



PUBLIC WORKS DEPARTMENT
REQUEST FOR TENDERS (RFT)
FOR
BOLTON CREEK BRIDGE REHABILITATION

Public Works Contract #: PW-C-07-2019-19-E0

Issued on: January 14, 2019

Tender Submission Deadline: 1:30 pm Local Time on February 7, 2019

Tender Submission Location: Lanark County **Public Works Department**
Public Works Building – Business Office
99 Christie Lake Road, Perth, Ontario K7H 3C6

SECTION 1 – INFORMATION TO BIDDERS

1.1 Timetable

The following is the schedule for this Tender:

Issue date of RFT:	January 14, 2019
Bidder's Deadline for Questions:	4:00 pm on January 31, 2019
Deadline for Issuing Addenda:	February 1, 2019
<u>Tender Submission Deadline:</u>	<u>1:30 pm on February 7, 2019</u>
Tender Opening:	Immediately following the Submission Deadline
Contract (Project) Start Date:	April 29, 2019
Contract (Project) Completion Date:	August 2, 2019

The period for which Tenders are irrevocable after the Tender Submission Deadline is set out in Section 1.26 of this RFT.

The RFT timetable is tentative only and may be changed by the County, in its sole discretion, at any time prior to the Tender Submission Deadline.

1.2 Description and Location of the Work

Major rehabilitation of the Bolton Creek Bridge, located on County Road #7 (Fallbrook Road), 230 metres north of County Road #19 (Bennett Lake Road).

1.3 Bid Deposit

The Tender must be accompanied by a deposit, enclosed in the same envelope as the Tender. The deposit shall be a bid bond, certified cheque, bank draft or money order, made payable to "The Corporation of the County Lanark", equal to or greater than the amount shown in the following Table:

Total Amount of Bidder's Tender	Minimum Deposit Required
\$20,000 or less	\$1,000
\$20,000.01 to \$50,000.00	\$2,000
\$50,000.01 to \$100,000.00	\$5,000
\$100,000.01 to \$250,000.00	\$10,000
\$250,000.01 to \$500,000.00	\$25,000
\$500,000.01 to \$1,000,000.00	\$50,000
\$1,000,000.01 to \$2,000,000.00	\$100,000
\$2,000,000.01 and over	\$200,000

1.4 Release of Bid Deposit

The deposit of all Bidders, except the most feasible Bidder and second most feasible Bidder, will be returned, without interest, within ten (10) days of the Tender Opening. No Tender deposits will be returned the same day of the Tender Opening. Bidders are required to complete and submit the Bid Deposit Method of Return Form indicating their preference for the return of the deposit.

The deposit of the most feasible Bidder and second most feasible Bidder will be returned when the successful Bidder has returned the executed Contract Agreement and other applicable documents as requested, by the County.

The deposit shall be forfeited if the successful Bidder fails to return to the County, within ten (10) days of receipt of the acceptance of Tender, the executed Contract Agreement and other requested documents.

Where either of the most feasible Bidder and second most feasible Bidder has not been notified, within sixty (60) days after Tender Opening, that their Tenders have been accepted, an application may be made to the County for the return of the deposit.

The County may, at its discretion, return a deposit at an earlier time than provided herein or return a deposit on receipt of an alternative security acceptable to County and no such action shall prejudice the validity of the Tender to which such deposit relates.

1.5 Inquiries / Clarification

It will be the Bidder's responsibility to clarify with the County, any details in question not mentioned in the Tender documents or shown on the accompanying plans/drawings, before submitting his bid. Any such questions shall be answered by the issue of an addendum to all Tender Takers.

All questions related to the RFT should be directed to Lanark County Public Works at 613-267-1353 or emailed to roads@lanarkcounty.ca. Inquiries must be received no later than the Bidder's Deadline for Questions, as noted in Section 1.1.

No oral explanation or interpretation shall modify any of the documents or provisions of this RFT.

1.6 Pricing

Tenders submitted must quote prices in Canadian Dollars. Invoicing and payment will also be made in Canadian Dollars.

1.7 Tenders in English

All communication, correspondence, enquiries and Tender submissions must be in English. Non-compliance will result in disqualification.

1.8 Metrification

All items are estimated in metric units, as are specifications and standards.

1.9 Regulation Compliance and Legislation

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

1.10 Governing Law

This Tender and subsequent Contract / Agreements will be interpreted and governed by the laws of the Province of Ontario.

1.11 Ability and Experience

It is not the purpose of the County to award this Contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of Work and having sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

In order to aid the County in determining the ability and experience of the Bidder, the Bidder shall complete and submit with their Tender the following forms, which are herein bound:

- Ability and Experience
- Bidder's Senior Supervisory Staff
- Location and Description of Plant which the Bidder Proposes to Use
- Authorization to Obtain Credit Report

In the event that the Contractor is a privately owned Company, with an internal policy to not share financial information, the County will sign a Non-Disclosure Agreement to limit access to the statements on a need-to-know basis.

Failure, by a Bidder, to meet any of the foregoing requirements, will entitle the County to deem the Tender non-compliant.

1.12 Tender Submission

All Tenders must be submitted in paper form, upon the documents provided, duly completed and signed (where applicable), placed in a **sealed envelope, clearly marked using the Request for Tender (RFT) Submission Package Label** (bound herein) and must include:

- Bid Deposit
- Agreement to Bond
- Tender Form
- Schedule of Items and Prices
- Ability & Experience Form
- Occupational Health and Safety Declaration
- Bidder's Senior Supervisory Staff Form
- Location and Description of Plant, which the Bidder Proposes to Use Form
- Authorization to Obtain Credit Report Form
- Bid Deposit Method of Return Form

Tender submissions must be received by Lanark County Public Works Department, Public Works Building – Business Office, 99 Christie Lake Road, Perth, Ontario, K7H 3C6, on / before the Tender Submission Deadline.

The County is not responsible for submissions which are not properly marked and / or delivered to any other location, than that specified herein. Tenders received by any other method will be rejected.

The Tender Form must be signed and witnessed, in the space(s) provided on the Form, with the signature of the Bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders, and if the signing is vested in one individual, he shall sign, separately, on behalf of each Bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

The Tender must be legible, written in a permanent ink and all items within a schedule must be bid, with the unit price for every item and other entries clearly shown.

The Bid must not be restricted by a statement added to the Tender Form, or a covering letter, or alterations to the Forms provided by the County.

Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization bidding.

1.13 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*, RSO, 1990, CM.56, as amended. This information will be an integral component of the Tender submission.

All written Tenders received by the County become a public record, once a Tender is accepted by the County all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990, CM.56, as amended, should be directed to:

Clerk / Deputy CAO, County of Lanark
99 Christie Lake Road, Perth, Ontario, K7H 3C6
Telephone 613-267-4200

The Clerk / Deputy CAO has been designated by The Corporation of the County of Lanark Council to carry out the responsibilities of the *Act*.

1.14 Retrieval of Official Document and Addenda

Only documents obtained from the County directly or through MERX Public Tenders Service are to be considered the "official" documents. The County accepts no responsibility for the accuracy of information found on other websites. The onus is on the Bidder to check this site to verify they have received all relevant information.

It is preferred that Bidders obtain Request for Tender (RFT) documents through MERX. Subject to the information below, this RFT is available through MERX, an electronic tendering system, used by the County. For ease of use, this system can also be accessed through <http://www.county.lanark.on.ca/Page1885.aspx>. For technical information about MERX, call MERX Customer Support at 1-800-964-6379 or send an email to merx@merx.com. For complete details about MERX, please visit <http://www.merx.com>.

The County may provide documents directly to a Contractor, upon request.

1.15 All New Information to Bidders by way of Addenda on MERX

This RFT may only be amended by an addendum, in accordance with this subsection. Such addenda may contain important information including significant changes to this RFT. If the County, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addenda, by way of posting the addendum to MERX. Each addendum shall form an integral part of this RFT.

Although MERX will attempt to email registered Bidders, through the MERX system, to notify them when addenda are posted, the County does not guarantee that emails will be sent to all Bidders or received by all Bidders. It is the Bidder's sole responsibility to check often to inform themselves of any posted addenda.

