



4/2/2025

Tender #PW-2025-03 –
Sheridan Rapids Bridges
Replacement

North Bridge and South Bridge

THE TOWNSHIP OF LANARK HIGHLANDS
#PW-2025-03 – Sheridan Rapids Bridges Replacement

PART "A" – INFORMATION TO BIDDERS

TOWNSHIP OF LANARK HIGHLANDS

**TENDER FOR THE REPLACEMENT OF BRIDGES ON SHERIDAN RAPIDS ROAD
CLOSING DATE AND TIME: APRIL 22, 2025, at 14:00 EST**

Tenders received after closing time will not be considered.

HARD COPY TENDERS RECEIVED BY:

Public Works Manager

Township of Lanark Highlands
75 George Street, P.O. Box 340
Lanark, Ontario
K0G 1K0

Telephone: (613) 259-2398 Ext. 239

FAX: (613) 259-2291

Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine

PART "A" – INFORMATION TO BIDDERS

One copy of the **completed Form of Tender**, Part "E", 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. Tenders must be submitted, using the Tender Label (to be affixed on your Tender Envelope OR included in the body of the e-mail submission).

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 Forms 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 will be disqualified.

1. Clarification of Documents

Any clarification of the Township documents required by the Bidder, prior to submission, shall be requested through the Township of Lanark Highlands. Any such clarifications so given shall not, in any way, alter the Township 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 to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were considered when the submission was prepared.

All questions shall be directed, in writing (by email) to Marc McIntosh, Project Manager – Safe Roads Engineering, mmcintosh@saferoadseng.com and cc Public Works Manager of Lanark Highlands at publicworks@lanarkhighlands.ca

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 provided to bid takers that have been documented on the bid taker list.

2. 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 Townships' Form.

PART "A" – INFORMATION TO BIDDERS

These documents, and portions thereof, take precedence in the order in which they are named above, 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 Townships' 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.

3. 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.

4. Tender Deposit

Each Tender shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the bid price payable to the Township, "Township of Lanark Highlands". 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 bidder, 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.

For digital Tender submissions, An E-Bond shall be issued in an electronically verifiable format by surety licensed to operate in the province of Ontario. In the case of an E-Bond the corporation of Township of Lanark Highlands shall be the beneficiary. For general information regarding e-bonds, bidders are encouraged to contact their surety company or visit the Surety Associate of Canada at the following link:
<https://suretycanada.com/SAC/SAC/Surety-Bonds/E-bonding.aspx>

All instruction details for accessing authentication should be included with the upload e-bond. Note: a scanned copy of an e-bond is not acceptable.

Each bidder is responsible for any costs associated with obtaining and providing either the Bid Bond or the E-Bond. No interest will be paid on any Bid Bond or E-Bond.

PART "A" – INFORMATION TO BIDDERS

5. Harmonized Sales Tax

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

6. Health and Safety

The Bidder assumes full responsibility for conforming to 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 no later than 2025, 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.

7. 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 Appendix "A".

8. Bidder's Checklist

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

9. 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 Manager of Public Works. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

PART "A" – INFORMATION TO BIDDERS

10. Tender Timetable

The following is a summary of the key dates in the Tender process:

Event	Date
Tender Issue Date	Wednesday, April 2, 2025
Deadline for Questions (see Section 1.)	Friday, April 9, 2025, at 3 pm
Bid Submission Deadline	Tuesday, April 22, 2025, at 2 pm

The Township may change any of the above dates and times, including the Bid Submission Deadline, in its sole discretion and without liability, cost, or penalty. If a change is made to any of the above dates, the Township will identify such changes via Addendum.

11. Tender Schedules

This Tender includes the following Schedules:

- Mandatory Requirements Schedule
- References Schedule
- Pricing Schedule

12. Public Opening

There will be no public opening. All submissions will be opened at the Municipal Office, 75 George Street, Lanark Highlands Ontario, and results will be provided at a later date via email or over the phone to the Bidders.

13. Tender Results

The names of the Bidders and total bid prices will only be made available.

14. 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 Townships' 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.

PART "A" – INFORMATION TO BIDDERS

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 sixty (60) calendar days** from the closing date of the receipt of Tenders.

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 acceptance of any Submission is subject to appropriate funding acceptable to the Township and to the Township obtaining permits/approvals required to commence the work.

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.

Bidders may submit multiple bids in the event that the Bidder is providing different options and specifications.

The Township reserves the right to award by location, item, and/or amount of units. 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.

15. Insurance

The successful Company shall provide the following insurance:

Commercial 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 \$5,000,000 per occurrence.
- b) The Township 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 \$5,000,000 including contractual non-owned coverage.
- g) Contingent Employer's Liability.
- h) Broad Form Property Damage.

PART "A" – INFORMATION TO BIDDERS

Cargo Insurance

The Company shall obtain and keep in force for the duration of this contract Cargo Insurance on an All Risks basis, in an amount sufficient to cover the full replacement cost of the equipment being provided under the contract while that equipment is being delivered to the Township, including during loading and unloading from the conveying vehicle(s).

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 Lanark Highlands Township with limits of no less than \$2 million per occurrence, an aggregate of not less than \$2 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 final completion. 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 \$5,000,000.00 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 Township of Lanark Highlands, 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

PART "A" – INFORMATION TO BIDDERS

certificates are never exchanged and/or requested.

The Contractor shall obtain and keep in force for the duration of this contract automobile insurance under a standard Automobile Policy with limits no less than \$5,000,000 in respect of each owned or leased vehicle to be used in connection with the performance of the contract once awarded.

