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**TOWNSHIP OF NORTH HURON**

**EROSION PROTECTION AT WINGHAM  
COMMUNITY TRAIL BRIDGE**

**CONTRACT NO. BR1413**

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engineering better communities

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# **INFORMATION TO BIDDERS**

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## INFORMATION TO BIDDERS

### 1) DATE AND PLACE FOR RECEIVING TENDERS:

Electronic bid submissions only shall be received by the Township's Bidding System no later than **2:00:59 p.m. (local time), Tuesday, May 12, 2026.**

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the Township's Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

For the above reasons, the Township recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Township's Bidding System web clock.

Bidders should contact the Purchasing Representative listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Township's Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Purchasing Representative immediately.

Late Bids shall not be accepted by the Townships's Bidding System. To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at [northhuron.bidsandtenders.ca]

### 2) TENDER DEPOSIT:

Each tender must be accompanied by a tender deposit in the form of a bid bond payable to:

#### **Township of North Huron**

Bidders shall submit with their on-line bid either a Digital copy (preferred) or Scanned copy of the Bid Deposit in the amount of 10% of the Tendered Price, in one of the following two options:

#### Option # 1

A Digital Bid Bond & Undertaking to Bond (preferred by the owner)

#### Option # 2

A scanned Bid Bond & Undertaking to Bond – (pdf)

The award winning, shall submit originals to the Township of North Huron within 5 days after tender acceptance.

### 3) ADDENDUM/ADDENDA:

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Township's Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

Addendum/Addenda will typically be issued through the Township's Bidding System, Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://northhuron.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The Township encourages Bidders not to submit their Bid prior to forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Townships's Bidding System shall WITHDRAW their Bid submission and change their Bid submission to an INCOMPLETE STATUS (NOT accepted by the Owner) and the Withdrawn Bid can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

**4) SUBMISSION OF TENDER:**

**a) Statement re Sub-Contractors:**

Where included in the contract documents, each bidder shall complete along with the tender, a list of proposed Sub-Contractors showing the value of the work to be sublet to each. The value of work sublet shall not exceed 50% of the total work to any one subcontractor without written authorization of the Contract Administrator. Failure to provide this list may render the tender invalid.

**b) Agreement to Bond:**

Bidders must have the "Agreement to Bond" forms, or equivalent, of this contract completed by their bonding company, and the same must be submitted with their tender in order to validate their bid.

**c) Workplace Safety and Insurance Board (WSIB) Certificate and Proof of Insurance:**

Bidders must have a WSIB Certificate submitted with their tender in order to validate their bid.

**d) Proof of Insurance:**

Bidders must have a copy of the Certificate of Insurance for general liability submitted with their tender in order to validate their bid.

**5) CLARIFICATION:**

Any details in question on this contract or in the accompanying plans shall be clarified by the bidder prior to submitting the bid. The unit prices as tendered shall include the supply of all permits, labour, equipment, and materials except where noted that are necessary to complete the contract. For technical questions related to tender documents, please contact:

Chad Kernighan, Project Manager  
B. M. Ross and Associates Limited  
Engineers and Planners  
Ph: (519) 524-2641  
ckernighan@bmross.net

**6) DISQUALIFICATION OF TENDER:**

Tenders will not be considered where they are not properly executed, and the associated documentation is not complete.

More than one tender from an individual, firm, partnership or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all tenders so affected.

**7) FORM OF AGREEMENT:**

It is not necessary to complete the "Form of Agreement" when submitting your tender, but the successful bidder shall be required to complete the form upon notification of the award of the contract.

**8) COMPETENCY OF BIDDERS:**

Bidders and Sub-Contractors must be capable of performing the various items of work bid upon. They may be required to furnish a statement covering experience on similar work, list of machinery available for the proposed work, and such statements of their financial resources as may be deemed necessary.

**9) TENDER AWARD:**

Bidders are notified that any unbalanced items, errors, or omissions in the tender may render the tender invalid.

Contractors are notified that each tender shall continue open to acceptance by the Owner until the formal contract is executed by the successful bidder or until at least forty-five (45) days after the tender closing date, whichever occurs first. The Owner may at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.

Procurement is subject to Chapter 506 of the Canadian Free Trade Agreement (CFTA).

The lowest price bid or any bid will not necessarily be accepted. The Owner reserves the right to reject any or all tenders and to award to other than the lowest bidder as the interests of the Owner may require.

**10) COMPLETION DATE AND LIQUIDATED DAMAGES:****a) Time:**

Time shall be the essence of this agreement.

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

The Contractor shall complete this contract in its entirety by: **October 30, 2026.**

**Period of traffic control should be limited to 5 days.**

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

If the Contractor is delayed in the completion of the work,

- 1) by reason of changes or alterations made under Section GC3.07 of the General Conditions;
- 2) by reason of any breach of contract or prevention by the Owner or other Contractor of the Owner or any employee of any one of them;
- 3) by reason of delay by the Owner issuing instructions or information or in delivering materials;
- 4) by any other act or neglect of the Owner or any other Contractor of the Owner or any employee of any one of them;
- 5) for any cause beyond the reasonable control of the Contractor;
- or
- 6) by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes,

the time of completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Contract Administrator, and notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Owner in writing at least fifteen (15) days prior to the date of completion fixed by the contract. All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

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

**c) Liquidated Damages:**

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed within the date of completion, damages will be sustained by the Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of One Thousand Dollars (\$1,000.00) per day for liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed, and it is agreed that this amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

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

**11) TAXES:**

**Harmonized Sales Tax (HST):**

The 13 % Harmonized Sales Tax will be paid on all work performed within the contract. It will be listed

as a separate item on all tender documents and adjusted on final payment in accordance with the final contract price.

**12) BRIBERY:**

Should the Contractor or any of the agents give or offer any gratuity to, or attempt to bribe any officer or servant of the Owner, the Owner shall be at liberty to cancel the contract forthwith or to direct the Contract Administrator to take the whole or any part of the works out of the hands of the Contractor. Bribery shall be considered as non-fulfilment of the contract by the Contractor.

**13) ONTARIO PROVINCIAL STANDARDS:**

Bidders are hereby advised that the Ontario Provincial Standards apply to this contract and are to be used where applicable. Bidders are responsible for familiarizing themselves with the latest revisions of the Ontario Provincial Standards.

**14) WARRANTY HOLDBACK:**

3 % of the value of the Work will be retained for a period of 12 months following the date of Completion as a security for the proper performance of the Work. This Warranty Holdback will be released without interest upon expiry of the Warranty Period subject to the proper correction of all deficiencies to the Owner's satisfaction.

The Warranty Holdback will be held in addition to the 10% Statutory Holdback required by the Construction Act. The Warranty Holdback will be retained by the Owner, commencing during the latter part of the period of construction and generally not before the contract is approximately 80% complete.

No alternate forms of security will be considered.

**15) FREEDOM OF INFORMATION:**

Any personal information required on the Tender Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the bid submission.

All tenders submitted to the Owner becomes the property of the Owner and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Bidders may mark any part of their Tender as confidential except for the total Contract price and the Bidder's name. The Owner will use its best efforts not to disclose any information so marked but shall not be liable to a bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Owner may release the name of the successful bidder, the name and telephone number of the contact person and the total bid price of the successful bidder.

Questions about collection of personal information under the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

**Tyler Raycraft**  
**274 Josephine Street**  
**Wingham, ON N0G 2W0**  
[traycraft@northhuron.ca](mailto:traycraft@northhuron.ca)

**16) OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE**

Contractor is Constructor. It is the Contractor's responsibility as "Constructor" under the provision of the *Occupational Health and Safety Act* to coordinate the activities of all employers and works operating

within the contract limits to ensure that the requirements of the *Occupational Health and Safety Act* are satisfied.

By signing the Form of Tender, the successful bidder agrees to abide by all applicable current health and safety legislation, environmental legislation, any other applicable regulations and comply with the intent of the Owner's Health and Safety Policy. The applicable regulations shall include the Occupational Health and Safety Act, R.S.O. 1990, C.0.1, as amended (re: duties of employers, safety training/certifications). By signing this tender the bidder also agrees to sign the Owner's Corporate Statement of Occupational Health and Safety Compliance Form that is bound in this tender document.

The Successful Bidder will provide the Corporation, prior to commencement of work, with a copy of the Constructor's Health and Safety Policy for their firm and the signed copy of Owner's Corporate Statement of Occupational Health and Safety.

#### **17) ACCESSIBILITY**

As of January 1, 2012, Bidders must meet the requirements of the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act, 2005.

#### **18) CONFLICT OF INTEREST**

No elected official or employee, nor any corporation of which an elected official or employee has an interest, shall offer any bid, or otherwise sell any goods or services to the Township, unless such interest is disclosed, and they do not participate in the purchasing process in any way. No elected official or employee who has an interest, shall discuss a bid solicitation with a person, or any other employee or agent of the person who has submitted a bid to the Township, unless the procurement call has been awarded or for the purpose of receiving clarification.

**FORM OF TENDER**

**TOWNSHIP OF NORTH HURON  
EROSION PROTECTION AT WINGHAM  
COMMUNITY TRAIL BRIDGE  
CONTRACT NO. BR1413**

Tender by \_\_\_\_\_

residing at \_\_\_\_\_

\_\_\_\_\_

a company duly incorporated under the laws of \_\_\_\_\_

and having its head office at \_\_\_\_\_

hereinafter called the "Bidder"

To -- Municipality of North Huron

I/We \_\_\_\_\_

having carefully examined the locality and site of the proposed works and all tender documents relating thereto, including the Form of Agreement, Special Provisions, Contract Drawings, Information to Bidders, Standard Specifications, Standard Drawings, Form of Tender, Supplemental General Conditions, General Conditions and Addendum/Addenda Numbers \_\_\_\_ to \_\_\_\_\* inclusive, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time, to construct the said work in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time, and to furnish all labour, materials, tools, plant, matters and things necessary therefore, complete and ready for use within the time specified for the sum, including HST, of

\_\_\_\_\_  
\_\_\_\_\_ ( \$ \_\_\_\_\_ )

or such other sum as is determined from the actual measured quantities at the unit prices set forth in the Tender.