1.16 Withdraw or Substitution Submission

A Bidder who has submitted a Tender may submit a further Tender at any time up to the Tender Submission Deadline. See Section 1.17 below for details regarding two (2) bids submitted by same Bidder.

A Bidder may withdraw their Tender at any time up to the Tender Submission Deadline by submitting a letter bearing the Bidder's signature, to an authorized representative of the County, who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter.

Telegrams, facsimiles, emails, texts or telephone calls will not be accepted. Tenders withdrawn under this procedure cannot be reinstated.

1.17 Two Bids Submitted by Same Bidder

If two (2) bids for the same Tender are received in different envelopes the envelope with the latest date and time received shall be considered the intended bid and invalidate all Tenders previously submitted by that Bidder.

If two (2) bids for the same Tender are received in the same envelope and are properly executed and prices differ, the lower price Tender shall be considered the intended bid.

1.18 Documents to be received after Award

Within ten (10) calendar days of Notification of Award, in writing, the successful Bidder will execute the Contract Agreement and furnish the following documents:

- Contract Agreement
- Certificates / Proof of Insurance
- WSIB Certificate of Clearance
- Surety Bonds
- Contractor's Health and Safety Policy
- Contractor's Project Manager's Name and Contact Information

Failure by the successful Bidder to meet the above requirements, will entitle the County to cancel the award of the Contract and to retain the Bid deposit as compensation for damages sustained due to the successful Bidder's default. The County may then award the Contract to one of the other Bidders or to take such other action as he chooses.

1.19 Tender Opening

Bidders are advised there will be a public opening for this Tender. Bids received, by the Tender Submission Deadline, will be opened at the Lanark County Public Works Building, 99 Christie Lake Road, Perth, Ontario, as soon after the Tender Submission Deadline as feasible.

1.20 Release of Tender Results

"Unconfirmed Tender Results" will be posted on the County's Website (www.lanarkcounty.ca) within 24 hours after the Tender Opening.

1.21 Tender Procedures

Tenders will be called, received, evaluated, accepted and processed in accordance with The Corporation of the County of Lanark's Policy for the Procurement of Goods and Services, By-Law No. 2013-50, which is available on the County's Website (www.lanarkcounty.ca).

1.22 Evaluation and Bid Acceptance

The Bidder acknowledges that Request for Tenders will be evaluated on the following basis:

- (a) Lanark County shall have the right to reject any or all Request for Tenders for any reason, or to accept any Tender, which the County in its sole unfettered discretion deems most advantageous to itself. The lowest or any Tenders will not necessarily be accepted and Lanark County shall have the unfettered right to:
 - i. accept a non-compliant Request for Tender;
 - ii. accept a Request for Tender which is not the lowest Request for Tender; and
 - iii. reject a Request for Tender that is the lowest bid even if it is the only Request for Tender received.

- (b) Lanark County reserves the right to consider during the evaluation of Requests for Tenders all or some of the following criteria in assessing a Request for Tender, none of which shall be binding on Lanark County:
 - i. information provided in the Request for Tender document itself, including but not limited to, information relating to the Bidder's understanding of the project, quality of submission, cost savings, process improvements for the County, project schedule and cost;
 - ii. information provided in response to enquiries of credit and industry references set out in the Request for Tender;
 - iii. past performance in the provision of services to the County or local Municipalities within the County;
 - iv. information received in response to enquiries made by the County of third parties apart from those disclosed in the Request for Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
 - v. the manner in which the Bidder provides services to others;
 - vi. the experience and qualification of the Bidder's senior management and project management;
 - vii. the compliance of the Bidder with the County's requirements and specifications;
 - viii. innovative approaches proposed by the Bidder in the Request for Tender; and,

- ix. Lanark County's policies relating to Tendering and issuing Contracts to Third Parties.
- (c) Lanark County may rely upon the criteria which Lanark County deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a bid, the Bidder acknowledges Lanark County's rights under this Section and absolutely waives any right, or cause of action against Lanark County and its consultants, by reason of Lanark County's failure to accept the bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
- (d) The Bidder acknowledges and agrees that Lanark County will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Bidder as a result, or arising out of submitting a Request for Tender for the proposed Contract or due to Lanark County's acceptance or non-acceptance of their Request for Tender.
- (e) Requests for Tenders which are incomplete, conditional or obscure, or which contract additions not called for, alterations, or irregularities of any kind, may be rejected as informal.
- (f) Each item in the Request for Tender shall be a reasonable price for such item. Under no circumstances will an unbalanced Request for Tender be considered. Lanark County will be the sole judge of such matters and should any Request for Tender be considered to be unbalanced, then it will be rejected by Lanark County.
- (g) The lump sum price or prices quoted in the Request for Tender shall include the furnishing of all materials, supplies and equipment and providing of all labour, construction tools and equipment, utility and transportation services necessary to perform and complete all the Work required under the Contract, including all miscellaneous Work, whether specifically included in the Contract Documents or not.
- (h) The acceptance of any Submission is subject to appropriate funding acceptable to Lanark County.
- (i) The placing in the mail or delivery of a notice of award to the Bidder address, given in the Submission, shall constitute notice of acceptance of the Contract.
- (j) Lanark County reserves the right to reject the Request for Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the Work in the specified time.

1.23 Discrepancies in Schedule of Unit Prices

Wherever the total amount bid for an item does not agree with the extension of the tender quantity and the unit price, the unit price shall govern and the total amount bid shall be corrected accordingly.

The County will correct mathematical discrepancies by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the

Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

1.24 Local Municipal Work Included in Tender

If this Contract Document includes Schedule(s) of Work for a Municipality within Lanark County, Lanark County hereby advises that the County will circulate the following documentation, relating to this RFT, to the applicable Municipality, following the opening of the bids:

- Document Takers List
- Bid Summary (as opened)
- Bid Summary Spreadsheet (confirming calculations)
- Tender Submission of the Bidder Lanark County is recommending award to

Lanark County will evaluate, award, administer, supervise and make payments for the Schedule(s) of Work associated with Lanark County only.

Local Municipal Councils and Staff will be responsible for:

- Ensuring the Tender Submission meets their Procurement By-Law and practices
- Evaluation, award, administration, supervision and making payments for the Schedule(s) of Work associated with their own Municipal Work

By submitting a Tender, the Bidder is acknowledging and accepting the requirement that they may be required to enter into Agreement(s) and provide various items to the local Municipality directly, including but not limited to:

- Contract Agreement
- Bonding
- Insurance, including naming the local Municipality as an Additional Insured
- Schedule of Work
- Personnel and Emergency Contact Lists

All items included in this Contract Document shall form part of the local Municipal Contract Agreement.

1.25 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the County.

1.26 Period for which Tenders are Irrevocable

The Bidder acknowledges that the submission of a Request of Tender constitutes an irrevocable offer to provide the goods and / or services described herein for a period of sixty (60) calendar days from the Tender Submission Deadline.

1.27 Bidder Not to Communicate With Media

A Bidder may not, at any time directly or indirectly, communicate with the media in relation to this RFT or any Agreement awarded pursuant to this RFT without first obtaining the written permission of the County Contract Administrator.

SECTION 2 – GENERAL CONDITIONS

The Contractor is hereby notified that OPSS.MUNI 100 General Conditions of Contract, dated November 2006, shall govern except as amended or extended herein:

GC1.04 – Definitions is amended by the addition of the following:

Wherever the words "County" or "Corporation" or "Owner" or "Lanark County" appears in this Contract, it may be interpreted as meaning the "The Corporation of the County of Lanark".

Wherever the word "Engineer" or "Contract Administrator" or "Director" or "Director Public Works" appears in this Contract, it shall be interpreted as meaning any officers as may be authorized by The Corporation of the County of Lanark Council to act in any particular capacity.

The definition of "Contract documents" is amended with the addition of the following:

Standard Specifications shall include: Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD).

The text of all OPSS's and OPSD's are contained in the Manual Ontario Provincial Standards for Roads and Municipal Service: Volume 1 Specifications, Volume 2 Materials and Volume 3 Drawings.

GC2.01 - Reliance on Contract Documents is amended by the addition of the following:

The County does not warrant the accuracy of the location of any underground utility shown on the Contract Drawings other than the mainline sewers and water mains. It is the Contractor's responsibility to arrange with the appropriate utility authorities to locate their underground plant which may be affected by the Work.

