

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING**



West Nipissing Ouest
Joie de vivre

**WEST NIPISSING SEWER AND WATERMAIN
UPGRADES – ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

PROJECT NO. NTB-26000926-00

Bid Closing: APRIL 30, 2026



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ETHEL STREET (MAIN TO CHURCH)
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Bid Closing APRIL 30, 2026



CONSULTING ENGINEERS:

**EXP SERVICES INC.
757 Main Street East
North Bay, Ontario
P1B 1C2**

**Tel: (705) 474-2720
Fax: (705) 474-8515**



OWNER:

**THE MUNICIPALITY OF WEST NIPISSING
101 – 225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1**

**Tel: (705) 753-2250
Fax: (705) 753-3950**

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**THE CORPORATION OF THE MUNICIPALITY OF WEST
NIPISSING - SEWER AND WATERMAIN UPGRADES
ETHEL STREET (MAIN TO CHURCH)**

Sealed Tenders, properly marked, will be received by Elizabeth Henning, Project Supervisor of Public Works, The Corporation of the Municipality of West Nipissing, 225 Holditch Street, Suite 101, Sturgeon Falls, ON, P2B 1T1, until **11.00 a.m.** local time on:

April 30th 2026

Major items and quantities are as follows:

- Granular A – 4,100 m²
- Granular B – 4,100 m²
- Curb & Gutter – 720m
- Sidewalk – 550 m²
- Asphalt – 3,600 m²
- Watermain – 240m
- Storm Sewer – 350m
- Sanitary Sewer – 300m

Tenders will be opened and read publicly 30 minutes after 11:30 a.m. local time on the above date in the Council Chambers.

The successful Tenderer will be required to provide a 100% Contract Bond upon execution of the Contract Agreement. The lowest or any Tender will not necessarily be accepted.

Tenderer's Check List

Before submitting your tender, check the following points:

1. Has your tender been signed, sealed and witnessed?	<input type="checkbox"/>
2. Have you enclosed the Tender Deposit, i.e., Certified Cheque, Bank Draft or Money Order?	<input type="checkbox"/>
3. Have you enclosed the Agreement to Bond, signed and sealed by your proposed Surety?	<input type="checkbox"/>
4. Have you completed all schedules and prices in the Form of Tender?	<input type="checkbox"/>
5. Have you indicated the number of addenda included in the tender price?	<input type="checkbox"/>
6. Have you shown the time for completion of the work? (if applicable)	<input type="checkbox"/>
7. Have you listed the Sub-Contractors (if applicable)?	<input type="checkbox"/>
8. Have you listed your Experience in Similar Work?	<input type="checkbox"/>
9. Have you listed your Senior Staff?	<input type="checkbox"/>
10. Have you listed the Tenderer's plant?	<input type="checkbox"/>
11. Are your documents complete?	<input type="checkbox"/>
Your tender will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.	
ENSURE THAT THE TENDER ENVELOPE IS SEALED AND PROPERLY IDENTIFIED.	

**THE CORPORATION OF THE
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**WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

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INSTRUCTIONS TO TENDERERS



CONSULTING ENGINEERS:

**EXP SERVICES INC.
757 Main Street East
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1. Location and Scope of the Work

The project is within the Municipality of West Nipissing, more specifically, Ethel Street from Main Street to Church Street. The project generally involves the reconstruction of existing roads and supply, replacement & installation of watermain, sanitary and storm works within Ethel Street. Work to be performed under this contract may include, but not be limited to: removal and replacement of watermain, services and appurtenances, removal and replacement of sanitary sewers and services, removal of existing and installation of new storm sewers, removals and disposals of existing roadway, excavation, any necessary rock excavation or subgrade reconstruction, road sub-base construction, road base construction, new curb and gutter for existing roadways, sidewalk replacement, asphalt placement, associated driveway and minor road intersection tie-ins, landscaping and reinstatement.

2. Inquires

The Tenderer is advised that inquiries regarding the interpretation of the Contract Plans, Specifications or Documents shall be directed to:

EXP Services Inc.
Attention: Codey Munshaw
Codey.Munshaw@exp.com

Questions will only be received until **4:00 p.m. on Tuesday April 21th, 2026**, to enable the Municipality to prepare an addendum (if any). Questions received after this deadline may not be acknowledged nor answered.

If during the period prior to submission of Tenders, the Municipality determined, in its sole and unfettered discretion, that part of the Tender requires formal amendment or clarification, written addenda to this Tender will be produced and made available to all Bidders through the Municipality website. In that case, the Tenders shall identify the addenda and indicate how they respond to them.

Bidders attempting to contact Municipality staff or elected officials other than the contact indicated in this Tender in subsection a) above, for whatever reason, during the Tender or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the Bidder's List. If consultation is deemed to be necessary by the Municipality, a Pre-Tender Meeting of all Bidders and Municipality staff will be arranged at a location of the Municipalities choosing. The Municipality reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.

No officer, agent or employee of the Municipality is authorized to verbally alter any portion of this Tender. During the period prior to submission of Tenders, any clarification will be issued in the form of written addenda. The Bidder shall list and attach any addenda that were considered when the Tender was prepared. Failure to execute and return any and all addenda issued by the Municipality will result in the Tender being deemed as Improper.

While the Municipality will post addenda on their website, it is the Bidder's ultimate responsibility to ensure all addenda have been received.

3. Delivery and Opening of Tenders

Tenders for the project listed above, sealed in the envelope provided, and clearly marked as to contents, will be received by the Corporation of the Municipality of West Nipissing, 225 Holditch Street, Suite 101, Sturgeon Falls, ON, P2B 1T1, until **11.00 A.M.** local time on:

April 30th 2026

Each Tender will be marked with the date and time of receipt by the Corporation of the Municipality of West Nipissing.

On the closing date, commencing at 30 minutes after 11:30a.m. local time, the envelopes will be opened by the Manager of Public Works, or an authorized representative, and the Tenderer's name and the Total Tendered Amount will be read and recorded publicly in the Council Chambers at the Municipality's Municipal Office at 225 Holditch Street, Suite 101, Sturgeon Falls, Ontario

4. Tendering Requirements

Tenderers are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- (a) The correct Tender Form, as supplied by the Corporation must be used and must be in the possession of the Official designated to receive tenders, or his duly authorized representative on or before the Tender Closing Date and Time. Tenders received after closing time will not be considered.
- (b) The Tender must be legible, written in ink or by typewriter, and all items must be tendered, where stipulated, with the unit price for every item and other entries clearly shown. Unit prices shall not include the Harmonized Sales Tax (HST).
- (c) Alternative proposals will not be considered unless requested in the tender documents.
- (d) The Tender must not be qualified by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Corporation.
- (e) Adjustments by telephone, facsimile, or letter to a Tender already submitted will not be considered. A Tenderer desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later tender submission.
- (f) The Tender Form must be signed in the space(s) provided on the form, with the signature of the Tenderer or of a responsible official of the organization tendering. If a joint tender is submitted, it must be signed on behalf of each of the Tenderers and if the signing authority for both Tenderers is vested in one individual he shall sign separately on behalf of each Tenderer. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

- (g) Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization tendering.
- (h) *The Tender shall be accompanied by a tender deposit in the form of a certified cheque, bank draft, money order or bid bond. It shall be payable to the Corporation for an amount equal to or greater than that specified below, and must be enclosed in the same envelope as the Tender.*
- (i) The Tender Deposit will vary depending on the value of the Tender, and will be in accordance with the following table:

<u>TOTAL TENDER AMOUNT</u>	<u>MIN DEPOSIT REQUIRED</u>
20,000.00 or less	500.00
20,000.01 to 50,000.00	1,000.00
50,000.01 to 100,000.00	2,000.00
100,000.01 to 250,000.00	9,000.00
250,000.01 to 500,000.00	19,000.00
500,000.01 to 1,000,000.00	40,000.00
1,000,000.01 to 2,000,000.00	75,000.00
2,000,000.01 and over	150,000.00.

5. Acceptance/Rejection of Tender

Following the public tender opening, the Consulting Engineer will check the Tenders and submit a report to the Corporation with recommendation for the award of a Contract. If the recommendation is for the award of a Contract and the recommendation is accepted by the Corporation, the Corporation will pass a resolution accepting the Tender and will immediately notify the successful Tenderer that his tender has been accepted.

Wherever in a Tender, the amount for any item does not agree with the extension of the estimated quantity and tendered unit price, the unit price shall govern, and the amount and the total tender price shall be corrected accordingly.