\* The bidder will insert here the number of the Addenda received during the tendering period and taken into account when preparing the Tender.

# To be completed online via Bids and Tenders Schedule of Prices

THE AFORESAID SUM IS MADE UP AS FOLLOWS:

## SCHEDULE OF ITEMS AND PRICES

| Item                                     | OPSS #                 | Description                                        | Qty/ Unit         | Price       | Amount      |
|------------------------------------------|------------------------|----------------------------------------------------|-------------------|-------------|-------------|
| <b><u>PART 1</u></b>                     |                        |                                                    |                   |             |             |
| 1                                        | SP                     | Mobilization, Demobilization, & Other requirements | 1 L.S.            | \$ _____    | \$ _____    |
| 2                                        | 706, SP                | Traffic Control - Trail Closed, Minnie St. Open    | 1 L.S.            | \$ _____    | \$ _____    |
| 3                                        | 510, SP                | Removals - Broken Pieces Only                      | 1 L.S.            | \$ _____    | \$ _____    |
| 4                                        | 201, SP                | Strip, stockpile and replace topsoil               | 1 L.S.            | \$ _____    | \$ _____    |
| 5                                        | 182, 805, SP           | Environmental protection and silt control          | 1 L.S.            | \$ _____    | \$ _____    |
| 6                                        | 314, 501, SP           | Filter stone material                              | 30 tonnes         | \$ _____    | \$ _____    |
| 7                                        | SP                     | Supply and place armour stone                      | 2 Ea.             | \$ _____    | \$ _____    |
| 8                                        | 511, 1004, SP          | Rip rap erosion protection                         | 50 m <sup>2</sup> | \$ _____    | \$ _____    |
| 9                                        | 802, 803, 804, 805, SP | Site restoration                                   | 1 L.S.            | \$ _____    | \$ _____    |
| 10                                       | 100, SP                | Bonding and Insurance                              | 1 L.S.            | \$ _____    | \$ _____    |
| <b>Sub-Total Part 1</b>                  |                        |                                                    |                   |             | \$ _____    |
| <b><u>PART 2 - PROVISIONAL ITEMS</u></b> |                        |                                                    |                   |             |             |
| 11                                       | SP                     | Contingency allowance                              | 1 L.S.            | \$ 4,000.00 | \$ 4,000.00 |
| <b>Sub-Total Provisional Items</b>       |                        |                                                    |                   |             | \$ _____    |
| <b>Sub-Total</b>                         |                        |                                                    |                   |             | \$ _____    |
| <b>13% HST</b>                           |                        |                                                    |                   |             | \$ _____    |

# To be completed online via Bids and Tenders SubContractors Table

## STATEMENT RE: SUB-CONTRACTORS

The following is a list of sub-contractors or sub-trades intended to be used in the execution of the contract showing the approximate portion of the work to be allotted to each.

Failure to specify sub-contractors may render tender invalid. No substitutions or additions of sub-contractors will be permitted without written approval from the Owner/Contract Administrator.

If no sub-contractors will be used check here \_\_\_\_\_

|    |                                         |  |
|----|-----------------------------------------|--|
| 1. | Sub-Contractor Company Name and Address |  |
|    | Contact Name                            |  |
|    | Telephone                               |  |
|    | Email                                   |  |
|    | Scope of Work                           |  |
|    | Percent of Contract                     |  |
| 2. | Sub-Contractor Company Name and Address |  |
|    | Contact Name                            |  |
|    | Telephone                               |  |
|    | Email                                   |  |
|    | Scope of Work                           |  |
|    | Percent of Contract                     |  |
| 3. | Sub-Contractor Company Name and Address |  |
|    | Contact Name                            |  |
|    | Telephone                               |  |
|    | Email                                   |  |
|    | Scope of Work                           |  |
|    | Percent of Contract                     |  |
| 4. | Sub-Contractor Company Name and Address |  |
|    | Contact Name                            |  |
|    | Telephone                               |  |
|    | Email                                   |  |
|    | Scope of Work                           |  |
|    | Percent of Contract                     |  |

## STANDARD TENDER REQUIREMENTS

I/We agree to complete the work within the time specified in the Information to Bidders.

I/We also agree that this Tender is subject to a formal contract being prepared and executed.

In submitting this Tender for the work, the Tenderer further declares:

- (a) That no person, firm or corporation other than the one whose signature or seal is attached below, has any interest in this tender or in the contract proposed to be taken;
- (b) That this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud;
- (c) That no member of the Municipal Council or any officer of the Owner will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with “the Municipal Conflict of Interest Act, RSO 1990”;
- (d) That the offer shown in the Schedule of Items and Prices is to continue open to acceptance until the formal contract is executed by the successful Tenderer for the said work or until forty five (45) days after the tender closing date, whichever event occurs first and that the Owner may at any time within that period without notice, accept this tender whether any other tender had been previously accepted or not;
- (e) That if we, the undersigned, withdraw this tender before the Owner shall have considered the tenders and awarded the contract at any time within forty five (45) days after the tender closing date, the amount of the deposit accompanying this tender shall be forfeited to the Owner;
- (f) That the awarding by the Owner of the contract based on this tender shall be an acceptance of the tender;
- (g) The Tenderer solemnly declares that the several matters stated in the foregoing tender are in all respects true;



**AGREEMENT TO BOND**

**(PERFORMANCE BOND AND LABOUR AND MATERIALS PAYMENT BOND)**

\*\* \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

PROJECT NO.  
CONTRACT NO.

TO:

Dear Sirs:

RE:

In consideration of \_\_\_\_\_  
(hereinafter referred to as "the Owner") accepting the tender of and executing an Agreement with:  
\_\_\_\_\_  
(hereinafter referred to as "the Tenderer") for the construction of

\_\_\_\_\_

subject to the express conditions that the Owner receive the Performance Bond and the Labour and Material Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond and a Labour and Material Payment Bond each in an amount equal to 100% of the contract price, in the forms of Performance Bond and Labour and Material Payment Bond provided and in accordance with the said tender, and we agree to furnish the Owner with said Bonds within seven (7) days after notification of the acceptance of the said tender and execution of the said Agreement by the Owner has been mailed to us.

Yours very truly,

\_\_\_\_\_  
(Seal)

NOTE: This Agreement to Bond must be executed on behalf of the Surety Company by its authorized officers under the company's corporate seal. Of the two forms bound herein, one shall become a part of the tender and the other shall be retained by the Surety Company.

\*\* Enter the name and address of the Surety Company at the top of the page.

## SCHEDULE OF PLANS, SPECIFICATIONS, GENERAL CONDITIONS & STANDARDS

The work specified in this contract will be performed in strict accordance with the following plans, specifications, General Conditions, standards, etc. for the Township of North Huron, Erosion Protection at Wingham Community Trail Bridge, Contract No. BR1413.

**A. SPECIAL PROVISIONS** - Pages SP-1 to SP-13

**B. PLANS** - Drawing Nos. 1 to 1

**C. INFORMATION TO BIDDERS** - Pages IB-1 to IB-6

**D. STANDARD SPECIFICATIONS**

The following tabulated Ontario Provincial Standard Specification (OPSS), are available at the Ontario Provincial Standards For Roads and Public Works (OPS) portal at the MTO Technical Publications url:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>

(the “OPSS’ ”) are hereby incorporated into, and apply, mutatis mutandis, to this contract. Only the most recent specifications, as of the closing date of the tender, shall apply to this contract.

### **OPSS.MUNI – Municipal Oriented**

|            |            |            |             |
|------------|------------|------------|-------------|
| 100-Nov/24 | 501-Nov/17 | 511-Nov/19 | 804-Nov/14  |
| 182-Nov/21 | 510-Nov/18 | 706-Apr/18 | 805-Nov/21  |
| 201-Apr/19 | 314-Nov/23 | 802-Nov/19 | 1004-Nov/21 |

### **OPSS.PROV – Provincial Oriented**

|            |
|------------|
| 803-Apr/23 |
|------------|

**E. STANDARD DRAWINGS**

The following tabulated Ontario Provincial Standard Drawings (OPSD), are available at the Ontario Provincial Standards For Roads and Public Works (OPS) portal at the MTO Technical Publications url:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>

(the “OPSDs”) are hereby incorporated into, and apply, mutatis mutandis, to this contract. Only the most recent drawings, as of the closing date of the tender, shall apply to this contract.

**F. FORM OF TENDER**

**G. SUPPLEMENTAL GENERAL CONDITIONS**

**H. GENERAL CONDITIONS** - The Ontario Provincial Standard Specifications Municipal-Orientated General Conditions of Contract, November 2024 (OPSS.MUNI100) is available at the Ontario Provincial Standards For Roads and Public Works (OPS) portal at the MTO Technical Publications url:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>

(the “General Conditions”) are hereby incorporated into, and apply, mutatis mutandis, to this contract.

