



TENDER

GLEN TAY AND NOONAN BRIDGE REHABILITATIONS

CONTRACT #2019-PW-002

TENDERS RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
CONTRACT #2019-PW-002**

PART “A” – INFORMATION TO BIDDERS

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Corporation of Tay Valley Township (“the Township”), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, March 7th, 2019**.

Tenders received after closing time will not be considered.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca

One copy of the **completed Form of Tender**, Part “D”, on the forms provided, shall be submitted. All information shall be shown in the tender in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the Tender Label – Form 5 (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley’s Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part “A” - Information to Bidders.

Tenders received by fax or email will be disqualified.

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PART "A" – INFORMATION TO BIDDERS

2. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued by the Clerk to Bidders as a written Addendum. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date.

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

4. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

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PART “A” – INFORMATION TO BIDDERS

5. Tender Deposit

Each Tender shall be accompanied by a certified cheque or Bid Bond in the amount of ten percent (10%) of the bid price payable to the Township, “Tay Valley Township”. This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Tender Deposit – Method of Return – Form 4**.

6. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the tendered price.

7. Health and Safety

The Bidder assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company’s Health and Safety Policy, dated not later than **2019**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Tender.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

8. Accessibility

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in **Part E**.

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PART “A” – INFORMATION TO BIDDERS

9. Bidder’s Checklist

To assist Bidders with completing a response to this Tender, a Tender Checklist is included in Part D.

10. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder’s discretion. Withdrawal notification must be in written form, signed and must be submitted to the Clerk. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

11. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

12. Tender Results

The names of the Bidders and total bid prices will only be made available at the Tender Opening. After the Tender Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices, as read out at the Tender Opening, will be given in the reply. Bid results will be posted on the Township’s Website at www.tayvalleytwp.ca within 48 hours of the Tender Opening.

13. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township’s procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Company’s name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of ninety (90) calendar days** from the closing date of the receipt of Tenders. **The Township anticipates awarding the Contract no later than April 23rd, 2019.**

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PART “A” – INFORMATION TO BIDDERS

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

14. Insurance

The successful Company shall provide the following insurance:

General Liability Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence.
- b) *The Corporation of the Township of Tay Valley and D.M. Wills Associates Limited* shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability – oral and written
- e) The policy shall provide the Township with 30 days’ notice of cancellation or nonrenewal.
- f) Non-owned Automobile Coverage for a limit of not less than \$2,000,000 including contractual non-owned coverage.
- g) Contingent Employer’s Liability.
- h) Broad Form Property Damage.

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PART “A” – INFORMATION TO BIDDERS

Contractors’ Equipment Insurance

“All risks” contractors’ equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days’ notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Township agrees to waive the equipment insurance requirement.

Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and Tay Valley Township 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 \$5,000, 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.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days’ notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Tay Valley Township, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

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PART “A” – INFORMATION TO BIDDERS

15. Bonding

Performance Bond

A Performance Bond in the amount equal to one hundred percent (100%) of the Total Tendered Price will be required on acceptance of the Contract and prior to the commencement of any work. The Bond will be furnished by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

The Performance Bond shall guarantee workmanship and materials as well as all maintenance required for a period of twelve (12) months from the date of acceptance of the works.

Labour and Material Bond

A Labour and Material Payment Bond satisfactory to the Township shall in the amount of fifty percent (50%) of the Total Tendered Price for a one year period, and issued by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

Maintenance Bond

A Maintenance Bond satisfactory to the Township in the amount of one hundred (100%) of the Total Tendered Price for a one year period, and issued by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

16. Failure to Enter into an Agreement

In addition to all of the Township’s other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

17. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

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

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PART “A” – INFORMATION TO BIDDERS

18. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

19. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township’s written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company’s default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

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PART “A” – INFORMATION TO BIDDERS

20. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

21. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

22. Payments

The Company shall invoice the Township, “Tay Valley Township”, monthly, for services and materials provided.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

23. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Township.

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PART “B” – GENERAL CONDITIONS

1. Ability and Experience of Bidders.

The Township reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time, is not furnished by the Bidder where requested by the Township. This evidence shall be provided by completing the following statements:

Statement ‘A’ – Bidder’s Experience (see Form of Tender)

As an integral part of the Form of Tender, the Bidder shall list three examples of their experience in work of a similar nature to that being tendered, which it has successfully completed in the last three years.

Statement ‘B’ – List of Proposed Subcontractors (see Form of Tender)

As an integral part of the Form of Tender, the Bidder shall provide the name, the category of work and the address of all subcontractors proposed in this Tender.

2. Co-ordination Meetings

The Contractor shall attend such meetings with the Township as may be required to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within 10 days of notification of acceptance of the Tender by the Township.

3. Hours of Work

The Contractor’s operations under the Contract will be restricted by daylight hours, Monday to Friday half an hour after sunrise and half an hour before sunset. No work will be permitted on weekends or statutory holidays, unless otherwise approved.

4. Utilities

The Contractor shall be responsible for the protection and locating of all utilities at the job site during the time of construction. The Township will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

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PART "B" – GENERAL CONDITIONS

5. Guaranteed Maintenance

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months in accordance with Section GC 7.16.02 of OPSS General Conditions (MUNI. 100).

The Contractor shall make good in a permanent manner, satisfactory to the Township, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Township. The severity of defective work shall be identified by and evaluated at the discretion of the Township.

In the event the Contractor refuses or is unable to carry out the repairs on defective work, the Township shall use the holdback funds to have the remedial work completed to the Township's satisfaction.

6. Restrictions on Open Burning

Open fires will not be permitted within the limits of this Contract. Brush and debris must be disposed of in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

7. Contract Time and Liquidated Damages

Progress of the Work and Contract Time

Forthwith upon acceptance of this Contract, the Contractor shall provide a "Contractor's Schedule of Work" to the Township.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor's firm who can be contacted in the event of emergencies. The Contractor must prepare and submit its schedule to the Township within ten (10) calendar days of Contract acceptance and prior to start of construction.

The Contractor shall accomplish Substantial Performance of this Contract as defined in Section GC8.02.04 of the OPSS General Conditions (MUNI. 100) **on or before November 1st, 2019.**

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PART "B" – GENERAL CONDITIONS

If the Contract time allowed by the above-noted 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 contract time 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.

If completion of the project is delayed beyond the time specified in the Contract, and the delay is not excused by the Township, the Contractor shall pay to the Township the sum of \$1,000 per day for each calendar day during which completion of the project is delayed beyond the time specified for completion.

