature

CONTRACTOR

Name of Contractor

Name and Title of person signing

Signature

Name and Title of person signing

Signature

N.B.

- i. If the Contractor is a corporation, an authorized officer of the corporation shall sign the Agreement and shall affix the corporate seal.
- ii. If the Contractor is a partnership, a minimum of two partners shall sign the Agreement and the signatures shall be witnessed.
- iii. If the Contractor is a sole proprietorship; the sole proprietorship shall sign the Agreement and the signature shall be witnessed.

SECTION D: GENERAL PROVISIONS

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D.01 SCOPE OF WORK

The work described within these documents includes the construction of the following:

Renewal of Stevenson Crescent, including the improvement of drainage characteristics through the removal and rehabilitation of asphalt, the adjustment of surface structures, and the provision of asphalt spillways.

D.02 CLARIFICATION

It will be the Contractor's responsibility to clarify with the Director of Infrastructure and Public Works, any questions or concerns relating to details contained within the contract documents, plans and accompanying reports before advancing with construction of the works. All questions raised will be promptly investigated by the Contract Administrator and reported back to the Contractor prior to advancement of the work.

D.03 DEFINITION OF OWNER AND ENGINEER

Wherever the words "Town" or "Corporation" or "Owner" appear in this contract, it may be interpreted as meaning the "Corporation of the Town of Renfrew".

Wherever the word "Director" appears in this contract, it shall be interpreted as meaning the "Director of Infrastructure and Public Works", or his designate.

Wherever the word "Engineer" or "Contract Administrator" appears in this contract, it shall be interpreted as meaning Parsons Corporation Inc.

D.04 GENERAL CONDITIONS OF THE CONTRACT

The requirements of Ontario Provincial Standards for Roads and Public Works – General Conditions of Contract (OPSS.MUNI 100 – November 2018) shall apply to this contract.

D.05 ONTARIO PROVINCIAL STANDARDS

Ontario Provincial Standard Specifications (OPS) and Ontario Provincial Standard Drawings (OPSD) form part of this contract.

D.06 INSURANCE

Prior to the commencement of work, the successful respondent shall obtain and maintain until the termination of the contract or otherwise stated, and provide the Town of Renfrew with evidence of:

D.06.1 Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the Contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & Contractors protective; occurrence property damage;

products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall include the following as Additional Insureds including a waiver of subrogation with respect to the operations of the Contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town / Township.

The Corporation of the Town of Renfrew – 127 Raglan Street South, Renfrew, Ontario K7V 1P8

Parsons Corporation Inc., 1223 Michael Street North, Suite 100 Ottawa, Ontario K1J 7T2

GEMTEC Consulting Engineers and Scientists Ltd., 32 Steacie Drive, Ottawa, Ontario K2K 2A9

D.06.2 Indemnification:

The successful Contractor shall indemnify and hold Corporation of the Town of Renfrew harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether wilful or otherwise by the Contractor, their officers, employees or other persons for whom the Contractor is legally responsible.

D.07 WORK PERMITS

The Contractor is responsible for obtaining all necessary permit(s) from the Town of Renfrew and the County of Renfrew. The Contractor is required to obtain any Federal and/or Provincial permits as per applicable legislation(s).

All costs associated with obtaining any and all permits shall be deemed to be included in the contract price for the items associated with this requirement.

D.08 CONTRACT LIMITS

The Owner reserves the right to reduce or extend the limits of this contract, should the Owner determine it is necessary at their sole discretion and to coincide with the funds available.

Any change in the contract limits or extent of the work shall be considered as relating solely to quantities and payment for the work shall be made at the appropriate contract unit price. In the case of an extension of the contract limits, the Contractor will be eligible for a pro rata extension of time based on the value of the additional work when the contract unit prices are applied to the additional quantities.

The application of Subsection GC8.01.02 of the OPS General Conditions of Contract, shall be based on the adjusted tender quantities subsequent to the change in the contract limits.

D.09 PROGRESS AND TIME FOR COMPLETION

Time shall be of the essence of this agreement.

It is a requirement of this contract that all works be completed according to the following schedule:

The successful tenderer shall Substantially Perform and shall Complete the Work by the dates indicated in Article A-1.

All schedules are based on the assumption that a Notice of Award will be issued by July 9th, 2025.

If this completion date is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the contract to the extend deemed necessary by the Contractor to ensure that the work will be completed within the limit specified. No additional compensation will therefore be allowed.

The Contractor shall prepare a work schedule and supply the required labour and equipment to complete the contract substantially on or before the dates outlined above.

D.10 LIQUIDATED DAMAGES

It is agreed by the parties in the contract that in case all work called for under the Contract is not finished or completed within the date as set forth in Article A-1 in Section C, damage will be sustained by the Corporation and that it is said will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by any reason of such delay and the parties here to agree that the Contractor will pay to the "Corporation" the sum of five hundred dollars (**\$500.00**) for liquidated damages for each and every calendar days delay in finishing the work beyond the noted completion date, except Saturdays, Sundays and Statutory holidays, and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed completion date.

The Corporation may deduct any amount due under this 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 Corporation. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes, or any delays of Sub-Contractor's due to such causes.

D.11 THE "CONTRACTOR'S SCHEDULE OF WORK"

Forthwith upon award of this Contract, the Contractor shall prepare a "Contractors Schedule of Work". The "Contractors Schedule of Work" will be completed by the Contractor and remitted to the Corporation with his signed contract documents for execution by the Corporation.

The Contractor shall prepare the Detailed Work Schedule in bar chart form. The Detailed Work Schedule shall display the following items against a weekly time scale representing the total time period for the completion of the Work.

- all major construction activities included in the Work including their respective start and completion dates and the number of days allocated to each activity;
- Commence Work Order date, operational constraints, interim completion dates, important milestone dates, and other significant scheduling requirements specified in the Contract. No on-site work shall be shown prior to the Commence Work Order date.
- the controlling operations as per the definition in the OPS General Conditions;

The Contractor shall update the Detailed Work Schedule on a monthly basis or, if directed to do so by the Contract Administrator, at more frequent intervals. The Contractor shall notify the Contract

Administrator 48 hours prior to any changes to construction activities including schedule, location, and type of activities.

The submission and updating of the Detailed Work Schedule form an integral part of the Work. Should the Contractor fail to meet its obligations to submit and update the Detailed Work Schedule, the Owner, in its sole discretion, may withhold monthly progress payments under the Contract until the obligations are met.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision.

D.12 IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

The following is provided for information only, to facilitate contact with and notification to regulatory authorities as specified in the Contract Documents:

Regulatory Authority	Notification Requirement
MOE: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipality: Municipal Office TOWN OF RENFREW 127 Raglan Street South Renfrew, Ontario K7V 1P8 Ph: (613) 432-4848	For notification of a spill to the environment under the Environmental Protection Act
MOE: District Office Ottawa District Office 2430 Don Reid Rd. Ottawa, Ontario K1H 1E1 Ph: 1-800-860-2195	For Waste Management Approval under the Environmental Protection Act
Renfrew County Joint Transportation Consortium Ph: (613) 732-8419	School Bus Lines
County of Renfrew 9 International Drive, Pembroke, Ontario K8A 6W5 Lee Perkins (613)-732-4353	For notification of works near Raglan Street South where construction will have impacts.
MNR: District Office Ministry of Natural Resources Box 220, Riverside Dr. Pembroke, Ontario K8A 6X4 Ph: (613) 732-5568	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
DFO: District Office Prescott office 401 King St. W. P.O. Box 1000 Prescott, Ontario K0E 1T0 Ph: (613) 925-2865	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
Local Police: Ontario Provincial Police Town of Renfrew Detachment 127 Raglan Street South Renfrew, Ontario K7V 1P8 Ph: (613) 432-3211	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act
<u>Utilities</u> Enbridge Gas: Mark Mullan (613) 720-2463 Renfrew Hydro: Jamie Riopelle (613) 432-4884 Bell Canada: Brad Wilson (613) 432-9101 Cogeco: Rick Bechamp (613) 432-9078 or Guy Lafrance (613) 330-0308	

D.13 HEALTH AND SAFETY REQUIREMENTS

The Contractor shall submit a WSIB Certificate of Clearance prior to commencing work. Additional certificates of clearance may be requested before the release of any holdback.

The Contractor assumes full responsibility for conforming with all legislation regarding the safety of his employees and the public on this contract, and all notices required to comply with the legislation. The Contractor will be deemed to be the "Constructor" for the duration of this contract.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision – General.

D.14 WORKING HOURS

The Contractor shall comply with the Municipal by-laws regulating hours of work in the Municipality. The Municipality reserves the right to charge the Contractor any and all costs associated with work outside of the Municipality's standard working hours for those staff affected, which may differ from Municipal by-law regulated hours of work.

The Contractor shall not work on statutory holidays recognized by the Municipality (i.e. holidays that the Municipal employees do not work) unless special permission is granted by the Contract Administrator, which shall not be unreasonably withheld.