16. 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 up to final completion of all 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 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 Labour and Material Bond shall guarantee workmanship and materials up to final completion of all works.

Maintenance Bond

A Maintenance Bond satisfactory to the Township in the amount of one hundred (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 Maintenance Bond shall guarantee workmanship and materials up to final completion of all works.

17. Failure to Enter into an Agreement

In addition to all of the Townships' 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.

PART "A" – INFORMATION TO BIDDERS

18. 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.

19. 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.

20. 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 Townships' 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

PART "A" – INFORMATION TO BIDDERS
the Company to the Township).

21. 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.

22. 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.

23. Payments

Basis of Payment terms and conditions are provided in Part "D" – Special Provisions.

The successful Company will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

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.

24. 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 consent 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 of Lanark Highlands.

PART "B" – EVALUATION PROCESS

1. General

The evaluation of the Bids will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

2. Stage Description Evaluation

- I. Mandatory Requirements - (Pass/Fail)
- II. Reference Verification - (Pass/Fail)
- III. Pricing - Identify Bidder with lowest Bid price

Stage I – Review of Mandatory Requirements (Pass/Fail)

A Bid must meet the requirements set out in the Mandatory Requirements Schedule. Stage I will consist of a review to determine which Bids comply with those requirements.

If a Bid fails to satisfy all of those requirements, then it will be disqualified.

Stage II – Reference Verification (Pass/Fail)

At this stage, the Evaluation Team will verify as many references provided by the Ranking Bidder in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed as to their satisfaction with the performance of the Bidder, on a pass/fail basis.

Stage III – Pricing

Only at the completion of all other rated criteria for all Eligible Bids will the RFT Contact evaluate the Pricing Schedule of Eligible Bids.

PART "C" – GENERAL CONDITIONS

The contractor is notified that OPSS.MUNI 100 General Conditions of Contract shall govern except as amended or extended herein. The OPSS.MUNI.100 has not been reproduced as part of these Contract Documents. It will be the responsibility of the Contractor to obtain current copies of these documents.

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 Bidders 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 five 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. Utilities

The Contractor shall be responsible for the protection and locating of all utilities at the job site during the time of construction.

4. 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 Materials.

5. Contract Time and Liquidated Damages

The Contractor is advised that the Completion Date for construction is October 20, 2025. Crews may be required to perform multiple tasks simultaneously to complete the work within the allotted time. Extended hours and weekend work may also be required.

PART "C" – GENERAL CONDITIONS

The Completion Date is critical importance to the Township and the Contractor shall plan and schedule their work accordingly.

All costs associated with providing multiple crews, additional equipment, working extended hours, and allowing for inclement weather shall be borne by the Contractor and no additional cost to the Owner.

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 completion of this Contract as defined in Section GC8.02.04 of the OPSS General Conditions (MUNI. 100) **on or before October 20, 2025.**

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 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 \$500 per day for each calendar day during which completion of the project is delayed beyond the time specified for completion.

6. Timing of In-Water Works

All work in waterbodies and water body banks shall be completed in accordance with OPSS.MUNI 182 and as follows.

182.07 CONSTRUCTION

Section 182.07 of OPSS.MUNI 182 is amended by the addition of the following subsection:

182.07.08 Fish Protection

PART "C" – GENERAL CONDITIONS

182.07.08.01 Timing of In-Water Works

In-water work where fish and/or fish habitat are present is permitted between June 1st – September 30 for the Mississippi River within the limits of this contract.

182.07.08.02 Fish Salvage

Fish stranded by the Work or found in the work area during construction shall be salvaged and relocated according to the License to Collect Fish for Scientific Purposes, unless specified in the Contract Documents. If fish cannot be safely relocated, the local MNRF office shall be consulted prior to fish salvage commencing to determine a suitable relocation site.

Fish exclusion measures (i.e. block nets) shall be used to prevent fish from re-entering work areas. If the fish exclusion measures fail, additional fish salvage activities shall be performed to relocate the fish from the work areas prior to recommencing construction. All fish exclusion measures shall be removed once the works in the area has been completed.

All fish shall be handled as little as possible and in a manner that minimizes stress and shall prevent the death of fish.

All persons conducting electrofishing shall possess a valid Ontario Electrofishing Certification.

182.07.08.03 Reporting Species at Risk

When an aquatic species at risk (protected under the federal Species at Risk Act (SARA) or the Ontario Endangered Species Act (ESA) is incidentally captured during fish salvage activities, the individual that incidentally captured the aquatic species at risk shall take a digital photograph according to Fisheries and Oceans Canada's Protocol for the Detection of Fish Species at Risk in Ontario Great Lakes Area (OGLA). Once the digital photograph has been taken, the species shall be released immediately. The digital photograph shall be reported and emailed to the Contract Administrator and the appropriate regulatory agency, (i.e. MECP for ESA, and Fisheries and Oceans Canada (DFO) for SARA).

All mortalities of species protected under SARA or ESA associated with the fish salvage activities shall be reported to the Contract Administrator, and the appropriate regulatory agency, immediately upon being discovered. Mortalities shall be vouchered according to Fisheries and Oceans Canada Protocol for the Detection of Fish Species at Risk in Ontario Great Lakes Area (OGLA) and/or Protocol for the Detection and Relocation of Freshwater Mussel Species at Risk in Ontario Great Lakes Area (OGLA).