The Contractor declares that in tendering for the Work and entering into the Contract, he did not and does not rely upon the accuracy of any geotechnical information provided by the County. The Bidder acknowledges that all geotechnical information provided by the County is for information only and the County makes no representation or warranty as to the accuracy of the information.

GC3.04 - Emergency Situations is amended by the addition of the following:

The Contractor shall be responsible for maintenance and emergency situations at all times throughout the Contract. The name, address and telephone number of a responsible official of the contracting firm shall be given to the County. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the County, in case of emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever. Should the Contractor be unable to carry out immediate remedial measures required, the County will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

GC 3.06 Extension of Contract Time is amended by the addition of the following:

Time shall be of the essence of this Contract.

The anticipated start date and completion date of the Contract is shown in Section 1.1 of the Contract documents.

An earlier starting date may be allowed, but only by written permission from the County.

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

Any extension of time that may be granted to the Contractor shall be so granted and accepted, without prejudice, to any rights of the County, 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 or authority is given to the County or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the Work or Contract, or any portion thereof, 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 County.

In the event of the County granting an extension of time, time shall continue to be deemed of the essence for this Contract.

All Bonds or other Surety furnished to the County by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extensions of time granted, and the Contractor shall furnish the County with evidence of such amendment of the Bonds or other Surety.

GC3.07 – Delays is amended by the addition of the following:

The Contractor is hereby specifically notified that any loss or damage to the Work caused by the action of the elements, including severe rain storms, wind storms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at his own expense. All material and additional Work required, to make good any loss or damage to Work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

GC3.08 - Assignment of Contract is amended by the addition of the following:

If the County agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Contractor, and under no circumstances will the County be responsible for these costs.

GC3.12 - Use and Occupancy of the Work Prior to Substantial Performance is amended by the addition of the following:

The Owner hereby provides notice to the Contractor that the County will use the Work or any part thereof throughout the duration of the Contract prior to Substantial Performance and no further written notice will be provided.

GC4.01 – Working Area is amended by the addition of the following:

Site Selection Notification for Material Managed as Disposable Fill - Prior to the disposal of any material, outside the Contract limits, the Contractor is required to obtain a completed Form OPSF 180-1 or OPSF 180-2, in accordance with OPSS 180.

Property Owner Release - Upon completion of the Contract, the Contractor shall provide the County with a copy of Form OPSF 180-3, signed by each property owner upon whose land the Contractor has entered for any purpose, in accordance with OPSS 180.

Final payment will not be released to the Contractor until all the applicable forms, as noted herein, have been received by the County.

GC6.01 – Protection of Work, Persons and Property is amended by the addition of the following:

The failure of the County to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

GC6.03 – Contractor’s Insurance is amended as follows:

Clarification: When naming of an **additional insured** is required throughout GC6.03 the following shall be named: “The Corporation of the County of Lanark”.

GC 6.03.01 General is amended as follows:

.01 Without restricting the generality of subsection GC6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses:

- GC 6.03.02 - General Liability Insurance
- GC 6.03.03 - Automobile Liability Insurance
- GC 6.03.06 – Contractor’s Equipment Insurance
- GC 6.03.05 – Property & Boiler Insurance (or an Installation Floater endorsement to the Contractor’s Commercial Property Insurance in an amount equal to the value of materials to be included in the project.)
- Contractors Pollution Insurance as follows:

Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and the Corporation of the County of Lanark with limits of no less than \$5 million per occurrence, an aggregate of not less than \$5 million in any policy year, and a deductible not to exceed \$25,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

The remainder of GC 6.03.01 shall remain as per the OPSS.MUNI 100.

GC6.03.02.01 General Liability Insurance is amended as follows:

General liability insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than \$25,000. The form of this insurance shall be the Insurance Bureau of Canada Form IBC 2100.

The remainder of GC 6.03.02 shall remain as per the OPSS.MUNI 100.

GC6.04 – Bonding is amended by the addition of the following:

Bidders must include an Agreement to Bond completed by their Bonding Company and it must be submitted with their Tender, in order to validate their bid.

A Performance Bond and Labour and Material Payment Bond, each in the amount of 100% of the Tender, including Harmonized Sales Tax (HST), issued by an approved Guarantee Company, must be furnished by the Contractor, within ten (10) calendar days of Notification of Award, in writing, of the Contract.

GC7.01.08 – General is amended by the addition of the following:

The County is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Contractor's agents and others on our premises.

Accordingly, all Bidders shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards, consistent with applicable legislation, and with the County's health and safety policies and requirements. The County's Health and Safety Contractor Program can be obtained from the County's Website at <http://www.lanarkcounty.ca/Page1884.aspx>.
- (b) Complete and submit, with their bid, the Occupational Health and Safety Statutory Declaration (bound herein).
- (c) The successful Bidder shall provide a copy of their Company's Health and Safety Policy, which is current within 24 months, within 10 calendar days of notification of acceptance, in writing, of the Contract.

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

GC7.01.13 – General is amended by the addition of the following:

The Contractor shall prepare a Contractor's Schedule of Work, in a form satisfactory to the Owner. The Contractor's Schedule of Work will be submitted to the County, a minimum of 10 calendar days prior to the commencement of the Contract.

GC7.06 – Condition of the Working Area is amended by the addition of the following:

The Contractor shall take such steps as may be required to prevent dust nuisance wherever it would affect traffic or cause damage or discomfort to residents of the area in which his Work is being carried out. The Contractor will supply and apply calcium chloride, when it is deemed necessary by the County, within the limits of the Contract.

Where the Work requires sawing of asphalt or sawing or grinding of concrete, blades or grinders of the wet type shall be used, together with sufficient quantities of water, to prevent the incidence of dust.

The Contractor shall maintain the Working Area in a tidy and safe condition outside of working hours (i.e. on weekends, holidays, and days of inclement weather).

The Contractor shall take the necessary actions, including but not limited to, inspecting and cleaning equipment for the purposes of invasive species prevention, in accordance with the “**Clean Equipment Protocol for Industry**”, Printed April 2013, Updated May 2016. A copy of the Clean Equipment Protocol for Industry can be found at the following link:

<http://www.lanarkcounty.ca/Page1884.aspx>.

GC7.07 – Maintaining Roadways and Detours is amended by the addition of the following:

The Contractor shall take such steps as may be required to prevent dust nuisance wherever it would affect traffic or cause damage or discomfort to residents of the area in which the Work is being done, or to ensure it does not enter the watercourse.

When, in accordance with GC 7.07, it is the Contractor's responsibility to maintain a road throughout the Work, the Contractor shall supply, at his expense, all labour, equipment and material to maintain the road in a satisfactory condition, except that when required for normal maintenance purposes the supply and placing of Granular "M", and bituminous patching materials, will be paid for at the appropriate Tender Unit Prices.

Any detours which the Contractor deems necessary that are not called for in this Contract will be the Contractor's responsibility to construct, maintain and remove such detours, at his expense. Location of such detours shall be approved by the County before constructed and final trim shall be to the satisfaction of the County.

The Contractor must maintain both through and local traffic at all times. The Contractor shall generally be required to maintain two (2) lanes of traffic. Where two (2) lanes of traffic may not practically be maintained, the Contractor shall be permitted to maintain one (1) lane of traffic, provided that traffic is controlled at each location by a minimum of two (2) appropriately trained and appropriately attired flag persons with working 2-way radios, to the satisfaction of the County. In the event that traffic control is not working to control the traffic safely with traffic control people, the County may order the Contractor to supply a pilot vehicle, with the traffic control people, at no extra cost to the County. In any event, two (2) lanes of traffic shall be restored at the cease of daily operations.

Working Hours - Within the Contract limits, the road shall be open to two-way traffic from one half hour before sunset to one half hour after sunrise.

Contractor's Supply of Construction Signs - In accordance with the Contract Documents, the Contractor is responsible for the supply, erection, maintenance and the subsequent removal of all

temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the Work. Additional maintenance shall include a minimum of two inspections per day of all signs, delineators, barricades, lanterns and flashing lights. These inspections shall occur at least once in the morning and once in the evening.

Traffic controls shall be provided in accordance with the latest edition of the MTO Publication *Book 7 - Ontario Traffic Manual Temporary Conditions Field Edition*.