**I. AGREEMENT**

**J. CONTRACT RELEASE**

**K. STATUTORY DECLARATION RE: LIENS, LIABILITIES & PAYMENT OF ACCOUNTS**

# **SPECIAL PROVISIONS**

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**ITEM NO. 1 - MOBILIZATION, DEMOBILIZATION & OTHER REQUIREMENTS**SPECIFICATION

N/A

SCOPE

This item is to cover the Contractor's cost of mobilization at the beginning of the construction period, demobilization at the completion of the construction period and for all additional labour, equipment or material required to complete the work of the contract but not specifically covered by or related to the other items in the Schedule of Items and Prices.

The bid may include, but is not limited to, the following: watchmen, on-site washroom facilities, permits and approvals (other than those to be paid for by the Owner) or acquiring the services of the local operating authorities.

Mobilizing to site to complete the work shall also include as required all costs associated with accommodative measure that must be taken to work around overhead utility lines and underground utility lines as identified on the Contract Drawings.

The Contractor shall include the cost of lay-down areas either on-site or off-site, including rent, security, restoration, etc. The Contractor shall make arrangements with adjacent landowners for the temporary use or occupation of their lands, if required. When this occurs, a copy of a Property Owner Release form that releases the Owner of any obligations must be signed and submitted to the Contract Administrator. Any compensation for damage to trees, fences, surfaces or other property by the Contractor's methods shall be paid directly by the Contractor at no additional charge beyond this tendered price.

**The Contractor may only mobilize to site after contracts have been signed and a traffic control plan has been submitted to the Owner. The contractor shall not mobilize to site until prepared to work continuously during normal workday hours. Two weeks notice shall be provided.**

The payment for mobilization shall be included in the first payment certificate issued for the contract subject to the Contract Administrator being satisfied that full mobilization has been carried out. If the Contract Administrator is not so satisfied, they shall allow a payment which, in their opinion, reflects the degree of mobilization effected to date.

The payment for demobilization and other requirements shall become due following completion of the works and subject to the Contract Administrator being satisfied that full demobilization and other requirements have been carried out. The Contract Administrator may, in their discretion, allow partial payment for demobilization before full demobilization has been affected.

The Contractor shall submit a schedule for the project 2 weeks prior to mobilization. The schedule shall note any contingency time as a separate item. Additionally, the Contractor shall note the number of site operatives they have accounted for to meet the submitted schedule.

No in stream work is permitted. Trees may not be cut down between April 1 and August 31. The Contractor shall fully demobilize by October 30, 2026. Crew shall not mobilize to site until approval has been obtained from the Township.

Mobilization in any capacity is prohibited until a preconstruction meeting has been carried out between the Owner, Contractor and Contract Administrator (at a minimum), unless the Contract Administrator has agreed in writing to waive this condition.

Following mobilization and prior to initiating work the Contract Administrator and Contractor shall review elevations, dimensions, and benchmarks noted on the Contract Drawings. Any discrepancies between existing site conditions and the Contract Drawings shall be reported to the Design Engineer.

If the Bidder has entered against this item in their tender a price in excess of 10% of the total tender price, it shall be considered an unbalanced price for this item and renders the tender liable to disqualification.

#### MEASURE FOR PAYMENT

Upon full mobilization, closure of the road, and construction commencement, sixty percent (60%) of the lump sum price bid will be paid. The remainder shall be paid in proportion to the permanent work completed as approved by the Contract Administrator.

#### BASIS OF PAYMENT

Payment shall be made at the lump sum price bid and shall be full compensation for all labour, equipment and materials to complete the work.

### **ITEM NO. 2 - TRAFFIC CONTROL**

#### SPECIFICATION

OPSS.MUNI 706

#### SCOPE

The Contractor shall include the cost of traffic control, pedestrian safety considerations and cyclist safety considerations as specified below and in accordance with OPSS.MUNI 706 Construction Specification For Temporary Traffic Control Devices, OPSS. MUNI 100 General Conditions of Contract – GC 7.06 Maintaining Roads and Detours, and in accordance with the Ministry of Labour, through the Occupational Health and Safety Act (OHSA) and Regulations for Construction Projects, R.S.O. 1990 and R.R.O. 213/91 as amended by 631/94 and 145/00, and as amended from time to time thereafter.

Contractors are required to control traffic and provide signage in accordance with the Ontario Traffic Manual Book 7 - Temporary Conditions (latest edition) and OPSS.MUNI 706 - Construction Specification For Temporary Traffic Control Devices.

As per GC 7.01.03.0 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary structures and other temporary facilities and the design and execution of the construction methods required in their use. Advance Notice signs and Contract identification signs shall be installed at least two (2) weeks prior to the start of construction and shall indicate the expect period which traffic control shall be implemented.

The Contractor shall be responsible for creating a detailed plan and obtain acceptance by the Owner and the Contract Administrator. The Contractor may be required to make suitable revisions to obtain acceptance.

The Contractor shall notify all impacted property owners/tenants of impending disruptions to services and or access where the traffic control is implemented. The notice shall be delivered 48 hours prior to the disruption and shall include a short description of the disruption, the probable timing and duration of the disruption, alternative actions that the owner/tenant should take while the work is being done.

The Owner will notify the police, fire department, ambulance service, school bus companies, area municipalities, other commissions or authorities of the traffic control measures. However, at least two (2) weeks' notice is required by the Contractor before closure or staged lane restrictions of a road.

### **Submission Requirements**

OPSS 706.04.01 Submission Requirements has been amended with the following:

A copy of the traffic control plan shall be submitted to the Contractor Administrator and Owner for review and comment a minimum of two weeks (2) prior to the Construction Start Date and no later than at the pre-construction meeting. The traffic control plan shall be in conformance with the Ontario Traffic Manual (OTM) Book 7 – Temporary Conditions (latest edition) and shall also include the following:

- Name, position in the company and cell phone number, and qualifications of the designated person who will be responsible for traffic control and work zone safety (GC 7.01.05.02). Qualifications to include the successful completion of the Book 7 (Non Freeway on-line Training) as provided by the Ontario Traffic Council <https://otc.org/training/book-7-training/> or Traffic Control Temporary Work Zones as provided by Infrastructure Health and Safety Association (IHSA) <https://www.ihsa.ca/Training/Courses/Traffic-Control-Temporary-Work-Zones.aspx> or approved equivalent course.

#### **For each phase of work (if applicable)**

- Written description of proposed traffic control
- Written description of proposed method of maintaining access to residential driveways
- Written description of proposed method of maintaining industrial, commercial, institutional driveways
- Configurations for Temporary Conditions (OTM Book 7, 3.3)
- Duration of Work (OTM Book 7, 3.5)
- Written description of proposed method of Pedestrian Safety Considerations (OTM Book 7, 3.7.1)

- Written description of any Cyclist Safety Considerations (OTM Book 7, 3.7.2)
- Pictorial representation of each proposed Book 7 Typical Layout (8 ½” x 11” minimum)
- Pictorial representation of the Work Zone, complete with proposed sign layout (11”x17” minimum), including a legend
- Written description of monitoring frequency of the signage
- Provide proper information to the Owner for posting detours and road closure information to Municipal511.ca

## Documentation

*The ongoing inspection and monitoring of work zones are important to ensure that the appropriate traffic control devices are in the appropriate place at all times.*

Book 7 is amended with the addition of the following:

- On any work project, the supervisor is responsible for keeping a record of the traffic control used on site. For major projects, a separate field book should be maintained.
- Inspect the work by driving through it in the daytime and at night, as appropriate, after the temporary traffic control devices for the work zone are in place.
- Observe and record actions and reactions of drivers through the work zone (such as speeds, conflicts, late lane changes, frequent braking).
- Correct any problems as soon as possible.
- Document any changes to the traffic control plan or typical layouts, and the reason for the changes, including those for any devices shown but not used, or used but not shown.
- Inspect the work zone traffic control devices over the life of the project, as specified by the road authority (at least daily, including weekends), while traffic control is in effect.
- Record in a daily journal, the traffic control devices used, including starting and ending times when they were in effect, locations, names of personnel, and times of any moves.
- Replace and/or correct any inappropriate, damaged, knocked over, or displaced traffic control devices.
- Ensure that traffic control devices that are no longer needed, whether on a long-term or short-term basis, are either removed from the roadway, removed to the outside of the shoulder, covered, or turned, so that they are not visible to passing motorists.
- Monitor the queue and install additional advance warning signs if the end of queue is consistently beyond the advanced warning signs.

Upon 24 hours notice, the Contractor shall provide the Contract Administrator full access to the daily diary of the signs.

The following information shall be included in the diary:

- a. Traffic accidents including time of inspection, location of incident, and photographs.
- b. Time of daily sign inspections that are recorded each day.

The Owner and Contract Administrator shall be informed of any concerns with the plan that are identified by the Contractor once they are identified.

## **Restrictions on Construction Operations**

Unless otherwise approved by the Owner, construction operations adversely affecting public traffic and the loading or unloading of materials and construction equipment onto and from the travelled portion of the road shall not be carried out during the following periods:

- Local noise by-law restricted hours.
- 4:00 p.m. Friday to 7:00 a.m. Monday, for normal weekends.
- All Canadian statutory holidays.

## **TRAIL CLOSED**

Under this item, the Contractor shall be responsible for providing all the signage required to close the trail as indicated on the contract drawings. This shall include providing flashing lights, high intensity signs and barricades at the structure, the approaches to the site and the closest trail intersections to the site. Signage shall be laid out, supplied and maintained in conformance with the Ontario Traffic Manual (OTM) Book 7, Temporary Traffic Control Devices. The trail closed signage shall be TC-7 (210 cm X 210 cm), with “TRAIL CLOSED”, and “BRIDGE OUT” tab signs are required. It is anticipated that signage will be required at 4 trail intersections:

- Josephine Street intersection
- Westcast Industries intersection
- Each end of the Bridge

The Contractor shall be responsible for the installation and maintenance of all barriers, lights and signs and shall be liable for any claim for damages resulting from insufficient protection. Access shall be provided for local traffic within the block where construction is occurring.