182.07.08.04 Fish Screens

PART "C" – GENERAL CONDITIONS

Any water intakes or outlet pipes in fish bearing waters shall have screens to prevent entrainment or impingement of fish and shall follow the measures as outlined in Fisheries and Oceans Freshwater Code of Practice: End-of-Pipe Fish Protection Screens for Small Water Intakes in Freshwater.

7. Timing of Clearing and Bird Nest Removal

The Contractor is advised that the existing Sheridan Rapids Bridges may contain Barn Swallow nests, which are Migratory Birds and protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act.

The Contractor shall not destroy the active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered, the ministry's Contract Administrator must be contacted.

The removal of the existing bridge, and any tree removal operations shall be prohibited between April 1 and August 15 in any calendar year.

In the event that tree and/or bridge removal must occur within the above window, the Contractor must retain a Qualified Avian Biologist to conduct a nesting survey prior to clearing. No additional payment will be made to the Contractor for these operations.

8. Navigable Waters Protection

As part of the work to be performed at the contract price for the appropriate tender items, the Contractor shall supply all labour, Equipment and Materials to provide warning signs upstream and downstream of the construction to ensure that the small boat channel is not constricted by construction operations and is adequately marked by standard yellow warning lights during construction.

9. 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.

10. 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 have 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.

PART "C" – GENERAL CONDITIONS

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.

11. Traffic Control and Construction Signs

In accordance with Section GC 7.06 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.

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

12. Closure of Sheridan Rapids Road

Given the narrow (one lane) width of the existing bridges and bridge approaches, the bridge removal and installation works will be required to be completed under Full Closure of Sheridan Rapids Bridge for each bridge at a single time. The private property on the island must always be accessible; one bridge will need to be open while the other one is closed.

Full closure of Sheridan Rapids Bridge for each bridge, one at a time, is permitted only between the times of **June 1 – October 20, 2025**. The Contractor shall consider the constraints in the Timing of In-Water works when planning the Full Closure. If Sheridan Rapids Road is not reopened to traffic by October 20, 2025, the Contractor shall pay to the Township the sum of \$1,500 per day for each calendar day during which the Full Closure remains in place beyond the permitted time specified.

The Contractor shall submit a Communications Plan for providing notification of the Full Closure of Sheridan Rapids Road to the Contract Administrator at minimum of three (3) weeks in advance of the Full Closure Start Date. The Communications Plan will require the following information, at minimum:

- Start and End Date of Full Closure;
- Copy of Written Notice to be provided to all residents on Sheridan Rapids Road near the bridge and River Dr.
- Copy of Road Closing Notice Sign (TC-65) message and proposed locations of the TC-65 signs;
 - The Contractor will provide TC-65 signs for either end of Sheridan Rapids Road, South side at McDonalds Corner Rd and North Side at Ashby Road.

PART "C" – GENERAL CONDITIONS

- Copy of Notice to be provided in the Lanark Era and on the Township's website and social media pages; and,
- Confirmation that all Notification will be issued at least two (2) weeks in advance of the Full Closure Start Date.

The Contractor will be responsible for issuing all required notices to the public, excluding the Notice in the Lanark Era and on the Township's website and social media pages at least two (2) weeks in advance of the Full Closure Start Date.

13. 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. The Contractor is advised that no deleterious materials or equipment are permitted to be stored within 30m of the watercourse.

14. Occupational Health and Safety Act – Designated Substances

The Contractor is advised that the existing structural steel members of the Sheridan Rapids bridges are assumed to be coated in lead-based coating/paint.

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.

15. 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.

PART "C" – GENERAL CONDITIONS

16. 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 and to the Ontario Spills Action Centre [by telephone – 416-325-3000, or (toll-free)1-800-268-6060, or (TTY) 1-855-889-5775]. 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 rainwater, 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.

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.

Concrete washout locations shall be identified to the Contract Administrator prior to implementation and shall be a minimum of 30 m away from any watercourse.

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.

PART "C" – GENERAL CONDITIONS

18. 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.

19. 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.

20. 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.

PART "D" – SPECIAL PROVISIONS

ITEM 1 : SITE PREPARATION

1.0 SCOPE

This special provision covers the requirements for the following:

- a) Cost of the Bonding and Insurance outlined in Part "A" – Information to Bidders.
- b) Supply, 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 Contract.
- c) Dust control for the duration of the project. The Contractor shall provide a minimum of 3 dust suppression treatments with water per day (am, noon and pm).
- d) Security protection of the Contractor's equipment, plant, and stored materials during the Contract.
- e) Mobilizing onto the site and setting up the Contractor's storage facilities, plant, etc.
- f) Demobilizing from the site and removal of the Contractor's storage facilities, plant, etc.
- g) Supplying a detailed construction schedule as outlined elsewhere in the Contract.

2.0 MEASUREMENT FOR PAYMENT

Measurement for payment shall be by Lump Sum.

3.0 BASIS FOR PAYMENT

The Lump Sum price entered for this item shall be consistent with the costs involved but shall not exceed five percent (5%) of the total Bid Price. If the Bidder has entered against this item in his Bid a price in excess of five percent (5%) of the total Bid Price, the Township shall reduce the price for the said item to an amount not exceeding five percent (5%) of the total Bid Price.

Fifty (50%) percent of the price for the item "Site Preparation ", shall be deemed to relate to mobilization and the balance (50%) to demobilization.

The payment for the mobilization shall be included in the first progress payment certificate issued for the Contract subject to the Contract Administrator being satisfied that full mobilization has been carried out. If in the opinion of the Contract Administrator that this is not the case, he shall allow payment, which reflects the degree of mobilization affected to date. The Contract Administrator's decision shall be considered as final.