No Saturday or Sunday work will be permitted except with written permission of the Contract Administrator. The Municipality reserves the right to charge the Contractor any premium costs associated with the Contract Administrator's fees for field review during these days.

If the Contractor intends to undertake work on a Saturday or Sunday, the Contractor is required to inform the Contract Administrator in writing at least five (5) working days prior to the planned weekend. The Contract Administrator will make every effort to approve, or deny, this request in writing within 48 hours of receiving this request. If the Contractor does not receive an approval by this time, then the Contractor is to assume that the request has been denied. The Contractor is also reminded that construction activities must conform to the Municipal Noise By-Law current at the time of the work.

D.15 GOVERNMENT 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 the Employees of the Contractor, or Sub-Contractor.

D.16 CONTRACTOR CONDUCT

All Contractors and workers are expected to be considerate of their surrounds. All workers shall refrain from use of foul language/gestures. Should issues/complaints arise regarding conduct or continued occurrences, the Contract Administrator may enforce; at his sole discretion, further actions, such as permanent staff removal request from the site, if repeated occurrences are encountered.

There will be no additional payment for this requirement.

D.17 LAYOUT

Section G.C. 7.0.2 of the OPSS General Conditions shall apply to this Contract. The Contractor shall provide at their expense all material, equipment, and labour for all layout on this Contract. The Contractor shall provide layout for Contract Administrator with station offsets for road layout at 10m intervals on tangent sections and 10m intervals on curves. The Contractor will also provide layout on all structures, including but not limited to manholes, catch basins, headwalls, valves, hydrants, lot services, etc.

Established alignment and grade control points within the contract limits will be reset by the Contractor if they are in danger of being destroyed. They will be reset to a location where they will be protected against damage. New data for the reset points will be given to the Contract Administrator.

The Contractor acknowledges that the survey layout and grading information listed herein will be provided, if requested by the Contractor, within five (5) working days following the issuance of the Commence Work Order, provided that the Contractor confirms in writing the acceptance of the following conditions:

- a) The electronic files and hardcopy formats are provided as “information only” and do not form part of the Contract.
- b) The electronic files will be provided in AutoCAD format, unless otherwise indicated below.
- c) Any discrepancies shall be immediately disclosed to Contract Administrator for interpretation.
- d) The information provided on the electronic files will not form a basis for a claim.
- e) The use of the electronic files will not supersede the requirements of the Contract Documents regarding survey layout (stakes).
- f) The files will not be released to other parties without the written consent from the Owner.
- g) The tender hardcopy of the contract drawings shall be considered the official document unless superseded by other hardcopy drawings issued by the Contract Administrator.

Items that are not checked off in the following list are not anticipated to be provided to the Contractor with this Contract.

☒ Survey Control Points

☒ CAD Files (Components to be provided in CAD are listed below):

Alignment, Roadway Geometry, Grading and Drainage, Pavement Elevations, and Pavement Markings

Grading templates are not provided.

D.18 CONTRACTOR PROGRESS PAYMENTS

Except as herein provided, payments under this contract will be made in accordance with Section G.C.8.0.2 of the OPSS General Conditions.

The Contractor shall submit an Application for Progress Payment monthly after starting the work on this Contract. This Application for Progress Payment must be for work completed at the agreed monthly cut-off date. The format of the application must be approved by the Contract Administrator.

Within five (5) Business Days following the agreed monthly cut-off dates, the Contractor shall submit an updated Application to the Contract Administrator.

D.18.1 Invoice Detailing

Item Numbers, Description, Unit of Measurement, Original Tender Quantity, Approved Revised Quantity, Total Quantity to Date, Quantity Previous Invoice, Quantity This Period, Unit Price, Dollars This Period, and Total Dollars to Date.

Subtotals must be detailed for Tender Items, Change Orders, Incentives, Disincentives, and Quality Assurance Material Bonuses or Penalties.

The Item information appearing on the invoice must agree exactly with those as shown in the bid Tender document.

D.19 RESTORATION

Restoration beyond the contract limits and not covered by the Topsoil, Sodding and Seeding items shall be completed by the contractor to the satisfaction of the Contract Administrator.

D.20 SURFACE REQUIREMENTS

Construction operations shall be scheduled to ensure minimal duration of time required that traffic to be subjected to a driving surface other than a smooth asphalt surface.

For the purpose of this Contract, granular surfaces are restricted to 40 calendar days after asphalt removal. \$500/day shall be deducted to monies owed to the Contractor for every calendar day beyond this allotment.

For the purpose of this Contract, milled surfaces are restricted to 40 calendar days after asphalt removal. \$500/day shall be deducted to monies owed to the Contractor for every calendar day beyond this allotment.

Asphalt shall not be mixed into subgrade soils and/or used as trench backfill.

Under no circumstances will any travelled portion open to traffic be left without a hard asphalt surface during a seasonal shutdown.

D.21 AS-BUILT DRAWINGS

Upon completion of the Works, the Contractor shall provide the Contract Administrator with a copy of As-Built Drawings. As-Built drawings will consist of a Paper Copy (to scale) of all drawings with red-line markups that note the as-built location of the installed works, including, but not limited to:

- Location and elevations for any underground utilities that were exposed during the execution of the Work
- Locations and elevations of all catch basins

Notes on the Paper Copy must be sufficiently descriptive to explain the information required.

D.22 WARRANTY

The Contractor shall be responsible for the warranty of the Work for a 12-month period in accordance with G.C. 7.16.

In order to ensure that any defects or deficiencies in the Work are repaired in a timely manner a Maintenance Guarantee will be held by the Owner for the duration of the warranty period.

Maintenance Guarantee

The following maintenance guarantee will apply to this Contract:

Two and one half (2.5) percent of the Final Contract Value (Including H.S.T) for the Warranty Period will be held by the Owner as security for any defects or deficiencies that arise.

The Maintenance Guarantee sum will be retained at the time of the release of the Substantial Release Holdback.

The Maintenance Guarantee will be released at the end of the Warranty Period subject to no outstanding defects or deficiencies.

D.23 MATERIALS – SUPPLY OF MATERIALS

The Contractor shall be responsible for supplying materials required to complete the work in accordance with the specifications. The source of supply and quality of all materials supplied by the Contractor must be approved by the Municipality prior to their use in the contract.

D.24 MATERIAL / PRODUCT RECORDS

The Contractor shall supply the Owner with a complete list of all materials supplied and installed in a permanent nature on this project. The list shall include, where applicable, manufacturer's name, supplier's name, make, model, and serial numbers.

Submission to the Owner is to be completed prior to the issuance of the final payment certificate.

Costs associated with the assembly and submission of this information shall be deemed to be included in the associated tender unit prices.

D.25 ADMINISTRATION OF PITS AND QUARRIES

The Contractor shall ensure that all pits and quarries operated for extraction of aggregate, earth or rock borrow are operated in accordance with current legislation. On request the Contractor shall provide the Contract Administrator with a copy of all permits, approvals and agreements. The cost of complying with legislative requirements shall be deemed to be included in the prices bid for the various items and no additional payment will be made.

D.26 DUST CONTROL AND NOISE SUPPRESSION

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from the Contractor's operations either within the right-of-way or elsewhere or by public traffic where

it is the Contractor's responsibility to maintain a roadway or access to properties within or through the work site.

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.

To control construction noise, the Contractor shall ensure that construction equipment is maintained in good operating condition so as to prevent unnecessary noise. This shall include, but not be restricted to, effective muffler systems, properly secured components, and lubrication of moving parts.

Idling of equipment shall be restricted to the minimum necessary to perform the specified work.

The cost of all such preventative measures shall be borne by the Contractor including reshaping the roadway and water for dust suppression.

The cost of such quantities of calcium chloride as authorized by the Contract Administrator to restrict dust to acceptable levels within the Contract limits, shall be paid for by the Owner at the contract price for the appropriate tender item for Calcium Chloride Solid, conforming to OPSS 506 Construction Specifications for Dust Suppressants.

If there is no item for calcium chloride in the Tender Form, calcium chloride shall be applied as directed by the Contract Administrator with the cost also borne by the Contractor.

D.27 LIMITATIONS OF OPERATIONS

Subsection G.C. 7.07 of the OPSS General Conditions is amended by the addition of the following:

The Contractor shall co-operate with other Contractor's, utility companies and the Corporation and they shall be allowed free access to their work at all times. The Municipality reserves the right to alter the method of operations on this Contract to avoid interference with other work.

Prior to submission of a work schedule, the successful Contractor shall receive a Schedule of Proposed Works being undertaken by the Municipality and all other Authorities within and adjacent to this project.

D.28 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, Regulation 191/11 (the Act), the Contractor shall ensure that all of their employees, agents, volunteers, or others who will be involved in providing service on behalf of the Town, receive training about the provision of goods and services provided to people with disabilities.