8. Dust Control

As part of the work required under the scope of work of this Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from its operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

9. Use of Sub-Contractors

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. The list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible for. The Township has the right to reject any of the sub-contractors so named. In this event, the Contractor shall arrange to have the proposed work done by such other sub-contractors as may be approved by the Township.

Should the Contractor cease operation, under no circumstances shall sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Township, in writing, of the names and positions of the person or persons so representing the Contractor.

10. Traffic Control and Construction Signs

In accordance with Section GC7.06 of OPSS General Conditions (MUNI. 100), the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the project.

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PART "B" – GENERAL CONDITIONS

Traffic controls shall be provided in accordance with the latest edition of the Ontario Traffic Manual, Temporary Conditions, Book 7.

Traffic controls shall be operational before work affecting traffic begins.

11. Maintenance of Traffic

The Contractor shall maintain all pre-construction traffic lanes open for traffic at all times except when lane closures are required to allow for construction operations as approved by the Township in writing. Only single-lane closures shall be permitted.

Vehicular and pedestrian access shall be maintained to all properties abutting this Contract at all times.

12. Storage Areas

The Contractor shall obtain the approval of the Township prior to designating areas within the road allowance for storage of their equipment and materials for housing.

13. Occupational Health and Safety Act – Designated Substances

The Contractor shall be responsible for determining the presence of designated substances on the sites within the limits of this Contract in accordance with the requirements of Section 30 of the *Occupational Health and Safety Act*. The Contractor shall identify and report any designated substances determined to be present to the Township and ensure that all sub-contractors performing work under the Contract have received a copy of the report.

The Contractor shall comply with the governing Ministry of Labour regulations respecting protection of workers, removal, handling and disposition of the designated substances determined to be present with regards to this Contract. All related costs shall be deemed to be included in the appropriate tender items.

14. Workplace Hazardous Material Information System (WHMIS)

Prior to the commencement of work, the Contractor shall provide to the Township a list of those products controlled under WHMIS which it expects to use on this Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled.

The Contractor shall notify the Township in writing of changes to the list and provide the relevant Safety Data Sheet.

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PART "B" – GENERAL CONDITIONS

15. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall immediately be reported to the Township. Such spills or discharges and their adverse effects shall be as defined in the *Environmental Protection Act*.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall immediately be reported to the Township.

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

16. OPS General Conditions

The OPS General Conditions have not been reproduced as part of these Contract documents. It will be the responsibility of the Contractor to obtain current copies of these documents.

17. Protection of Water Quality

At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter streams.

No waste or surplus organic material, including topsoil, is to be stored or disposed of within 30 metres of any watercourses. Run-off from excavation piles will not be permitted to drain directly into watercourses but shall be diffused onto vegetative areas a minimum of 30 metres from the watercourse. Where this measure is not sufficient or feasible to control sediment entering the watercourses, sedimentation traps or geotextile coverage will be required.

If dewatering is required, the water shall be pumped into a sedimentation pond or diffused onto vegetated areas a minimum of 30 metres from the watercourses and not pumped directly into the watercourses.

No machinery shall enter the creek bed of any watercourse. Movement of construction equipment in the vicinity of any creeks shall be limited to the minimum required for construction.

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PART "B" – GENERAL CONDITIONS

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 100 metres of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

18. Mailboxes

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are damaged as a result of construction activities or any other activity related to the execution of this Contract, the Contractor will be responsible for replacement at no additional cost.

19. Private Entrances

The Contractor is responsible for ensuring private entrances affected by the scope of work within this Contract are restored to a reasonable gradient with the elevation of the new road surface.

20. Endangered Species

It is the responsibility of the Contractor to ensure the Protection and Recovery of Endangered Species as set out in the *Endangered Species Act, 2007*.

21. Sampling and Testing

Sampling and testing to be performed as per OPSS.MUNI.310 (Asphalt) and OPSS.MUNI.1350 at the expense of the Contractor. Sampling technician and testing facility shall be approved by the Township in advance.

22. Prevention of Damage

The failure of the Township 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 its responsibilities under this Contract.

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PART "B" – GENERAL CONDITIONS

23. Emergency and Maintenance Measures

Wherever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the Contractor shall be provided to the Township. 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 Township, in case 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 Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

24. Losses and Damages

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 its 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.

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PART “C” – SPECIAL PROVISIONS

**ITEM A1 AND ITEM B1
ENVIRONMENTAL / WATERCOURSE PROTECTION**

Amendments to OPSS.MUNI 182, November 2017

182.01 Scope

Section 182.01 of OPSS MUNI.182 is amended by the addition of the following:

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

- Light Duty Silt Fence Barriers as per OPSD 219.110;
- Straw Bale Flow Checks as per OPSD 219.180;
- Temporary Rock Flow Checks as per OPSD 219.210; and
- Turbidity Curtain as per OPSD 219.260.

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

- i) Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- ii) Placement of filter cloth over all catch basins, manhole covers and deck drains within the construction zone to contain all sediment run-off as a result of the work;
- iii) Provide all protection measures to ensure that no deleterious material from any operation enters the stream with particular concern for demolition debris and sediment from runoff;
- iv) No refuelling of vehicles, equipment, etc. is to take place within 100m of a watercourse;
- v) Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- vi) Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;
- vii) Machinery shall not operate directly in a watercourse.

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182.10 Basis of Payment

Section 182.10 of OPSS MUNI.182 is amended by the addition of the following:

Partial payments will be made on the following basis:

- i) 60% of the tender amount will be paid upon installation of all appropriate measures to the satisfaction of the Contract Administrator.
- ii) The remaining 40% will be paid upon completion of construction to the satisfaction of the Contract Administrator.

**ITEM A2 AND ITEM B2
HOT MIX HL-3**

Amendment to OPSS.MUNI 310, November 2017

310.01 Scope

Section 310.01 of OPSS 310 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment and materials necessary to supply and place HL-3 asphalt according to the appropriate Ontario Provincial Standard Specification(s), as shown on the Contract Drawings and as directed by the Contract Administrator, including placement of Granular “A” and reshaping subgrade as may be required to achieve final grades.

Asphalt on bridge deck and approach slabs shall be placed in two lifts.

All asphaltic concrete work shall be completed in accordance with OPSS 310 and OPSS 1150. Asphalt cement supplied shall be PGAC 58-34 and no reclaimed asphalt is to be used.

The Contractor shall submit the asphalt mix design for the Contract Administrator’s approval.