Traffic controls shall be operational before Work affecting traffic begins. In addition to the installation of the signs, the Contractor will patrol, twice daily, once in the a.m. and once in the p.m. and record time, person patrolling, signs missing, signs replaced and changes made to the signs.

Accessibility - Customer Service - Lanark County is committed to providing customer service that respects and promotes the dignity and independence of people with disabilities. Contractors shall ensure that their operations conform with the County's Accessibility - Customer Service Standards Policy, a copy of which can be obtained from the County's Website at <http://www.lanarkcounty.ca/Page1884.aspx>.

The Contractor shall ensure that their Staff has been trained, in accordance with the requirements of the *Accessibility for Ontarians with Disabilities Act*. The Contractor is responsible to inform the County of any planned or unexpected activity which impacts County facilities or services that are used by people with disabilities i.e. sidewalks on road closures. Every effort will be made to provide the public with advance notice of such disruptions.

GC7.13 – Obstructions is amended by the addition of the following:

It is the responsibility of the Contractor to investigate the location of and assume all liability for damage to all utilities, services and structures, whether above or below grade, before commencing and during the Work. Such information is not necessarily shown on the Drawings and where shown, the accuracy cannot be guaranteed. Information on the removal or relocation of the utilities, restrictions of blasting operations, etc., may be obtained from the utility company concerned.

GC7.14 – Limitations of Operations is amended by the addition of the following:

Where the Contractor works with the County's approval on **Saturday, Sunday or Statutory Holiday**, the Contractor shall pay to the County any costs incurred by the County for providing the Supervisory Staff deemed necessary by the County.

GC8.02 – Payment is amended by the addition of the following:

Except as herein provided, payments under this Contract will be made in accordance with GC 8.02.

Payments will be adjusted based on Fuel Price Index and Asphalt Cement Price Index, as follows:

a) Fuel Price Index as per the document found at

<http://www.lanarkcounty.ca/Page1884.aspx>.

b) Asphalt Price Index as per the Special Provisions contained herein.

The County agrees to pay the Contractor, in lawful money of Canada, for the performance of the Work of each item (subject to additions and deductions as provided in the General Conditions of

the Contract) at the unit prices set out in the Schedule of Items and Prices, as described in the Tender Form.

Compensation for Work performed or materials received, which were not specified in the Contract, will only be made if the Contractor has obtained written approval, prior to the commencement of the said Works, from the County by means of a Contract Change Order.

On the last day of each calendar month, the County shall prepare a written estimate of the value of Works incorporated in the Contract up to the last day of that month. The County shall, by the 10th day of the following month, issue in favour of the Contractor, a Certificate for ninety percent (90%) of the value of Works incorporated in the Contract up to the last day of that month, as estimated by the County, less the aggregate of previous payments. Payment will be made within thirty (30) days of the cut-off date.

Payment by the County, of the ten (10%) percent holdback, shall be made following receipt of the following and after forty-five (45) days have elapsed from the date of publication of the Certificate of Substantial Performance:

- a) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.
- b) A Statutory Declaration, completed by a signing officer of the company, in a form satisfactory to the County, that all liabilities incurred by the Contractor and his Subcontractors, in carrying out the Contract, have been paid and that there are no liens, garnishes or attachments of claims relating to the Work.
- c) Releases, as required under this Contract.
- d) Proof of Publication of the Certificate of Substantial Performance in the Daily Commercial News.

GC8.02.08 – Taxes is amended by the addition of the following:

Harmonized Sales Tax (HST) will be paid in addition to the Total Tender Price submitted at the applicable rate on applicable items.

GC8.02.09 - Liquidated Damages is amended by the addition of the following:

It is agreed by the parties in the Contract that in case all Work called for under the Contract is not finished or completed, within the date as set forth in the Contract, damage will be sustained by the County and that it is said, will be impracticable and extremely difficult to ascertain and determine the actual damage, which the County will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the County the sum of Five Hundred Dollars (\$500.00) for each and every calendar day delay in finishing the Work beyond the noted completion date, except Saturdays, Sundays and Statutory Holidays, and it is agreed that this amount is an estimate of the actual damage to the County, which will accrue during the period in excess of the prescribed completion date.

The County may deduct any amount due under this provision 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 County. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province

or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractor's due to such causes.

SECTION 3 – SPECIAL PROVISIONS – ITEMS

Special Provision No. A1

ITEM #A1 - MOBILIZATION / DEMOBILIZATION

Scope

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- Mobilization including set up of appropriate sanitary facilities and secure work areas, transportation of equipment;
- Provision of bonds and insurance;
- Providing an initial construction schedule and updating it on a bi-weekly basis;
- Site security;
- Stakeout of existing utilities and services;
- Communications with property owners;
- Attendance at preconstruction site meetings;
- Demobilization removal of equipment, materials etc.

Partial payments will be made on the following basis:

- 60% of the tender amount will be paid upon providing satisfactory proof of bonds and insurance, mobilization and providing an initial construction schedule.

The remaining 40% will be prorated over the length of the construction period and shall be subject to providing updated Construction Schedule to the satisfaction of the Consultant.

Special Provision No. A2

ITEM #A2 - STREAM PROTECTION

Scope

Under this item the Contractor is required to supply and install all labour, equipment, and materials for the protection of the watercourse, its water quality and fish habitat during the project. Installation, maintenance and removal of the mitigation measures listed below, as necessary to achieve this protection, are required:

- Heavy Duty Silt Fence Barriers as per OPSD 219.130
- Straw Bale Flow Checks as per OPSD 219.180
- Temporary Rock Flow Checks as per OPSD 219.210
- Turbidity Curtains as per OPSD 219.260 and 219.261

In addition, this item shall include, but is not limited to:

- Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- Provide all protection measures to ensure that no deleterious material from any operation enters the water course with particular concern for demolition debris and sediment from runoff;
- No refuelling of vehicles, equipment, etc. or storage of fuel is to take place within 30m of a watercourse;
- Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project and the site is to be restored to a pre-construction state or better

The Contractor will be required to contain all debris from entering the water.

The Contractor shall obtain a permit from Mississippi Valley Conservation Authority (MVCA) and submit an environmental protection plan subject to the approval of the Consultant prior to commencing work. MVCA has indicated that a fee will not be required for work permit.

All costs incurred by the Contractor associated with the compliance with the above shall be borne by the Contractor. The Contractor shall not make any claim for additional compensation due to delays in commencing the work due to compliance with the above.

Basis of Payment

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

Payment for this item shall be made as follows:

- a. 50% for upon installation of water course protection measures;
- b. 30% for maintenance prorated over construction period;
- c. 20% for removal of all water course protection measures and restoration of site to pre-construction state or better

Special Provision No. A3

ITEM #A3 - QUALITY CONTROL TESTING

Basis of Payment

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and materials required to perform all inspection and testing as specified in the Contract Documents. This includes, but is not necessarily limited to the following:

- Testing of granular materials and on site materials to be used as fill;
- Compaction testing of granular material and asphalt, placed in the Work;

- Testing as required to ensure that cement and aggregates used in concrete production meet the specifications;
- Required testing to ensure concrete can be produced by the concrete supplier as specified;
- Testing of field sample plates of hot mix asphalt for AC content and gradation
- Testing of concrete placed in the structure for Compressive Strength, Air Content and Slump in accordance with OPSS 904.
- All Certificates of Conformance sealed by a P.Eng. licensed in the Province of Ontario as detailed

Special Provision No. A4

ITEM #A4 - TRAFFIC CONTROL SIGNING

Scope

Under this item, the Contractor shall supply and maintain all temporary signing, traffic protection as per the Ontario Traffic Manual (OTM) Book 7.

Maintenance of the traffic diversion/detour for the duration of construction shall be included under this item including the repair of any potholes, etc.

Access is to be provided to the properties near the limits of the Work at all times with all signage provided by the Contractor.

The Contractor shall supply and install a Contractor Identification sign located as directed by the Contract Administrator. The sign shall include the Contractors name and phone number as a minimum.

The Contractor shall inform in writing all emergency services and school boards with respect to the roadway restrictions.

Lane closure signage shall be installed and maintained as detailed in OTM Book 7 Figure TL-21. A single lane of traffic to remain open at all times during construction as a minimum.