The Owner reserves the right in its absolute discretion to accept the tender which it deems most advantageous to itself and the right to reject any or all tenders. The lowest quoted price may not necessarily be accepted by the Owner. In determining which tender provides the best value to the Owner, consideration may be given to past performance of the Tenderer. The Owner reserves the right to verify the validity of information submitted in the tender and may reject any tender where the contents appear to be incorrect, inaccurate or inappropriate in the Owner's estimation. The Owner reserves the right to assess the ability

of the Tenderer to perform the contract and may reject any tender where the personnel and/or resources of the Tenderer appear insufficient in the Owner's estimation.

Tenders which are incomplete, conditional, unclear or which contain alterations of any kind or otherwise fail to conform to the instructions to Tenderers, may be rejected. The Owner reserves the right in its sole discretion to reject or retain for consideration tenders which are nonconforming because they do not contain the content or form required by the instructions to Tenderers or fail to comply with the process for submission set out in the instructions to Tenderers.

Changes will not be permitted after the tenders have been opened, unless negotiated by the Owner with the Tenderer. The Owner may modify or cancel the tender process prior to accepting any proposal. Should the Owner not receive any tender which is in its sole and absolute discretion satisfactory, the Owner reserves the right to reissue a request for tenders or negotiate a contract for the whole or any part of the project with any person, including one or more of the Tenderers.

In submitting a tender, the Tenderer agrees that it will not claim damages against the Owner for matters relating to the project, the contract or the competitive process. In submitting a tender, the Tenderer waives any claim for loss or profits if no agreement is entered into with the Tenderer.

6. Disposition of Tender Deposit

Following the checking of the tenders, all tender deposits, other than the successful Tenderer and one alternate Tenderer, will be returned to the applicable tenderers by registered mail.

When copies of the executed Contract are returned and found acceptable to the Corporation, the Tender Deposits of the successful Tenderer and the alternate Tenderer will be returned by Registered Mail.

7. Execution of Contract

Tenders shall be open for acceptance for a period of thirty (30) days after closing date. After this time the tender may only be accepted with the consent of the successful Tenderer.

The successful Tenderer shall be allowed ten (10) calendar days between the date of faxing the notification of acceptance of his Tender and the Form of Agreement, and the date the executed Contract must be returned to the Corporation.

The blank Form of Agreement bound in the Specimen Forms is for the Tenderer's information only; an original version will be provided to the successful Tenderer for signature.

The commencement date for work under this Contract shall be fourteen (14) calendar days after receipt of the Engineer's written order to commence work.

8. Failure by Successful Tenderer to Execute Contract

If the Contract has been awarded and the successful Tenderer fails to sign the Contract within the specified time, the Consulting Engineer may grant additional time to fulfill the necessary requirements or may recommend: (i) that the Contract shall be awarded to the next alternate Tenderer, or (ii) that the Contract shall be cancelled. In the case of (i) or (ii) above, the tender deposit of the successful Tenderer shall be forfeited. If the Contract is to be awarded to the alternate Tenderer, his tender deposit will be retained until he has executed the Contract.

If the alternate Tenderer fails, or declines, to execute the Contract, if awarded to him, his tender deposit shall be forfeited.

9. Bonding Requirements

The successful Tenderer, when notified in writing of the acceptance of his Tender, shall furnish a Contract Bond (100% Performance; 100% Payment) for the proper completion of the Contract and the payment of all creditors, OR 100% of the amount of the tender in cash or certified cheque. In the case of a Contract Bond, the said Bond shall be for 100% of the amount of the tender and must be issued by a Bonding Company satisfactory to the Owner and authorized by law to carry on business in the Province of Ontario. The security shall be maintained in force until the Final Release of Holdback Payment Certificate is issued.

If he intends to provide a Contract Bond, the Tenderer shall include the Agreement to Bond with his tender, using a form similar to that bound in the Form of Tender. In the case of cash or certified cheque, the Tenderer shall provide a letter, stating his intent in accordance with the details above, in lieu of the Agreement to Bond.

10. Omissions, Discrepancies, Interpretations & Addenda

Should a Tenderer find discrepancies in, or omissions from, the drawings, specifications or other tender documents or should he be in doubt as to their meaning, he should notify the Consulting Engineer who may send a written instruction to all Tenderers in the form of an Addendum to the Contract.

No oral interpretation shall be made to a Tenderer as to the meaning of any of the tender documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Consulting Engineer.

11. Proof of Ability

In order to aid the Corporation in determining the responsibility of the Tenderer, the Tenderer shall complete the following statement sheets, which are bound herein.

Statement "A" - Stating the Tenderer's experience in similar work which he has successfully completed.

Statement "B" - Giving a list of Tenderer's Senior Supervisory Staff with a summary of experience of each.

Statement "C" - Product Suppliers List

Statement "D" - Traffic Management Plan

Statement "E" - Construction Schedule

Statement "F" - Construction Methodology of Construction Plan

Statement "G" - Contractor's Dewatering Plan

12. Subcontractors

The Tenderer shall give in Statement "D" bound in the Form of Tender, the name and address of each proposed subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one subcontractor shall be named for each part of the work sublet. The Contractor shall not be allowed to substitute other subcontractors in place of those named without the written approval of the Engineer.

13. Taxes

All unit prices are to exclude the Harmonized Sales Tax. Such tax will be shown as a separate entry on the Schedule of Items and Prices.

14. Acceptance of Tenders

Tenders will only be accepted from bidders that are in compliance with the Municipality's Purchasing Bylaw (current bylaw as of the date of this tender).

Bidders are advised that the Municipality functions through its Policy 2006/332 "Validity of Tenders" and its Bylaw 2016/89 "By-Law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing", including revisions to those policies passed by Municipal Council.

**THE CORPORATION OF THE
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**WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

PROJECT NO. NTB-26000926-00

FORM OF TENDER



CONSULTING ENGINEERS:

**EXP SERVICES INC.
757 Main Street East
North Bay, Ontario
P1B 1C2**

**Tel: (705) 474-2720
Fax: (705) 474-8515**



OWNER:

**THE MUNICIPALITY OF WEST NIPISSING
101 – 225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1**

**Tel: (705) 753-2250
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FORM OF TENDER

**THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING WEST
NIPISSING SEWER AND WATERMAIN UPGRADES – ETHEL STREET (MAIN
TO CHURCH)**

TENDER BY _____

ADDRESS _____

_____ TEL/FAX NO. _____

PERSON SIGNING _____

A COMPANY DULY INCORPORATED UNDER THE LAWS OF _____

AND HAVING ITS HEAD OFFICE AT _____

HEREINAFTER CALLED "THE TENDERER".

NOTE: The Tenderer's name and residence must be inserted above and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: The Corporation of the Municipality of West Nipissing,
Suite 101, 225 Holditch Street,
Sturgeon Falls, Ontario. P2B 1T1

I/WE, _____ having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions, Form of Agreement and Addendum/Addenda No. _____ to _____* inclusive, attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions attached hereto, for the sum of:

_____/100 (\$ _____), or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following.

*The Tenderer shall insert here the number of Addenda received by him during the tendering period and taken into account by him in preparing his tender.

Attached to this Tender is a certified cheque, or other form of security, in the amount specified in the "Information for Tenderers", made payable to the **The Corporation of the Municipality of West Nipissing**, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Owner if I/WE fail to file with the Owner the executed Form of Agreement for the performance of the work within ten (10) calendar days from the date of notification of the acceptance of this tender by the Owner.

I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post or by fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

The commencement date for work under this Contract shall be fourteen (14) calendar days after receipt of Engineer's written order to commence work, and to complete the work on or before _____, as set out in the Special Provisions, Liquidated Damages.

The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation, other than the Tenderer, has any interest in this Tender or in the proposed contract for which the tender is being made.

The Tenderer declares that this Tender is made without any connection, comparison of figures, or arrangements with or knowledge of, any other person, firm or corporation making a tender for the same work.

The "Agreement to Bond" of the _____, a company lawfully doing business in the Province of Ontario, to furnish a Contract Bond in the form bound herein and appended hereto, in an amount equal to 100% of the Contract Price; or a letter agreeing to supply a certified cheque (or cash), if this Tender is accepted, is enclosed herewith.