310.10 Basis of Payment

310.10.01 Hot Mix HL-3

Section 310.10.01 of OPSS 310 is amended by the addition of the following:

The unit price shall be complete and include but not be limited to:

- i) Any saw cutting in long straight lines of existing asphalt / surface treatment.
- iii) Grading, levelling and compacting the existing / new granular base.

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- iv) Temporary ramping at limits of construction or as directed by the Contract Administrator and removal of ramping in advance of the placement of the surface course asphalt.
- v) Cleaning base course asphalt with a power broom or other means capable of leaving a clean, dry surface prior to construction of the surface course asphalt.
- vi) Tack coat to be applied over protection board, between lifts and at joints.

**ITEM A3 AND ITEM B3
GRANULAR ‘A’**

Amendments to OPSS.MUNI 314, November 2016, OPSS.MUNI 501, November 2017

314.01 Scope

Section 314.01 of OPSS MUNI.314 is amended by the addition of the following:

Under this Item and for the Contract unit price, the Contractor shall supply, place and compact in accordance with OPSS 501, the Granular ‘A’ material required for backfilling and bedding, as shown on the Contract Drawings, and as directed by the Contract Administrator. Granular ‘A’ shall be placed in 150mm lifts and compacted to 100% SPMDD.

The extent of the Contract price item for placing granular backfill and subgrade materials shall be as shown on the Drawings. Where, however, the Contractor has excavated beyond these limits, or has failed to place earth fill up to the lower limits, he shall supply, place and compact, to the satisfaction of the Contract Administrator, either earth or granular material, whichever the Contract Administrator shall direct, as required to fill the resulting excess volume. All costs of supplying and placing such additional material shall be at the Contractor’s expense.

The unit price shall be complete and include but not be limited to:

Granular ‘A’

- i) Backfill at approaches
- ii) Granular subgrade under new asphalt at approaches;
- iii) Granular ramping at roadway/driveway entrances to accommodate any grade raise;
- iv) Backfill for new Timber Retaining System (all quadrants Noonan Side Road Bridge);

Water shall be applied to the material to assist compaction, as directed by the Contract Administrator, and shall also be included in the Contract prices.

The Contractor shall not be permitted to use other than hand operated vibratory type compaction equipment for compaction of backfill material within the restricted zone adjacent to the timber retaining systems. The restricted zone is defined within OPSS 501.

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**ITEM A9
TRAFFIC CONTROL SIGNING**

Amendments to OPSS.MUNI 706, April 2018

706.01 Scope

Section 706.01 of OPSS.MUNI 706 is amended by the addition of the following:

Under this item and for the Contract price the Contractor shall provide all labour, equipment, and materials necessary to meet the traffic management restrictions and requirements to complete the following:

The contractor shall **maintain a single lane of staged traffic** for the duration of construction, controlled by temporary traffic signals on each approach, all of which shall be completed in accordance with the Contract Drawings and the Ontario Traffic Manual (Book 7), Temporary Conditions. The Contractor shall supply, locate, relocate, erect, operation, maintain, and remove all construction signs, delineators, precast concrete barriers, end treatments, pedestrian barricades, etc.

706.02 References

Section 706.02 of OPSS.MUNI 706 is amended by the addition of the following:

All Traffic Control and Signage shall be in accordance with OPSS 706, the "Ontario Traffic Manual – Book 7 – Temporary Conditions", "Ontario Traffic Manual – Book 5 – Regulatory Signs", and the Occupational Health and Safety Act, except as may be indicated otherwise in this section.

All references in OPSS 706 to "Traffic Control Manual for Roadway Work Operations", "Manual of Uniform Traffic Control Devices" or "M.U.T.C.D." shall be replaced by the "Ontario Traffic Manual – Book 7 – Temporary Conditions" (OTM – Book 7).

Traffic control on this Contract shall be in conformance with Ministry of Labour Policies, Occupational Health and Safety Act any safety the provisions of Tay Valley Township and the procedures outlined in the pamphlet entitled "Correct Methods for Traffic Control" issued by the Construction Safety Associations of Ontario. Copies of this pamphlet may be obtained from the Ministry of Transportation's District Office.

706.03 Definitions

Section 706.03 of OPSS.MUNI 706 is amended by the addition of the following:

For the purposes of this Contract, the OPSS MUNI.706 definition of "Construction Signs" is amended to include all Contract Identification and Public Advisory Signs.

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706.04 Design and Submission Requirements

Section 706.04 of OPSS.MUNI 706 is amended to include the following:

The Contractor shall provide the Contract Administrator with a detailed construction sign plan prior to moving onto the site. The plan shall include all necessary advisory and contract identifications signs, and all detour warning signs including type, size and location as well as all signs and barricades required to limit vehicle and pedestrian traffic during construction.

Contract Identification and Public Advisory signs as described shall be placed at both ends of the work areas and should be identified on the Contractors detailed signing plan.

706.05 Materials

Section 706.05 of OPSS.MUNI 706 is amended by the addition of the following:

Public Advisory Signs shall be minimum 2400 mm x 1200 mm size.

Public Advisory Signs shall have an orange background with black lettering.

706.07 Construction

Section 706.07 of OPSS.MUNI 706 is amended by the addition of the following:

The Contractor is required to install TC-64 signage (one sign on each approach) at least two weeks prior to the start of construction, notifying the public of the upcoming bridge work, what closures are taking place, and the anticipated completion date.

Signs shall be in place before work-affecting traffic begins. They shall be well maintained to be effective at all times and remain operational throughout the duration of construction, all in accordance with Ontario Traffic Manual (Book 7).

The Contractor is required to provide two (2) weeks notice to the Township with regard to construction start date.

The Contractor is responsible for the removal, salvage, storage and replacement (in their original locations) of all signs and signposts that interfere with the installation of the proposed facilities.

During construction, the Contractor shall either:

- a) store the signs and posts in a safe and secure manner;
- b) temporarily re-install the signs as necessary for the safety of the public, e.g. stop signs.

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The Contractor will be responsible for any signs, and sign posts that are damaged or misplaced.

The Contractor shall be responsible for barricading and protecting the work site.

No additional payment shall be made for this work.

The Contractor shall inspect all traffic protection and traffic signage on a daily basis.

The Contractor shall ensure that no construction materials enter the watercourse and that at no time any construction operations will impede marine traffic.

706.10 Basis of Payment

Section 706.10 of OPSS.MUNI 706 is removed and replaced with the following:

Payment at the Contract price for the above item shall be full compensation for all labour, Equipment, and Material to do the work.