The backs of the trail closed signs shall be marked with reflective decals, reflective tape, or reflective paint so that they are visible to anyone travelling from the opposite direction

The period of traffic control shall be limited to 5 calendar days. Traffic restrictions beyond these limits will result in liquidated damages. The trail may not be reopened to traffic until the work along the trail surface has been completed and the trail is safe for pedestrians and vehicles to pass through. If the Contractor chooses to complete miscellaneous trailside or restoration work after the trail has been reopened, appropriate temporary traffic control measures as per the Ontario Traffic Control Manual for short duration applications must be implemented.

## **TEMPORARY LANE CLOSURES**

Under this item, the Contractor shall be responsible for providing all the signage required to identify the construction zone and provide lane restrictions on Minnie Street within the construction site area when required. It is anticipated that there will be periods of time and various types of work that must be completed with lane restrictions.

To complete the work, the Contractor may close one lane to traffic during the day but must re-open both lanes at night. Lane closures are limited to occur during mobilization, demobilization,

material deliveries and as approved by the Contract Administrator. Short term lane closures may be permitted with advance notification signage indicating construction ahead and appropriate signage and/or flag persons. Traffic control measures may only be implemented from 7:00am to 5:00pm Monday to Friday.

The Contractor shall supply, maintain and upon completion remove all barricades, lights and signage required. The Contractor shall completely enclose the construction site at the end of each working day using 2.4 m high security fencing unless other approved barriers are installed.

The Contractor shall be responsible for the maintenance of all barriers, lights, and signs. The Contractor shall be liable for any claim for damages resulting from insufficient protection. Access shall be provided for local traffic within the block where construction is occurring.

Sign installations by the Contractor shall be made with posts embedded in the ground. Platforms and sandbags shall not be permitted except to prevent pavement cuts or where approved in writing by the Contract Administrator. The Contractor is responsible for underground service locates related to their sign installation. Posts shall be removed at the end of the contract.

Daily relocation, adjustment and re-installation of damaged and/or missing signs and traffic control devices shall be the responsibility of the Contractor, and no additional payment shall be made for these operations.

The Contractor shall not install barriers and start construction until such time as the Contractor is prepared to work continuously during normal workday hours on weekdays. This is specified in order to minimize the disruption to traffic.

**The period of traffic control shall be limited to 5 calendar days. The trail shall be open to traffic by October 30, 2026. Trail closures beyond these limits will result in liquidated damages.** The trail may not be reopened to traffic until it is safe. If the Contractor chooses to complete miscellaneous trail or restoration work after the trail has been reopened, appropriate temporary pedestrian traffic control measures as per the Ontario Traffic Control Manual for short duration applications must be implemented.

#### MEASURE FOR PAYMENT

There is no measurement for this item as it is a Lump Sum item.

#### BASIS OF PAYMENT

Payment shall be made at the lump sum price bid and shall be full compensation for all lights, signs and barricades required to meet the specifications and provide all reasonable precautions for traffic safety.

Payment for this item shall be as follows:

- (a) 60% for the submission of a Traffic Control Plan and initial installation.
- (b) 30% for maintenance and continual implementation of the Traffic Control Plan including, but not limited to, signage, flag persons, barricades, fencing etc. This portion of the lump sum bid shall be paid in proportion to the permanent work completed.
- (c) 10% for removal of signs, barricades, fencing etc.

**ITEM NO. 3 - REMOVALS**SPECIFICATION

OPSS.MUNI 510

SCOPE

The Contractor shall complete removals of broken and separated sections of the timber retaining wall under this item.

The Contractor shall complete these removals through a process that prevents jeopardizing the stability of the structure or damaging parts of the structure to remain in place.

All material removed shall become the property of the Contractor unless noted otherwise and removed from site. Concrete shall be disposed of at a suitable disposal site.

The removals shall be subject to all of the conditions of the Work Permits of the Conservation Authority.

No trees shall be removed.

MEASURE FOR PAYMENT

There is no measurement for this item as it is a Lump Sum item.

BASIS OF PAYMENT

Payment for these items shall be made at the lump sum bid and shall be full compensation for all materials, labour and equipment required to complete the work. This shall include transportation and any landfill fees that may apply.

Payment will be distributed throughout the project on a percentage basis within the monthly payment certificates based on the relative amount of effort required that month, in the opinion of the Contract Administrator.

**ITEM NO. 4 - STRIP, STOCKPILE AND REPLACE TOPSOIL**SPECIFICATION

OPSS.MUNI 201

SCOPE

The Contractor shall strip, stockpile and replace all topsoil from the areas to be disturbed indicated on the contract drawings and where directed by the Contract Administrator. Stockpiled topsoil shall be used for restoration. All topsoil stripped shall be re-used on-site and none may be exported. Silt fence required at the base of stockpiles shall be included in this item and shall not be paid under the unit price items for silt fence.

### MEASURE FOR PAYMENT

There is no measurement for this item as it is a Lump Sum item.

### BASIS OF PAYMENT

Payment for these items shall be made at the lump sum bid and shall be full compensation for all materials, labour and equipment required to complete the work. The Contractor shall note that no additional payment will be made for depth of topsoil unless the depth exceeds 300 mm for any individual area of more than ten square metres. Unit price payment will not be made for stripping and stockpiling topsoil as the quantity is dependent on the Contractor's methods.

## **ITEM NO. 5 - ENVIRONMENTAL PROTECTION AND SILT CONTROL**

### SPECIFICATION

OPSS.MUNI 182, OPSS.MUNI 805

### SCOPE

The Contractor shall perform all environmental control measures necessary to complete the repairs. No in stream work shall occur at the site. Crews may not mobilize to site until approval has been obtained from the Township.

All work shall be completed in accordance with the contract drawings and directions provided during the pre-construction meeting.

If excavated materials are being stockpiled on site, a silt fence shall be installed around the stockpiled material in accordance with OPSD 219.110. The contractor shall include a cost to supply, install and maintain the silt fencing under this item, unless there is a separate item for the fencing included in this contract. Upon completion of the work, accumulated silt and debris shall be removed from the site along with the silt trap and debris fence.

Machinery shall be refuelled and stored overnight not less than 30 m from the edge of water. Similarly, no toilets shall be located closer than 30 metres from the normal edge of water.

To help minimize silt releases, the Contractor shall cover finished, exposed earth as soon as practical with topsoil and seed or rip rap as per their appropriate items. Generally speaking, the Contractor shall take all reasonable precautions to prevent the release of any deleterious substance to the stream and the Contractor shall be fully liable for fines or damages arising from the Contractor's activities or lack of reasonable precautions.

At each approach to the structure, the Contractor shall provide and maintain a metal receptacle for the containment of small construction debris and general litter. The Contractor shall arrange and pay for the removal of this waste to a licensed landfill site. Litter shall be collected from the site at the end of each working day.

**While a proposed outline of sediment control measures are shown on the drawings, four weeks prior to the start of construction the contractor shall submit drawings showing the**

**location of silt containment area and silt control features. The drawing submission shall also include a written list of emergency procedures in case of a significant storm event.**

MEASURE FOR PAYMENT

There is no measurement for this item as it is a Lump Sum item.

BASIS OF PAYMENT

Payment for these items shall be made at the lump sum bid and shall be full compensation for all materials, labour and equipment required to complete the work.

**ITEM NO. 6 - FILTER STONE MATERIAL**

SPECIFICATION

OPSS.MUNI 314, OPSS.MUNI 501

SCOPE

The Contractor shall supply and place coarse granular fill as filter stone to conform with the proposed profiles as shown on the plans and as directed by the Contract Administrator. The embankment shall have minimum side slopes of not less than 1.5 m horizontally to 1 m vertically unless indicated otherwise on the contract drawings.

Filter stone fill shall be suitable material free from topsoil, fines such as sand and silt and shall be graded from 40 mm to 150 mm and shall be supplied, levelled, and compacted as directed by the Contract Administrator. The stones shall be graded to a uniform slope, in preparation of the placement of riprap on top. The stones shall be a natural river or quarry stone. Broken concrete is not permitted. No compaction is required. The material shall be deposited and spread in uniform layers of not more than 200 mm in depth for the full width of the embankment and true to cross-section. In a case of side fill or sloping sections, the low portion shall be constructed as above until a level cross-section is obtained. The Contractor shall bench all existing embankment fill slopes in accordance with OPSD Standard 208.010. No additional payment shall be made for excavation of the benching or compaction of the material in the embankment fill.

**Ticket Requirements**

- A minimum of 2 copies of the weigh tickets shall be delivered to the site. One copy is to remain with the Contract Administrator's site representative.
- Source of material.
- Description/type of fill material shall be noted on the ticket.
- Intended use of material shall be noted on the ticket.
- Truck number/driver or some other form of identification shall be noted on the ticket.
- Gross tonnes, Tare tonnes and net tonnes shall be noted on the ticket.
- Must be legible.
- Must be submitted daily.

MEASURE FOR PAYMENT

There is no measurement for this item as it is a Lump Sum item.

BASIS OF PAYMENT

Payment for these items shall be made at the lump sum bid and shall be full compensation for all materials, labour and equipment required to complete the work.

**ITEM NO. 7 - SUPPLY AND PLACE ARMOUR STONE**SPECIFICATION

N/A

SCOPE

The Contractor shall supply and place armour stone at the base of the excavated slope in accordance with the details and cross section information shown on the drawings.