SCHEDULE OF ITEMS AND PRICES
WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
ETHEL STREET (MAIN TO CHURCH)

Item No.	Item	Unit	Tender Quantity	Unit Price	Amount
<u>Part A: General</u>					
1	INSURANCE AND BONDING	L.S.	1		
2	MOBILIZATION/DEMobilIZATION	L.S.	1		
3	BUILDING CONDITION SURVEY	L.S.	1		
4	ENVIRONMENTAL PROTECTION	L.S.	1		
5	DUST CONTROL	L.S.	1		
6	AS BUILT DOCUMENTATION	L.S.	1		
<i>SUBTOTAL PART A:</i>\$ _____					
<i>CONTINGENCY (5%):</i>\$ _____					
<i>TOTAL PART A (excl. HST):</i>\$ _____					

Item No.	Item	Unit	Tender Quantity	Unit Price	Amount
<u>Part B: Road and Infrastructure Reconstruction</u>					
ROAD/SURFACE WORKS					
7	TRAFFIC CONTROL – ETHEL STREET	L.S.	1		
8	REMOVAL AND DISPOSAL: ASPHALT (ETHEL ST)	m ²	2,700		
9	REMOVAL AND DISPOSAL: ASPHALT DRIVEWAYS	m ²	460		
10	REMOVAL AND DISPOSAL: CONCRETE SIDEWALK OR DRIVEWAY	m ²	550		
11	EXCAVATION AND REMOVAL: ROAD BASE	m ³	4,100		
12	SUPPLY AND PLACE GRANULAR DRIVEWAYS (200mm)	m ²	60		
13	ASPHALT DRIVEWAY/WALKWAY (50mm HL4), INCLUDING 150mm GRANULAR ‘A’ BASE	m ²	180		
14	INTERLOCKING BRICK DRIVEWAY/WALKWAY REMOVAL AND REINSTATEMENT	m ²	20		
15	GRANULAR ‘B’ TYPE II SUBBASE (400mm COMPACTED)	m ²	4,100		
16	GRANULAR ‘A’ BASE (150mm COMPACTED)	m ²	4,100		
17	CONCRETE CURB AND GUTTER	m	720		
18	SUBDRAIN	m	720		
19	CONCRETE WALKWAY/PATH TO PRIVATE UNIT	m ²	20		
20	NEW SIDEWALK	m ²	540		
21	PEDESTRIAN RAMP WITH TACTILE PLATES (SET)	Set	3		
22	ASPHALT TACK COAT	m ²	3,600		
23	ASPHALT: BASE (50mm SP19.0 OR HL8)	m ²	3,600		
24	ASPHALT: SURFACE (40mm SP12.5 OR HL3)	m ²	3,600		
25	ASPHALT: BOULEVARD (50mm SP12.5 OR HL4)	m ²	140		
<i>SUBTOTAL CARRIED FORWARD TO PAGE T-4.....</i> \$ _____					

SCHEDULE OF ITEMS AND PRICES
WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
ETHEL STREET (MAIN TO CHURCH) (CONTINUED)

Item No.	Item	Unit	Tender Quantity	Unit Price	Amount
<i>SUBTOTAL CARRIED FORWARD FROM PAGE T-3..... \$ _____</i>					
UNDERGROUND WORKS					
26	CCTV OF SANITARY AND STORM SEWER MAINS AND SERVICES	L.S	1		
SANITARY WORKS					
27	CONNECTION TO EXISTING SANITARY SEWER	ea.	3		
28	300mm SANITARY SEWER	m	300		
29	SANITARY MAINTENANCE HOLE REMOVAL & DISPOSAL	ea.	1		
30	REMOVE AND DISPOSAL OF EXISTING SANITARY SEWER PIPE	m	160		
31	1200mm SANITARY MAINTENANCE HOLE	ea.	3		
32	SANITARY SEWER SERVICE	ea.	11		
STORM WORKS					
33	CONNECTION TO EXISTING STORM SEWER	ea.	1		
34	REMOVAL OF STORM MAINTENANCE HOLE	ea.	1		
35	REMOVAL OF CATCH BASIN	ea.	13		
36	REMOVAL OF STORM SEWER	m	190		
37	300mm STORM SEWER	m	105		
38	400mm STORM SEWER	m	65		
39	525mm STORM SEWER	m	180		
40	1200mm CATCH BASIN MAINTENANCE HOLE	ea.	6		
41	CATCH BASIN: SINGLE	ea.	5		
DRINKING WATER WORKS					
42	WATER DISTRIBUTION SYSTEM – WORK PLAN	L.S.	1		
43	TEMPORARY WATER SERVICE	L.S.	1		
44	CONNECTION TO EXISTING WATER MAIN	ea.	2		
45	WATERMAIN: 300mm	m	240		
46	300mm GATE VALVE WITH BOX	ea.	1		
47	NEW WATER SERVICE	ea.	11		
48	FIRE HYDRANT	ea.	2		
49	WATER MAIN COMMISSIONING	L.S.	1		
LANDSCAPING / STREETScape ELEMENTS					
50	TOPSOIL AND HYDROSEED	m ²	1,270		
<i>SUBTOTAL PART B:.....\$ _____</i>					
<i>CONTINGENCY (5%):.....\$ _____</i>					
<i>TOTAL PART B (excl. HST):.....\$ _____</i>					

SCHEDULE OF ITEMS AND PRICES
WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
KING STREET AND ETHEL STREET (CONTINUED)

<u>Part C: Provisional Items</u>					
Item No.	Item	Unit	Tender Quantity	Unit Price	Amount
51	EXCAVATION AND DISPOSAL: ROCK (PROVISIONAL)	m3	100		
52	COMPACTION TESTING	ALLOW	100%	\$15,000.00	
53	CONSTRUCTION INFORMATION SIGNAGE (PROVISIONAL)	L.S.	1		
54	DAYLIGHTING UTILITIES (PROVISIONAL)	Hrs.	30		
55	REINSTATEMENT OF STREET SIGNAGE (PROVISIONAL)	L.S.	1		
56	TREE REMOVAL (PROVISIONAL)	ea.	1		
57	PIPE INSULATION (PROVISIONAL)	m	10		
<i>SUBTOTAL PART C:</i>\$ _____					
<i>CONTINGENCY (5%):</i>\$ _____					
<i>TOTAL PART C (excl. HST):</i>\$ _____					

<i>TOTAL PART A (EXCLUDING HST):</i>\$ _____
<i>TOTAL PART B (EXCLUDING HST):</i>\$ _____
<i>TOTAL PART C (EXCLUDING HST):</i>\$ _____
<i>TOTAL PARTS A & B & C:</i>\$ _____
<i>HST (13%):</i>\$ _____
<i>COMBINED TOTAL PARTS (INCLUDING HST):</i>\$ _____

REFERENCE INFORMATION

BIDDERS are required to provide three (3) references listing contracts similar in nature and size to the project described in this TENDER; undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number _____ Fax Number: _____
E-Mail Address (if available): _____
Number of Years at Location: ___ Value of Contract: \$ _____

- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number _____ Fax Number: _____
E-Mail Address (if available): _____
Number of Years at Location: _____ Value of Contract: \$ _____

- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number _____ Fax Number: _____
E-Mail Address (if available): _____
Number of Years at Location: _____ Value of Contract: \$ _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

Company/BIDDER

Authorized Signature

(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)

SUB-CONTRACTOR LIST

Herewith is the list of Subcontractors that will be retained to perform the appropriate work indicated. **No Subcontractor will be changed without written approval from the Owner.**

Section of Work: **Subcontractor's Name or "Own forces"**

Section of Work:	Subcontractor's Name or "Own forces"

EQUIPMENT LIST

Herewith is the list of equipment that will be used on the project during the course of the work.
List ALL equipment that will be used and fill all information.

YR	Equipment	Size	Model	Make	Condition
<u>Example</u>					
2001	Backhoe	1 cu. Yd.	330	John Deere	Overhauled 2006

Labour and Equipment Rates

Herewith is the list of Labour and Equipment Rates:

Labour & Equipment Rates

Additional Labour Requirements:

Foreman _____

Tradesman: Instrumentation _____

Technician Skilled _____

Labour _____

Labourer _____

Heavy Equipment Operators _____

Additional Equipment Requirements: (list all equipment available to project with hourly and daily rates)

Description _____ size _____ price/hr _____ price/day _____

STATEMENT "A"
SUMMARY OF TENDERER'S EXPERIENCE
IN SUCCESSFULLY COMPLETED WORKS

Herewith is the list of the Tenderer's experience in similar work which they have successfully completed. A minimum of three (3) references from the past five (5) years are required for each of Civil works.

Year	Description of Contract	For Whom Work Performed	Value of Contract	Reference Contact Information

STATEMENT "C"
PRODUCT SUPPLIERS

Herewith is the list of Product Suppliers from whom the appropriate products or materials will be purchased for the execution of the work. No product supplied shall be substituted without following the procedures outlined in Product Substitutions of the General Specifications.