The Contractor shall submit to the Town, documentations describing their accessible training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The Town reserves the right to require the Contractor, at the Contractor's expense, to amend their training policies, practices and procedures, if the Town deems them not to be in compliance with the requirements of the Regulation.

The Contractor shall only assign those employees who have successfully completed training, in accordance with Section 5 of the Integrated Accessibility Standards (IASR), to provide services on behalf of the Town.

D.29 CONTRACTOR'S REPRESENTATIVE

The Contractor's site representative shall be a competent, English-speaking Superintendent or Foreman, fully authorized to act for the Contractor and capable of coordinating the operation in an orderly and progressive manner. The Contractor's representative's primary role/responsibility will be coordinating and supervising the work. At no time shall the Contractor's representative operate equipment or perform labour work to install the works. The Supervisor or Supervisor Designate will be in attendance at all times at the core work activity site during core work activities. Failure to comply WILL result in a "Stop Work" order.

The Contractor's site representative shall maintain on the construction site at all times at least one complete set of Contract Drawings and Contract Documents including copies of all referenced OPSS and OPSD documents.

The site representative shall be capable of reading and interpreting the documentation and shall ensure that all work is in conformance with the Contract Documents and the Contract Drawings.

D.30 CONTRACTOR'S NOTICE TO RESIDENTS

The Contractor must provide each household and/or business on every street covered by the Contract with a copy of a letter as shown below. This letter, complete in every detail and written on letterhead paper, shall be delivered by the Contractor to each home and/or business prior to commencement of work and the Municipality must be informed by letter when such notification has been served. The letter shall be reviewed by the Contractor Administrator prior to delivery to households and /or businesses.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision.

D.31 FIRE DEPARTMENT LIAISON

The Fire Department shall be informed of the status of road closures as the project progresses.

The Fire Department must be immediately notified of any gas leak and is available to assist with other emergencies on the work site.

D.32 UTILITIES

Underground Utilities

The location of underground utilities shown on the Contract Drawings, are based on the information provided to the Contract Administrator. It is, however, the Contractor's responsibility to contact the

Municipal Authorities or Utility Companies for further information in regard to the exact location of these utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

Prior to construction, the Contractor shall excavate such test pits as may be required to accurately locate all existing sewers, watermains and other underground utilities which may cross or be in conflict with the proposed underground works within this Contract to permit the Contract Administrator to determine and implement any required adjustments due to grade conflicts. The Contractor shall have no claim against the Owner for any delays or costs to replace underground works already installed which may result from failure to accurately locate any underground facility as requested in advance.

No responsibilities will be assumed by the Owner for the correctness or completeness of the plans with respect to the existing utilities, pipes, catch basins, chambers, or other objects, either underground or on the surface, and should the plots of such be found incorrect or incomplete, the Contractor shall have no claim on this account. The Owner does not ensure the accuracy of such information, and the Contractor shall not make any claim against the Owner for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part.

Overhead Utilities

The Contractor shall protect all utility poles and lines in accordance with the Utility company requirements. Payment for protection, temporary bracing, standby and associated work shall be deemed to be included in the contract price for the item associated with the protection requirement.

Utility Access

In accordance with GC7.08 "Access to Properties Adjoining the Work & Interruption of Utility Services" and any other contract requirement, during the course of the work, the Contractor will ensure access to all in-service utility structures and plants (sewer maintenance holes, water valves, etc.) within the limit of contract to the satisfaction of the local authority by the end of each construction day. Failure to comply with this requirement will result in Contract Administrator taking whatever action is necessary to expose and grade ironworks immediately and deduct incurred expenses from monies owing to the Contractor.

D.33 CONTROL OF VEHICULAR AND PEDESTRIAN TRAFFIC

The Contractor shall provide the appropriate traffic control signage and/or appropriately attired flag persons, as required during the course of construction to comply with the safety requirements of latest edition of the M.T.O. publication "Book 7 – Ontario Traffic Manual Temporary Conditions".

When in accordance with Section G.C.7.0.6 of the OPSS General Conditions, it is the Contractor's responsibility to maintain a road throughout the work, the Contractor shall supply at his expense, all labour, equipment, and material to maintain the road in a satisfactory condition.

The Contractor shall be fully and solely responsible to ensure the development and implementation of a submitted/reviewed Traffic Control Plan (TCP) and Construction Site Pedestrian Control Plan (CSPCP) as required in S.P. F.01.

D.33.1 Vehicle Access to Entrances and Side Roads

The Contractor shall maintain through, or around, the working area a satisfactory condition for traffic, shall provide vehicle access for all existing entrances, private approaches, and side roads, and ensure that all driving surfaces are maintained and are operational, all to the satisfaction of the Contract Administrator. All vehicle access to existing entrances, private approaches, and side roads must be fully operational once the construction for the day is completed, unless the owner of the property has provided consent to allow the access to remain closed. All the costs associated with this work shall be borne by the Contractor.

Any temporary loss of access/egress necessary to complete the works must be identified in the Contractor's TCP and requires a minimum 24-hour prior notification to the business or resident(s). Such notification regarding the loss of access/egress is the sole responsibility of the Contractor.

D.34 RESIDENTIAL GARBAGE COLLECTION

If the occupation of a street by the Contractor prevents, in the opinion of the Town, the Town's waste collection contractor from carrying out the collection of garbage and/or recyclables on his regular route, the Contractor shall remove the garbage from the area to the garbage disposal site at his expense or make arrangements with the Town's waste collection contractor to have garbage, green bin and/or recyclables set out in designated areas with containers returned to the correct property owner.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision – General.

Collection schedules can be obtained by contacting the Town of Renfrew.

D.35 LOCATION AND STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall make all necessary arrangements for his own work and storage areas at or near the site. Materials and/or equipment shall not be stored within 1m of the travelled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or materials which, in the Contract Administrators opinion, constitutes a traffic hazard.

D.36 CLEAN UP

The Contractor shall thoroughly remove all asphaltic and other discarded materials which may have been placed along the roadway during the performance of the work. Clean up will be done to the satisfaction of the Town.

D.37 PREVENTION OF DAMAGE

The failure of the Municipality to order necessary precautionary measures, protective works 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 works or other precautionary measures, protective requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

D.38 MATERIAL DESIGN AND TEST DOCUMENTATION

Upon official notification of award of tender, the Contractor shall submit for the Contract Administrator's review and approval, the following documentation:

- Hot mix asphalt design mixes
- Aggregate gradation test results
- Topsoil organic test results

Hot mix and concrete designs shall identify the granular sources they are based upon and which shall be in effect for this Contract.

The topsoil sources shall be identified for this Contract.

The granular test results for Granular 'A' and 'B' shall be current and shall conform to the pit source in effect for this Contract.

All documentation shall be prepared by a licensed Geotechnical firm.

Asphalt Mix Design Requirements

General

The following requirements are in addition to the requirements provided in OPSS 310 and specific Special Provisions.

Mix designs are valid for the calendar year in which they were prepared.

Mix designs shall be submitted in writing for review a minimum of (10) ten working days before placement of the mix to the Contract Administrator.

The Contractor shall provide the Contract Administrator a minimum of 24 hours written notice prior to placing any asphalt on this project. The Contractor will be responsible for any expenses incurred as a result of his failure to provide the minimum 24-hour notice to the Contract Administrator.

Referee Testing

All costs associated with referee testing shall be the responsibility of the Contractor. Referee testing shall be conducted and shall include full compliance testing. Where the Contract Administrator and the Contractor agree that specific mix attributes do not require referee testing, those attributes will be considered acceptable. The Contractor shall be reimbursed for the cost of the testing provided

the mix is acceptable as per the requirements of OPSS 310. Where referee testing indicates rejectable asphalt, the Contractor shall remove and replace the asphalt.

D.39 CONTRACTOR QUALITY CONTROL OBLIGATIONS

All mix designs, testing and sampling of granular asphalt and concrete materials required on this project will be the responsibility of the Contractor and all results will be forwarded to the Contract Administrator/Town of Renfrew. Independent testing laboratories will be the Contractor's choice but must be a Certified Member of the Canadian Council of Independent Laboratories.

D.39.1 SCOPE

This Specification describes the Contractor's Quality Control obligations under this Contract. The Contractor is responsible for all quality control activities required to ensure the level of quality for all aspects of the Work specified elsewhere in this contract. The Contractor shall provide the individuals, the management of such individuals and resources necessary to implement a quality control process which meets the requirements detailed in the Contract Documents.