Armour stone shall be clean, hard, durable, angular, non-friable limestone or igneous rock, free from cracks, seams, or other defects which may impair durability. Armour stone size shall be as specified on the drawings.

Armour stone shall be placed neatly against existing surfaces as far from the road as practical. The armour stone is to be terminated by embedding the rock into the existing bank.

MEASURE FOR PAYMENT

Measurement for this item shall be made per armour stone installed.

BASIS OF PAYMENT

Payment for these items shall be made at the unit price and shall be full compensation for all materials, labour and equipment required to complete the work.

**ITEM NO. 8 - RIP RAP EROSION PROTECTION**SPECIFICATION

OPSS.MUNI 511, OPSS.MUNI 1004

SCOPE

The Contractor shall supply and place on the areas indicated on the drawings or as directed by the Contract Administrator. The rip rap shall be pressed firmly into the banks.

Broken concrete shall not be permitted. Riprap shall be angular stone and shall be clean and free of deleterious material, organic material and fines. The rip rap shall be placed to a total thickness not less than 2.25 times the nominal size specified. The largest stones shall be used as anchor stones at the toe of the slopes. All slopes above water level shall be fine graded to receive the rip rap. A key should be made at the toe of the slope.

Rip rap material specified on the contract drawings with a nominal diameter of 250 mm or greater shall meet the specifications of the corresponding RTAC Class. Rip rap material specified on the contract drawings with a nominal diameter less than 250 mm shall meet the specifications of OPSS 1004.

RTAC Class 1 (250 mm nominal)

No more than 10% of the stone will have a diameter greater than 300mm; no more than 50% of the stone will have a diameter less than 250mm; and no more than 10% of the stone will have a diameter of less than 150mm.

#### MEASURE FOR PAYMENT

Measurement for this item shall be per square meter of riprap erosion protection placed as measured by the Contract Administrator.

#### BASIS OF PAYMENT

Payment shall be made at the unit price bid and shall be full compensation for all labour, equipment, and materials required to complete the work.

### **ITEM NO. 9 - SITE RESTORATION**

#### SPECIFICATION

OPSS.MUNI 802, OPSS.PROV 803, OPSS.MUNI 804, OPSS.MUNI 805

#### SCOPE

Following the completion of the work the Contractor shall place topsoil and seed, on any newly constructed side slopes and all disturbed surfaces with the exception of the trail and road surface.

The Contractor shall also restore the site with any miscellaneous components such as signs, mailboxes or fencing removed to facilitate the construction process.

Included in this item is the restoration of private driveways disturbed by construction activities, unless specified under a separate item. The Contractor shall also provide temporary access detours for driveways blocked by construction or excavation. Under this item, the Contractor shall restore all other areas disturbed by the construction including regrading, resurfacing or repaving areas used for stockpiling, equipment set-up, etc.

Topsoil used shall be either salvaged topsoil from the site that is not contaminated with clay or other materials as confirmed by the Contract Administrator and/or imported material as approved by the Contract Administrator.

The Contractor shall fine grade the areas to be topsoiled as directed and to the limits agreed upon by the Contract Administrator. The Contractor is to uniformly spread and rake the topsoil to a minimum depth of 100 mm. All salvaged topsoil is to be re-used on site. **This item shall include the supply of 8m<sup>3</sup> of topsoil.**

Seeding and application of cover is to be completed with the Southern Ontario Native Grass and Forb mix and at the application rate listed in OPSS.PROV 803. If the Contractor wants to use another seed mix, they must request the Contract Administrator's approval prior to application. The Contractor is to use a standard hydraulic or straw mulch cover.

All material and construction procedures shall be in accordance with OPSS.MUNI.804.

Earth surfaces exposed near the end of the growing season shall be stabilized with topsoil and seed with sufficient time for growth. Additional surface preparations and the over-seeding of areas may be required within the Maintenance Period in order to achieve the necessary growth.

Topsoil, seeding, and mulching may be required at different stages of the project in order to protect the completed works and surfaces from damage. The Contractor shall not be paid extra for separate stages of application.

#### MEASURE FOR PAYMENT

There is no measurement for this item as it is a Lump Sum item.

#### BASIS OF PAYMENT

Payment for these items shall be made at the lump sum bid and shall be full compensation for all materials, labour and equipment required to complete the work.

### **ITEM NO. 10 - BONDING AND INSURANCE**

#### SPECIFICATION

OPSS.MUNI 100 shall apply and govern except as amended or extended herein

#### SCOPE

The Contractor shall provide indemnification, insurance and bonding for the contract as specified in the General Conditions and the details provided in this specification. The bonds and insurance shall be supplied by the Contractor to the Contract Administrator upon the return of the signed Contracts.

For this contract the indemnification period shall expire at 6 years from the date of certification of Final Acceptance.

#### **GC 6.03 – Contractor's Insurance**

As per GC 6.03.01.01, the requirement for the following additional insurance coverages are as follows:

- GC 6.03.04 – Aircraft and Watercraft Liability Insurance - If applicable
- GC 6.03.05 – Property Insurance – Not Applicable - also known as All-Risk Insurance
- GC 6.03.05 – Boiler Insurance - Not applicable
- GC 6.03.06 – Contractor's Equipment Insurance – Applicable

**GC 6.04 Bonding**

As per GC 6.04.01, the Contractor shall provide the Owner with the following surety bonds in the amounts noted:

**Labour and Material Bond**

The Contractor shall furnish a Labour and Material Payment Bond using Form 31 of Ontario Regulation 303/18 of the Construction Act that extends or guarantees payment protections to Subcontractors and persons supplying labour and material to the Contract for the amount of one hundred percent (100%) of the tender.

**Performance Bond**

The Contractor shall furnish a Performance Bond using Form 32 of Ontario Regulation 303/18 of the Construction Act that is conditioned on the due performance of the terms of the Contract for the amount of one hundred percent (100%) of the tender.

Ontario Regulation 303/18 Forms 31 and 32 can be found at:

<http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>

**MEASURE FOR PAYMENT**

Payment will be made with the first progress payment to the Contractor.

**BASIS OF PAYMENT**

Payment shall be made at the lump sum price bid and shall be full compensation to provide documents indicating the above requirements have been met.

**ITEM NO. 11 - CONTINGENCY ALLOWANCE****SPECIFICATION**

N/A

**SCOPE**

A lump sum provisional allowance has been made for contingencies in the Contract. Only those additional items approved in writing on behalf of the Owner, by the Contract Administrator will be expended from this allowance.

**MEASURE FOR PAYMENT**

Measurement will be by quantities specified for the approved provisional work and/or on a time and material basis, as approved by the Owner and the Contract Administrator.

**BASIS OF PAYMENT**

Payment shall be made at the lump sum or unit price bid for approved provisional work, or at the approved contract change order price, and shall be full compensation for all labour, equipment, and material required to complete the work.

## SUPPLEMENTAL GENERAL CONDITIONS

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| GC SECTION                                  | SUPPLEMENTAL CONDITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <p><b>GC 1.04</b><br/><b>DEFINITION</b></p> | <p>GC 1.04.01, Definitions, shall be amended with the inclusion of the following definitions:</p> <p><b>Acceptable Disinfectant Concentration</b> means:</p> <p>a) a disinfectant concentration of at least 0.2 mg/L free chlorine residual in a chlorinated system or 1.0 mg/L combined chlorine residual in a chloraminated system; or, if these disinfectant concentrations cannot be achieved,</p> <p>b) a disinfectant concentration that is representative of the residual in the area, determined by testing upstream and downstream from the testing location or by using documented benchmarks for the area, as long as free chlorine concentrations are at least 0.05 mg/L in a chlorinated system and combined chlorine concentrations are at least 0.25 mg/L in a chloraminated system.</p> <p><b>Air Gap</b> means a space at the location of the maintenance/repair between the exterior surface of the watermain and the interior surfaces of the excavation, including the water in the excavation, sufficient to prevent water, soil or any other <i>Contaminant</i> in the excavation from contacting the watermain, fittings, or <i>Appurtenances</i> throughout the maintenance/repair process.</p> <p><b>Appurtenance</b> means an appurtenance, within the meaning of O. Reg. 170/03, which is in contact with the <i>Drinking Water</i>.</p> <p><b>Backflow Prevention</b> means the prevention of a reversal of normal flow that could introduce <i>Contamination</i> to the <i>Drinking Water System</i>.</p> <p><b>Certified Operator</b> means certified operator within the meaning of O. Reg. 170/03.</p> <p><b>Completion</b> means contract completion as set out in the Construction Act.:</p> <p>For the purposes of this Act, a contract shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,</p> <p>(a) 1 per cent of the contract price; and</p> <p>(b) \$5,000. R.S.O. 1990, c. C.30, s. 2 (3); 2017, c. 24, s. 4 (5, 6)</p> <p><b>Connection</b> means all watermain and appurtenances installed between an existing watermain and a new or future watermain/appurtenance.</p> <p><b>Construction Trade News Website</b>, as per Ontario Regulation 304/18, as made under the Construction Act, means any of the following websites:</p> <ol style="list-style-type: none"> <li>1. The Daily Commercial News.</li> <li>2. Link2Build.</li> <li>3. Ontario Construction News. O.reg. 304/18, s.1; O. Reg. 266/25, s. 1.</li> </ol> |

**Contaminant** means foreign matter that is not intended to enter a watermain.

**Contamination** means the introduction of a contaminant into a watermain.

**Detours** as defined in the Ontario Traffic Manual Book 7, Section 2.3.6 Detours. A detour is when traffic is diverted from its normal path because it cannot be adequately accommodated within an existing roadway. Guidance of traffic through detours requires signage that is continuous and complete to guide drivers back to the normal route. Types of Detours are:

(a) Roadway Diversion - Traffic in both directions is required to make a short diversion, within the highway right of way, to bypass the work area;

(b) Lane Realignment - Traffic in one direction is diverted from its normal path onto an alternate alignment around a temporary work area; and

(c) Route Detours - Traffic is required to completely depart from the normal route and directed to use alternate roads. A route detour is typically provided when the road capacity is reduced to the point to which some of the traffic must be redirected dues to excessive delays, or the road is entirely closed at which point an alternate route must be provided. The alternate route will be signed by using a combination of appropriate TC-10 directional signs

**Directly Supervised** means directly supervised within the meaning of Section 5.1.1 of the Certification Guide for Operators and Water Quality Analysts of Drinking Water Systems, as amended, but it does not expressly refer to the definition of supervisor under the Occupational Health and Safety Act.