Included under this item shall be the supply, installation and maintenance of TC-54 markers in accordance with the requirements of Ontario Traffic Manual Book 7.

The Contractor shall notify each owner, householder and/or business establishment located within a 2 km radius of the bridge. The letter, complete in every detail and written on letterhead paper, shall be delivered by the Contractor to each house and/or business establishment prior to commencement of the work and the Contract Administrator shall be notified in writing when such notification has been served.

The Contractor's signage scheme must be submitted to the Contract Administrator for review a minimum of fourteen (14) days prior to commencement of the project. The Contractor shall maintain a daily sign diary confirming signage as per OTM Book 7.

The rehabilitation of the bridge shall be done in two (2) stages, as specified in the Contract Drawings. Any relocation of signage as required for each stage shall be included under this item.

Special Provision No. A5

ITEM #A7 - PORTABLE TEMPORARY TRAFFIC SIGNALS

1.0 SCOPE

This special provision covers the requirements for the installation of temporary portable solar traffic signals, which will be provided to the site by the County, for use on the project.

2.0 REFERENCES

This special provision refers to the following standards, specifications or publications: OPSS 601-Electrical Work General

3.0 MATERIALS

The County of Lanark will provide the Contractor with the temporary signals for the project. County staff will assist the Contractor with the basic set up of the signals at the commencement of construction.

The Contractor shall indemnify and hold harmless the County from all and every claim arising from the use of the temporary or portable equipment.

4.0 CONSTRUCTION

The contractor shall install and relocate the portable traffic signals at locations noted on the contract drawings, or as directed by the Contract Administrator.

The Contractor is responsible for the setting of all timing controls, switches and programming controls.

The Contractor is responsible for installing the traffic signal interval timing into the controller. The signals shall be set up so that the north-south traffic on Fallbrook Road is controlled on a timed setting. The initial timing shall be established in the field as directed by the Contract Administrator.

If required, the contractor shall adjust the signal timing, as directed by the Contract Administrator, to minimize or eliminate queuing traffic. When the contractor is actively working on site, the contractor shall operate the portable traffic signals in manual mode, as required, during peak hours to minimize or eliminate queuing traffic from blocking such intersections.

All temporary electrical work in the contract shall be fully maintained by the contractor to ensure 24hr operation. Included under this item shall be the powering of the temporary traffic signals via a generator in the event of lack of or malfunction of solar power as applicable.

The Contractor will perform all routine and emergency maintenance work required for proper operation of all temporary electrical work.

6.0 BASIS OF PAYMENT

Payment at the contract price for the above tender item shall include full compensation for all labour, equipment, and materials to do the work.

Forty percent (40%) of the Lump Sum amount bid will be paid to the Contractor upon activation of the signals. The remaining sixty percent (60%) will be paid when the signals have been returned in a good state of repair to Lanark County at the address above.

Special Provision No. B1

ITEM #B1 - REMOVAL OF ASPHALT PAVEMENT – FULL DEPTH

Scope

Under this item the Contractor will be required to remove and dispose of asphalt surfaces full depth on the approaches as detailed on the Contract Drawings. This item shall be paid by square metre regardless of the depth of asphalt removed. Included under this item shall be all sawcutting required to remove the asphalt in staged construction.

Traffic must be provided a paved driving surface at all times during construction.

All materials shall be disposed of offsite at a location approved by the Ministry of Environment to receive such material.

All cost associated with complying with this item shall be borne by the Contractor.

Special Provision No. B2

ITEM #B2 - REMOVAL OF ASPHALT PAVEMENT FROM CONCRETE SURFACES

Scope

Under this item the Contractor will be required to remove and dispose of the existing asphalt full depth on the existing bridge deck and approach slabs. This item shall be paid by square metre regardless of the depth of asphalt removed, however, it is known that approximately 80mm of asphalt is in place. Included under this item shall be all sawcutting required to remove the asphalt in staged construction, in addition to the removal of existing waterproofing.

All material shall be disposed of off-site at a location approved by the Ministry of Environment to receive such material.

All costs associated with complying with this item shall be borne by the Contractor.

Special Provision No. B3

ITEM #B3 - REMOVAL OF ASPHALT PAVEMENT – PARTIAL DEPTH

Scope

Under this item the Contractor will be required to remove and dispose of 40mm depth of asphalt step joint at the limits of paving to tie in the surface course asphalt. The base course asphalt shall be tied in by leaving a 50mm butt joint to the milled surface.

All cost associated with complying with this item shall be borne by the Contractor.

Special Provision No. B4

ITEM #B4 - REMOVAL OF CONCRETE CURB AND GUTTER

Scope

The work under this item includes the supply of all labour, material and equipment to remove and dispose of the existing concrete curb and gutter on the bridge approaches as detailed on the Contract Drawings, including the removal of the existing concrete curb and gutter outlets.

Special Provision No. B5

ITEM #B5 - CONCRETE CURB AND GUTTER AS PER OPSD 600.010

Scope

Payment at the contract price for the above noted item shall include full compensation for all labour, equipment, and material required to construct concrete curb and gutter as per OPSD 600.010, in the locations noted in the Contract Drawings. The new concrete curb and gutter shall match the dimensions of the existing and shall blend to match the barrier curb on the concrete approach slabs over a transition of +/-1m. The supply, installation, and compaction of Granular “M” base material to achieve the required grades shall be included under the item, Granular “M”.

The new concrete curb and gutter will be constructed in the same location and elevation of the existing unless otherwise directed by the Contract Administrator.

Special Provision No. B6

ITEM #B6 - CONCRETE CURB AND GUTTER OUTLET

Scope

Payment at the contract price for the above noted item shall include full compensation for all labour, equipment, and material required to construct concrete curb and gutter outlets as per the

Contract Drawings. The supply, installation, and compaction of Granular “M” base material to achieve the required grades shall be included under the item, Granular “M”.

Special Provision No. B7

ITEM #B7 - REMOVAL OF STEEL BEAM GUIDE RAIL

Scope

Under this item the Contractor will be required to remove and dispose of the existing steel beam guide rail at the direction of the Contract Administrator. The timing of the removal shall be approved by the Contract Administrator.

Also included under this item shall be the filling in of the remaining cavity with approved fill compacted as necessary.

All costs associated with complying with this item shall be borne by the Contractor.

Special Provision No. B8

ITEM #B8 - SINGLE RAIL STEEL BEAM GUIDE RAIL WITH CHANNEL

Scope

Included under this item shall be the installation of steel beam guide rail with channel as per OPSD 912.130. Included under this item shall be the installation of private entrance installations as per OPSD 912.531 and leaving end treatments as per OPSD 912.235 as detailed on the Contract Drawings.

Special Provision No. B9

ITEM #B9 - STEEL BEAM GUIDE RAIL STRUCTURE CONNECTIONS

Scope

The work under this item includes the supply of all labour, material and equipment to install the new steel beam guide rail structure connections as per OPSD 912.430. This shall include the supply and installation of the additional posts as well as the anchorages to the new concrete parapet walls including the embedded plate anchors as detailed on the Contract Drawings.

Special Provision No. B10

ITEM #B10 - HOT MIX PAVING – SP 12.5mm

Scope

For the Contract Unit Price, the Contractor shall supply, weigh and place compacted Superpave 12.5.

A Pre-Pave Meeting shall be conducted between the Contractor and the County, prior to paving to review the County's expectations.

Any debris resulting from cold milling, asphalt spills, cleaning of truck boxes or any other mess shall be cleaned up and disposed of by the Contractor to the satisfaction of the County.

Trucks shall have a designated area for cleaning their boxes, in a location that will not interfere with paving, and is approved by the Contract Administrator.

Prior to placing asphalt on a granular grade, the grade shall be deemed acceptable by the County.

No other joint than a longitudinal centerline joint will be permitted in the surface course of asphalt.

The Contractor shall take three samples, using the Quarter Master method: one Quality Assurance (QA), one Referee, and one Quality Control (QC), at a minimum of once per day, or as Directed by the Contract Administrator. The Contractor shall conduct the necessary QC testing required for that type of mix such as, but not limited to, Gradation, AC Content, and Air Voids. A copy of all QC test results will be forwarded to the County, immediately after the results are known. All QA samples for the County shall be delivered within four hours of sampling and will be tested at the discretion of the County. QC compaction testing shall be conducted randomly and the results submitted to the County on a daily basis.