Product	Product Supplier
Exterior Piping for Water Distribution System, Including Fittings and all Related Apparatuses:	
Hydrants and appurtenances:	
Restraint Systems:	
Water Valves:	
Gate Valves (75mmØ and larger):	
Gate Valves (smaller than 75mmØ):	
Check Valves:	
Redi-Mix Concrete:	
Reinforcing	
Other:	

STATEMENT “D”
TRAFFIC MANAGEMENT PLAN

Herewith is the Traffic Management Plan to be provided by the contractor to complete the work. Contractor shall illustrate the Traffic Management Plan with the use of drawing(s), details and descriptions. Additional pages and drawings should be attached in Contractor’s submission for evaluation.

STATEMENT “E”
CONSTRUCTION SCHEDULE

Herewith is the Construction Schedule to be provided by the contractor to complete the work. Construction Schedule shall be presented in a **Gantt Chart format**. The Gantt Chart Schedule shall be attached in Contractor’s submission for evaluation.

STATEMENT “F”
CONTRACTOR’S METHODOLOGY OF CONSTRUCTION PLAN

Herewith is the Contractor’s Methodology of Construction Plan to complete the work. Please provide as a separate document to the Tender Package. The Contractor’s Methodology of Construction Plan shall be attached in Contractor’s submission for evaluation.

STATEMENT "G"
CONTRACTOR'S DEWATERING PLAN

Herewith is the Contractor's Dewatering Plan to complete the work. Please provide as a separate document to the Tender Package. The Contractor's Dewatering Plan shall be attached in Contractor's submission for evaluation.

AGREEMENT TO BOND

Herewith is the Consent of Surety of the Tender submitted.

The Tenderer agrees that he will furnish to the Owner copies of all required subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-Approved subcontractors.

The Tenderer agrees to have all the works Completed by the Time of completion as stated in the contract documents.

The “Agreement to Bond” of the _____(Company), a Company lawfully doing business in the Province of Ontario, to furnish a Performance Bond and a Labour and Material Payments Bond each in an amount equal to 50 percent of the Contract Price, or in such greater amount as may be required by the Contract Documents, if this Tender is accepted, is attached herewith.

A tender deposit in the amount of \$ _____ is attached hereto.

CONSENT OF SURETY COMPANY (or submit executed form from Surety Company)

Should they be required, the undersigned Surety Company hereby consents and agrees with the Owner to become bound as Surety in all Performance Assurance Bonds required by the Contract Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to the aforementioned contractor at prices set forth in the attached Tender. The said Surety is legally entitled to do business in the Province of Ontario.

Name of Company

Address

Per: _____
(Executed under Seal)

Per: _____

This Tender is executed under seal at _____ this _____ day
of _____, 2026.

Name of

CONTRACTOR: _____

Address: _____

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ (Tenderer - please print)

_____ (Signature of Tenderer)

In the presence of:

Name: _____

Address: _____

Occupation: _____

FOR LIMITED COMPANY

The Corporate Seal of:

_____ (Seal)
(Tenderer - please print)

was hereunto affixed in the presence of:

Authorized Signing Officer and Title

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. If the Tender is submitted by or on behalf of a Corporation, it must be signed in the name of the Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partners.

Ontario Municipal and Provincial General and Construction Specifications

- OPS General Conditions of Contract (Municipal Oriented) Nov. 2024

Ontario Municipal and Provincial Standard Specifications

- OPSS MUNI 180 Nov. 2016 – Management of Excess Materials
- OPSS MUNI 206 Nov. 2019 – Grading
- OPSS MUNI 310 Nov. 2017 – Hot Mix Asphalt
- OPSS MUNI 351 Nov. 2019 – Concrete Sidewalk
- OPSS MUNI 353 Nov. 2019 – Concrete Curb and Gutter Systems
- OPSS MUNI 401 Nov. 2018 – Trenching, Backfilling and Compacting
- OPSS MUNI 402 Nov. 2016 – Excavating, Backfilling, and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers
- OPSS MUNI 405 Nov. 2017 – Pipe Subdrains
- OPSS MUNI 407 Nov. 2020 – Maintenance Holes, Catch Basins, Ditch Inlet, and Valve Chamber Installation
- OPSS MUNI 409 Nov. 2017 – Closed-Circuit Television Inspection of Pipelines
- OPSS MUNI 410 Nov. 2018 – Pipe Sewer Installation in Open Cut
- OPSS MUNI 441 Nov. 2016 – Watermain Installation in Open Cut
- OPSS MUNI 501 Nov. 2017 – Compacting
- OPSS MUNI 506 Nov. 2017 – Dust Suppressants
- OPSS MUNI 510 Nov. 2018 – Removal
- OPSS MUNI 706 Nov. 2018 – Temporary Traffic Control Devices
- OPSS 710 Nov. 2010 – Pavement Marking
- OPSS MUNI 802 Nov. 2019 – Topsoil
- OPSS MUNI 803 Nov. 2018 – Sodding

Current OPSS – All material specification referenced in the above.

Ontario Provincial Standard Drawings (OPSDs)

- OPSD 100.010 Nov'10 Rev. 4 – Abbreviations, General A-C
- OPSD 100.011 Nov'06 Rev. 1 – Abbreviations, General D-J
- OPSD 100.012 Nov'09 Rev. 2 – Abbreviations, General L-R
- OPSD 100.013 Nov'09 Rev. 4 – Abbreviations, General S-W
- OPSD 100.050 Nov'06 Rev. 1 – Abbreviations, Building Descriptions
- OPSD 100.060 Nov'06 Rev. 1 – Abbreviations, Geotechnical
- OPSD 101.010 Nov'06 Rev. 1 – Topography Plan Features, Monument Features
- OPSD 101.011 Nov'06 Rev. 1 – Topography Plan Features, Ground Features
- OPSD 101.012 Nov'06 Rev. 1 – Topography Plan Features, Road Features
- OPSD 101.013 Nov'06 Rev. 1 – Topography Plan Features, Barrier And Vegetation Features
- OPSD 101.014 Nov'06 Rev. 1 – Topography Plan Features, Utility Features
- OPSD 101.015 Nov'06 Rev. 1 – Topography Plan Features, Drainage Features
- OPSD 101.016 Nov'06 Rev. 1 – Topography Plan Features, Miscellaneous Features
- OPSD 101.017 Nov'08 Rev. 3 – Topography Plan Features, Right-Of-Way Features
- OPSD 102.010 Nov'06 Rev. 1 – Removals, Legend
- OPSD 103.010 Nov'06 Rev. 1 – New Construction, Legend 1
- OPSD 103.011 Apr'08 Rev. 2 – New Construction, Legend 2
- OPSD 200.010 Nov'09 Rev. 2 – Earth/Shale Grading, Undivided Rural

- OPSD 206.010 Nov'09 Rev. 1 – Granular Courses, Undivided Rural
- OPSD 206.050 Nov'08 Rev. 1 – Subdrain Pipe, Connection And Outlet, Rural
- OPSD 210.010 Nov'10 Rev. 1 – Tangent Shoulders, Rural
- OPSD 210.020 Nov'10 Rev. 1 – Superelevated Shoulders, Rural
- OPSD 216.021 Nov'08 Rev. 2 – Subdrain Pipe, Connection And Outlet, Urban
- OPSD 310.010 Nov'19 Rev 3 – Concrete Sidewalk
- OPSD 310.030 Oct'93 Rev. 0 – Concrete Sidewalk Ramps At Intersections
- OPSD 310.050 Nov'05 Rev. 1 – Concrete Sidewalk, Driveway Entrance Details
- OPSD 400.010 Nov'18 Rev 3 – Cast Iron, Square Frame With Square Overflow Type Dished Grate For Catch Basins, Herring Bone Openings
- OPSD 401.010 Nov'13 Rev. 3 – Cast Iron, Square Frame With Circular Closed Or Open Cover For Maintenance Holes
- OPSD 404.020 Nov'18 Rev 4 – Aluminum Safety Platform For Circular Maintenance Holes
- OPSD 600.040 Nov'12 Rev. 2 – Concrete Barrier Curb With Standard Gutter
- OPSD 608.010 Nov'12 Rev. 2 – Method Of Termination For Concrete Curb With Gutter
- OPSD 610.010 Nov'09 Rev. 1 – Catch Basin Frame With Grate Installation At Curb And Gutter
- OPSD 701.010 Nov'14 Rev. 5 – Precast Concrete Maintenance Hole, 1200 mm Diameter
- OPSD 701.011 Nov'14 Rev 5 – Precast Concrete Maintenance Hole, 1500mm Diameter
- OPSD 701.021 Nov'14 Rev. 4 – Maintenance Hole Benching And Pipe Opening Alternatives
- OPSD 705.010 Nov'14 Rev. 3 – Precast Concrete Catch Basin, 600 X 600 mm
- OPSD 705.020 Nov'19 Rev. 4 – Precast Concrete Twin Inlet Catch Basin 600mm X 1450mm
- OPSD 802.010 Nov'14 Rev. 3 – Flexible Pipe, Embedment And Backfill, Earth Excavation
- OPSD 802.013 Nov'14 Rev. 3 – Flexible Pipe, Embedment and Backfill, Rock Excavation
- OPSD 1006.020 Nov'11 Rev 2 – Sewer Service Connections For Flexible Main Pipe Sewer
- OPSD 1103.010 Nov'13 Rev. 2 – Concrete Thrust Blocks For Tees, Plugs, And Horizontal Bends
- OPSD 1104.010 Nov'18 Rev 4 – Water Service Connection – 19mm And 25mm
- OPSD 1104.020 Nov'18 Rev 4 – Water Service Connection – 32mm, 38mm, And 50mm
- OPSD 1104.030 Nov'18 Rev 3 – Blow Off Installation
- OPSD 1105.010 Nov'13 Rev. 2 – Hydrant Installation
- OPSD 1109.011 Nov'08 Rev. 1 – Cathodic Protection for PVC Watermain Systems