For progress payment, forty percent (40%) of the lump sum price will be paid upon supply and installation of all signs, markings and protection measures associated with each stage of the work. The remaining twenty percent (20%) shall be paid upon successful completion of the Contract.

Reinstallation of permanent traffic control signs affected by construction shall be at no additional cost to the Owner.

**ITEM A10
PORTABLE TEMPORARY TRAFFIC SIGNALS**

Scope

This Special Provision covers the requirements for the supply, installation, operation and maintenance of portable temporary traffic signals, temporary illumination and associated power supply. The traffic control signals shall be utilized in accordance with Ontario Regulation 606, Portable Lane Control Signal Systems (Highway Traffic Act). The temporary portable traffic signals shall comply with all requirements under this Special Provision, with the Ministry of Transportation *Portable Temporary Traffic Signals Policy*, dated October 2012, Ontario Traffic Manual (OTM) Book 7, Temporary Conditions, and OTM Book 12, Traffic Signals.

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References

This Special Provision refers to the following standards, specifications or publications:

- Ontario Traffic Manual Book 7, Temporary Conditions
- Ontario Traffic Manual Book 12, Traffic Signals
- MTO Portable Temporary Traffic Signals Policy

Definitions

Portable Temporary Traffic Signals: means trailer mounted traffic control signals that receive power from a solar power system or generator. Portable temporary traffic signals shall have as a minimum one luminaire mounted over each portable temporary traffic signal trailer. The traffic signal heads shall be equipped with yellow backboards. Two traffic signal heads are required on each trailer unit.

Materials

Portable Temporary Traffic Signals

Portable temporary traffic signals shall be supplied as specified elsewhere in the Contract Documents. On each trailer, the Portable Temporary Traffic Signal shall have a minimum mounting height of 5 m for the primary signal head.

The primary and secondary signal heads shall be separated by a minimum of 3.0 metres laterally.

Temporary Illumination

Temporary illumination shall conform to the following:

- a. Minimum of one luminaire mounted over each portable temporary traffic signal trailer.
- b. Each luminaire shall have an output of 22,000 lumens.
- c. Each luminaire shall be mounted a minimum of 9 meters vertically from the roadway surface.
- d. The temporary luminaire shall be powered solar power, batteries or temporary hydro connection. Generators will not be permitted for use during overnight hours except as in an emergency backup basis. The contractor shall investigate the power usage of the luminaires and make arrangements for power accordingly. Temporary Hydro connections and power consumed will be at the Contractors own cost and shall be deemed to be included as part of this Item.
- e. Switch on shall be set at 16 Lux and switch off shall be set at 50 Lux.

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The Contractor shall install and relocate the portable temporary traffic signal and temporary illumination units at the locations indicated in the Contract Drawings, or as directed by the Contract Administrator.

The Contractor shall insure that the portable temporary traffic signals are installed on a level and stable surface. The contractor is required to supply and place a platform if a level and stable surface is not available.

The Contractor is responsible for ensuring that all controller and conflict monitor programming is installed, and is responsible for setting all timing controls, switches and programming controls.

The Contractor is responsible for installing the traffic signal timing into the traffic signal controller as indicated in the timing sheet shown in the “Timing Sheet Form” included in this Special Provision. The Contractor is responsible for verifying to their own satisfaction, that the signal timing is consistent and complete.

The Contractor is required to provide two (2) weeks notice to the Township with regard to the date that the temporary traffic control signals are to become active.

The Contract Administrator shall review the signal operation during signal turn on. The Contractor shall ensure that pavement markings and signage consistent with the Contract Drawings are in place prior to signal turn-on.

If required, the Contractor shall manually override the traffic signal operation 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 fixed/actuated or manual mode as required to eliminate queuing traffic whenever it occurs. The Contractor shall record the date, start and end time of each manual override occurrence of the traffic signal operation. This information shall be recorded in the log book as specified elsewhere in the Contract Documents.

The Contractor shall ensure 24-hour operations and shall perform all routine and emergency maintenance work required for proper operations of the portable temporary traffic signals as specified elsewhere in the Contract Documents.

Operational Characteristics

Portable temporary traffic signals shall be set up with the following operational modes set/activated:

- Fixed time/Actuated – lights operating automatically using user-selected preset times or

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using detection, depending on contract requirements.

- Default mode – flashing red shall display in both directions (at both master and slave trailers) at the same time.
- Manual mode – will allow an operator to interrupt the other modes and return to the previous mode when finished.
- Default Mode Warning System – the portable temporary traffic signals shall have the cell/satellite paging warning system activated and monitored, to advise the Contractor when the signals have gone into the “default mode”.
- Be able to communicate between the master and slave units through either radio or hardwire with conflict monitoring enabled to ensure malfunctions are identified. The units shall be set up so that if communications are lost, both units will revert to “default mode” operation.

Portable temporary traffic signals shall be operated in accordance with the Ontario Traffic Manual Book 7, Temporary Conditions and the Ontario Traffic Manual Book 12, Traffic Signals.

Quality Control

As part of the Contractor’s quality control procedures in installing the portable temporary traffic signals, the Contractor shall have a technical representative of the manufacturer visit the site of the portable temporary traffic signals on two different occasions.

The Contractor shall have the technical representative at the site providing assistance during the initial set-up of the unit. The representative shall remain on site until the unit is operating to the satisfaction of the Contract Administrator. No extra payment will be made for any additional manufacturer/supplier site visits.

Payment

Payment at the Contract price for the above item shall be full compensation for all Labour, Equipment, and Materials to do the work and includes relocation of the portable temporary traffic signals and illumination.

For progress payment, fifty percent (50%) of the lump sum price will be paid upon supply and installation of temporary portable signals. The remaining fifty percent (50%) shall be paid upon successful completion of the Contract.

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**ITEM A18
CONCRETE IN SUBSTRUCTURE**

Amendments to OPSS.MUNI 904, November 2012

904.07 Construction
904.07.06 Placing of Concrete

904.07.06 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete in Substructure shall include the following, all as shown on the Drawings:

- Supply, form, place, and cure concrete in the reconstructed wingwalls;
- Supply, form, place, and cure concrete in the reconstructed ballast wall at the south abutment;
- Supply, place and compact Granular “A” backfill incidental to the work.