**Drinking Water** means drinking water within the meaning of the Safe Drinking Water Act.

**Drinking Water Health Hazard** means drinking water health hazard within the meaning of the Safe Drinking Water Act.

**Drinking Water System** means drinking water system within the meaning of the Safe Drinking Water Act.

**Equivalent** means that the material to be supplied shall have the same or better performance properties and shall have the same certifications as the material specified. It is the Contractor's responsibility to provide all documentation that supports the Contractor's claim that material is to be considered an equivalent. The burden of proof lies with the Contractor. It is also the Contractor's responsibility to make it known, prior to the pre-construction meeting, that an equivalent is being proposed of the Work . where the phrase "or equivalent" is absent from the Special Provision, no equivalent materials are to be used.

**Flushing** means flowing water through a section of watermain/ appurtenances and out of the system until the water appears visibly free from discoloration and particulates with an acceptable disinfectant concentration. This definition does not include recharging a watermain.

**Force Majeure** means an event or a cause beyond the reasonable control of a Party including, but not limited to, an Act of God, or of a Public Enemy, Acts of the Province or of any Foreign State, war, blockades, and civil commotions, Abnormal Weather, fire, disease, epidemic, pandemic, quarantine restrictions, embargoes or delays of Sub-Contractors due to such causes.

**Higher Velocity Flushing** means flushing of a watermain with sufficient velocity to discharge settled materials.

**Isolate** means operate valves to ensure that there is no flow of water to or from a specific section of watermain.

**Microbiological Samples** means water samples taken and tested for Escherichia coli and Total Coliforms by a licensed and accredited laboratory.

**Ministry** means the Ministry of the Environment, Conservation and Parks.

**Operator-in-Charge** means an operator-in-charge within the meaning of O. Reg. 128/04.

**Provisional** means that the use of this item is conditional on the circumstances determined by the Contract Administrator at the time of construction and that authorization to proceed must be granted to the Contractor prior to proceeding with the work.

**Service Pipe** means a service pipe within the meaning of O. Reg. 170/03.

**Shop Drawings** means any Drawings or Plans prepared by the Contractor for components that will form a permanent part of the Work and may, without limiting the generality thereof, include mechanical and electrical equipment or components permanently embedded in the work.

**Statutory Holdback** means the holdbacks required under the Construction Act in the form of funds. A letter of credit, a demand-worded repayment bond or any other form are not acceptable forms of holdback.

**Substantial Performance** has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30.

2 (1) For the purposes of this Act, a contract is substantially performed,

(a) when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended

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|                                                                  | <p>including all portions of the contract necessary for the Owner to operate in accordance with applicable legislation governing the operation of the works constructed under the contract; and</p> <p>(b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,</p> <ul style="list-style-type: none"> <li>(i) 3 per cent of the first \$1,000,000 of the contract price,</li> <li>(ii) 2 per cent of the next \$1,000,000 of the contract price, and</li> <li>(iii) 1 per cent of the balance of the contract price. R.S.O. 1990, c. C.30, s. 2 (1); 2017, c. 24, s. 4 (1, 2).</li> </ul> <p>(2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance. R.S.O. 1990, c. C.30, s. 2 (2); 2017, c. 24, s. 4 (3), 66.</p> <p><b>Water Advisory</b> means a boil or drinking water advisory for the area being serviced by the affected watermains declared by the local Medical Officer of Health.</p> <p><b>Water Quality Analyst</b> means a water quality analyst within the meaning of O. Reg. 128/04.</p> <p><b>Working Drawings or Working Plans</b> means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework, and shoring plans; Roadway protection plans; or erection diagrams.</p> |
| <p><b>GC 2.01<br/>RELIANCE ON<br/>CONTRACT<br/>DOCUMENTS</b></p> | <p>GC 2.01.01 a) shall be amended as follows:</p> <ul style="list-style-type: none"> <li>a) The location and depth of all utilities shown on the contract drawings are based on information obtained from the applicable operating authority. Neither the Owner nor the Contract Administrator can warrant the locations of the utilities.</li> </ul> <p>GC 2.01.02 a) shall be amended as follows:</p> <ul style="list-style-type: none"> <li>a) If a geotechnical investigation was performed for this contract, the report will be made available at the office of the Contract Administrator for inspection by any bidder but the office of the Contract Administrator assumes no responsibility for any errors or omissions which may be inherent in the soils report. Neither the Owner nor the Contract Administrator warrants interpretations of data or opinions expressed in any subsurface report. Bidders shall acknowledge that any geotechnical report shall not form part of the contract or agreement.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| <p><b>GC 2.02<br/>ORDER OF<br/>PRECEDENCE</b></p>        | <p>GC 2.02 shall be amended such that documents shall take precedence and govern in the following order:</p> <ul style="list-style-type: none"> <li>a) Agreement</li> <li>b) Addenda</li> <li>c) Special Provisions</li> <li>d) Contract Drawings</li> <li>e) Information to Bidders</li> <li>f) Standard Specifications</li> <li>g) Standard Drawings</li> <li>h) Tender</li> <li>i) Supplemental General Conditions</li> <li>j) OPSS.MUNI 100 General Conditions of Contract</li> <li>k) Working Drawings and Shop Drawings</li> </ul>              |
| <p><b>GC 3.02 WORKING<br/>DRAWINGS</b></p>               | <p>GC 3.02.01, GC 3.02.02, GC 3.02.03, GC 3.02.04, GC 3.02.05, and GC 3.02.07 shall also apply to Shop Drawings.</p> <p>GC 3.02.06 shall be amended as follows:</p> <p>.06 Work related to the Working Drawings shall not proceed until the Contract Administrator’s comments are issued to the Contractor. Work related to the Shop Drawings shall not proceed until the Shop Drawings have been signed and dated by the Contract Administrator and marked with, “Reviewed” or “Reviewed as Modified”, “Revise and Re-Submit” or “Not Reviewed”.</p> |
| <p><b>GC 3.05<br/>LAYOUT<br/>INFORMATION</b></p>         | <p>GC 3.05.02 shall be amended as follows:</p> <p>.02 The Contract Administrator shall provide pre and post construction inventories of all known Monuments, etc. that are located within the Working Area.</p>                                                                                                                                                                                                                                                                                                                                       |
| <p><b>GC 3.06<br/>EXTENSION OF<br/>CONTRACT TIME</b></p> | <p>GC 3.06.01 shall be amended to read:</p> <p>.01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator, with a copy to the Owner, within five (5) business days of the Contractor becoming aware of the need for such extension and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.</p>                                                |
| <p><b>GC 3.07<br/>DELAYS</b></p>                         | <p>GC 3.07.01 shall be deleted and replaced with the following:</p> <p>.01 If the Contract is delayed in the performance of the Work by,</p> <ul style="list-style-type: none"> <li>a) errors in the Contract Documents;</li> <li>b) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly, contrary to the provisions of the Contract Documents;</li> </ul>                                                                                                                                      |