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING**

**WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

PROJECT NO. NTB-26000926-00

GENERAL PROVISIONS



CONSULTING ENGINEERS:

**EXP SERVICES INC.
757 Main Street East
North Bay, Ontario
P1B 1C2**

**Tel: (705) 474-2720
Fax: (705) 474-8515**



OWNER:

**THE MUNICIPALITY OF WEST NIPISSING
101 – 225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1**

**Tel: (705) 753-2250
Fax: (705) 753-3950**

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1. CONVENIENCES

The Contractor must provide and properly maintain, in clean condition, suitable and convenient privy or water closet accommodation for all workers.

2. APPROVALS AND PERMITS

The construction of the works and all operations connected thereto are subject to the approval, inspection, by-laws and regulations of all municipal, provincial and federal and other authorities having jurisdiction in respect to any matter embraced in this Contract.

Unless otherwise specifically stated in the tender document, the Contractor shall obtain and pay the fees for all approvals and permits required for or in respect of the works, except that the Owner will reimburse the Contractor for the fee, if any, paid to the Municipality for a building permit.

The Contractor shall obtain all necessary Ministry of Natural Resources and Ministry of Labour work permits.

3. NOTIFICATIONS

The Contractor shall provide the following:

- .1 When streets or roadways are to be closed, or traffic restricted, notify the appropriate fire and police departments, emergency services as well as waste collection contractor, giving at least seven (7) days' notice prior to the closing or restriction.
- .2 If bus routes are affected, notify the bus company, giving at least seven (7) days' notice.
- .3 When streets or roadways are to be re-opened, or restrictions removed, immediately notify the fire, police, emergency services, and bus authorities.
- .4 Give at least 48 hours' notice, not including weekends or statutory holidays, to affected property owners of interruptions to access to properties adjoining the work or interruptions to garbage collection, sewer or water services as authorized by the Engineer. Arrange interruptions so as to create a minimum interference to those affected.
- .5 Submit a schedule of expected interruptions for approval and adhere to approved schedule.
- .6 Give notification of unscheduled shutdowns of Municipal facilities by whatever means determined by the Engineer to all users of the facilities and pay cost of notification.

4. UTILITY AND MUNICIPAL INSTALLATIONS/CONNECTIONS/REMOVALS/ TESTING

The approximate locations of utilities are shown on the Contract Drawings. It shall be the Contractor's responsibility to contact the Municipality and the various utility companies, prior to construction, in order to verify infrastructure and utility locations on site. The Contractor shall ensure that these locations are brought to the attention of all subcontractors. The potential contacts are as follows:

1. Corporation of the Municipality of West Nipissing,
101-225 Holditch Street,
Sturgeon Falls, Ontario. P2B 1T1
Tel: (705) 753-6925
Fax: (705) 647-9632
Contact: Shawn Remillard, C. Tech., Manager of Public Works.
2. Union Gas Limited,
828 Falconbridge Road,
P.O. Box 4000, Station A,
Sudbury, Ontario. P3A 4S3
Tel: 1-800-400-2255
3. Bell Canada,
P.O. Box 9000, Stn Don Mills,
North York, Ontario. M3C 2X7
Tel: 1-800-668-6878
4. Vianet
222 McIntyre St. W
North Bay, Ontario. P1B 2YB
Tel: 1-705-474-3364
5. Greater Sudbury Hydro,
500 Regent Street,
Sudbury, Ontario, P3E 4P1
Local Contact: Carey Gilligan, Operation Supervisor Greater Sudbury Utilities
Office: (705) 753-2341 x 2500
Fax: (705) 753-2177
Cell: (705) 477-3538
Email: careyg@gsuinc.ca

5. ENVIRONMENTAL CONSTRAINT

Areas Used For The Management Of Excess Materials

It shall be the Contractor's responsibility to dispose of all excess materials in accordance with OPSS 180. Contractor is responsible for all costs associated with the removal and disposal of excess and waste materials including tipping fees at landfill sites. Waste materials shall be transported to the following disposal sites, at no additional cost to the Owner:

- .1 Bituminous Pavement - Municipal Landfill site.
- .2 Earth - Municipal Landfill site.
- .3 Pipe, damaged manholes, and sewage contaminated soil, from the removal of sanitary sewers, storm sewers and watermains – Municipal Landfill Site.
- .4 Waste from clearing & grubbing – Municipal Landfill site.

The areas worked by the Contractor shall be trimmed and graded to a neat and satisfactory condition.

The Contractor shall submit, to the Contract Administrator, signed "Permission to Enter" forms for all proposed disposal sites, prior to the placement of any excess material. At the conclusion of the work, he shall submit, to the Contract Administrator, signed "Property Owner's Release" forms.

No separate payment will be made for any of the above work.

Watercourse/Fisheries Protection-General

At all times, the Contractor's operations shall be controlled so as to prevent the entry of deleterious materials to watercourses. Controls shall include, but not be restricted to, the following:

- (a) Erosion and sedimentation control, and protection of environmentally sensitive areas shall be in compliance with requirements that may be specified elsewhere in the Contract.
- (b) Watercourses shall not be diverted, or blocked, and temporary watercourse crossings shall not be constructed or utilized, unless otherwise specified in the Contract.
- (c) Where the Contract does not require work in watercourses or on watercourse banks, equipment shall not be operated within such areas.

- (d) Where the Contract requires work in watercourses or on watercourse banks, such work shall comply with operational constraints specified elsewhere in the Contract.
- (e) Construction material, excess material, construction debris, and empty containers shall be stored away from watercourses and watercourse banks.
- (f) All equipment maintenance and refueling shall be controlled so as to prevent any discharge of petroleum products. Vehicular maintenance and refueling shall be conducted away from watercourses and watercourse banks.

In the event that the Contract Administrator determines that controls are unacceptable, the Contractor shall cease those operations, as identified by the Contract Administrator, which are causing the entry of deleterious material to watercourses. Such operations shall remain suspended until otherwise directed by the Contract Administrator in writing. This will not require the cessation of work required for such essential operations as continuous concrete pours for structures, unless otherwise directed by the Contract Administrator.

6. EROSION AND SEDIMENT CONTROL

The erosion and sedimentation control items detailed in the Contract address the requirements of regulatory authorities needed to obtain authorizations, permits and/or approvals in order to proceed to construction, and erosion and sedimentation controls not related to contractor construction methods and operations such as final slopes and final ditches.

The Contractor shall, as part of the Contract price, control erosion and sediment caused by their construction methods and operations including but not limited to incomplete earth slopes, ditches and designated disposal areas, stockpiles, access and service roads, storage and work areas, and non-designated disposal areas so as to meet all legislative requirements, to prevent entry of sediments into watercourses and environmentally sensitive areas and to prevent damage to property inside or outside of the right-of-way.

The time interval between commencement and completion of any work that disturbs earth surfaces shall be a maximum of 20 calendar days. Commencement of such work shall be considered to have occurred when the original stabilizing ground cover has been removed, including grubbing, or has been covered with fill material. Completion of such work shall be considered to have occurred when the cover material (seed and mulch, seed and erosion control blanket, sod, rip-rap, etc.) has been applied.

Where the timing of the operation results in a conflict with the application requirements of the specified cover, the Contractor shall determine appropriate interim measures that afford temporary protection until such a time as final cover can be applied.