The payment for demobilization shall be paid following the complete demobilization from the site and following any interim breaks or shutdown periods where no construction work is

PART "D" – SPECIAL PROVISIONS

required to be completed at the site as well as the project being considered substantially completed being used for the intended purpose.

ITEM 2 : GENERAL SITEWORK

1.0 SCOPE

This special provision covers the requirements for the following:

- a) All necessary tree, vegetation and stump removal, clearing, close cutting and grubbing required to complete the work. All brush and debris shall be disposed of outside the right-of-way in waste disposal area arranged by the Contractor.

Vegetation removal is not permitted April 1 – August 15. If removals are required in this timing window, then the area shall be cleared by a qualified avian biologist. No additional payment will be made to the Contractor for these operations.

OPSS 201, November 2011 shall apply except as amended herein. Section 201.09 of OPSS 201 is deleted. No measurement for payment will be made for any clearing or grubbing.

Any information on clearing and grubbing given herein is approximate only and the Contractor shall base his bid solely on the findings of his investigations of the site.

- b) The removal and reinstatement of signs and signposts within the contract limits as required to complete the work as described in the Contract.
- c) All clean-up.
- d) All costs for items required in the general special provisions of this Contract and which are not covered under other items of work.

2.0 MEASUREMENT FOR PAYMENT

Measurement for payment shall be by Lump Sum.

3.0 BASIS FOR PAYMENT

Payment for this item shall be prorated over the course of the project with 100% being achieved following the payment certificate reflecting substantial performance.

ITEM 3 : ENVIRONMENTAL/WATERCOURSE PROTECTION

Amendments to OPSS.MUNI 182, November 2021

182.01 SCOPE

PART "D" – SPECIAL PROVISIONS

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.

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

- a) Restoration of the water body and banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- b) Provide all protection measures to ensure that no deleterious material from any operation enters the stream with particular concern for demolition debris, concrete cutting effluent, and sediment from runoff;
- c) No refuelling of vehicles, equipment, etc. is to take place within 100 m of a watercourse;
- d) Stationary equipment operating within 30 m of the watercourse shall have hydrocarbon spill containment measures in place;
- e) 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;
- f) Machinery shall not operate directly in a watercourse.
- g) Topsoil shall be in accordance with OPSS.MUNI 805.

182.07 CONSTRUCTION
182.07.01 General Requirements

Subsection 182.07.01 of OPSS.MUNI 182 is amended by the addition of the following:

The Contractor is responsible for ensuring that any environmental protection strategies used, will perform such that temporary protection strategies are sufficiently strong and stable that no material, equipment or personnel can fall in the watercourses. The Contractor is also responsible for establishing the necessary spacing of any temporary anchor type supports and sizing of the materials for the support systems making up temporary protection strategies. Where temporary anchorages are used for either temporary protection or for access, anchorages shall be installed into sound concrete outside the areas where removals are required.

182.10 BASIS OF PAYMENT

PART "D" – SPECIAL PROVISIONS

Payment for this item shall be prorated over the course of the project with 100% being achieved following the payment certificate reflecting substantial performance.

For the lump sum bid for the above item the Contractor shall supply all labour, equipment and materials for the installation of the temporary protection such that no material, including and not limited to, concrete of all states, construction equipment and any other deleterious material enters the creek during the undertaking of the work most notably removal of concrete, concrete cutting effluent and the installation of new concrete.

Included in the lump sum bid for this item the Contractor shall prepare and provide to the Contract Administrator, for approval, shop drawings describing the methodology for implementing the measures for environmental protection including provisions for concrete capturing strategies, a minimum of five (5) working days prior to installing protection strategies.

ITEM 4 : TEMPORARAY TRAFFIC CONTROL SIGNING & DETOUR PLAN

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 for road closures in accordance with the Contract requirements and Supplemental General Conditions. The Contractor shall only be permitted to close one structure at a time to facilitate the superstructure replacements (i.e. the north and south bridges shall not be closed together). The remainder of construction work can be completed with intermittent lane closures under flagging operations, when required, if work would otherwise interfere with traffic.

During the closure of the North Bridge, through traffic/island bound traffic shall be re-routed east to Iron Mine Road and during the closure of the South Bridge through traffic/island bound traffic should be routed south-east on McDonalds Corners Road. Local traffic on Sheridan Rapids Road shall be permitted throughout construction, subject to flagging as required.

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

- a) Provide full road closure of Sheridan Rapids Road in the vicinity of the North and South Bridges for the duration of each superstructure replacement and associated signing

PART "D" – SPECIAL PROVISIONS

- b) Communication Plan and Notification of Full Closure as detailed elsewhere in the Contract

The Contractor shall:

- a) Provide full road closure for the duration of the bridge superstructure replacement.
- b) Provide a Traffic Control Plan and Detour Route Plan in accordance with the Ontario Traffic Manual – Book 7 – Temporary Conditions. Plan shall 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) 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 throughout the Contract.
- e) Supplying properly trained and properly attired flag personnel as well as the required equipment for all operations

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 Lanark Highlands 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:

PART "D" – SPECIAL PROVISIONS

The Contractor shall provide the Contract Administrator with a detailed construction sign plan two (2) weeks prior to commencement of the work. 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 Contractor's 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 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 in conflict with the traffic control plan shall be bagged by the Contractor throughout the 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, 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.