The Contractor shall be responsible for the designing of asphalt mixes, which shall conform to the requirements for the type of asphalt mix as specified in the below Table.

HMA Type	Location in Contract	PGAC Grade	AC %	Max. RAP %
Superpave 12.5	Base/Surface	58-34	5.0	15

Acceptance of hot mix aggregates and asphalt cement shall be according to OPSS 1003 and OPSS 1101, respectively.

Special Provision No. B11

ITEM #B11 - PAVEMENT MARKINGS, TEMPORARY

Scope

Under this item the Contractor will be required to place the temporary stop bars in accordance with the Ontario Traffic Manual Book 7 and 11. The Contractor will be permitted to use paint for the temporary pavement markings between the limits of paving.

All layout shall be completed by the Contractor. All materials used under this item shall be identified and approved by the M.T.O. Designated Sources Manual. Prior to the placement of markings, the Contractor is required to place pre-markings and obtain approval from the Contract Administrator prior to placement of markings.

Any maintenance/repairs/reinstatement of the temporary pavement markings shall be completed by the Contractor at his expense.

Special Provision No. B12

ITEM #B13 - ROADWAY PROTECTION

Scope

As part of the work under the above tender item, the Contractor shall include the following:

Supply and construct roadway protection to stabilize any excavations at the ends of the structure as required to allow for the construction of the rehabilitated structure as detailed on the Contract Drawings.

Submission and Design Requirements

The requirements of OPSS 539.04 are amended by the addition of the following:

The Contractor shall give the Consultant written notice a minimum of 21 calendar days prior to the date that permission is required to proceed with construction of roadway protection.

The notice shall include six (6) copies of written descriptions, working drawings, and schedules that provide the following:

- The sequence and method of construction of roadway protection.

Permission to proceed with the above will be provided if the Consultant determines that the details of notice meet the requirements of this Special Provision and OPSS 539.

All drawings of the roadway protection, used for the above, shall bear the seal and signature of a Professional Engineer licensed to practice in Ontario.

Construction

After the roadway protection is no longer required all material shall be removed to a minimum depth of 1.0 m below finished ground.

Basis of Payment

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

Special Provision No. B13

ITEM #B14 - GRANULAR M, QUARRY SOURCE

Scope

Under this item the Contractor will be required to supply, place and compact Granular "M" material for component base construction as necessary for roadway profile correction as detailed on the Contract Drawings and for the installation of Curb and Gutter and outlets. All water required for compaction and dust control shall be included under this item.

It shall be the Contractor's responsibility to engage an independent certified laboratory to complete all testing of materials in accordance with OPSS and as directed by the Consultant. The Consultant must be supplied with certification and compaction test results from the designated geotechnical firm that the compaction of Granular "M" meets OPS Specifications prior to the placement of the base course asphalt.

Compaction testing of Granular "M" shall be paid under the item Quality Control Testing.

Special Provision No. B14

ITEM #B15 - ROCK PROTECTION

Scope

Under this item the Contractor shall supply and install a minimum depth of 500mm of rock protection on Class II geotextile. The supply and installation of geotextile shall be included under this item. The rock shall be placed on the embankments and along the front face of the bridge abutments as directed by the Consultant.

The rock protection shall have a D₅₀ of 300mm and the following gradation:

Percentage Passing	Diameter (in mm)	Stone Weight (kg)
100%	450	130
80%	350	70
50%	300	40
20%	200	10

The rock shall be a mix of various rock, broken rock, cobbles, and boulders with gradation as specified above. The rock provided shall be clean and free of fine material.

Rock protection shall be placed in a random but stable manner. Where rock protection is to be placed on a slope, the placing shall commence at the lower end of the slope.

The Contractor, at his expense, shall complete all excavation and disposal of material required to complete the work detailed as part of this item.

All surplus materials generated under this item shall be disposed of off-site an approved location provided by the Contractor at his expense.

Special Provision No. B15

ITEM B#16 - EARTH EXCAVATION, GRADING

Scope

Under this item the Contractor shall supply all labour, materials, and equipment required to complete all earth excavation/grading to allow for the installation of the new roadway structure and modifications of entrances as per the Contract Drawings. This shall include the removal of the stripping of all topsoil on the existing embankment, benching of the embankments as required, and the removal of any unsuitable materials from the road base.

All surplus material shall be disposed of off-site by the contractor at his expense.

All costs associated with complying with this item shall be borne by the Contractor.

Special Provision No. C1

ITEM C#1 - ACCESS TO WORK AREA / PLATFORM

ITEM C#2 - CONCRETE REMOVAL – FULL DEPTH

ITEM C#3 - CONCRETE REMOVAL – PARTIAL DEPTH TYPE ‘A’

ITEM C#4 - CONCRETE REMOVAL – PARTIAL DEPTH TYPE ‘B’

ITEM C#5 - CONCRETE REMOVAL – PARTIAL DEPTH TYPE ‘C’

The disposal of the excess materials off-site is to be included in the applicable unit price.

928.10 BASIS OF PAYMENT

Section 928.10 of OPSS 928, April 2012, is amended by the addition of the following:

928.10.02 Access to Work Area / Platform - Item

Payment at the Contract price for the above tender item shall be full compensation for all labour, equipment and material to do the work. The work shall be paid in accordance with the following schedule:

- 60% of the lump sum tender price will be paid upon supply of adequate access required in accordance with all Contract requirements and to the satisfaction of the Contract Administrator.
- The final 40% will be paid when work requiring access and work platforms is complete and all platforms are removed from the site.

928.10.02 Concrete Removal - Partial Depth Type ‘A’ – Item

Concrete Removal - Partial Depth Type ‘B’ – Item

Concrete Removal - Partial Depth Type ‘C’ – Item

Payment at the Contract price for the above tender items shall be full compensation for all labour, equipment and materials to do the following work:

- *Type 'A' removals shall include partial depth removal of:*
 - *Deteriorated concrete from the deck top surface, as determined by the Contract Administrator;*
- *Type 'B' removals shall include partial depth removal of:*
 - *Deteriorated concrete from deck soffit, girders and diaphragms, as determined by the Contract Administrator;*
- *Type 'C' removals shall include partial depth removal of:*
 - *Deteriorated concrete from abutments and wingwalls as determined by the Contract Administrator.*

The actual quantity shall be determined by actual measurement of the areas delineated by the Contract Administrator. No adjustment in Contract Price shall be made regardless of the final quantity for these items.

Costs associated with the work required to repair defects shall be the contractor's responsibility of no cost to the owner.

When the replacement of corrosion damaged reinforcing steel is required, payment for this work will be made under the appropriate items.

928.10.03 Concrete Removal – Full Depth - Item

Payment at the Contract price for the above tender items shall be full compensation for all labour, equipment and materials to do the following work:

Complete removal of portions of the structure as required to modify the abutments to semi-integral configuration including but not limited to:

- *Removal of wingwalls and cleats to the specified limits;*
- *Removal of deck ends, ballast walls and diaphragms to the specified limits;*
- *Removal of curb and deck edge;*
- *Removal of concrete abutments to the specified limits;*
- *Removal of steel railings, posts, concrete end walls;*
- *Removal of expansion joints assemblies, any other materials present in joint gaps;*

Any reinforcing steel shown on the drawing to remain shall be left in place as indicated and recoated with epoxy coated paint when identified on the drawings. Any reinforcing steel not designated to remain shall be cut flush with limit of removal, as detailed.

Special Provision No. C2

ITEM #C6 - EARTH EXCAVATION FOR STRUCTURE

902.04 SUBMISSION AND DESIGN REQUIREMENTS

Section 902.04 of OPSS 902, November 2010, is amended by the addition of the following:

902.04.02.03 Working Drawings

Working drawings for protection systems shall be according to OPSS 539.

Where unwatering is required, the Contractor shall be responsible for the design of the unwatering scheme for the intended purpose. The design of temporary structures or protection system for unwatering shall be according to OPSS 539.