D.39.2 REFERENCES

D.39.2.1 Ontario Provincial Standard Specifications, Material
OPSS 1001 Aggregates – General OPSS 1002 Aggregates – Concrete

OPSS 1003 Aggregates – Hot Mix Asphalt

OPSS 1010 Aggregates – Base, Sub-base, Select Subgrade, and Backfill Material

OPSS 1101 Performance Grade AsphaltCement OPSS 1301 Cementing Materials

OPSS 1350 Concrete – Materials and Production

Section 1101.02 of OPSS 1101 is amended by the addition of the following under Ontario Ministry of Transportation Publications:

LS-100 Method for Rounding-Off of Test Data and Other Numbers

Section 1101.02 of OPSS 1101 is amended by the deletion of the following under American Association of State Highway and Transportation Officials (AASHTO):

TP 70 Multiple Stress Creep and Recovery (MSCR) of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)

Section 1101.02 of OPSS 1101 is further amended by the addition of the following under American Association of State Highway and Transportation Officials (AASHTO):

T 350-14 Standard Method of Test for Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)

D.39.2.2 Ontario Provincial Standard Specifications, General
OPSS 206Grading

OPSS 314 Untreated Granular, Subbase, Base, Surface, Shoulder, and Stockpiling

OPSS 501 Compacting

D.39.3 QUALITY CONTROL PERFORMANCE MEASURES

D.39.3.1 General

The Contractor is responsible for all quality control activities on the Contract and shall provide the staff and resources necessary to implement quality control processes that result in compliance to the quality control performance measures.

D.39.3.2 Applicability of the Quality Control Performance Measures

The Contract Administrator will assess the Contractor's compliance to the performance measures related to:

- a) The production and supply of Engineering Materials,
- b) The removal, rehabilitation, modification or construction of temporary or permanent elements of work that are comprised of Engineering Materials, and
- c) Inspection, sampling, testing and QC records associated with a) and b) above.

For the purposes of this special provision, Engineering Materials includes, but not limited to:

- Granular Base & Sub-Base Materials
- Bituminous Materials
- Grading, Drainage and Backfill Materials
- Structures and Foundations Materials
- Pavement Markings Materials.

D.39.3.3 Sampling, Testing and Submission of Results

The Contractor shall ensure that QC test results are recorded on the day on which the tests were performed and are submitted to the Contract Administrator under the signature of the QC Administrator, and that each of the following is performed in accordance with the Contract Documents:

- a) quality control and quality assurance material sampling, preparation, handling, delivery and storage,
- b) quality control testing and the timing for the testing, and timing for the submission of results for all quality control testing.

D.39.4 PGAC Requirements

Subsection 1101.08.03 of OPSS 1101 is amended by deleting the last paragraph in its entirety and replacing it with the following:

Sampling frequency, minimum quantities and additional labelling shall be as shown in Table 2.

D.39.5 1101.08.06 Referee Testing

Subsection 1101.08.06 of OPSS 1101 is amended by deleting the first paragraph in its entirety and replacing it with the following:

Referee testing by an independent laboratory may be invoked by the Contractor for any lot of PGAC within 5 Days of receiving all the QA test results for the lot.

Table 1 is deleted in its entirety and replaced with the following:

Table 1:

Additional Testing Requirements and Acceptance Criteria for All PGAC Grades (Notes 1 and 2)

PGAC Grade	Property and Attributes (Unit)	Test Method	Results Reported Rounded to Nearest	Acceptance Criteria	Major Borderline	Rejectable
All PGAC Grades except PG58-28	Ash Content, %	LS-227	0.01	≤ 0.60	> 0.60 and ≤ 0.80	> 0.80
PG58-28	by mass of residue (%)			≤ 0.40	> 0.40 and ≤ 0.60	> 0.60
All PGAC Grades Except PG58-28 and PG52-34	Non-recoverable creep compliance at 3.2 kPa ($J_{nr-3.2}$) (kPa^{-1})	AASHTO T 350 testing conducted at * °C	0.01	< 4.50	N/A	≥ 4.50
	Average percent recovery at 3.2 kPa ($R_{3.2}$) (%)		0.1	$> \text{the lesser of } 55.0 \text{ or } [(29.371) (J_{nr-3.2})^{-1}]$	N/A	$\leq \text{the lesser of } 45.0 \text{ or } [(29.371) (J_{nr-3.2})^{-1}]$
	Percent difference in non-recoverable creep compliance between 0.1 kPa and 3.2 kPa, $J_{nr diff}$ (%)		0.1	Testing carried out for information purposes only		
PG70-28, PG64-28	CTOD, δ_t (mm)	LS-299	0.1	≥ 10.0	< 6.0 and ≥ 4.0	< 4.0
	Low temperature limiting grade (LTLG) (°C)	LS-308	0.1	$\leq -$	> -25.0 and $\leq -$	> -22.0
	Grade Loss (°C)	LS-308	0.1	≤ 6.0	> 6.0 and ≤ 8.0	> 8.0
PG58-28	CTOD, δ_t (mm)	LS-299	0.1	≥ 6.0	N/A	< 4.0
	Low temperature limiting grade (LTLG) (°C)	LS-308	0.1	≤ -25	> -25 and ≤ -22.0	> -22.0
	Grade Loss (°C)	LS-308	0.1	≤ 4	N/A	> 6.0
PG70-34, PG64-34, PG58-34, PG52-34	CTOD, δ_t (mm)	LS-299	0.1	≥ 14.0	< 10.0 and ≥ 8.0	< 8.0
	Low temperature limiting grade (LTLG) (°C)	LS-308	0.1	$\leq -$	> -31.0 and $\leq -$	> -28.0
	Grade Loss (°C)	LS-308	0.1	≤ 6.0	> 6.0 and ≤ 8.0	> 8.0
PG58-40, PG52-40	CTOD, δ_t (mm)	LS-299 (Note 2)	0.1	≥ 18.0	< 14.0 and ≥ 12.0	< 12.0
	Low temperature limiting grade (LTLG) (°C)	LS-308	0.1	$\leq -$	> -37.0 and $\leq -$	> -34.0
	Grade Loss (°C)	LS-308	0.1	≤ 6.0	> 6.0 and ≤ 8.0	> 8.0

Notes:

1. PGAC grades are as specified in the Contract Documents.
2. The rounding-off procedure, for all values, shall be according to LS-100.
3. Sections 6.1 and 6.3 of LS-299 (Rev 31 dated 2017 09 01) are deleted and replaced with the following:
 - 6.1 After trimming, condition the samples on their base plates at $15 \pm 0.5^{\circ}\text{C}$ for $3 \text{ h} \pm 5 \text{ min}$ in their molds in a temperature-controlled bath under a minimum of 25 mm of water.
 - 6.3 Run the test according to AASHTO T 300 at a displacement rate of $50 \pm 2.5 \text{ mm/min}$ in a bath maintained at $15 \pm 0.5^{\circ}\text{C}$, until ductile failure is reached, or a stroke length of 1000 mm is reached.

Table 2 is deleted in its entirety and replaced with the following:

Table 2: Sampling Requirements

Samples	Frequency	Minimum Sample Quantity	Labelling
QA	Each Lot	2 litres (Note 1)	Label shall include: - Grade - Supplier
Referee	Each Lot	2 litres (Note 1)	
Samples for possible Owner testing (Note 2)	First Lot for each grade and source of asphalt cement used on the Contract and for any subsequent Lot requested by the Contract Administrator.	2 litres (Note 1)	Label shall include: - Grade - Supplier - MERO Sample
Notes: Two litres shall be provided in 2 suitable one litre containers or a container able to hold a minimum of 2 litres. Samples for possible Owner testing shall be delivered to: Materials Engineering and Research Office (MERO) Bituminous Laboratory, Room 15 145 Sir William Hearst Avenue Downsview, Ontario M3M 0B6			

D.39.6 Construction Materials and Mix Designs

D.39.7 1101.04.01.02 PGAC Documentation

For each grade of PGAC specified in the Contract Documents, the Contractor shall supply the following items to the Contract Administrator 2 weeks prior to the commencement of HMA production:

- a) PGAC documentation from the asphalt cement supplier in the form of bill of lading and certificate of analysis, confirming the grade of PGAC. The bill of lading and certificate of analysis shall also be supplied for each subsequent delivery of PGAC that will be used for the HMA production.

Documentation identifying the PGAC storage tank that the PGAC will be supplied from for the HMA production. The Contractor shall notify the Contract Administrator and provide updated documentation prior to changing the storage tank that is being used to supply PGAC for the HMA production.

D.39.8 QC Compaction Plan Submission

The Contractor shall, at least ten (10) business days prior to commencing work, provide the CA with a QC Compaction plan that shall include the following information:

- Contract Number
- Contract Name
- General Contractor Name
- Quality Control Administrator Name
- Subcontractor conducting the compaction, if different than general Contractor
- Name of the person conducting the QC Testing using nuclear gauge
- Make and Model of the Nuclear Density/Moisture Gauge
- Calibration Date of the Nuclear Density/Moisture Gauge
- Name of the lab conducting the QC testing.
- Section/Lot/Sublot Structure including a) the tender item number that the lot corresponds to b) material type and c) method of determining target density.
- Identification of any perceived areas with potential difficulties (i.e. around existing utilities, constrained spaces) and the compaction methodology that will be followed for these areas.