PART "D" – SPECIAL PROVISIONS

ITEM 5 : TURBIDITY CURTAIN

Amendments to OPSS.MUNI 805, November 2021

805.01 SCOPE

Section 805.01 of OPSS.MUNI 805 is amended by the addition of the following:

Temporary erosion and sediment control measures shall be installed as required to suit site conditions such that sediment does not enter the watercourse. Turbidity curtains shall be installed according to OPSD 219.260 and OPSD 219.261.

805.07 CONSTRUCTION

805.07.01 Operational Constraints

805.07.01.06 Construction and Removal of Measures

Clause 805.07.01.06 of OPSS 805 is deleted and replaced by the following:

Further to requirements specified in the Contract Documents, the following items shall be installed and removed according to the timing constraints outlined below:

- Installation – In advance of any grading or removal operations
- Removal – Upon completion of grading operations and placement of rip rap

805.09 MEASUREMENT FOR PAYMENT

805.09.01 Actual Measurement

805.09.01.04 Turbidity Curtains

Clause 805.09.01.04 of OPSS 805 is deleted and replaced by the following:

Measurement of turbidity curtain shall be by Lump Sum.

ITEM 6 : REMOVAL OF BRIDGE SUPERSTRUCTURES

Amendments to OPSS.MUNI 510, November 2018

510.01 SCOPE

Work for the item "Removal of Bridge Superstructures" will include removal of all existing structural steel, concrete deck and handrail as indicated in the Contract Drawings.

Removals shall not commence until all signs, barricades and temporary protection systems are in place and an approval to proceed is given by the Contract Administrator.

PART "D" – SPECIAL PROVISIONS

All removals shall comply with the environmental protection requirements stipulated elsewhere in the specifications. No dust, debris or other deleterious material is to enter the waterway. Provide suitable tarps or other means of protection that will comply with this requirement to the satisfaction of the Contract Administrator.

510.07 CONSTRUCTION

510.07.02 Bridge Work

510.07.02.01 Removal of Bridge Structures and Bridge Footings

Clause 510.07.02.01 of OPSS.MUNI 510 is deleted in its entirety and replaced with the following:

The work of bridge structure removal shall include the complete removal of bridge structure components to the elevation specified in the Contract Documents.

Temporary protection strategies and access measures taken by the Contractor shall be done so in accordance with the Occupational Health and Safety Act. Shop drawings for any temporary protection configuration must be signed and sealed by a Professional Engineer in the Province of Ontario.

The Contractor shall prepare and submit to the Contract Administrator shop drawings describing the methodology for implementing the measures for environmental protection including provisions for concrete capturing strategies, a minimum of five (5) working days prior to installing protection strategies.

Temporary protection must be properly and completely installed in accordance with the approved shop drawings, prepared and submitted by the Contractor for removals, to the satisfaction of the Contract Administrator before any concrete removals may commence. The Contractor is responsible for ensuring that any environmental protection strategies used, will perform such that temporary protection strategies are sufficiently strong and stable that no material, equipment or personnel can fall in the watercourse. The Contractor is also responsible for establishing the necessary spacing of any temporary anchor type supports and sizing of the materials for the support systems making up temporary protection strategies. Where temporary anchorages are used for either temporary protection or for access, anchorages shall be installed into sound concrete outside the areas where removals are required.

The Contractor will be required to contain all debris from entering the water. No in-water work is permitted between October 1st to May 31st in any calendar year.

All removals shall comply with the environmental protection requirements stipulated elsewhere in the specifications. No dust, debris or other deleterious material is to enter the waterway. Provide suitable tarps or other means of protection that will comply with this requirement to the satisfaction of the Contract Administrator.

510.07.10 Management of Excess Material

PART "D" – SPECIAL PROVISIONS

Subsection 510.07.10 of OPSS.MUNI 510 is deleted in its entirety and amended with the following:

All removals shall become property of the Contractor and shall be disposed of offsite.

Unless otherwise noted elsewhere in the Contract Documents, material generated from removal activities will be disposed as per OPSS 180, at no extra cost to the Owner.

510.09 MEASURE FOR PAYMENT

510.09.01 Actual Measurement

Subsection 510.09.01 of OPSS.MUNI 510 is amended by the addition of the following:

510.09.01.25 Removal of Bridge Structure

No measurement for payment will be made for the item "Removal of Bridge Structure". Payment shall be lump sum.

ITEM 7 : GRANULAR A

Amendments to OPSS.MUNI 314, November 2019

314.07 CONSTRUCTION

314.07.07 Stockpiling of Granular Material

Subsection 314.07.07 of OPSS.MUNI 314 is deleted in its entirety and replaced by the following:

The contractor shall examine the site for a suitable location for stockpiling. If required, the Contractor shall stockpile material off site and import as required. No additional payment will be made for this work, and it is considered incidental to the item. Compensation for the clean-up of the stockpile site on completion of the operation, when required, shall be included as part of the granular item cost.

ITEM 8 : ROCK PROTECTION

Amendments to OPSS.MUNI 511, November 2019

511.05 MATERIALS

511.05.01 Rip Rap, Rock Protection, and Granular Sheeting

Subsection 511.05.01 is amended by the addition of the following:

PART "D" – SPECIAL PROVISIONS

Rip-rap shall be R-50 and meet the gradation requirements indicated in Table 8 of OPSS.MUNI 1004. Rip-rap shall be placed 300 mm thick at the locations indicated in the Contract Drawings.