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|                                                     | <p>c) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly.</p> <p>d) The Contract Administrator giving notice under section GC 7.09, Suspension of Work; or</p> <p>e) Archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,</p> <p>then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay. An Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time. Notwithstanding the above noted list, anything that falls within the above-noted list does not fall within the definition of Force Majeure in Section 1.04.01, as amended by the Supplemental General Conditions.</p>                                                                |
|                                                     | <p>GC 3.07.03 shall be deleted and replaced with the following:</p> <p>.03 In no case shall an extension of Contract Time, if granted, be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor and save and except for those delays listed in Section 3.07.01, as amended by the Supplemental General Conditions, in no other circumstance shall the Owner be responsible to the Contractor for payment for costs or damages incurred as a result of delays resulting in an Extension of the Contract Time.</p>                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>GC 3.13.03<br/>CLAIMS PROCEDURE</b></p>       | <p>GC 3.13.03 shall be amended to read:</p> <p>.03 The Contractor shall submit, in writing, detailed claims as soon as reasonably possible and in any event no later than <b>30 Calendar Days</b> or such other time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:</p> <p>a) Identify the item or items in respect of which the claim arises;</p> <p>b) State the grounds, contractual or otherwise, upon which the claim is made;</p> <p>c) Include the Records maintained by the Contractor supporting such claim; and</p> <p>d) Be identified on the Proper Invoice as a “Pending Claim”. The value of the Pending Claims shall be excluded from the Proper Invoice total.</p> <p>GC 3.13 shall be amended with the addition of the following:</p> <p>.06 Detailed claims, not reported within <b>30 Calendar Days</b> after completion of the Work affected by the situation, will not be considered for payment.</p> |
| <p><b>GC 4.02<br/>APPROVALS AND<br/>PERMITS</b></p> | <p>GC 4.02.01 shall be amended as follows:</p> <p>.01 The Contractor shall be responsible for obtaining and paying for all plumbing and building permits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| <p><b>GC 6.01<br/>PROTECTION OF<br/>WORK, PERSONS<br/>AND PROPERTY</b></p>  | <p>GC 6.01.04 shall be deleted and replaced with:</p> <p>.04 The Contractor shall not be responsible for loss and damage that occurs as a result of errors in the Contract documents or acts or omissions of the Owner, the Contractor Administrator, their agents and employees, or others not directly or indirectly under the control of the Contractor, but within the Working Area with the Owner's permission.</p>                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>GC 6.03.02<br/>COMMERCIAL<br/>GENERAL LIABILITY<br/>INSURANCE</b></p> | <p>GC 6.03.02.01 shall be amended as follows:</p> <p>.01 Commercial General liability insurance <u>and completed operations coverage</u> shall <u>both</u> be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, <u>both</u> with the limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.</p>                                                                                                                                                                                                                                                                             |
| <p><b>GC 6.03.07<br/>INSURANCE<br/>REQUIREMENTS AND<br/>DURATION</b></p>    | <p>GC 6.03.07.01 shall be amended as follows:</p> <p>.01 Each insurance policy as noted in the Contract Documents, <u>excluding completed operations coverage</u>, shall be in effect from the date of Contract signing until 10 days after the date of Final Acceptance of the Work, as set out in the final Acceptance Certificate. <u>Completed operations coverage shall be maintained for six years from the date of Final Acceptance.</u></p>                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>GC 7.01.07<br/>SCHEDULE</b></p>                                       | <p>GC 7.01.07 shall be amended with the addition of the following:</p> <p>.04 When the Contract Value exceeds \$1,000,000, every Prompt Payment submission shall include an updated construction schedule of operations, indicating the proposed methods of construction and sequence of Work and the time the Contractor proposes to complete the various items of Work. If the project is not going to be completed within the time specified in the Contract Documents, the Contractor shall identify this on the schedule and a request for extension of Contract Time shall be made by the Contractor.</p>                                                                                                                                                                                        |
| <p><b>GC 7.02 MONUMENTS<br/>AND LAYOUT</b></p>                              | <p>GC 7.02.07 shall be amended as follows:</p> <p>.07 The Contract Administrator shall provide qualified personnel to lay out the following once:</p> <ul style="list-style-type: none"> <li>• Offset stakes for road centreline alignment</li> <li>• Offset stakes for storm sewer structures and sanitary sewer structures</li> <li>• Final curb grade and alignment</li> <li>• Alignment for bridge foundations</li> </ul> <p><b><u>Subsequent layout, for the same item, will be at the Contractor's expense.</u></b></p> <p>Two weeks advance notice is required by the Contract Administrator to schedule the construction layout.</p> <p>The Contractor shall provide qualified personnel to lay out all other lines and grades necessary for construction. The Contractor shall notify the</p> |

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|                                                                                                  | Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>GC 7.10<br/>CONTRACTOR'S<br/>RIGHT TO STOP THE<br/>WORK OR<br/>TERMINATE THE<br/>CONTRACT</b> | GC 7.10.02 shall be amended as follows:<br><br>.02 If the Work is stopped or otherwise delayed for a period of 60 Days or more under an order of a court or other public authority which falls within Section GC 3.07.01(c), as amended in the Supplemental General Conditions, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.                                                                                                                                                                                              |
| <b>GC 7.16 WARRANTY</b>                                                                          | GC 7.16.02 is deleted and replaced with the following:<br><br>.02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,<br>a) prior to and during the period of 12 months from the date of Completion of the Work as set out in the Completion Certificate, or<br>b) such longer periods as may be specified in the Contract Documents for certain Materials, some of the Work, or all of the Work.<br><br>The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies. |
| <b>GC 7.18<br/>DRAINAGE</b>                                                                      | GC 7.18.01 shall be amended as follows:<br><br>.01 During construction and until the Work is completed, the Contractor shall make reasonable efforts to keep all portions of the Work properly and efficiently drained, to at least the same degree as that of the existing drainage conditions.<br><br>The Contractor will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the works, or which any of the operations may cause to flow elsewhere.                                                                                        |
| <b>GC 8.01.02<br/>VARIATIONS IN<br/>TENDER QUANTITIES</b>                                        | GC 8.01. 02, the last sentence in GC 8.01.02.01 shall be amended as follows:<br><br>"Written requests for compensation must be received no later than <b>30 Calendar Days</b> after the issuance of the Completion Payment."                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>GC 8.02.03<br/>ADVANCE<br/>PAYMENTS FOR<br/>MATERIALS</b>                                     | GC 8.02.03.01, the first sentence of paragraph GC 8.02.03.01 shall be amended as follows:<br><br>.01 The Owner <u>may</u> make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:                                                                                                                                                                                                                                                                                                                                  |

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| <p><b>GC 8.02.04.01<br/>PROGRESS PAYMENT</b></p> | <p>GC 8.02.04.01 shall be amended with the addition of the following mandatory documents being submitted with the Proper invoice, as allowed for under section GC 8.02.04.01.02 i):</p> <ol style="list-style-type: none"> <li>1. When the contract value exceeds \$1,000,000 (excluding taxes), the following conditions apply regarding an updated schedule: <ol style="list-style-type: none"> <li>a) In Gantt chart format or otherwise agreed to format, an updated and <u>accurate</u> construction schedule of operations indicating sufficient number of tasks that represent the full scope of Work. The updated schedule shall indicate the critical path, the proposed sequence of Work, proposed schedule of sub-contractors, the duration of each task that make up the Work, any slippage in the schedule, percentage of each task completed. Unrealistic estimations of timing are to be corrected with the submission of the next Proper Invoice;</li> <li>b) Noted in the updated schedule shall be approximate milestone dates of planned utility disruptions; and</li> <li>c) Noted in the updated schedule shall be approximate milestone dates of any planned changes to the traffic control plan.</li> </ol> </li> <li>2. As per SGC 3.13.03 Claims Procedure <p>The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than <b>30 Calendar Days</b> after completion of the Work affected by the situation. The detailed claim shall:</p> <ol style="list-style-type: none"> <li>a) Identify the item or items in respect of which the claim arises;</li> <li>b) State the grounds, contractual or otherwise, upon which the claim is made;</li> <li>c) Include the Records maintained by the Contractor supporting such claim; and</li> <li>d) Be identified on the Proper Invoice as a “Pending Claim”. The value of the Pending Claims shall be excluded from the Proper Invoice total.</li> </ol> </li> <li>3. The Contractor shall submit their final summary as per clause 8.02.05.09.02, with their Proper Invoice, as noted in GC 8.02.05.09.04, within <b>30 Calendar Days</b> for all Work done as additional Work, a Change Directive, a Change Order, Extra Work or Work on a Time and Material basis.</li> <li>4. Only <b>approved</b> additional Work, <b>approved</b> Change Directives, <b>approved</b> Change Orders, <b>approved</b> Extra Work or <b>approved</b> Work on a Time and Material are to be included in the Total Value of Work Performed, on the Proper Invoice.</li> <li>5. The cut-off date for the Proper Invoice shall be the last Working Day of the month, unless approved otherwise.</li> <li>6. Proper invoices are to be emailed to the Owner and to the Contract Administrator, monthly unless approved otherwise. Names and contact details and the timing of the monthly invoices will be provided at the pre-construction meeting.</li> </ol> |
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| <p><b>GC 8.02.04.04<br/>SUBSTANTIAL<br/>PERFORMANCE OF<br/>WORK</b></p>                                                                                                     | <p>GC 8.02.04.04.04, shall be amended as follows:</p> <p>.04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, as amended, publish a copy of the certificate in a construction trade newspaper.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>GC 8.02.04.05<br/>SUBSTANTIAL<br/>PERFORMANCE<br/>PAYMENT AND<br/>SUBSTANTIAL<br/>PERFORMANCE<br/>STATUTORY<br/>HOLDBACK<br/>RELEASE PAYMENT<br/>CERTIFICATES</b></p> | <p>GC 8.02.04.05.03, shall be amended as follows:</p> <p>.03 The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the Statutory Holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such Statutory Holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:</p> <ul style="list-style-type: none"> <li>a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board;</li> <li>b) proof of publication of the Certificate of Substantial Performance;</li> <li>c) Three copies of an original signed and sealed release, on the form provided, or in a form satisfactory to the Contract Administrator, by the Contractor releasing the Owner from all further claims related to the Contract qualified by stated exceptions such as outstanding work or matter arising out of subsection GC 3.13 Claims, Negotiations, Mediation; and</li> <li>d) Three copies of an original signed and notarized statutory declaration on the form provided, or in a form satisfactory to the Contract Administrator, by the Contractor indicating that all liabilities incurred by the Contractor and the Subcontractors in carrying out the Contract have been discharged except for the statutory holdbacks properly retained and Warranty Period holdback properly retained.</li> </ul> |
| <p><b>GC 8.02.04.07<br/>COMPLETION<br/>PAYMENT AND<br/>COMPLETION<br/>STATUTORY<br/>HOLDBACK<br/>RELEASE PAYMENT<br/>CERTIFICATES</b></p>                                   | <p>GC 8.02.04.07.02, shall be amended as follows:</p> <p>.02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs and upon submission of the following:</p> <ul style="list-style-type: none"> <li>a) Three copies of an original signed and sealed release, on the document provided, or in a form satisfactory to the Contract Administrator, by the Contractor releasing the Owner from all further claims related to the Contract qualified by stated exceptions such as outstanding work or matters arising out of subsection GC 3.13 Claims, Negotiations, Mediation;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                            | <p>b) Three copies of an original signed and notarized statutory declaration, on the form provided, or in a form satisfactory to the Contract Administrator, by the Contractor indicating that all liabilities incurred by the Contractor and the Subcontractors in carrying out the Contract have been discharged except for the statutory holdbacks properly retained and Warranty Period Holdback properly retained; and</p> <p>c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board,</p> <p>the Owner shall pay the remaining statutory holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.</p> |
| <p><b>GC 8.02.05.07<br/>PAYMENT FOR HAND<br/>TOOLS</b></p> | <p>GC 8.02.05.07.01 shall be amended as follows:</p> <p>.01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or equipment that are tools of the trade including pick-up trucks and service vans.</p>                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>GC 8.02.05.09<br/>SUBMISSION OF<br/>INVOICES</b></p> | <p>GC 8.02.05.09 shall be amended as follows:</p> <p>.04 The final summary as per clause 8.02.05.09.02 shall be submitted by the Contractor within <b>30 Calendar Days</b> after the completion of the Work on a Time and Material Basis.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**AGREEMENT**

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT MADE IN TRIPLICATE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2026.