The Contractor shall ensure:

- a) Each of the following complies with and is supplied in accordance with the Contract Documents:
 - i. materials from approved/designated sources,
 - ii. mix design submission, including all supporting documentation, and
 - iii. submission of certification for all materials that require certification.
- b) Each of the following is performed in accordance with the Contract Documents:
 - i. mix designs,
 - ii. materials testing and/or inspection prior to incorporation into the work, and checking that materials meet the applicable specifications,
 - iii. materials handling and/or storage, and that no materials are used that are identified as deficient prior to incorporation into the work. The Contractor shall ensure that no materials are used that would have been identified as deficient prior to incorporation into the work if QC test results had been available when specified.

D.39.9 Other Quality Control Responsibilities

The Contractor shall ensure that all QC inspection activities and associated records are completed in accordance with the quality control requirements of the Contract Documents and that each of the following is in accordance with the Contract Documents:

- a) submission of materials-related documentation prior to proceeding with construction of particular elements of work,
- b) the existing condition of substrate, formwork or other locations against which material is to be placed,
- c) environmental conditions for material placement, including but not limited to temperature and weather constraints and placement restrictions,
- d) equipment,
- e) construction methods for material placement and/or removal, and
- f) provision of environmental protection of materials and elements of work and/or maintenance of environmental conditions after material placement (for example, curing of concrete, cold

weather protection).

D.39.10 Disposition of Deficient Materials and Workmanship

For each occurrence of deficient materials and/or workmanship the Contractor shall:

- a) Immediately identify and notify the Contract Administrator of the deficiency prior to the Contract Administrator bringing it to the Contractor's attention,
- b) Implement preventative measures prior to continuing with the operation and shall not proceed with subsequent operations that would prevent or impede corrective work on the deficiency,
- c) Record a brief description of the deficiency in a daily diary immediately after identifying the deficiency and the complete details within one business day of each occurrence,
- d) Within 3 business days, unless otherwise mutually agreed in writing, submit a Deficiency Report to the Contract Administrator containing the following:
 - i. the cause and extent of the identified deficiency,
 - ii. a proposal for corrective work
 - iii. for information purposes, a description of preventative measures to be undertaken that will effectively prevent reoccurrence of the event, and
 - iv. a testing and/or inspection proposal for the written approval of the Contract Administrator and undertake the approved testing and/or inspection to demonstrate that the corrective action has been effective, and the resulting material or elements of work are acceptable, and
- e) Implement the corrective work, testing and/or inspection in accordance with the approved proposals.

D.39.11 PAYMENT

D.39.11.1 Quality Control Activities

Full compensation for carrying out quality control activities and for meeting the requirements of this Special Provision shall be included in the contract prices of the Work.

D.40 MANAGEMENT AND DISPOSAL OF EXCAVATED SOILS, EXCESS MATERIAL, AND CONTAMINATED SOIL

Unless otherwise stated in the Contract Documents, the Management of Excess Materials shall be as per OPSS180.

All excavated materials will become the sole ownership and responsibility of the General Contractor. The Town currently does not have designated facilities or locations for the disposal of clean fill materials.

D.40.1 Amendment to OPSS 180

OPSS 180, shall apply except as amended and extended herein.

All references to Regulation 347 of the Environmental Protection act shall be replaced with Regulation 347/558.

D.40.2 Management of Excavated Soil

The Contractor shall be responsible for retaining a QP to provide all the necessary services as outlined in this Special Provision. Other measures may be recommended by the Contractor's QP.

The environmental suitability of the Inert Material to be reused onsite shall be confirmed by the QP.

The Contractor's operation shall:

- Ensure that materials subject to landfill disposal shall not be mixed with Inert Materials;
- Reuse inert or native materials to avoid offsite disposal and to minimize use of imported subgrade materials;
- Separate existing road granular, un-impacted granular trench backfill, pavements and concrete from Contaminated Material, such that these materials are not sent for landfill disposal;
- Avoid disposal of non-soil materials such as removed pipes and other scrap as Contaminated Materials.
- Ensure that Contaminated Materials that must be excavated to perform the work shall be removed from site and disposed at an MECP approved landfill (to be selected by the Contractor).

The Contractor shall notify the Contract Administrator if suspected Contaminated Materials (i.e., signs of staining, odour, oily sheen, or debris) is encountered or suspected during excavation of the site soils and the Contract Administrator shall be permitted a minimum of 48 hours to sample and test the excavated material prior to directing the Contractor for either disposal or re-use of the soil.

D.40.3 Soil Management Plan

The Contractor shall submit an acceptable Soil Management Plan (SMP) prepared and certified by the QP ten (10) Working Days prior to starting excavation. The SMP must be developed by a QP in accordance with all applicable regulations. The SMP shall clearly contain the following, including but not limited to:

- Construction staging approach and methodology proposed by the Contractor that will meet the requirements outlined in this special provision for dealing with the management of excavated and excess soil;
 - A soil sampling and testing program must be developed by the Contractor's QP;
 - Methodology to identify Contaminated Materials. This could be based on visual and olfactory observations, and possibly soil sampling and testing;
 - The procedures for soil sampling and laboratory analysis are to ensure conformance with all applicable regulatory and Contract requirements;
 - Recommended best management practices as outlined in the MOE document "Management of Excess Soil – A Guide for Best Management Practices", dated January 2014;
 - Temporary soil (Contaminated and Inert) storage locations and measures to mitigate impacts to human health and the environment;
 - Measures to mitigate contaminant dispersion from stockpiles (i.e. stockpiling away from storm drains or water courses, use of tarps as cover, use of berms to prevent runoff from leaving the area, etc.);
 - Contingency plan to be followed if hazardous material, as it pertains to O.Reg 347/558, is encountered on site. The same is expected for any suspect Contaminated Materials not found from the background information;
-

- Measures to keep Contaminated Materials off private property adjacent to the work;
- Provision of adequate forms and documentation, in a timely manner to the Contract Administrator, to support that each haulage to the landfill contains excess Contaminated Material and has been authorized by the QP and CA. Include date and time, truck I.D., soil analyses, weigh bill and any other pertinent information;
- Identify MECP approved landfill for disposal; and,
- Certification by the QP that site generated materials being transported off-site will not have detrimental impacts to the receiving environment.

D.40.4 Responsibility for Compliance with O.Reg. 406/19

If excess soil is generated that requires off-site management, project specific details such as the timing of construction, excavation quantities, excess soil management strategies and reuse site requirements need to be known to determine the complete extent of documentation, sampling and testing necessary to comply with the O.Reg. 406/19. Therefore, the Contractor shall be responsible for meeting all requirements of O.Reg. 406/19.

All excavated materials will become the sole ownership and responsibility of the General Contractor. The Town of Renfrew currently does not have designated facilities or locations for the disposal of clean fill materials.

D.41 GEOTECHNICAL INVESTIGATION

The Contractor is hereby informed of a Geotechnical Investigation Report prepared by GEMTEC Consulting Engineers and Scientists Limited, dated May 2025, which is available for review in SECTION G: GEOTECHNICAL INVESTIGATION REPORT of these tender documents.

The geotechnical information shown on the drawings was obtained for the purposes of preparing the design of the project only and is provided for general information purposes only. The information indicates the subsurface conditions at the specific test locations only. The Contractor should examine the factual results of the investigation to satisfy themselves as to the adequacy of the information for construction purposes and make their own interpretation of the factual data as it affects their construction techniques, schedule, safety, and equipment capabilities.

The Contractor declares that in tendering for the work and entering into the contract, they did not and does not rely upon the accuracy of any geotechnical information provided by the Owner. The tenderer acknowledges that all geotechnical information provided by the Owner is for information only and the Owner makes no representation or warranty as to the accuracy of the information.

The Geotechnical Investigation Report is specifically excluded from the warranty stated in Subsection GC2.01 of the OPS General Conditions.

D.42 COMPLIANCE WITH REGULATIONS/BYLAW FOR EROSION AND SEDIMENT CONTROL

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations may have a detrimental impact on any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be carried out in a

manner that strictly meets the requirements of all applicable legislation and regulations on Application of Erosion and Sediment Control on Construction Projects.

The Contractor shall consider control measures such as limiting the amount of exposed soils, using filter cloths in catch basins or other open structures, sedimentation traps or other such methods they deem appropriate in order to minimize the negative impacts their construction activities will have on the area drainage systems and ultimately the receiving water course.

Whatever system of controls the Contractor utilizes on the project, it is necessary for them to monitor the effectiveness of the measures regularly and maintain, clean, repair, replace or undertake any additional measures in order to achieve the desired results.

The contractor acknowledges that failure to implement appropriate erosion and sediment control measures may be subject to penalties imposed by any applicable Regulatory Agency.