ITEM 9 : EARTH EXCAVATION FOR STRUCTURE

Amendments to OPSS.MUNI 902, November 2021

902.03 DEFINITIONS

Section 902.02 of OPSS.MUNI 902 is amended by the addition of the following:

Section 902.03 is amended by the deletion of the definitions for Certificate of Conformance and for Quality Verification Engineer.

902.04 DESIGN AND SUBMISSION REQUIREMENTS

902.04.02 Submission Requirements

902.04.02.02 Milestone Inspection

Clause 902.04.02.02 of OPSS.MUNI 902 is deleted in its entirety and replaced with the following:

The Contract Administrator shall witness the following interim inspections of the work:

- a) Dewatering of excavation for structure.
- b) Excavation for coating of concrete abutments.

The next operation shall not proceed until the Contract Administrator has examined the excavation and given approval in writing to perform subsequent work.

902.07 CONSTRUCTION

902.07.05 Excavation

902.07.05.01 General

Clause 902.07.05.01 of OPSS.MUNI 902 is removed in its entirety and replaced with the following:

Under this item, the Contractor shall be responsible for the location, identification and protection of all underground utilities within the limits of construction. No additional payment will be made for the repair or replacement of such utilities that have been damaged by the work of this Contract.

902.07.08 Certificate of Conformance

Subsection 902.07.08 of OPSS.MUNI 902 is deleted in its entirety.

902.07.09 Management of Excess Materials

PART "D" – SPECIAL PROVISIONS

Subsection 902.07.09 of OPSS.MUNI 902 is amended by the addition of the following:

Excavated materials shall be disposed of off-site unless approved by the Contract Administrator as back fill for side slopes.

Unsuitable excavated material, including broken pavement, concrete, etc. and excess earth material, which is surplus to the requirements for backfill, shall be disposed of outside of the right-of-way at locations arranged for by the Contractor, at his own expense, and in accordance with applicable legislation.

ITEM 10 : SUPPLY, DELIVERY AND INSTALLATION OF PERMANENT MODULAR BRIDGES

1.0 SCOPE

This specification covers the requirements for the design, supply, delivery and installation of new bridge superstructures at the Lanark Highlands Sheridan Rapids site. The new bridge superstructures shall be prefabricated and pre-engineered permanent Truss Bridges or Girder Bridges. The requirements include:

- a) Supply, delivery and installation of the new South and North Bridges at Lanark Highlands Sheridan Rapids and all new associated hardware components;
- b) Supply of new superstructure bearings and bearing plates;
- c) Supply and installation of Steel Beam Guide Rail attached to the structure by use of post pockets or offset blocks as applicable, as detailed in the Contract Documents;
- d) All labour, equipment and materials required to launch or place the new structures.

2.0 REFERENCES

This specification refers to the following standards, specifications, or publications:

Ontario Provincial Standard Specifications, Construction

OPSS.MUNI 180	The Management of Excess Materials
OPSS.MUNI 906	Structural Steel for Bridges
OPSS.MUNI 908	Metal Railings for Structures
OPSS.MUNI 911	Coating for Structural Steel Systems

Ontario Ministry of Transportation Publications

Structural Manual

CSA Standards

CSA S6-19 Canadian Highway Bridge Design Code

CSA W47.1-09 (R2014) Certification of Companies for Fusion Welding of Steel

PART "D" – SPECIAL PROVISIONS

3.0 DEFINITION

Engineer means a professional engineer licensed by the Professional Engineers Ontario to practice in the Province of Ontario, who has a minimum of five (5) years of experience in the design and erection of modular bridge structures.

Modular Bridge means a superstructure comprised of commercially available standard proprietary prefabricated components that can be assembled and disassembled on site.

4.0 DESIGN AND SUBMISSION REQUIREMENTS

4.1 Design Requirements

Supplier shall design the bridge to be in conformance with the latest revision of CAN/CSA S6 "Canadian Highway Bridge Design Code", the Contract Documents, and the Structural Manual except that:

The following requirements of the CSA S6-19 are not mandatory:

- a. Traffic lane widths, side clearance, and sidewalks.
- b. Deck crossfall and drain outlets.

The bridge structures shall be designed in accordance with the requirements for a minimum Class "D" for Fatigue Limit States as outlined in CSA S6 and the deflection limit may be reduced to Span Length / 360 in accordance with the MTO Structural Manual – Guideline for the Design of Bridges on Low Volume Roads.

Post pockets anchors (welded or bolted) for barrier posts, if applicable, must be certified to meet the lateral (impact) loading identified for a TL1 barrier as specified in Appendix A of the 2016 MTO Exceptions to The Canadian Highway Bridge Design Code, CSA S6-14, for Ontario.

4.2 Drawings, Procedures & Certifications

The following documents, bearing the seal and signature of a design engineer and a design-checking engineer, shall be submitted to the Contract Administrator at least 7 days prior to commencement of the installation of the new bridges.

- a. Design and Working Drawings of the new bridges.
- b. Launching and / or installation procedures.
- c. A letter and design calculations certifying that the bridges have been designed according to the Canadian Highway Bridge Design Code.
- d. Where bridge components are fabricated outside of Canada, a letter submitted certifying that the materials used, and the fabrication of the modular bridge components are according to the requirements of the Canadian Highway Bridge Design Code.

PART "D" – SPECIAL PROVISIONS

- e. Where the load carrying capacity of bridge or any of its components has been established by testing, the load test reports provided by the manufacturer of the bridge shall be submitted confirming the bridge satisfies the requirements of the Evaluation Section of CSA S6, using a Reliability Index (β) not less than 3.75.