902.09 MEASUREMENT FOR PAYMENT

902.09.01.01 Excavation for Structure

Subsection 902.09.01.01 of OPSS 902, November 2010, is deleted and replaced with the following:

"Earth Excavation for Structure" applies to the specific structure(s) designated, i.e., Bridge, Retaining Wall or Concrete Culvert, and is measured by lump sum.

The above measurement also includes, where applicable, the excavation quantities, below the designated payment surface, for placing granular backfill and for placing the granular frost tapers.

Where the structure excavation overlaps excavation required for other work, deductions will not be made to the structure excavation measurement.

Special Provision No. C3

ITEM #C7 - ABRASIVE BLAST CLEANING OF REINFORCING STEEL

929.07.05 Abrasive Blast Cleaning of Reinforcing Steel

The first paragraph of subsection 929.07.05 is deleted and replaced with the following:

This subsection applies to abrasive blast cleaning of existing reinforcing steel that is either epoxy coated or uncoated black steel.

The last sentence of the second paragraph in subsection 929.07.05 is deleted and replaced with the following:

After abrasive blast cleaning is completed, the Contractor shall examine the reinforcing steel to verify that the surface preparation conforms to the applicable visual standards given in SSPC-VIS

1, Visual Standard for Abrasive Blast Cleaned Steel.
OPSS 929 is amended by the addition of the following:

929.08 QUALITY ASSURANCE

After abrasive blast cleaning is completed, the abrasive blast cleaned concrete surfaces and reinforcing steel will be examined by the Consultant to verify that the requirements of Subsection 929.07.04 and 929.07.05 are being met.

929.09 MEASUREMENT FOR PAYMENT

929.09.01.01 Abrasive Blast Cleaning of Reinforcing Steel

The last sentence of the first paragraph in clause 929.09.01.01 is deleted and replaced with the following:

Where the removal exposes more than one mat of reinforcing steel and all layers of existing reinforcing steel are to be maintained, the measured area will be for each mat of exposed bars. There will be no measurement for abrasive blast cleaning reinforcing steel in areas that were not designated for concrete removal by the Consultant.

929.10 BASIS OF PAYMENT

Abrasive Blast Cleaning of Reinforcing Steel - Item

Subsection 929.10.01 is amended by the addition of the following:

When the contract does not contain a separate tender item for providing access to the work, the contract price for the abrasive blast cleaning items requiring the access shall include full compensation for all labour, equipment and materials to provide such access.

Special Provision No. C4

ITEM #C8 - REPLACE EXISTING REINFORCING STEEL BAR

Scope

The work under these items is for the replacement of bars exhibiting a section loss of 10% or more. The Contract Administrator shall delineate the extent of bars to be replaced. Replacement bars shall be of the same diameter as that of the bar being replaced.

All new bars shall be deformed, reinforcing steel conforming to CSA G30.18, Grade 400, unless shown otherwise on drawings. Plain bars are to be used at all locations.

Where bars are to be replaced, concrete shall be removed to the extents determined by the Contract Administrator and shall be chipped away to provide minimum 25mm clearance around the bar.

Basis of Payment

Replace Existing Reinforcing Bars

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to replace any corroded steel bars that become evident upon concrete removal. Chipping of concrete around the bar to provide the required clearance and supply and installation of new bars where required shall be included in the cost of this work.

Special Provision No. C5

ITEM #C9 - DOWELS INTO CONCRETE

ITEM #C10 - REINFORCING STEEL BAR

ITEM #C11 - REINFORCING STAINLESS STEEL BAR

904.07.10 Dowels into Concrete and into Rock

Section 904.07.10 of OPSS 904 is modified by addition of the following.

Dowels into concrete shall be anchored using HILTI HIT HY150 MAX adhesive. Holes shall be hammer drilled holes using carbide bits, to the depth, diameters and spacing as specified on the contract drawings. After installation, anchors are to be left undisturbed for the curing time as recommended by the manufacturer of the adhesive.

Section 904.10.02 of OPSS 904 is deleted in its entirety and replaced with the following:

904.10.02 Dowels into Concrete and into Rock

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and material to do the following work:

- *Drill and place 20M dowels as detailed on the Contract Drawings.*
- *Drill and place S-15M as detailed on the Contract Drawings.*
- *Drill and place S-20M as detailed on the Contract Drawings.*

Supply of the dowels is not included in this but is to be included as part of the supply of reinforcing steel.

905.05 MATERIALS

905.05.01 Steel Reinforcement

Steel reinforcement shall be according to OPSS 1440.

Reinforcement steel shall be produced by a manufacturer approved by the Owner.

The imperial and soft-converted metric bar size substitutions for metric bar sizes shown in Table 2 will be permitted on a one-for-one basis without adjustment.

Other imperial and soft-converted metric reinforcing stainless steel bar sizes may be substituted for metric bar sizes, subject to the following:

- a) The area of substituted steel reinforcement for the concrete component per linear metre or per gross cross-section area, as applicable, shall not be less than that shown for the concrete component on the Contract Documents.
- b) The spacing of substituted steel reinforcement for the concrete component shall be according to CAN/CSA-S6 and the Structural Manual.

Nominal cross-sectional areas of metric and imperial bar sizes used for determining substitutions shall be according to ASTM A 955M and CAN/CSA G30.18, respectively. Reinforcing stainless steel bars, stainless steel spirals, and stainless steel spiral spacers shall be of a stainless steel type specified in Table 1.

Special Provision No. C6

ITEM #C12 - CONCRETE IN DECK
ITEM #C13 - CONCRETE IN STRUCTURE
ITEM #C14 - CONCRETE IN APPROACH SLABS
ITEM #C15 - CONCRETE IN PARAPET WALLS

904.10 BASIS OF PAYMENT

Section 904.10 of OPSS 904 is deleted in its entirety and replaced with the following:

904.10.01.01 Concrete in Deck

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and material required to do the following work for concrete in deck:

- *Construct the deck curbs and deck exterior, as detailed on the Contract Drawings;*
- *Construct the ballast walls, including the supply and installation of the Sealtight Ceramar closed cell foam as detailed on the Contract Drawings;*
- *Construct semi-integral deck ends including diaphragm modifications, as detailed on the Contract Drawings;*

904.10.01.02 Concrete in Structure

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- *Construct the wing walls (caps and extensions), and cleats, as detailed on the Contract Drawings;*

All neoprene bearing strips, eva foam, etc, detailed on the drawings shall be included under the applicable concrete item.

904.10.01.03 Concrete in Approach Slabs

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and material required to construct the approach slabs as detailed on the Contract Drawings. Included under this item shall be the construction of the curbs as detailed, along the sides of the slabs.

904.10.01.04 Concrete in Parapet Walls

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- *Complete construction of the concrete railing end walls as detailed on the Contract Drawings*

Special Provision No. C7

ITEM #C16 - THREE TUBE RAILING ON CURB

Scope

908.10 Basis of Payment

Section 908.10.01 of OPSS 908 has been deleted in its entirety and replaced with the following:

908.10.01 Three Tube Railing On Curb

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment, and materials required to install the Three Tube Railing on Curb, as shown in the Contract Drawings.

Special Provision No. C8

ITEM #C18 - MODIFICATION OF DECK DRAINS

Scope

Included under this item shall be the supply and installation of the new deck drains with downspouts, as detailed on the Contract Drawings.

Special Provision No. C9

ITEM #C19 - TACK COAT

Scope

Included under this item shall be the supply and application of tack coat to the following:

- Bridge deck protection board and concrete curbs prior to base course paving;

- Base course asphalt and concrete curbs prior to surface course paving.

The application of tack coat required prior to bridge deck waterproofing will be paid for under Item C16, Bridge Deck Waterproofing.

Special Provision No. C10

ITEM #C20 - CONCRETE PATCHES – UNFORMED SURFACES

930.10 BASIS OF PAYMENT

Section 930.10 of OPSS.MUNI 930 is deleted in its entirety and replaced with the following:

904.10.01 Concrete in Unformed Surfaces

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- Complete unformed deck patch repairs as detailed on the Contract Drawings, including all required finishing and curing as specified;
- Provide any hot or cold weather protection measures are required.

Special Provision No. C11

ITEM #C21 - CONCRETE PATCHES – FORM AND PUMP

Work under this item is to be in accordance with the Provincial CDED Special Provision No. 109S50 (July 2007).