D.43 PROTECTION OF SPECIES AT RISK AND WILDLIFE PROTOCOL

Subsection GC 3.07, Delays, of the Modified OPS General Conditions of Contract is amended by the addition of the following to clause GC 3.07.01:

f) The presence of Species at Risk, defined as endangered or threatened species protected under the provincial Endangered Species Act, 2007 and/or the federal Species at Risk Act, 2002, where that Act has jurisdiction (i.e. on federal lands, or with respect to federally regulated migratory birds and aquatic species) not otherwise identified in the Contract Documents,

Subsection GC 3.07 is further amended by the addition of the following clause:

- .4 If the Contractor encounters Species at Risk as defined in clause GC 3.07 not otherwise identified in the Contract Documents within the Contract limits that are likely to be impacted by the Contractor's operations:
 - a) The Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator.
 - b) Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, according to subsection GC 7.10, Suspension of Work.
 - c) Any delay in the completion date of the Contract that is caused by such a cessation of construction operations shall be considered to be beyond the Contractor's control according to clause GC 3.07.01.
 - d) Any increases in the cost of the work to be done that are caused by such a cessation of construction operations shall be considered as a Change in the Work according to clause GC 3.10.01.
 - e) Any work directed or authorized in connection with the unexpected presence of Species at Risk shall be considered as Changes in the Work according to clause GC 3.10.01, Changes in the Work.

SECTION E: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

Standard Detail Drawings

The Contractor acknowledges that certain standard detail drawings, which are provisions of this Contract, have not been reproduced for inclusion in the Contract Documents. These standard drawings are listed in subsection E and/or referenced by the Contract Documents. Some of the standard detail drawings may be shown on the Contract Drawings.

The Contractor acknowledges that the standard drawings referred to in subsections E are the Ontario Provincial Standard Drawings (OPSD).

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

The Contractor shall obtain its own copy of the standard detail drawings from the Standard Tender Documents Vol. #2: Material Specifications and Standard Detail Drawings. Drawing revision date shall be the most recent up to and including April 2023.

E.01.1 Ontario Provincial Standard Drawings (OPSD)

The Ontario Provincial Standard Drawings (OPSD) which are provisions of this Contract include, but are not limited to:

DRAWING No.	DESCRIPTION	DRAWING No.	DESCRIPTION
OPSD 400.010	Catch Basin Frame and Grate	OPSD 601.010	Asphalt Curb and Asphalt Curb with Gutter
OPSD 400.070	Catch Basin Frame and Grate	OPSD 600.110	Barrier Curb
OPSD 401.020	MH Cover	OPSD 810.010	General Rip-Rap Layout for Sewer and Culvert Outlets

Standard Specifications

The Contractor acknowledges that certain standard specifications, which are provisions of this Contract, have not been reproduced for inclusion in the Contract Documents. These standard specifications are listed in subsection E.02.1 and SECTION F: SPECIAL PROVISIONS – ITEM SPECIFIC and in the Schedule of Prices.

The Contractor acknowledges that the standard specifications referred to in subsection E.02.1 and SECTION F: SPECIAL PROVISIONS – ITEM SPECIFIC and in the Schedule of Prices are the Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

E.01.2 Ontario Provincial Standard Specifications (OPSS)

The Ontario Provincial Standard Specifications (OPSS) which are provisions of this Contract include, but not limited to:

OPSS	Vol.	Rev. Date	Description
127	5	Apr. 24	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
180	7	Nov. 21	Management of Excess Material
206	7	Apr. 19	Grading
212	7	Nov. 19	Borrow
310	7	Nov. 17	Hot Mix Asphalt
314	7	Nov. 24	Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
355	5	Nov. 20	Installation of Interlocking Concrete Pavers
408	1	Nov. 21	Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets and Valve Chambers
501	5	Nov. 17	Compacting
510	7	Nov. 18	Removal
511	7	Nov. 19	Rip Rap, Rock Protection, and Granular Sheeting
710	1	Nov. 21	Pavement Marking
805	7	Nov. 21	Temporary Erosion and Sediment Control Measures

SECTION F: SPECIAL PROVISIONS – ITEM SPECIFIC TABLE OF CONTENTS

F.01	TRAFFIC AND PEDESTRIAN CONTROL
F.02	MANAGEMENT OF EXCAVATED SOILS, EXCESS MATERIAL, AND CONTAMINATED SOIL
F.03	EROSION AND SEDIMENT CONTROL
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F.09	TOPSOIL

F.01 TRAFFIC AND PEDESTRIAN CONTROL

F.01.1 Scope

The Scope of the work addressed in this specification “Traffic and Pedestrian Control Plan” shall include the preparation and submission of a Traffic Control Plan (TCP) and a Construction Site Pedestrian Control Plan (CSPCP) as outlined in this specification and in General Provision – D.33. The TCP and the CSPCP may either be combined or submitted separately.

F.01.2 References

Ontario Traffic Manual latest edition

F.01.3 Design And Submission Requirements

F.01.3.1 Traffic Control

Where construction pursuant to this Contract is being carried out on or adjacent to a roadway, the supply, placement, monitoring, and disassembly of all traffic control devices shall be performed under the direction of the Contractor in accordance with the Ontario Traffic Manual latest edition.

The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the traffic control. The Contractor shall prepare and submit a Traffic Control Plan that details the specific traffic control layout(s), necessary for the completion of the works. The Traffic Control Plan shall be in the form of drawing(s) and written description(s) of how the Contractor intends to control traffic through and around the work zone. The TCP shall include, and not necessarily be limited to:

- a) Monitoring and Repair (24-hour contact number if not acquired);
- b) Reference to Applicable OTM Book 7 Typical Layouts;
- c) Traffic control signs (regulatory, warning and temporary);
- d) Contract-specific operational requirements;
- e) Traffic staging and scheduling;
- f) Construction vehicle access/egress;
- g) Public access/egress for all existing entrances and side roads;
- h) Pedestrian safety; barriers and barricades;
- i) Emergency Vehicle access;
- j) Parking for Contract Administrator;
- k) Any other traffic control measures.

The Contractor shall refer to Special Provision-General D.33 for general and contract specific requirements of traffic operations, and definition of terms.

Two (2) weeks prior to commencing construction, the Contractor shall submit the Traffic Control Plan to the Contract Administrator. The Contractor acknowledges that revisions to the Traffic Control Plan may be necessary, where it concerns public safety and mobility.

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the Traffic Control Plan measures.

The Contractor shall be required to review and modify the TCP for errors, omissions, deficiencies, or because of any new hazards are identified and not previously addressed within the document.

The condition of all traffic control devices shall be maintained for the duration of the contract, in accordance with the OTM.

The Contractor shall immediately repair, replace or otherwise make good the practice deemed unsafe or non-compliant when the owner makes the Contractor aware of any violation of the TCP.

Should the Contractor disagree, the Ministry of Labour will be consulted to provide clarification of the observed deficiency.

It is the responsibility of the Contractor to ensure that all necessary training has been provided prior to commencement of the work.

The acceptance and review of the TCP by the Consultant will make no representation and/or warranty that the document is accurate, complete, or compliant with all applicable legislation. Any errors, omissions or deficiencies within the TCP will remain the sole responsibility of the Contractor. The contract shall not commence, until the Consultant has reviewed the TCP and the Contractor has addressed all comments.

The Contract Administrator reserves the right to ask for revisions to the Traffic Control Plan at submission time or reject it if the Plan does not meet the Contract language. In addition, the Contract Administrator reserves the right to instruct the Contractor to revise it at any time during the Contractor's execution of the plan, when the Contract Administrator finds that the Contractor is not providing the commitments shown in the original Traffic Control Plan submission, or the Contractor's Traffic Control Plan proves to be insufficient to address the field conditions.

F.01.3.2 Pedestrian Control

The Construction Site Pedestrian Control Plan shall ensure the provision of a safe and accessible path of travel for all pedestrians through and/or around the construction site. The plan shall ensure that pedestrians with disabilities, as well as those with increased mobility needs (parents with strollers and/or young children, elderly pedestrians using canes, walkers, or wheelchairs, etc.), shall be accommodated either through or around the construction site. The scope of the work addressed in CSPCP will include temporary pedestrian signing; directional signing; maintenance of sidewalk; relocation, maintenance, and removal of pedestrian barriers; and all necessary delineation or any other measures to provide a safe environment for pedestrians.

Two (2) weeks prior to commencing construction, the Contractor shall submit the Construction Site Pedestrian Control Plan to the Contract Administrator. The Contractor acknowledges that revisions to the CSPCP may be necessary, in consultation with the Owner, where it concerns accessibility, public safety and mobility.

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the CSPCP measures.

The Contractor shall be required to review and modify the CSPCP for errors, omissions, deficiencies, or because of any new obstacles to accessibility are identified and not previously addressed within the document.

The condition of all pedestrian control materials and/or devices shall be maintained for the duration of the contract.

The Contractor shall immediately repair, replace or otherwise make good the practice deemed unsafe or non-compliant when the owner makes the Contractor aware of any violation of the CSPCP.