The Contract Administrator's review of the installation procedure shall not relieve the Contractor of responsibility for safety during the installation of the modular bridges.

4.3 Notice of Installation

The Contract Administrator shall be given written notice at least three weeks in advance of the commencement of installation of the new modular bridges.

5.0 MATERIALS

5.1 General

All components used in the bridge shall be of new manufacture by a fabricator certified according to CSA W47.1, Division 1 or 2, for steel fabrication or certified according to an equivalent recognized National Standard effective in the jurisdiction in which the Bridges are fabricated.

5.2 Bridge Components

All - Bridge steel components shall be fabricated according to the requirements of OPSS.MUNI 906.

All materials shall be new; according to OPSS.MUNI 911 and shall comply with the details specified herein.

The modular bridges shall be one of the following proprietary products:

- Acrow 700XS Bridge
- Algonquin Mabey Compact 200 Bridge
- Algonquin Vehicular Girder Bridge
- Northern Mat & Bridge Municipal Modular Access Bridge

The wearing surfaces of the new structures shall be one of the following:

- a. Precast Concrete
- b. Steel plate with epoxy coated aggregate
- c. Steel Checker Plate
- d. Plain steel deck with asphalt overlay
- e. Corrugated steel deck with gravel and asphalt topping

Install the modular bridge components which may include, but is not limited to panels, girders, end posts, associated bracing components, transoms, decking, all associated hardware, bearings, base plates, etc., and launch nose material (as applicable to accommodate complete installation).

PART "D" – SPECIAL PROVISIONS

5.3 Hardware

Bolts, screws and nuts shall be in accordance with BS 3692 ISO metric bolts or ASTM A325.

5.4 Guide Rail Post Pocket

Guide rail post pocket and associated hardware, if applicable, shall be capable of housing galvanized posts and shall be free of contact between galvanized steel and weathering steel or carbon steel.

5.5 Material Certification

Mill certificates shall be provided upon request by the Owner as confirmation of the steel quality used for the fabrication of the main structural elements.

6.0 EQUIPMENT – NOT USED

7.0 CONSTRUCTION

7.1 Certificate of Conformance

The Manufacturer's Engineer representative shall coordinate with the Contract Administrator and be on site during the installation of the bridge.

A Certificate of Conformance sealed by a licensed Professional Engineer shall be provided to the Contract Administrator upon the completion of the inspection of the constructed modular bridge structures indicating that the bridges have been fabricated and erected in conformance with the approved Working Drawings.

7.2 Installation of Modular Bridges

The new truss or girder bridges including all appurtenances shall be assembled in accordance with OPSS.MUNI 906, the manufacturer's recommendations and the Contract Drawings, whichever is most stringent.

Installation of the modular bridges may be with the use of a launching nose or crane assisted and shall be determined by the Contractor.

The launching nose, rollers and related installation materials shall be supplied by the Contractor. The Contractor shall obtain launching nose materials from the modular bridge manufacturer. The Contractor shall be responsible for supply, delivery, offloading, and assembly of the launching nose and related materials.

The bridge manufacturer's Engineer representative shall be on site during installation of the bridge.

PART "D" – SPECIAL PROVISIONS

7.3 Management of Excess Material

Management of excess material shall be according to the Contract Documents.

8.0 QUALITY ASSURANCE – Not Used

9.0 MEASUREMENT FOR PAYMENT

Payment shall be lump sum.

10.0 BASIS OF PAYMENT

Payment at the Contract price for the above item shall be full compensation for all Labour, Equipment, and Material to do the work, including design, supply, delivery, and installation of the modular bridge structures and components, including the associated decking, Steel Beam Guide Rail assembly, offset blocks and all associated hardware.

There will be no additional payment for items that are required for complete bridge installation including but not limited items such as a transom bolster, if required by the modular bridge supplier for their product.

ITEM 11 : CONCRETE REMOVAL – PARTIAL DEPTH, TYPE B

Work for the above tender items shall be in accordance with OPSS.MUNI 928

ITEM 12 : CONCRETE REMOVAL – PARTIAL DEPTH, TYPE C

Work for the above tender items shall be in accordance with OPSS.MUNI 928

ITEM 13 : CONCRETE PATCHES – FORM AND PUMP

Work for the above tender items shall be in accordance with OPSS.MUNI 930

ITEM 14 : CRACK INJECTION

Work for the above tender items shall be in accordance with OPSS.MUNI 932

ITEM 15 : COATING OF CONCRETE ABUTMENTS AND WINGWALLS

1.0 SCOPE

This specification covers the requirements for the coating of the existing concrete abutment faces within the water fluctuation zone as detailed in the Contract Drawings.

2.0 REFERENCES – NOT USED

PART "D" – SPECIAL PROVISIONS

3.0 DEFINITIONS – NOT USED

4.0 DESIGN AND SUBMISSION REQUIREMENTS – NOT USED

5.0 MATERIALS

5.1 Coating of Concrete Abutments

Coating of the concrete abutments with a two-stage system shall include the following, in accordance with the Contract Drawings and manufacturer's instructions:

- Stage 1; Apply AkzoNobel Intercrete 4801, or approved equivalent.
- Stage 2; Apply AkzoNobel Intercrete 4820, or approved equivalent.

6.0 EQUIPMENT

Equipment required for the application of each product shall be as detailed in the Manufacturer's application instructions, or as approved by the Manufacturer.

7.0 CONSTRUCTION

Coating of the existing abutments shall not occur until curing of any required partial depth repairs is complete.