These timing constraints apply regardless of timing of Contract award.

Where interceptor ditches or subsurface drains are specified in the Contract, they shall be constructed before commencement of any related cut or fill.

Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.

Where dewatering is required, and where culverts are cleaned by hydraulic means, effluent shall be discharged to prevent entry of sediment to watercourses.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Contract Administrator.

A 200m stand-by supply of prefabricated light duty silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the

Contract site prior to commencement of grading operations and throughout the duration of the Contract.

7. OPERATIONAL CONSTRAINTS – SPECIES AT RISK

Special Provision No. 100S14 (M)

June 2010

Subsection GC.3.07.01, Delays, of the OPS General Conditions of Contract is amended by the addition of the following:

- g) The unexpected presence of Species at Risk protected under the federal *Species at Risk Act* or the provincial *Endangered Species Act* that was not specified in the Contract Documents.

Section GC.3.07 is further amended by the addition of the following subsection:

.4 If the Contractor encounters Species at Risk as defined in clause GC 3.07.01 during operations:

- a) The Contractor shall be aware of the requirements and prohibitions of the federal *Species at Risk Act, 2002* and the provincial *Endangered Species Act, 2007* for which information is available on the Environmental Canada website and the Ministry of Natural Resources website respectively.
- b) The Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator.
- c) Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, according to subsection GC 7.10, Suspension of Work.
- d) Any delay in the completion date of the Contract that is caused by such a cessation of construction operations shall be considered to be beyond the Contractor's control according to paragraph GC 3.07.01.
- e) Any increases in the cost of the work to be done that are caused by such a cessation of construction operations shall be considered as a Change in the Work according to paragraph GC 3.10.01.01.
- f) Any work directed or authorized in connection with the unexpected presence of Species at Risk shall be considered as Changes in the Work according to clause GC 3.10.01, Changes in the Work.

8. PROVISION FOR TRAFFIC

The Contractor shall be required to make provision for the safe passage and control of localized traffic within, entering, or leaving the construction zone. The Contractor shall submit to the Owner for approval details showing the specific locations of temporary detour

routes and signs.

Access to all entrances shall be maintained at all times unless arrangements have been made with the property owner(s). The Contractor shall co-ordinate any and all entrance closures with the occupant requiring access to the property via the driveway. The Contractor must keep the Construction Administrator aware of all arrangements made.

The Contractor shall supply and install all signs required for temporary traffic control during construction in accordance with the Ontario Traffic Manual.

The Contractor shall be responsible for the maintenance of granular driving surfaces, including non-working hours and weekend shutdowns. The Contractor shall make provision for stand-by staff for grading and dust control during non-working hours. The Contractor shall provide contact names and telephone numbers of the stand-by staff to the Municipality's Works Department.

All costs incurred by the Contractor to perform the work outlined above will be deemed to have been included in the total tender price and shall include full compensation for all labour, equipment and material to do the work.

Seasonal Shutdown

Should the Contract call for seasonal shutdown, the Contractor will take responsibility for the maintenance, including replacement, of construction signs. The Owner will not take responsibility for either sign trucks or sign trailers.

Upon resumption of operations, the Contractor shall review with the Contract Administrator and provide written acceptance of the signing; deviations from the OTM shall be noted and these will be corrected by the Owner. Once deviations are repaired, the Contractor shall resume responsibility as outlined above.

9. PROTECTION OF PUBLIC TRAFFIC

Restrictions on Construction Operations

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the roadway shall not be carried out on Holidays, or during the following periods:

Location	Monday to Friday	Holidays	Saturday	Sunday
Entire Contract	7:00 pm to 7:00 am	All Day	All Day	All Day

Open Excavations

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. permitted overnight or on non working days. Any open excavation required to remain open shall be properly barricaded and comply with MOL and OH&S Act regulations.

Location and Storage of Materials and Equipment

Materials and equipment shall not be stored within 2 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material that, in the opinion of the Contract Administrator, constitutes a traffic hazard or obstruction to maintenance operations.

Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with this Special Provision and the General Conditions of the Contract.

Holiday Restrictions

The use of construction accesses, shoulder closures, lane closures, ramp closures, and the loading and unloading of materials and construction equipment onto and from the traveled portion of the roadway shall not be carried out on *all* Canadian Statutory or Civic Holidays.

10. OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

Special Provision No. 101F21

June 2007

List of Designated Substances

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, the Contractor is advised of the presence of the following Designated Substances:

Substance (Ontario Regulation Number)	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	Sanitary sewer pipes
Benzene (R.R.O. 1990, Reg. 839)	May be present
Mercury (R.R.O. 1990, Reg. 844)	n/a
Vinyl Chloride (R.R.O. 1990, Reg. 846) Coke Oven Emissions (R.R.O. 1990, Reg. 840) Ethylene Oxide (R.R.O. 1990, Reg. 841) Acrylonitrile (R.R.O. 1990, Reg. 835) Isocyanates (R.R.O. 1990, Reg. 842)	n/a
Silica (R.R.O. 1990, Reg. 845)	See below
Arsenic (R.R.O. 1990, Reg. 836)	See below
Lead (R.R.O. 1990, Reg. 843)	See below

The Contractor is further advised that the Designated Substances silica (Ontario Regulation Number R.R.O. 1990, Reg. 845), lead (R.R.O. 1990, Reg. 843) and arsenic (R.R.O. 1990, Reg. 836) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

Safety

1. I, the Contractor, acknowledge and agree that I will comply with the Occupational Health and Safety Act and Regulations and any other Act or Acts, and I will be responsible for the compliance therewith of myself and any of my drivers, operators or employees, while working on this agreement.
2. I, the Contractor, acknowledge and agree that I will comply and provide all required information and signed documents as specified within the Municipality of West Nipissing Contractor Health and Safety Policy prior to the commencement of work. I will be responsible for the compliance therewith of myself and any of my drivers, operators or employees, while working on this agreement. Policy is attached to the back of the tender document as Schedule "E".

11. NIGHT WORK

No night work (between 7:00 PM and 7:00 AM) shall occur for the entire duration of the Contract.

12. CONSTRUCTION STAGING

A Construction Staging Plan must be prepared with the project schedule by the Contractor **for submission and discussion at the Pre-Construction Meeting.** A gantt chart is recommended.

13. GUARANTEED MAINTENANCE

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months from the date of completion thereof, as shown in the “Acceptance of the Work” form as issued by the Owner or the Engineer. Notwithstanding the requirements of the Construction Lien Act and Statutory Holdback Release Payment, a 2.5% holdback will be withheld in conjunction with, and for the duration of, the Guaranteed Maintenance period.

The Contractor shall make good in a permanent manner, satisfactory to the Owner, any imperfections due to the materials or workmanship used in the construction and any damage caused by such imperfections. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Owner or the Engineer.

The decision of the Owner and the Engineer shall be final as to the necessity for repairs or for any work to be done under this section.

The Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.

14. COMPLETION AND HOLDBACK PAYMENT

For the purposes of this contract, the term “Acceptance of the Work” (form) shall have the same meaning as “Completion Certificate”.

After the expiration of forty-five (45) calendar days from the date of publication of the Certificate of Substantial Performance, the Owner, subject to Clause GC8.02.03.05 of the General Conditions of Contract, shall pay to the Contractor 97.5% of the Engineer’s estimate of the total value of the work completed, less all amounts previously paid to the Contractor.

15. CONTRACTOR RESPONSIBILITY FOR DUST SUPPRESSION AND WATER FOR COMPACTION

OPSS 506 Construction Specification for Dust Suppressants (November 2011) and 501 Construction Specification for Compacting (November 2010) are modified by the following:

Dust Suppression

In accordance with Clause GC 7.06.01 of the General Conditions of Contract, the Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

Water, calcium chloride flake or calcium chloride solution may be used for dust suppression and shall conform to OPSS 506.

Water for Compaction

Water shall be used for compaction and shall conform to OPSS 501.

16. CONSTRUCTION NOISE CONSTRAINTS

Noise Sensitive Areas

This special provision covers the requirements for control of construction noise produced by the Contractor's operations. With the exception of any exemptions from municipal noise control bylaws that may be indicated elsewhere in the Contract, these requirements do not relieve the Contractor of other obligations imposed by statute or by municipal bylaw. Noise constraints in noise sensitive areas are as follows:

Noise Sensitive Area Limits	
Contract Limits	
Constraint	Constraint Details
Equipment Maintenance	Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to non-defective muffler systems, properly secured components, and the lubrication of moving parts.

17. IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

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

Regulatory Authority	Notification Requirement
MOE: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipality: Corporation of the Municipality of West Nipissing, 101-225 Holditch Street, Sturgeon Falls, ON, P2B 1T1	For notification of a spill to the environment under the Environmental Protection Act
MOE: North Bay Office, 191 Booth Road, Units 16 & 17, North Bay, ON, P1A 4K3	For Waste Management Approval under the Environmental Protection Act
MNR: North Bay District, (705) 475-5550	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
DFO: District Office, Sault Ste Marie (705) 942-2848	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
Local Police: OPP 911 1-888-310-1122	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act

18. ADMINISTRATION OF AGGREGATE SOURCES INCLUDING EARTH AND ROCK BORROW

INFORMATION TO BIDDERS REGARDING AGGREGATE SOURCES

Special Provision No. 110F14(M)
2009

May

General

The Contractor must demonstrate the suitability of aggregate in accordance with the appropriate special provision(s) contained elsewhere in this contract.

For inquiries related to a specific commercial and/or private source, Contractors may visit the Aggregate Unit of the appropriate Regional Geotechnical Section by appointment to access available Mineral Aggregate Inventory Data Bank (MAIDB) information, provided they have written consent from the source owner.

Regional Geotechnical Section offices are located in:

Toronto:	Tel. (416) 235-5428 / Fax. (416) 235-3999;
London:	Tel. (519) 873-4400 / Fax. (519) 873-4403;
Kingston:	Tel. (613) 545-4794 / Fax. (613) 547-1760;
North Bay:	Tel. (705) 497-5478 / Fax. (705) 497-5499; and
Thunder Bay:	Tel. (807) 473-2090 / Fax. (807) 473-2168.

For enquiries related to Crown sources or sources under permit to MTO, Contractors may visit the appropriate Regional Geotechnical Section by appointment to access available MAIDB information. Access to the information in MAIDB is provided for the convenience of the Contractor only. Since MAIDB information is dated and subject to interpretation, the information is not guaranteed. This is because of revisions to aggregate specifications and inherent source variability.

Earth Borrow, Rock Supply, Granular Base, and Conventional Hot Mix Aggregates

This contract does not include an Aggregate Sources List (ASL) for earth borrow, rock supply, granular base, and conventional hot mix aggregates. For information regarding commercial sources, Contractors may refer to the following sources of information:

- i) Commercial Aggregate and Membership Directory, available through Ontario Stone, Sand & Gravel Association (OSSGA);
- ii) Aggregate License/Permit List, available through the Ministry of Natural Resources (MNR); and
- iii) Aggregate Resources Inventory Papers (ARIPs), available through the Ministry of Northern Development and Mines (MNDM).

19. PROTECTION OF UTILITY LINES

Where temporary rearranging and shielding of utility lines are detailed within the Contract Documents, such temporary rearranging and shielding is the minimum protection required. The Contractor shall remain responsible for any unauthorized disruptions of service and any damage to utilities arising out of the Contractor's work, notwithstanding such protection. The Utility authorities will carry out the temporary rearranging and shielding of lines as detailed within the Contract Documents and more extensive rearranging and shielding if requested to do so by the Contractor. The cost of all such protective measures, together with the cost of restoring the lines to their original state and location, will be at the expense of the Contractor, and will be billed to the Contractor by the Utility authority.

Notwithstanding the preceding paragraph, the Utility authorities will, subject to the Contractor's obligation under the Contract to assume responsibility for disruption of services and damage, consider alternative measures that the Contractor may suggest. Such alternative measures, if approved by the Utility authorities in writing, will be provided at the Contractor's expense and billed to the Contractor by the Utility authority.

20. CONCRETE AGGREGATE SOURCE LIST

Aggregate Sources List for Concrete in the Vicinity:

- A. Those Aggregate sources that have been accepted by the Authority for use in concrete are listed on the Ministry of Transportation of Ontario “Aggregate Sources List for Concrete”.
- B. The Authority may accept sources that are not shown on this list after they meet the appropriate physical and alkali re-activity requirements of OPSS Forms 1000 and 1002.

21. VALVE OPERATION

The Contractor must contact the Public Works Department in advance of operating any valves. No valves shall be operated without permission from the Public Works Department.

22. OPERATIONAL CONSTRAINT – COMMERCIAL ESTABLISHMENTS

The Contractor shall schedule work so that access to all commercial and institutional establishments by the public is continuously maintained during operating hours.

23. SURVEY MONUMENTS

Section GC 7.02 of the OPSS General Conditions of the Contract, November 2024, is amended by the addition of the following:

The Contract Administrator and the contractor will conduct a detailed inventory of the survey monuments prior to construction.

The Contract Administrator will prepare a list of all monuments found and their condition. At the time of completion of the work on the contract, the survey monument inventory will be reviewed, and all missing or damaged monuments will be replaced in accordance with Clause GC 7.02.04.

While establishing project control prior to construction, the contractor shall verify the elevation and coordinates of benchmarks to confirm their accuracy.

24. WORK ON PRIVATE PROPERTY

In some locations, the Contractor may be required to work on private property. It shall be the Contractor’s responsibility to ensure that all private property is restored to pre-construction conditions, and to obtain a property owner’s release from each affected owner. The Contractor shall notify the property owner 24 hours prior to commencing work on their property.

25. AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT

The Ontario Provincial Standards (OPS) General Conditions of Contract, November 2006, are modified as follows:

SECTION GC1 INTERPRETATION

GC1.04 Definitions

The definition of "Subcontractor" in subsection GC1.04 is deleted and replaced with the following:

"Subcontractor" means a person, firm or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor which has been approved by the Owner; and for the sole purpose of administering section 33, Holdback, of the Construction Lien Act, means a person, firm or corporation undertaking the execution of one or more complete tender items identified in the Contract Documents by virtue of an agreement with the Contractor which has been approved by the Owner.

Subsection GC1.04 is amended by the addition of the following:

"Aggregate" means gravel, sand, clay, earth, shale, stone, limestone, dolostone, sandstone, marble, granite or rock other than metallic ores; slag and clinkers.

"Commercial Source" means a place where Aggregate or a product containing Aggregate, is made available for sale.

"Delineator" means a TC-52 construction marker, or TC-54 flexible drum as described in the Ontario Traffic Manual.

Section GC1 is modified by the addition of the following:

GC1.09 Liens

- 1) A lien is preserved when the claimant has given the Owner a copy of the claim for lien together with the affidavit of verification within the time frame detailed in Section 34 of the Construction Lien Act.
- 2) A preserved lien is perfected when the claimant commences an action in the courts to enforce the lien prior to the end of the period specified in Section 36 of the Construction Lien Act.

SECTION GC3 ADMINISTRATION OF THE CONTRACT

GC3.09 Subcontracting by the Contractor

Paragraph 01) of subsection GC3.09 is deleted and replaced by the following:

The Contractor may subcontract any portion of the Work, but the total of all sublets shall not exceed 60% of the total tender value without the written consent of the Contract Administrator, subject to these general conditions and any limitations established by the Owner.

SECTION GC7 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

GC7.02 Layout

Subsection GC7.02, Layout, is amended by the addition of the following:

- 9) The Contract Administrator will provide Grading Reports &/or Typical Sections to establish the grading cross-sections. These documents contain all necessary information relating to lateral distance and elevation for the construction of the Work. During the progress of the work the Contractor shall notify the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Owner.
- 10) The Contractor shall advise the Contract Administrator of the intended layout schedule weekly by identifying the survey activities planned for the following week, including any miscellaneous surveying items.
- 11) For the grading layout, stakes 25 x 50 x 600 mm, minimum, shall be installed left and right of centreline at or near the right-of-way limits and in the areas where additional staking is required, such as intersections, bridges, and on horizontal and vertical curves. Staking intervals shall be as specified under the Layout Interval tables. The only data to be shown on these stakes shall consist of profile grade, offset distance from centre-line, and the station location. The Contractor shall erect butterfly rods or batter boards at grade stake locations.
- 12) The Contractor shall notify the Contract Administrator when the Subgrade is completed. A Subgrade and granular base cross-section, three point section minimum, will be obtained by the Contract Administrator and the grade accepted if construction is within the allowable tolerances. No granular material shall be placed until the Subgrade is accepted.