All concrete surfaces against which new concrete will be placed shall be roughened as part of this item.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A19
CONCRETE IN DECK**

Amendments to OPSS.MUNI 904, November 2012

904.07 Construction
904.07.06 Placing of Concrete

904.07.06 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete in Deck shall include the following, all as shown on the Drawings:

- Supply, form, place, and cure concrete in the reconstructed deck cantilevers & curbs;
- Supply, form, place, and cure concrete in the reconstructed deck end at south abutment.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A20
CONCRETE IN APPROACH SLABS**

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Amendments to OPSS.MUNI 904, November 2012

**904.07 Construction
904.07.06 Placing of Concrete**

904.07.06 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete in Approach Slabs shall include the following, all as shown on the Drawings:

- Supply, form, place and cure concrete in the approach slabs.
- Supply and install Type ‘A’ bituminous joint filler between approach slabs and wingwalls.
- Supply and install polystyrene on cleats.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A21
CONCRETE IN PARAPET WALL**

Amendments to OPSS.MUNI 904, November 2012

**904.07 Construction
904.07.06 Placing of Concrete**

904.07.06 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete in Parapet Wall shall include the following, all as shown on the Drawings:

- Form and reinstall the existing bridge plaque(s) in the parapet end wall(s).

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A25 AND ITEM B10
BRIDGE DECK WATERPROOFING**

Amendments to OPSS MUNI.914, November 2014

**914.07 Construction
914.07.05 Membrane Reinforcement**

Subsection 914.07.05 of OPSS 914 is amended by the addition of the following:

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- a) Supply and install membrane reinforcement over the joints between new and existing concrete in bridge deck.
- b) Supply and install membrane reinforcement over the joints between bridge deck and approach slabs.
- c) Supply and install all required backer rods, joint filler, sealants, caulking, etc. to constructed the detail at the fixed joint (south abutment).

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

914.07.07 Form and Fill Grooves

The first paragraph of Subsection 914.07.07 of OPSS 914 is deleted and replaced by the following:

Where hot mix asphaltic concrete is carried directly over expansion and fixed joints and where specified in the Contract Documents, a 20mm wide and 40 mm deep rectangular groove shall be formed. This groove shall be made either by dry sawing or routing, with vertical sides, and be located directly over the joint for the full length of the joint.

Subsection 914.07.07 of OPSS 914 is amended by the addition of the following:

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

- a) Sawcut and fill grooves at the approach ends of each approach slab.
- b) Sawcut and fill grooves at the fixed joint at the south deck end.

Form and fill grooves shall be completed within five days of surface course asphalt paving. All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A26
DECK JOINT ASSEMBLIES - INSTALLATION**

Amendments to OPSS.MUNI 920, November 2012

**920.07 Construction
920.07.01.04 Placing**

920.07.01.04 of OPSS 920 is amended by the addition of the following:

Placing shall include the following, all as shown on the Contract Drawings:

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- Installation of new expansion joint assembly at the north abutment, including supply, forming, placement and curing of new concrete end dams at deck end and on ballast wall for the new deck joint assemblies.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM A27
ACCESS TO WORK AREA, WORK PLATFORM AND SCAFFOLDING**

Amendments to OPSS 928, April 2012

928.01 Scope

Section 928.01 of OPSS.MUNI 928 is amended by the addition of the following:

Under these items and for the contract unit price, the Contractor shall provide all labour, equipment, and materials required to construct all necessary access to work areas, work platforms, and scaffolding to facilitate all concrete removals, as directed by the Contract Administrator.

**ITEM A28, A29, A30
CONCRETE REMOVAL – PARTIAL DEPTH, TYPE ‘A’
CONCRETE REMOVAL – PARTIAL DEPTH, TYPE ‘B’
CONCRETE REMOVAL – PARTIAL DEPTH, TYPE ‘C’**

Amendments to OPSS 928, April 2012

928.01 Scope

Section 928.01 of OPSS.MUNI 928 is amended by the addition of the following:

Under these items and for the contract unit price, the Contractor shall provide all labour, equipment and materials required to complete the removal of loose and deteriorated concrete as shown on the Contract Drawings and as directed by the Contract Administrator.

The work shall include:

- Type ‘A’ - Locally sawcut limits of removal and remove deteriorated and/or unsound concrete from the top of deck as directed by the Contract Administrator.
- Type ‘B’ - Locally sawcut limits of removal and remove deteriorated and/or unsound concrete from the soffit and deck fascia as directed by the Contract Administrator.

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- Type ‘C’ - Locally sawcut limits of removal and remove deteriorated and/or unsound concrete from the vertical face of abutments, wingwalls, diaphragms, ballast walls, and girder ends as directed by the Contract Administrator.

In addition to removal of deteriorated and unsound concrete, sound concrete removals may also be required to achieve minimum removal requirements. The Contract Administrator shall identify areas where new reinforcing steel bars are required.

The Contractor shall provide adequate platforms and containment measures to ensure that no materials fall into the watercourse.

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

**ITEM A31
CONCRETE REMOVAL – FULL DEPTH**

Amendments to OPSS 928, April 2012

928.01 Scope

928.01 of OPSS.MUNI 928 is amended by the addition of the following:

Concrete Removal – Full Depth shall include the following, all as shown on the Drawings:

- Removal of top portions of, wingwalls, and cleats, including expansion joint components;
- Careful removal and storage of the existing bridge plaque(s) for reinstallation;
- Removal of portions of existing deck ends, including expansion joint components;
- Removal of existing deck cantilevers, curbs, parapet walls and railings, including deck drains;
- Removal of concrete curbs on approach slabs.

Where earth excavation is incidental to the work, it shall be deemed included in this item.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**928.07 Construction
927.07.07.02 Concrete Removals for Full Depth**

928.07.07.02 of OPSS.MUNI 928 is amended by the addition of the following:

The Contractor shall field cut and remove, or retain, clean and bend existing reinforcing steel, as shown on the Contract Drawings and as directed by the Contract Administrator. Care shall

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be taken not to damage, cut or loosen existing reinforcing bars exposed by the Contractor's operations. The exposed reinforcement shall be cleaned of all scale and corrosion deposits by chipping and abrasive blast cleaning. The Contractor shall adjust and bend the existing reinforcement where required to accommodate new concrete.

The Contractor shall take all necessary care not to damage parts of the structure deemed to remain. The proposed procedure for sawcutting of concrete shall be submitted to the Contract Administrator for review as required elsewhere in the specifications.