It is the responsibility of the Contractor to ensure that all necessary training has been provided prior to commencement of the work.

The acceptance and review of the CSPCP by the Consultant will make no representation and/or warranty that the document is accurate, complete, or compliant with all applicable legislation. Any errors, omissions or deficiencies within the CSPCP will remain the sole responsibility of the Contractor. The contract shall not commence, until the Consultant has reviewed the CSPCP and the Contractor has addressed all comments.

The Contract Administrator reserves the right to ask for revisions to the CSPCP at submission time or reject it if the Plan does not meet the Contract language. In addition, the Contract Administrator reserves the right to instruct the Contractor to revise it at any time during the Contractor's execution of the plan, when the Contract Administrator finds that the Contractor is not providing the commitments shown in the original CSPCP submission, or the Contractor's CSPCP proves to be insufficient to address the field conditions.

F.01.4 Measurement For Payment

Measurement shall be by Lump Sum.

F.01.5 Basis Of Payment

Payment at the contract Lump Sum Price for the items "Traffic Control Plan" and "Construction Site Pedestrian Control Plan" shall be full compensation for the research, preparation and implementation of the TCP and CSPCP, and shall include all labour, equipment and material to supply, and maintain all traffic and pedestrian control measures detailed therein. This payment includes supply, installation, monitoring, operation, maintenance and removal of all required traffic control devices and pedestrian control devices.

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

F.02 MANAGEMENT OF EXCAVATED SOILS, EXCESS MATERIAL, AND CONTAMINATED SOIL

F.02.1 Scope of Work

Soils within the project limits *may* be considered for re-use at Township owned gravel pit project site, providing the beneficial re-use of the salt impacted soils adhere to the requirements as summarized in the Rules document. The Contractor is responsible for all coordination and costs associated with the management and disposal of contaminated materials including tipping fees for disposal.

F.02.2 General

The Contractor shall refer to General Provision – D.40 for general and contract specific requirements for management of contaminated soil and definitions of terms.

F.02.3 Notification

No hazardous waste has been identified within the project limits. Any additional hauling and landfill fees associated with materials designated, as hazardous waste will be paid as “Extra Work” as defined elsewhere in the Contract.

F.02.4 Measurement of Payment

Measurement is by Tonne for “Remove and Dispose of Excess Material”.

The Contractor shall maintain a daily summary of the quantity of materials directed off site and shall provide copies of all scale tickets to the Contract Administrator.

F.02.5 Basis of Payment

OPSS 180 shall apply except as may be amended and extended herein.

180.10 Basis of Payment

Subsection 180.10 is deleted and replaced with the following:

Payment at the contract price for the tender item ““Remove and Dispose of Excess Material” shall include full compensation for all labour, equipment and material required to transport and dispose of the material at a licensed waste facility identified by the Contractor. All costs associated with acquiring approvals, releases, coordination, and agreements shall be included in this tender item.

The cost of excavation of excess material including but not limited to on-site management and stockpiling of material on site for re-use, loading, hauling, placing and compaction shall be deemed to be included under the item requiring the excavation.

No additional payment will be made for increased handling, scheduling delays, construction staging or stockpiling of materials for reuse on site or eventual disposal.

F.03 EROSION AND SEDIMENT CONTROL

F.03.1 General

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations has potential to cause a detrimental impact to any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.

The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff and discharges from the site. Therefore, where necessary the Contractor shall implement sequential measures arranged in such a manner as to mitigate sediment release from the construction operations and achieve specific maximum permitted criteria where applicable. Suggested on-site measures may include, but shall not be limited to, the following methods: sediment ponds, filter bags, pump filters, settling tanks, silt fences, straw bales,

filter cloths, catch basin filters, check dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures shall be installed in accordance with the requirements of OPSS 805 where appropriate, or in accordance with manufacturer's recommendations.

Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

Before commencing the Work, the Contractor shall submit to the Contract Administrator two copies of a detailed Erosion and Sediment Control Plan (ESCP). The ESCP will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work.

F.03.2 Contractor's Responsibilities

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor shall periodically, and when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will be constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from non-compliance with the requirements of this specification or the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or non-compliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

F.03.3 Measurement and Basis of Payment

Payment at the contract Lump Sum price for the item "Erosion and Sediment Control" shall be full compensation for the plan preparation and implementation of the erosion and sediment control requirements for the site, and shall include all labour, equipment and materials to supply, construct, monitor and maintain all erosion and sediment control measures.

Payment shall be based upon the following schedule:

- a) 25% upon satisfactory submission of the ESC Plan and installation of the control measures;
- b) 50% pro-rated into equal payments over the term of the contract; and,
- c) 25% upon successful completion and removal of the ESC Plan protection measures.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

F.04 CONTRACT INITIATION

F.04.1 Scope

This item is intended to provide the Contractor with funds at the onset of the project. The Contractor is permitted to include project costs in the "Contract Initiation" item which should be no more than 2% of the total tender cost as submitted in the Form of Tender.

Contract initiation shall include all required submissions prior to commencement of work including, but not limited to:

- a) Detailed Construction Schedule
- b) Quality Control Obligations
- c) Traffic and Pedestrian Control Plans
- d) Pre-construction Health and Safety Submissions

F.04.2 Measurement for Payment

The tender item “Contract Initiation (no more than 2% of Contract Value)” will be paid as a lump sum item.

F.04.3 Basis of Payment

Payment for the item “Contract Initiation” shall be compensation for the Contractor’s contract initiation costs for this project. The item will be paid in full on the first payment certificate.

F.05 EARTH EXCAVATION – GRADING (INCLUDING ALL REMOVALS)

F.05.1 SCOPE

OPSS 206 and OPSS 510 shall apply except as amended and extended by the addition of the following:

F.05.2 Removals

Any information on removals given herein or shown on the drawings is approximate only and the Contractor shall base his bid on the findings of his investigation of the site.

Where existing features or underground utilities, known or unknown, are located within the limits of construction and are not identified to be removed, the Contractor shall undertake all appropriate measures and actions to protect the features or utilities. In scenarios where implementation of these actions is determined not to be feasible, the Contractor may remove and re-instate the feature to existing or better condition, in accordance with all applicable specifications and regulations.

Where existing features or abandoned underground Utilities conflict with the line of construction, the Contractor shall remove these items and dispose of them in waste areas, provided by the Contractor at his own expense outside the Contract limits in accordance with OPSS 180. Where the Contract Administrator determines that the Contractor’s methods are responsible for damage to adjacent features and materials not specified for removal, the Contractor shall carry out remedial measures at his own expense to the satisfaction of the Contract Administrator. The Contractor shall correct damage and/or replace materials with a product of equal or better quality and to the satisfaction of the Contract Administrator.

There shall be no extra payment for the work associated with protection, reinstatement or removal of existing features or utilities; this work is deemed to be included in the Contract price for the item “Earth Excavation – Grading”, or incidental to other items in the Contract.

Saw-cutting of existing concrete curbs is required to produce neat lines at removal limits and will be considered as incidental to the works required. The existing Pavement shall be cut full depth to produce neat lines to accommodate asphalt transitions at the limits of full road reconstruction.

F.05.3 Designated Construction Work Areas

The Contract Drawings indicate the right-of-way limits and designated Work Area limits where required to allow grading and Pavement tie-ins. The Contractor shall strictly confine his operations to within the right-of-way limits or designated construction Work Area limits, as well as to the grading limits and Pavement match lines specified on the Contract Drawings unless otherwise authorized by the Contract Administrator. The Contractor shall clearly identify onsite the edge of designated Work Areas, grading limits and Pavement match lines and ensure all workers are aware of these limits.

Unless specified elsewhere in the Contract or directed by the Contract Administrator, any disturbance outside specified construction or grading limits shall be reinstated by the Contractor at his expense to original conditions to the Contract Administrator's satisfaction.

No additional payment will be allowed for this requirement as the cost of such work is deemed to be included in the unit price bid for this item.

F.05.4 Salvaged Materials

Where specified in the Contract, materials designated to be salvaged shall be stored for re-use prior to general removals and grading operations. Any material deemed by the Contract Administrator to be unsuitable for reinstallation and any salvaged material in excess of Contract requirements shall be removed by the Contractor and disposed of in waste areas, provided by the Contractor at his own expense outside the Contract limits in accordance with OPSS 180.

Where the Contract Administrator deems that materials to be salvaged have been damaged by the Contractor's operations, the Contractor shall replace the material with a product of equal or better quality at his expense to the satisfaction of the Contract Administrator.

F.05.5 Removal of Existing Miscellaneous Debris, Refuse, Piles, etc.

Where existing miscellaneous deleterious material such as debris, refuse, piles, fallen trees, branches, etc. is encountered within the Contract limits the Contractor shall dispose of them in waste areas, provided by the Contractor at his own expense outside the Contract limits in accordance with OPSS 180.