Surface preparation, application, curing, shall be as detailed in the Manufacturer's application instructions, or as approved by the Manufacturer. The Contractor shall be responsible for the application in of each product in accordance with the Manufacturer's instructions.

8.0 QUALITY ASSURANCE – Not Used

9.0 MEASUREMENT FOR PAYMENT

Payment shall be lump sum.

10.0 BASIS OF PAYMENT

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment and material to complete the work.

ITEM 16 : STEEL BEAM GUIDE RAIL

Amendments to OPSS.MUNI 721, November 2018

721.01 SCOPE

PART "D" – SPECIAL PROVISIONS

Section 721.01 of OPSS.MUNI 721 is deleted in its entirety and replaced with the following:

This specification covers the requirements for the supply and installation of all approach single rail steel beam guide rail, top mounted anchorage, posts, connector plates, all associated hardware, and high intensity markers (WA-33LR) as indicated in the Contract Drawings.

ITEM 17 : STEEL BEAM ENERGY ATTENUATING TERMINAL

Amendments to OPSS.MUNI 723, November 2021

723.05 MATERIALS

723.05.02 Energy Attenuator Systems

Section 721.01 of OPSS.MUNI 721 is amended by the addition of the following:

The energy attenuator system shall be MSKT-SP-MGS Terminal Test Level 2 from Road Systems, Inc. (RSI), as indicated in the Contract Drawings.

PART “E” – 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 sixty (60) 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

PART “E” – FORM OF TENDER

Mandatory Requirements Schedule

The bidder is to identify three (3) recent client engagements that involve work that is substantially similar to the Work described in this Tender, and complete the information set out below.

Mandatory Requirement	Evaluation
Tender Deposit (Part “A” - Section 4)	Pass / Fail
Declaration (Part “E’ – Form of Tender)	Pass / Fail
References Schedule (Part “E’ – Form of Tender)	Pass / Fail
Pricing Schedule (Part “E’ – Form of Tender)	Pass / Fail
Health and Safety Documentation (Part “A” - Section 6)	Pass / Fail
Accessibility Declaration (Part “A” - Section 7)	Pass / Fail

PART “E” – FORM OF TENDER

References Schedule

The bidder is to identify three (3) recent client engagements that involve work that is substantially similar to the Work described in this Tender, and complete the information set out below.

Description	Reference #1	Reference #2	Reference #3
Client Name			
Address			
Contact Information (phone and email)			
Date, length, value of contract			
Description of work			

PART “E” – FORM OF TENDER

Pricing Schedule

I/We hereby agree to provide the permanent modular bridges supply and delivery services in accordance with the provisions set out in Parts A, B, C, D, and E of this Tender, for the following firm prices.

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
1	SP	Site Preparation	1	L.S.		
2	SP	General Sitework	1	L.S.		
3		Bonding & Insurance	1	L.S.		
4	182 802 805 SP	Environmental Protection	1	L.S.		
5	182 805 SP	Turbidity Curtains	1	L.S.		
6	706 SP	Traffic Control Signing	1	L.S.		
7	314 902	Granular A	200	t		
8	511 SP	Rip Rap (R-50)	55	m3		
9	721 SP	Steel Beam Guide Rail	120	m		
10		Top Mounted Steel Beam Guide Rail	12	m		
11	723 SP	Steel Beam Energy Attenuating Terminal System	8	ea.		
12	510 SP	Removal of Bridge Superstructures	1	L.S.		
13	902 SP	Earth Excavation for Structure	3.2	m3		
14	928 SP	Concrete Removal - Partial Depth - Type B	0.04	m3		
15	928 SP	Concrete Removal - Partial Depth - Type C	0.59	m3		
16	930 SP	Concrete Patches, Form and Pump	0.51	m3		
17	932 SP	Crack Injection	33	m		
18		Abutment Coating	67.2	m2		

PART “E” – FORM OF TENDER

CHECKLIST

Enclosed with submission:

- 1. Completed Part “E” enclosed
- 2. 2023 Health and Safety Policy – Part “A” (#6)
- 3. WSIB Certificate of Clearance – Part “A” (#6)
- 4. Accessibility Declaration – Part “A” (#7)
- 5. Tender Deposit – Part “A” (#4)

Documents upon Award of Contract:

- 1. Certificate of Insurance – Part “A” (#15)

PART “E” – FORM OF TENDER

TENDER LABEL

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

THE TOWNSHIP OF LANARK HIGHLANDS TENDER FOR THE REPLACEMENT OF BRIDGES ON SHERIDAN RAPIDS ROAD	
The Township of Lanark Highlands 75 George Street Lanark Highlands, ON	
Attention:	Kathryn Maton Public Works Manager
Telephone:	613-259-2398 ext. 239
E-mail:	publicworks@lanarkhighlands.ca
CONTRACT NUMBER: PW-2025-03	CLOSING DATE: 2:00 PM EST April 22, 2025
YOUR COMPANY’S NAME AND ADDRESS:	

Name of Firm or Individual	

Address	

Telephone and Fax Number	

Email Address	

Name of Person Signing for Firm	

Position of Person Signing for Firm	

✂ **Use the above label for your envelope when you submit your Tender Document (Hard Copy – OR – Digital (E-Mail)).**

THE TOWNSHIP OF LANARK HIGHLANDS
TENDER FOR
THE REPLACEMENT OF BRIDGES ON SHERIDAN RAPIDS ROAD

APPENDIX "A" – ACCESSIBILITY DECLARATION

[COMPANY LETTERHEAD]

To: The Township of LANARK HIGHLANDS
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]