The Contractor shall carefully remove all concrete and take all necessary precautions to prevent any debris from falling into the watercourse. Any materials which fall into the watercourse shall be located and removed immediately under the direction of the Contract Administrator. The Contractor shall observe all safety laws and regulations in carrying out the work of this and all other Items. Full protection system shall be in place during all removals to ensure no material falls into the watercourse.

Any damage caused to the existing structure as a result of the Contractor's operations shall be repaired by the Contractor at his own expense and to the complete satisfaction of the Contract Administrator.

All removals from the existing structure, except as specifically noted, shall remain the property of the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling removals, rubble, excavated materials or fill from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

**ITEM A34 AND ITEM B13
CONCRETE PATCHES, UNFORMED SURFACE**

Amendments to OPSS.MUNI 930, November 2014

930.07 Construction

930.07 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete Patches – Unformed Surface shall include the following work, all as shown on the Drawings and as directed by the Contract Administrator:

- Placement of concrete for patching of concrete removals on the deck top.

**ITEM A35
CONCRETE PATCHES, FORM AND PUMP**

Amendments to OPSS.MUNI 930, November 2014

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930.07 Construction

930.07 of OPSS.MUNI 904 is amended by the addition of the following:

Concrete Patches – Form and Pump shall include the following work, all as shown on the Drawings and as directed by the Contract Administrator:

- Placement of concrete for patching of concrete removals on abutments, wingwalls, diaphragms, ballast walls, girder ends and soffit.

Cover to reinforcing steel shall match existing, except where shown on the Contract Drawings and/or as directed by Contract Administrator. All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

**ITEM B4
TRAFFIC CONTROL SIGNING**

Amendments to OPSS.MUNI 706, April 2018

706.01 Scope

Section 706.01 of OPSS.MUNI 706 is amended by the addition of the following:

Under this item and for the Contract price the Contractor shall provide all labour, equipment, and materials necessary to meet the traffic management restrictions and requirements to:

Noonan Side Road Bridge – Noonan Side Road

Close Noonan Side Road Bridge site for the duration of construction in accordance with the Contract requirements and Supplemental General Conditions.

The Contractor shall:

- a. Provide full road closure for the duration of construction. **The duration of the roadway closure shall not be longer than 12 consecutive calendar days**, including only 1 weekend.
- b. Provide a Traffic Control Plan and Detour Route Plan, via Menzie Munro Side Road and Upper Scotch Line, in accordance with the Ontario Traffic Manual – Book 7 – Temporary Conditions, to be submitted to the Contract Administrator for review two (2) weeks prior to commencement of the work.
- c. Set up and maintain Detour Route signs in accordance with the approved Detour Route Plan.
- d. Allow Local traffic and maintain access for same at all times.

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- e. Supplying, erecting and maintaining all signs, barricades, flashers, delineators, flashing lights and such other protection as may be required by the Township to protect the workers and the public during the course of the Contract.
- f. Supplying properly trained and properly attired flag personnel and the required equipment, for all operations, including the Equipment Rental Items.
- g. Provide and maintain work area fencing.
- h. Construct, maintain, & restore all required site access.

706.02 References

Section 706.02 of OPSS.MUNI 706 is amended by the addition of the following:

All Traffic Control and Signage shall be in accordance with OPSS 706, the “Ontario Traffic Manual – Book 7 – Temporary Conditions”, “Ontario Traffic Manual – Book 5 – Regulatory Signs”, and the Occupational Health and Safety Act, except as may be indicated otherwise in this section.

All references in OPSS 706 to “Traffic Control Manual for Roadway Work Operations”, “Manual of Uniform Traffic Control Devices” or “M.U.T.C.D.” shall be replaced by the “Ontario Traffic Manual – Book 7 – Temporary Conditions” (OTM – Book 7).

Traffic control on this Contract shall be in conformance with Ministry of Labour Policies, Occupational Health and Safety Act any safety the provisions of Tay Valley Township and the procedures outlined in the pamphlet entitled "Correct Methods for Traffic Control" issued by the Construction Safety Associations of Ontario. Copies of this pamphlet may be obtained from the Ministry of Transportation’s District Office.

706.03 Definitions

Section 706.03 of OPSS.MUNI 706 is amended by the addition of the following:

For the purposes of this Contract, the OPSS MUNI.706 definition of “Construction Signs” is amended to include all Contract Identification and Public Advisory Signs.

706.04 Design and Submission Requirements

Section 706.04 of OPSS.MUNI 706 is amended to include the following:

The Contractor shall provide the Contract Administrator with a detailed construction sign plan prior to moving onto the site. The plan shall include all necessary advisory and contract identifications signs, and all detour warning signs including type, size and location as well as all signs and barricades required to limit vehicle and pedestrian traffic during construction.

Contract Identification and Public Advisory signs as described shall be placed at both ends of the work areas and should be identified on the Contractors detailed signing plan.

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PART “C” – SPECIAL PROVISIONS

706.05 Materials

Section 706.05 of OPSS.MUNI 706 is amended by the addition of the following:

Public Advisory Signs shall be minimum 2400 mm x 1200 mm size.

Public Advisory Signs shall have an orange background with black lettering.

706.07 Construction

Section 706.07 of OPSS.MUNI 706 is amended by the addition of the following:

The work administered under this item shall include the supply, erection, maintenance, repair, replacement (as necessary), and removal of all signs, delineators and barricades necessary in accordance with the OTM, OTM Book 6 Warning Signs and OTM Book 7 Temporary Conditions – Field Edition to advise the public, control traffic and protect the work area during all stages of construction.

All existing signs that will be in conflict with the traffic control plan shall be bagged by the Contractor during construction.

All signs shall be installed by buried installation to a minimum depth of 1.2 m unless otherwise approved by the Contract Administrator.

The Contractor shall also barricade the work area in and around the bridge site to prevent vehicles or pedestrians from gaining access to the work area during construction. Barricades shall be preceded by warning signs and shall be sufficient to prevent an errant vehicle from entering any work area or excavation. Barricades shall not be placed in a manner that will restrict access to local entrances and/or mailboxes or interfere with the use of traffic lanes for vehicles and pedestrians as specified elsewhere.

Contract Identification and Public Advisory signs shall be placed at both ends of the work areas and should be identified on the Contractor’s Detailed Signing Plan.

The Public Advisory signs shall be erected as soon after the execution of the Contract Documents as possible and prior to moving onto the site, in order to alert the public of the impending construction and lane modifications or restrictions and timing.

All signs shall be placed in locations that do not impair driver visibility in either direction or from any intersection, driveway or laneway.