Unless otherwise allotted for under a separate Contract item, no additional payment will be allowed for removal of existing miscellaneous debris, refuse, piles, etc., as the cost of such work is deemed to be included in the Contract price for the item "Earth Excavation – Grading".

F.05.6 Disposal

No additional payment shall be allowed for disposal of surplus excavated material and unsuitable and waste material by the Contractor OUTSIDE of the contract limits in waste areas, provided by the Contractor at his own expense, in accordance with OPSS 180. Where existing items are designated to be removed, the Contractor shall remove these items and dispose of them in waste areas, provided by the Contractor at his own expense outside the Contract limits in accordance with OPSS 180.

F.05.7 Approved Native Fill / Backfill Requirements

The Contractor shall be solely responsible to stage excavation operations or alternatively stockpile suitable excavated material at an approved location, offsite if necessary, to ensure Contract requirements for approved native materials for fill (for grading) and backfill (for trenches). No additional payment will be allowed for this work as the cost of such work is deemed to be included in the unit price bid for this item.

F.05.8 Underground and Overhead Utilities

Existing underground Utilities are located within the specified grading limits. Overhead wiring and poles are located within the contract limits. The Contractor will be required to work around these Utilities, and when construction operations are liable to damage Utilities, the Contractor will be

required to alter his method of construction as directed by the Contract Administrator or Utility Company in order to avoid any damage.

No additional payment will be allowed for this requirement as the cost of such work is deemed to be included in the Contract price for the item "Earth Excavation – Grading".

F.05.9 Road Subgrade

The Contractor shall be fully responsible to take necessary measures and schedule construction activities to ensure that the road Subgrade remains undisturbed and stable. Where the Contract Administrator determines that the Contractor's methods are responsible for Subgrade instability, the remedial measures will be carried out by the Contractor at his own expense to the satisfaction of the Contract Administrator. Measures proposed by the Contractor to correct defective Subgrade will be subject to the Contract Administrator's approval.

No additional payment will be allowed for removal of subgrade, as the cost of such work is deemed to be included in the Contract price for the item "Earth Excavation – Grading".

F.05.10 Proof Rolling Subgrade

A large rubber tired smooth drum roller shall be used to proof roll the Subgrade prior to placing Roadway granulars. The Contract Administrator may authorize use of other proof rolling equipment.

Make sufficient passes with the proof rolling equipment to subject every point on the surface to three separate passes of the full load of the roller.

Where proof rolling reveals areas of defective Subgrade:

- a) Remove Subgrade material to a depth and extent as directed by the Contract Administrator.
- b) Backfill excavated Subgrade with approved native material and compact in accordance with this section.

No additional payment will be allowed for this requirement as the cost of such work is deemed to be included in the Contract price for the item "Earth Excavation – Grading" unless specified elsewhere in the Contract.

Payment for removal of Subgrade material where directed will be included under "Earth Excavation – Grading". However, where the defective subgrade is deemed by the Contract Administrator to be caused by the Contractor's construction methods or due to the Contractor's other construction activities, all measures associated with correction of the defective Subgrade shall be at the Contractor's expense.

F.05.11 Measurement for Payment and Basis of Payment

Sub-section 206.09.02 of OPPS 206 is deleted and replace by the following:

Earth Excavation – Grading – ITEM

Measurement shall be by Plan Quantity, as may be revised by Adjusted Plan Quantity, of the volume in cubic metres computed from field measurements of existing cross sections taken during the pre-construction stage and shall be based on the theoretical limits designed in the Contract. If portions of the work that entail earth excavation are not required or installed, the excavation volume associated with the work that has been omitted shall be subtracted from the total estimated quantity

in the Contract. If the excavation for portions of the work do not meet the lines and grades specified, the Contract Administrator may subtract the volume associated with the difference in what should have been excavated (based on proposed lines/grades) compared to what was actually excavated (based on actual lines/grades) from the total estimated quantity in the Contract.

Sub-section 206.09.01.02 of OPSS 206 is deleted in its entirety; Section 206.10.02 of OPSS 206 is deleted in its entirety.

Section 510.09, of OPSS 510 is amended in that no separate payment will be made for the removal of items listed and specified herein except where specified elsewhere in the Contract and the costs shall be deemed to be included in the contract price for the item “Earth Excavation - Grading”, and will be full compensation for all labour, equipment and materials necessary to complete the work herein described and specified in the Contract drawings.

Section 510.10, Basis of Payment, of OPSS 510 is amended and extended in that where work of the type listed above is designated to be carried out, no separate payment will be made for this work and the Contract Price for the Tender item “Earth Excavation – Grading” shall include full compensation for all labour, equipment and material required to do the work.

F.06 REMOVE, SALVAGE, AND REINSTATE INTERLOCKING PAVERS

F.06.1 Scope

This Special Provision covers the removal and reinstallation of interlocking concrete pavers. This applies to driveways, sidewalks, and other areas within the boulevard.

F.06.2 General

The existing interlocking concrete pavers shall be salvaged in accordance with OPSS.MUNI 510.

OPSS.MUNI 355 shall apply to reinstallation, except as follows:

Interlocking concrete pavers salvaged under this Contract shall be used in place of new interlocking concrete pavers. Broken or damaged interlocking concrete pavers shall not be reused and shall be disposed off-site in accordance with OPSS 180. The Contractor shall supply and use all new bedding and joint sand materials. Existing granular base materials shall be left in place and supplemented as necessary, provided that adequate depth and compaction can be confirmed to the satisfaction of the Contract Administrator.

Where insufficient salvaged interlocking concrete pavers are available, the work shall be completed in accordance with OPSS.MUNI 355 using new materials.

F.06.3 Measurement for Payment

Reinstallation of Salvaged Interlocking Concrete Pavers shall be measured in square metres (m²).

F.06.4 Basis of Payment

Payment at the Contract price for the tender items “Remove, salvage, and reinstate interlocking pavers” and “Remove, salvage, and return interlock pavers to owner” shall be full compensation for all labour, equipment, and material required to do the work, including excavation, stone dust levelling course, and mortar sand.

The Granular 'A' shall be paid under the Granular 'A' item.

F.07 ADJUSTING AND CLEANING OF CATCH BASINS AND MANHOLES

OPSS.MUNI 408 shall apply to the adjustment of catchbasins and manholes, except as follows:

F.07.1 Material Supply

Section 408.05.07 is amended with the following:

Frames and covers for sanitary maintenance holes are to be supplied by the Town of Renfrew.

F.07.2 Cleaning

Section 408.07.01 is amended with the addition of the following:

The Contractor shall clean all structures in which the iron has been adjusted.

Disposal of all materials shall be the sole responsibility of the successful Contractor. There will be no additional reimbursement for the removal and disposal of materials.

It shall be the responsibility of the Contractor to be aware of, and to possess, all applicable licenses and certificates which may be required by the Ministry of the Environment and Climate Change, or by other provincial or federal authorities, in order to comply with the collection, transportation, and disposal of cleaning residue.

F.07.3 Basis of Payment

Payment at the Contract price for the tender items "Catch Basin Adjustments any size" and "Manhole Adjustments any size" shall be full compensation for all labour, equipment, and material required to do the work, including excavation, adjustment materials, and cleaning.

F.08 LABOUR AND EQUIPMENT

F.08.1 SCOPE

During the course of this Contract the Contract Administrator may require the Contractor to perform certain work which the Contract Administrator does not consider included in other tender items listed in the Schedule of Prices.

The Contractor must obtain written permission from the Contract Administrator prior to commencing with this work and no payment will be made for any work performed without the Contract Administrator's authorization.

F.08.2 Measurement For Payment

Measurement shall be by hours for all items listed in Section D of Schedule of Prices.

F.08.3 Basis of Payment

The Contract unit price per hour for labour shall include the cost of any supervisory staff that may be required and the supply of all tools necessary for hand labour work.

The Contract unit price per hour for equipment shall include the operator's wages and the cost of all fuel, lubricant, repairs, etc.

All costs associated with the management and disposal of materials resulting from the work performed by the labour force or operation of the equipment shall be deemed to be included in the Contract unit price for the workers. Management of material shall conform to OPSS 180.

Payment shall be made only for the time in which the labour force is effectively employed on the work or the time in which the equipment is in effective operation.

F.09 TOPSOIL

This Specification describes the requirements for topsoil.

Amendments to OPSS 802 shall be as per the following:

Section 802.07.03 is amended by the addition of the following:

Topsoil shall be 100 mm thick. If the grade is low in the area as over-excavated by the Contractor and the amount of topsoil will exceed the minimum 100 mm thickness, it will be the Contractor's choice to either place selected native fill in these low points or fill with topsoil. At no point shall the topsoil be less than 100 mm thick. There will be no additional compensation for placing topsoil over 100 mm thick.

SECTION G: GEOTECHNICAL INVESTIGATION REPORT

(UNDER SEPARATE COVER)

SECTION H: CONTRACT DRAWINGS

(UNDER SEPARATE COVER)