BETWEEN:

(hereinafter called "the Owner")  
OF THE FIRST PART  
- and -

(hereinafter called "the Contractor")  
OF THE SECOND PART

WITNESSETH

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

**ARTICLE 1**

- a) A description of the work is:
  
- b) The Contractor shall, except as otherwise specifically provided, at their own expense, provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this contract and shall forthwith according to the instructions of the Contract Administrator commence the works and diligently execute the respective portions thereof and deliver the works complete in every particular to the Owner within the time specified.

**ARTICLE 2**

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

- a) Agreement
- b) Addenda
- c) Special Provisions
- d) Contract Drawings
- e) Information to Bidders
- f) Standard Specifications
- g) Standard Drawings
- h) Form of Tender
- i) Supplemental General Conditions
- j) General Conditions
- k) Working Drawings

### **ARTICLE 3**

The Contractor shall not without the consent in writing of the Owner (or the Engineer) and without restricting in any way the provisions of the General Conditions attached hereto make any assignment of any part or the whole of any monies due or to become due under the provisions of this contract.

### **ARTICLE 4**

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this contract, will be paid for and in respect of the works at the tendered lump sum or unit prices after measurement approved by the Contract Administrator, the total which is presently estimated to be the sum of

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

### **ARTICLE 5**

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

B. M. ROSS AND ASSOCIATES LIMITED  
Engineers and Planners  
62 North Street  
Goderich, ON N7A 2T4

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

**ARTICLE 6**

A copy of each of the General Conditions, Supplemental General Conditions, Special Provisions, Addenda, Tender, Information to Bidders, and Supplemental Specifications is hereto annexed and together with the Plans relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

**ARTICLE 7**

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

**ARTICLE 8**

Time shall be deemed the essence of this Contract.

**ARTICLE 9**

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

**ARTICLE 10**

The Contractor declares that in entering into this Contract the obligations shall be upheld of the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, any obligations established by the Owner's policies which prohibit harassment/discrimination on a number of grounds including political affiliation and the level of literacy shall be upheld by the Contractor.

WHERE LEGALLY MANDATED, the Contractor shall have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with their obligations and shall have an internal process available for employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. The Contractor agrees that they shall, upon request by the Owner, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the Owner to determine compliance. The Contractor acknowledges that failure to demonstrate compliance with this declaration, to the satisfaction of the Owner, may result in the termination of the contract.

**ARTICLE 11**

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officer, as the case may be.

FOR THE OWNER:

|                    |               |                |               |
|--------------------|---------------|----------------|---------------|
| _____<br>Signature | _____<br>Name | _____<br>Title | _____<br>Date |
|--------------------|---------------|----------------|---------------|

I/We have the authority to bind the corporation.

|                    |               |                |               |
|--------------------|---------------|----------------|---------------|
| _____<br>Signature | _____<br>Name | _____<br>Title | _____<br>Date |
|--------------------|---------------|----------------|---------------|

I/We have the authority to bind the corporation.

FOR THE CONTRACTOR:

|                    |               |                |               |
|--------------------|---------------|----------------|---------------|
| _____<br>Signature | _____<br>Name | _____<br>Title | _____<br>Date |
|--------------------|---------------|----------------|---------------|

I/We have the authority to bind the corporation.

|                    |               |                |               |
|--------------------|---------------|----------------|---------------|
| _____<br>Signature | _____<br>Name | _____<br>Title | _____<br>Date |
|--------------------|---------------|----------------|---------------|

I/We have the authority to bind the corporation.

**TOWNSHIP OF NORTH HURON**  
**NOTICE TO ALL CONTRACTORS**  
**CORPORATE STATEMENT**  
**OCCUPATIONAL HEALTH AND SAFETY**

The Corporation of the Township of North Huron is committed to ensuring that a high standard of health and safety is provided and maintained for all employees' visitors, guests, contractors, agents and others on our premises.

Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

**ALL CONTRACTORS SHALL:**

1. Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Township of North's health and safety policies and requirements.
2. Submit a copy of past accident records and Worker's Compensation Board Number.
3. Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.
4. Ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.
5. Upon request at any time from award to completion of contract, submit proof of fulfilment of above responsibilities.
6. Must comply with Workplace Safety Insurance Board (WSIB) premiums.
7. The Contractor shall sign-off on the corporate occupational health & safety form stating their agreement to comply.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

**TOWNSHIP OF NORTH HURON**  
**OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE FORM**

I have read the “Township of North Huron Notice to All Contractors, Corporate Statement of Occupational Health and Safety” and agree to comply with it.

---

Contractor’s Name (Please Print)

---

Contractor’s Signature

---

Date

**CONTRACT RELEASE**

(IN THE MATTER of a contract, known as Contract No. \_\_\_\_\_  
(entered into between \_\_\_\_\_  
(\_\_\_\_\_ the Owner  
( AND  
(\_\_\_\_\_ the Contractor  
(dated \_\_\_\_\_, 20\_\_\_\_  
(for the construction of \_\_\_\_\_  
(\_\_\_\_\_  
(in \_\_\_\_\_, Ontario.

KNOW ALL MEN BY THESE PRESENTS that I/We

\_\_\_\_\_  
(name of Contractor, in full)

for and in consideration of other good and valuable consideration paid by the Owner, have remised, released and forever discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns or successors and assigns, as the case may be, remise, release and forever discharge the Owner, its successors and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which I/We ever had or now have, or which I/We or my/our heirs, executors, administrators or assigns or successors and assigns, as the case may be, hereafter can, shall or may have by reason of the above-mentioned Contract, save and except any claim which I/We have arising out of;

- 1) the retention by the Owner of the Warranty Holdback of the Contract price; and
- 2) any sum retained by the Owner against the cost of uncompleted work; and
- 3) \_\_\_\_\_  
(if none, state "none")

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED )  
)  
)  
)  
)  
)  
)

Witness or Company Seal

\_\_\_\_\_  
Date

**STATUTORY DECLARATION RE: LIENS, LIABILITIES & PAYMENT OF ACCOUNTS**

DOMINION OF CANADA  
 PROVINCE OF ONTARIO

IN THE MATTER of (a contract, known as \_\_\_\_\_

entered into between (\_\_\_\_\_ the Owner  
 AND (\_\_\_\_\_ the Contractor  
 dated (\_\_\_\_\_, 20\_\_\_\_  
 for the construction of (\_\_\_\_\_  
 in (\_\_\_\_\_, Ontario.

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_ in the  
 Province of \_\_\_\_\_, do solemnly declare:

1. That I am \_\_\_\_\_ of the  
 (President, Secretary, Treasurer, a Partner, etc.)

Contractor named in the Contract above-mentioned and as such have personal knowledge of the facts hereunder declared.

2. That the said Contractor has complied with the terms of the Construction Act, R.S.O. 1990, c.C.30 and amendments thereto, and with the requirements of statutes and regulations of the Province of Ontario relating to the payment of fair wages.
3. That with the exception of accounts listed below, and amounts held back and amounts deferred by written agreement, all liabilities incurred by the said Contractor arising out of work performed have been discharged.
4. That the following is a complete list of disputed accounts:

| Name & Address of Creditor                     | Service Rendered | Total Claims (\$) | Amount in Dispute | Amount Paid (\$) |
|------------------------------------------------|------------------|-------------------|-------------------|------------------|
|                                                |                  |                   |                   |                  |
| (If there are no accounts, enter "NONE" above) |                  |                   |                   |                  |

5. That all persons who have placed or furnished any material or things to be used in connection with the above Contract have been fully paid or their claims have been settled in respect of such work, service, materials or things and there are no liens, garnishees, attachments or claims relating thereto.
6. That all subcontractors who were engaged in or in any manner associated with the performance of any part of the above contract have discharged all liabilities which they incurred in respect thereof.
7. That all claims for damage to property or injury to persons of which the above-named Contractor has received notice have been fully paid or settled, except for the following:

| Claimant                                       | Description of Claim | Amount of Claim (\$) | Amount Paid (\$) |
|------------------------------------------------|----------------------|----------------------|------------------|
|                                                |                      |                      |                  |
| (If there are no accounts, enter "NONE" above) |                      |                      |                  |

8. That the above-named Contractor has not had any notice of any grounds for a claim (other than those covered by paragraph 7 above) connected with this contract by a third party and for which a claim might be made and I believe that no such claim will be made.

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

DECLARED before me at the \_\_\_\_\_ of )  
in the County of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_ )  
A.D. 20 \_\_\_\_\_ )  
\_\_\_\_\_) \_\_\_\_\_ )  
A Commissioner, etc. or Notary Public