**ITEM B7
TIMBER RETAINING SYSTEM**

Amendment to OPSS 907, April 2011

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PART “C” – SPECIAL PROVISIONS

907.01 Scope

Section 907.01 of OPSS 907 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment and materials necessary to construct the treated timber retaining systems at each quadrant of the bridge approaches, including all fastening hardware, excavation and backfilling with Granular “A”, according to the appropriate Ontario Provincial Standard Specification(s), as shown on the Contract Drawings and as directed by the Contract Administrator. All fastening hardware shall be galvanized.

907.03 Definitions

Section 907.03 of OPSS 907 is amended by the addition of the following:

Timber Retaining System means a structural retaining wall consisting of pressure treated timbers and steel fasteners as specified in the Contract Drawings.

907.04 Design and Submission Requirements

Section 907.04 of OPSS 907 removed and replaced by the following:

Design and submission requirements are as shown on the contract drawings and/or as directed by the Contract Administrator.

907.09 Measurement for Payment

Section 907.09 of OPSS 907 is amended by the addition of the following:

Actual measurement of Timber Retaining Systems shall be per retaining wall, and shall include all treated timber and steel fastening hardware.

**ITEM B8
PARAPET WALL RAILING**

Amendment to OPSS.MUNI 908, April 2011

908.01 Scope

Section 908.01 of OPSS 908 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment, hardware and materials necessary to remove the deficient railing segments, as

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PART “C” – SPECIAL PROVISIONS

noted in the Contract Drawings, and replace with new railing segments, including all required hardware, in accordance with the Contract Drawings and as Directed by the Contract Administrator.

908.09 Measurement for Payment

Section 908.09 of OPSS 908 is removed and replaced with the following:

No measurement for payment shall be taken for this work but shall instead be paid as a lump sum item.

908.10 Basis of Payment

Section 908.10 of OPSS 908 is removed and replaced with the following:

Payment at the Contract price of the above tender item shall be full compensation for all labour, equipment and materials required to remove the deficient railing segments and install the new replacement railing segments.

**ITEM B9
STEEL MOUNTING PLATES**

1.0 SCOPE

This special provision covers the requirements for the supply and installation of the steel mounting plates and hardware at each (four) wingwall.

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment, hardware and materials necessary to construct the steel mounting plates, including but not limited to the following items, in accordance with the Contract Drawings:

- Excavation
- Embedded steel plates
- Steel angles
- Threaded rods complete with specified epoxy system

1.0 REFERENCES

OPSS.MUNI 911 Construction Specification for Coating Structural Steel Systems.

3.0 DEFINITIONS - Not Used

4.0 DESIGN AND SUBMISSION REQUIREMENTS - Not Used

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PART “C” – SPECIAL PROVISIONS

5.0 MATERIALS

Materials for all components under this item shall be in accordance with the Contract Drawings and included Project Specifications.

6.0 EQUIPMENT - Not Used

7.0 CONSTRUCTION

Coatings

All structural steel shall be supplied as 350W and shall be hot-dipped galvanized in accordance with OPSS 911. The Contractor shall be responsible for all requirements associated with welding and repairs to the coatings.

8.0 QUALITY ASSURANCE – Not Used

9.0 MEASUREMENT FOR PAYMENT

Actual measurement of Steel Mounting Plates shall be per plate location, including all connecting steel angles, threaded anchor rods, and rod epoxy systems.

10.0 BASIS OF PAYMENT

Payment at the Contract price of the above tender item shall be full compensation for all labour, equipment and materials required to supply, erect, and assemble all miscellaneous metals, including any required welding, cleaning, grinding, painting and/or coating systems.

**ITEM B11
CONCRETE REMOVAL – PARTIAL DEPTH, TYPE A**

Amendment to OPSS.MUNI 928, April 2012

928.07 Construction

928.07.01 General

Subsection 928.07.01 of OPSS 928 is amended by the addition of the following:

The work shall include:

- Locally sawcut limits of removal and remove deteriorated and/or unsound concrete from the top of deck as directed by the Contract Administrator;

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PART "C" – SPECIAL PROVISIONS

- All concrete removals required for the removal of the existing deck drains, to the limits shown on the Contract Drawings.

In addition to removal of deteriorated and unsound concrete, sound concrete removals may also be required to achieve minimum removal requirements. The Contract Administrator shall identify areas where new reinforcing steel bars are required.

All work is as shown in the Contract Drawings and/or as directed by the Contract Administrator.

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PART "D" – FORM OF TENDER

1. I _____, of _____,

DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Tender is made without any connections, 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.

3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.

5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Township shall be an acceptance of this Tender.

7. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

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PART “D” – FORM OF TENDER

I/We hereby agree to provide section rehabilitation services in accordance with the provisions set out in Parts “A”, “B”, and “C” of this Tender, for the following firm prices.

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
PART A: Glen Tay Road Bridge – Glen Tay Road, 1.3 km south of Highway 7, Site No. 15-094.						
A1	182 SP	Environmental / Watercourse Protection	1	L.S.	\$ _____	\$ _____
A2	706 SP	Traffic Control Signing	1	L.S.	\$ _____	\$ _____
A3	SP	Portable Temporary Traffic Signals	1	L.S.	\$ _____	\$ _____
A4	314 SP	Granular ‘A’	20	T	\$ _____	\$ _____
A5	710	Pavement Marking	230	m	\$ _____	\$ _____
A6	723	Energy Attenuator – Temporary, Narrow	2	EA.	\$ _____	\$ _____
A7	723	Energy Attenuator – Relocation, Narrow	2	EA.	\$ _____	\$ _____
A8	741	Temporary Concrete Barrier	50	m	\$ _____	\$ _____
A9	741	Temporary Concrete Barrier Relocation	50	m	\$ _____	\$ _____
A10	510	Removal of Asphalt Pavement	280	m ²	\$ _____	\$ _____
A11	510	Removal of Asphalt Pavement from Concrete Surfaces on Structures	320	m ²	\$ _____	\$ _____
A12	510	Removal of Concrete Curb and Gutter	44	m	\$ _____	\$ _____
A13	510	Removal of Steel Beam Guide Rail	62	m	\$ _____	\$ _____
A14	928 SP	Access to Work Area, Work Platform and Scaffolding	1	L.S.	\$ _____	\$ _____
A15	928 SP	Concrete Removal -	1	m ³	\$ _____	\$ _____