Special Provision No. C12

ITEM #C22 - CONCRETE PATCHES – PROPRIETARY PRODUCTS

Scope

As part of the work under this tender item, the Contractor shall include the following:

- *Repairs to spalled or delaminated areas of soffit, abutment, pier, or wingwall faces with the greatest dimension less than 300mm.*

Repair areas included as part of this item shall be identified by the Contract Administrator.

Material and Construction Requirements

This special provision covers the requirements for surface preparation and placement of proprietary products used for patching of concrete components. The removal of concrete shall be administered under a separate tender item.

References

This special provision refers to the following specifications:

Ontario Provincial Standard Specifications:

OPSS 928, April 2012 - Structure Rehabilitation - Concrete Removal

OPSS 929, November 2018 - Abrasive Blast Cleaning - Concrete Construction

Materials

The proprietary product(s) chosen must be suitable for the application chosen.

Submissions

The Contractor shall provide the Contract Administrator with four copies of the Manufacturer's specifications for placement of the patch material(s) at least one week prior to the placement of the material.

Construction

Access to Work Areas

The Contractor shall provide adequate access to facilitate any inspection or measurement of the work by the Contract Administrator as specified in OPSS 928.

Typical locations and areas of repair are as shown on the contract drawings. The actual locations and extent of repairs will be as determined by the Contract Administrator during the layout of the repair area in accordance with OPSS 928.

Surface Preparation

All concrete surfaces and exposed reinforcing steel against which the proprietary product is to be placed shall be thoroughly cleaned by abrasive blast cleaning in conformance with abrasive blast cleaning requirements described in OPSS 929.

Not more than one hour before placement of the proprietary product, all surfaces against which the product is to be placed shall be air blasted clean to remove all sand, dust and debris.

Placing Proprietary Product

The treatment of the patch area with a bonding agent and the mixing, placing, finishing and curing of the proprietary product shall be done in conformance with the Manufacturer's recommendations.

Environmental Protection and Management of Debris

The Contractor shall protect the environment by controlling his operations in a manner acceptable to the Owner. The protection system shall be such that no waste material is allowed to enter any watercourse.

The Contractor shall remove and manage all waste materials and formwork resulting from the surface preparation and patching operation as specified elsewhere in the contract.

Quality Assurance

Subsequent to the patch operation, the Contract Administrator will inspect the work to determine if the completed work contains:

- a) Debonded areas
- b) Open or torn surfaces
- c) Cracks wider than 0.3 mm
- d) Full depth cracks
- e) Surfaces that are too rough where waterproofing is required.

The areas containing the above unacceptable defects shall be removed and replaced.

Measurement for Payment

Measurement for payment will be of the volume in m³ of the proprietary product in place. The volume for individual patched areas will be measured to the nearest 0.001 m³. The final quantity will be calculated by adding the volumes of the individual patched areas and rounding off the total quantity to the nearest 0.01 m³.

No measurement will be made for areas of new patches that were removed according to the Quality Assurance section of this Special Provision.

Basis of Payment

Payment at the unit price bid for this tender item shall be full compensation for all labour, equipment and materials to do the work including provision of access when there is no separate tender item.

Special Provision No. C13

ITEM #C23 - PIPE SUBDRAIN

405.10 BASIS OF PAYMENT

Section 405.10.01 of OPSS 405 is deleted in its entirety and replaced with the following:

405.10.01 Pipe Subdrain – Item

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and materials to do the following work:

- *Install 150mm diameter perforated subdrain where indicated on Contract Drawings.*
- *Place 20mm crushed stone wrapped in filter fabric around subdrains.*
- *Extend subdrains to a suitable outlet in accordance with instructions from the Contract Administrator, including the coring of existing wingwalls as necessary.*

- *Excavation and backfill required to install the subdrains.*
- *Restoration of surfaces beyond the road bed or structure damaged during installation.*
- *Installation of rodent gates at subdrain outlets*

Special Provision No. C14

ITEM C#24 - GRANULAR BACKFILL TO STRUCTURE

Scope

The requirements of OPSS 902 shall apply to the above item, except as otherwise specified below.

902.05 MATERIALS

Section 902.05 of OPSS 902 is modified by the addition of the following:

902.05.04 Backfill

The Contractor shall be responsible for ensuring the quality of the material used for backfill which shall not be frozen and shall be protected from freezing as necessary during backfill operations. The quality of the material shall be verified by test results from a qualified and recognized testing laboratory. The frequency of sampling and testing shall be according to ASTM D 75-87 and D 3665.

902.09 MEASUREMENT FOR PAYMENT

Section 902.09 of OPSS 902 is amended by the addition of the following:

902.09.03 Non-Measurement

902.09.03.01 Granular Backfill to Structure

There will be no measurement for the above item when designated in the tender as Lump Sum.

902.10 BASIS OF PAYMENT

Section 902.10.03 of OPSS 902 is deleted in its entirety and replaced with the following:

902.10.01 Granular Backfill to Structure - Item

Payment at the Contract Price for this item shall be full compensation for all labour and equipment required for the backfilling and compacting of the structures with Granular "M", to the underside of asphalt base course.

The structure excavation and backfill shall be completed as per the Contract Drawings, including the installation of the frost tapers.

The Contractor will be required to supply and place backfill materials that are not frozen and shall be protected from freezing as necessary during backfill operations. Any restoration of the site in the spring as a result of frost and/or placement of frozen materials shall be completed at the Contractors expense.

All costs associated with compaction testing of the Granular "M" at the midpoint of the backfill and at the final grade, prior to paving, shall be included under the item *Quality Control Testing*.

Granular "M" must be compacted to at least 95% of its maximum dry density.

Special Provision No. C15

ITEM #C25 - CONCRETE SEALER

Scope

As part of the work under the above tender item, the Contractor shall include surface preparation and application of a concrete sealer to exposed concrete in the following areas:

- Inside, top and outside face of concrete parapet end walls;
- Fascia of bridge deck;
- Soffit of exterior bridge deck from bottom of fascia to top flange of outside girder

Materials

The concrete sealer used shall be CIPADAM S-15 Ultra, a two coat protection system which prevents the intrusion of chlorides and water. The two coat system consists of:

- A) A base coat of CIPADAM S-15, a silane base which penetrates into the substrate and reduces chloride ion migration through cement materials.
- B) The top coat is CIPADECK Paver and Concrete Sealer. It is a colorless acrylic resin in a solvent base or CIPADECK Cure & Seal WB

This product is available from Construction Products Distribution Services, 219 Connie Crescent, Unit 13, Concord, Ontario, L4K 1L4, Tel: (905) 669-5013. A comparable alternative sealer will also be acceptable at the discretion of the Contract Administrator.

The material shall be stored in a dry, frost free environment protected from direct heat. The containers shall remain sealed until their contents are required for use. The contents of any opened container shall be used within 48 hours or discarded.

Newly Placed Concrete

Sealer shall be applied using spray equipment recommended by the sealer's manufacturer.

Any repairs to concrete surfaces shall be carried out prior to surface sealing.

Application of a sealer shall be carried out at no less than 28 days after new concrete has been placed.

Surface Preparation

Prior to the application of the primer, the entire surface to be sealed shall be abrasive blast cleaned as per OPSS 929 to remove laitance, contamination, loose materials, and any traces of curing compounds and release agents.

Sealer Application

Concrete areas to be treated shall be surface dry for a minimum of 24 hours prior to sealer application. Artificial drying shall not be permitted. Sealer shall not be applied under any of the following conditions:

- Ambient temperature is less than 0°C
- Temperature of the concrete surface is greater than 25°C
- Rain is forecast within the next 48 hours
- Exposed asphalt pavement and joint sealants shall be masked off before the sealer application.

Concrete shall receive one application of the penetrating base coat and one application of the top coat. The rate of application shall be as recommended by the product's manufacturer. The sealer shall be applied by spraying, working from the bottom of the wall upwards

Primer shall be allowed to dry before application of the top coat. The drying period shall be as specified by the sealer's manufacturer.

The Contractor shall take all necessary precautions to prevent spills, overspray, splatter and rundown spills. Overspray and splatter shall be removed at the Contractor's expense. Rundown shall be brushed or rolled down.

Basis of Payment

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