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PART "D" – FORM OF TENDER

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
		Partial Depth, Type A				
A16	928 SP	Concrete Removal - Partial Depth, Type B	0.5	m ³	\$ _____	\$ _____
A17	928 SP	Concrete Removal - Partial Depth, Type C	0.5	m ³	\$ _____	\$ _____
A18	928 SP	Concrete Removal – Full Depth	1	L.S.	\$ _____	\$ _____
A19	928 SP	Concrete Removal – Deck Assemblies	1	L.S.	\$ _____	\$ _____
A20	929	Abrasive Blast Cleaning of Reinforcing Steel	25	m ²	\$ _____	\$ _____
A21	920 SP	Deck Joint Assemblies - Installation	1	L.S.	\$ _____	\$ _____
A22	920	Mechanical Connectors	24	EA.	\$ _____	\$ _____
A23	904 SP	Concrete in Substructure	1	L.S.	\$ _____	\$ _____
A24	904 SP	Concrete in Deck	1	L.S.	\$ _____	\$ _____
A25	904 SP	Concrete in Approach Slabs	1	L.S.	\$ _____	\$ _____
A26	904 SP	Concrete in Parapet Wall	1	L.S.	\$ _____	\$ _____
A27	905	Reinforcing Steel Bar	1	L.S.	\$ _____	\$ _____
A28	930 SP	Concrete Patches, Unformed Surface	1	m ³	\$ _____	\$ _____
A29	930 SP	Concrete Patches, Form and Pump	1	m ³	\$ _____	\$ _____
A30	930	Deck Drains	4	EA.	\$ _____	\$ _____
A31	914 SP	Bridge Deck Waterproofing	216	m ²	\$ _____	\$ _____
A32	310 SP	Placement of Hot Mix Asphalt	120	t	\$ _____	\$ _____
A33	353	Concrete Curb and Gutter	44	m		

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Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
A34	721	Steel Beam Guide Rail incl. Channel	36	m	\$_____	\$_____
A35	732	Steel Beam Energy Attenuating Terminal System	4	EA.	\$_____	\$_____
A36	908	Metal Traffic barrier	45	m		
PART 'A' Glen Tay Road Bridge - Total Tendered Price						\$_____

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
PART B: Noonan Side Road Bridge – Noonan Side Road, North of Upper Scotch Line and East of Menzies Munroe Side Rd, Site No. 15-091.						
B1	182 SP	Environmental Watercourse Protection	1	L.S.	\$_____	\$_____
B2	706 SP	Traffic Control Signing	1	L.S.	\$_____	\$_____
B3	314 SP	Granular 'A'	50	T	\$_____	\$_____
B4	928 SP	Concrete Removal – Partial Depth – Type A	5	m ³	\$_____	\$_____
B5	929	Abrasive Blast Cleaning of Reinforcing Steel	50	m ²	\$_____	\$_____
B6	930 SP	Concrete Patches, Unformed Surface	5	m ³	\$_____	\$_____
B7	930	Deck Drains	2	EA.	\$_____	\$_____
B8	914 SP	Bridge Deck Waterproofing	75	m ²	\$_____	\$_____
B9	310 SP	Placement of Hot Mix Asphalt	50	t	\$_____	\$_____
B10	721	Steel Beam Guide Rail	13.2	m	\$_____	\$_____
B11	732	Steel Beam Energy Attenuating Terminal System	4	EA.	\$_____	\$_____
B12	907 SP	Timber Retaining	4	EA.	\$_____	\$_____

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PART “D” – FORM OF TENDER

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
		System				
B13	911 SP	Steel Plate at Wingwall	4	EA.	\$ _____	\$ _____
B14	908 SP	Parapet Wall Railing	1	L.S.	\$ _____	\$ _____
PART ‘B’ Noonan Side Road Bridge - Total Tendered Price						\$ _____

Notes:

- i) H.S.T. will be paid in addition to the tendered price.
- ii) Prices must be rounded to two decimal places only.
- iii) OPSS.MUNI specifications shall apply when applicable.

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PART "D" – FORM OF TENDER

Statement "A" – Bidder's Experience in similar work

Year	Description of Contract	For whom Performed	Project Foreman	Value

**THE CORPORATION OF TAY VALLEY TOWNSHIP
GLEN TAY AND NOONAN BRIDGE REHABILITATIONS
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PART "D" – FORM OF TENDER

Statement "B" – List of Proposed Sub-Contractors

Sub-Trade	Name of Subcontractor	Address

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PART "D" – FORM OF TENDER

TENDER DEPOSIT METHOD OF RETURN – FORM 4

Please complete this form indicating your preference
for returning your tender deposit cheque.

The Contractor will **pick up** the tender deposit.
**Township Staff will notify the Contractor when the cheque is
available for pick-up.**

If you are selecting this option, if possible, please provide the name of
the representative who will pick up the cheque.

Name: _____

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Contractor.
My Purolator Account #: _____

Send cheque by **Regular Mail**.

Contractor Name: _____

Signature of Contractor representative

Date: _____

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PART “D” – FORM OF TENDER

CHECKLIST

Enclosed with submission:

- 1. Completed Part “D” enclosed
- 2. 2019 Health and Safety Policy – Part “A” (#7)
- 3. WSIB Certificate of Clearance – Part “A” (#7)
- 4. Accessibility Declaration – Part “A” (#8)
- 5. Tender Deposit – Part “A” (#5)

Documents upon Award of Contract:

- 1. Performance Bond – Part “A” (#15)
- 2. Material and Labour Bond – Part “A” (#15)
- 3. Maintenance Bond – Part “A” (#15)
- 4. Certificate of Liability Insurance – Part “A” (#14)

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PART "D" – FORM OF TENDER

TENDER LABEL – FORM 5

To help identify your Tender, please **cut out the label below and affix this label to the outside of your Tender Envelope:**

THE CORPORATION OF TAY VALLEY TOWNSHIP TENDER FOR GLAN TAY AND NOONAN BRIDGE REHABILITATIONS CONTRACT #2019-PW-002	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2019-PW-002	1:00PM March 7th, 2019
YOUR COMPANY'S NAME AND ADDRESS: 	



Use the above label for your envelope when you submit your Tender Document.

THE CORPORATION OF TAY VALLEY TOWNSHIP
UPPER SCOTCH LINE CULVERT REPLACEMENT
CONTRACT #2019-PW-002

PART "E" – AODA CONFIRMATION

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township
From: [Company Name]
[DATE]
[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]
[NAME]
[POSITION]
[CONTACT INFORMATION]
[COMPANY]