TABLE #1
LAYOUT INTERVALS AND MEASUREMENT ACCURACY
FOR CONSTRUCTION SURVEY - LAYOUT

ACTIVITY	INTERVAL	MEASUREMENT ACCURACY	REMARKS
Layout Rock Earth	10 m 25 m		With the exception of plus sections, layout is normally at the same interval as the cross sections/grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered.
Maximum for setting structure footing grades	10 m		
Structure grades to be set to		1 mm	
Adjustment to slope stake distances to allow for grubbing losses		300 mm	
Set grades for earth grading to the nearest		10 mm	
Set grades for granular to the nearest		5 mm	
Layout stake offset for curb and gutter			2 m but may be varied to suit conditions
Stake layout for curb and gutter	10 m		May be necessary to reduce for very sharp curves
Set curb and gutter grades to the nearest		1 mm	
Staking maximum for layout of a radius (intersections)	3 m		
Layout stake offset for concrete pavement			2 m offset
Concrete pavement grades to be set to		1 mm	

TABLE #2
LAYOUT INTERVALS AND MEASUREMENT ACCURACY
FOR CONSTRUCTION SURVEY - CROSS SECTIONS

ACTIVITY	INTERVAL	MEASUREMENT ACCURACY	REMARKS
CROSS SECTIONS Backsight and foresight readings to be taken to the nearest		1 mm	
Maximum allowable error between adjacent Bench Marks		5 mm	
Intermediate road readings to be taken to the nearest earth cut rock cut rock cut with overburden muskeg excavation fills with stripping, sub-excavation or ditching transition from cut to fill fills earth or rock fills borrow pits	25 m 10 m 10 m 25 m 25 m 25 m 25 m 25 m 25 m	10 mm	
Maximum transverse interval for cross-section elevations earth rock borrow	25 m 10 m 25 m		
Offset distances to be measured to the closest		100 mm	

GC7.05 Excess Loading of Motor Vehicles

Subsection GC7.05 is amended by the addition of the following:

2) Vehicles hauling materials for use in the Work shall be accompanied by a "Record of Allowable Gross Weight" certificate, Form SR-E-121. The legal limit will be the vehicle's registered gross weight or the allowable gross weight, whichever is less. The Contractor shall ensure that a copy of the "Record of Allowable Gross Weight" form is left with the weigh person for the Owner's use.

GC7.12 Notices by the Contractor

Subsection GC7.12 is amended by the addition of the following:

GC7.12.03 Incident Management Under Legislation Protecting the Environment and Natural Resources

GC7.12.03.01 References:

Environmental Protection Act, RSO 1990
Fisheries Act, RSC 1985
Gasoline Handling Act, RSO 1990
Ontario Pesticides Act, RSO 1990
Ontario Water Resources Act, RSO 1990
Transportation of Dangerous Goods Act, RSC 1992

GC7.12.03.02 Definitions:

Incident: means an event such as a spill, discharge, emission, release or escape of a material, pollutant, contaminant, deleterious substance or dangerous good as defined in the legislation referenced above.

(Note: Allowable emissions or escapes as specified elsewhere in the Contract, are not included in the definition of an incident.)

GC7.12.03.03 Contractor's Responsibilities:

The Contractor shall be in strict compliance with the requirements of the referenced legislation regarding incidents under the control of the Contractor or that are a result of the Contractor's operations.

The requirements include, but are not restricted, to:

- a) immediate containment of the material, pollutant, contaminant, deleterious substance or dangerous good;

- b) immediate notification of the incident to the proper authority; and
- c) clean-up and restoration of the environment to pre-incident conditions.

The Contractor shall also be responsible for informing the Contract Administrator forthwith of:

- a) an incident when it occurs; and
- b) any actions taken or intended to be taken by the Contractor regarding the incident.

GC7.12.03.03 Submission Requirements:

Within 48 hours of an incident, the Contractor shall provide a completed Incident Notification Form, included in this special provision, to the Contract Administrator.

GC7.12.03.04 Indemnification:

The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the legislation.

INCIDENT NOTIFICATION FORM

Roadway: _____ Contract No. _____

Location of Contract:

Contractor:

Contract Administrator:

Incident Description

Date/Time of Incident: _____

Description of the Incident (what happened):

Immediate Actions Taken: _____

Notification

Date/Time of Notification:

Authority(ies) Notified: _____

Incident/Spill Report No. (if issued by notified Authority): _____

Remediation and Restoration

Actions taken or to be taken to remediate and restore the environment:

SECTION GC8 MEASUREMENT AND PAYMENT

GC8.01.02 Variations in Tender Quantities

The last paragraph of clause GC8.01.02 is deleted in its entirety and replaced by the following:

Written requests for unit price revision must be received no later than 30 days after final acceptance of the Work.

GC8.02.03 Certification and Payment

GC8.02.03.07 Completion Payment and Statutory Holdback Release Payment Certificates

The first sentence of paragraph 03) of Clause GC8.02.03.07 is amended to read as follows:

“The Completion Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the further statutory holdback, less any maintenance holdback”.

26. PARTICIPATION IN THE ANNUAL LABORATORY CORRELATION PROGRAM

Annual Laboratory Correlation Program

Laboratories performing testing for quality control purposes shall participate in the MTO's annual Ministry of Laboratory Correlation Program for the appropriate material(s). There will be no compensation for this participation.

27. AMENDMENTS TO OPSS 401

Clause 401.05 is amended by the addition of the following:

Bedding material shall be Granular 'A'.

Cover Material shall be Granular 'B', Type I, with 100% passing the 26.5 mm sieve.

Backfill in Earth

The trench shall be backfilled with select native material, and shall contain no rock, stones, or boulders larger than 200 mm in its greatest diameter and shall be free from all perishable or objectionable material which would prevent proper consolidation or which might cause future settlement. The native material shall be replaced in the same order as it was removed and placed in 300 mm layers, mechanically compacted to 95% of the maximum density.

28. AMENDMENT TO OPSS 501, APRIL 2013

Special Provision No. 105S21

May 2013

Water Requirements and Quality Control for Compaction - Method B

501.05 MATERIALS

501.05.02 Water

Subsection 501.05.02 of OPSS 501 is deleted in its entirety and replaced with the following:

Water shall be free of contaminants that could adversely affect fill material or the environment.

501.07.04 Quality Control

501.07.04.01 General

Clause 501.07.04.01 of OPSS 501 is amended by deleting the second paragraph and replacing it with the following:

Two methods for conducting QC for compaction are referred to as Method A and Method B. Method B shall be used.

29. LIQUIDATED DAMAGES

Fixed Completion Date and Charges

.1 Time

Time shall be the essence of this Contract.

.2 Progress of the Work and Time for Completion

The Contractor shall complete 100% of Work on Ethel Street including intersection at Church Street and all restorations.

The Contractor shall complete this **Contract by October 31st, 2026.**

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

.3 Liquidated Damages

It is agreed by the parties to the Contract that in case all the Work called for under Part A or Part B of the Contract is not finished or completed within the date(s) of completion specified aforementioned or as extended in accordance with subsection GC3.06, Extension of Contract Time, of OPS General Conditions of Contract, November 2006, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$1500.00 as liquidated** damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner that will accrue during the period in excess of the prescribed date of completion.

30. ONTARIO PROVINCIAL STANDARDS

For all references to Ontario Provincial Standards in this contract, where both municipal and provincial versions exist, the municipal version shall apply.

31. OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT

Other work may be in progress within or adjacent to the limits of this contract.

The Contractor shall coordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time, or adversely affect each others work. The Contractor shall ensure that a minimum separation of 100m is maintained between the operation included in this contract and work within and/or adjacent to this project done by others.

The Contractor shall provide a written submission to the Consultant explaining how the work with other Contractors will be coordinated.

32. PROJECT MEETINGS

Construction Organization and Start-up

Within fifteen (15) days after award of Contract or as directed by the Owner, a construction pre-start meeting of parties in contract to discuss and resolve administrative procedures and responsibilities shall take place.

Senior representatives of the Owner, Consultant, Contractor, major Subcontractors, field inspectors and supervisors are to be in attendance.

Establish time and location of meeting and notify parties concerned a minimum of five (5) days before meeting.

Agenda to include following:

- Appointment of official representative of participants in Work.
- Schedule of Work, progress scheduling as specified within this contract.
- Schedule of submission of shop drawings, samples, colour chips as specified within this contract.
- Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences as specified within this contract.
- Delivery schedule of specified.
- Site safety as specified in Health and Safety Act.
- Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.
- Owner-furnished Products.
- Take-over procedures, acceptance, and warranties as specified within this contract.
- Monthly progress claims, administrative procedures, photographs, and holdbacks.

- Appointment of inspection and testing agencies or firms.
- Insurances and transcript of policies.

Comply with Consultant's and/or Owners allocation of mobilization areas of site; for field offices and sheds, access, traffic, and parking facilities.

During construction, coordinate use of site and facilities through Consultant's procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.

Comply with instructions of Consultant for use of temporary utilities and construction facilities.

Progress Meetings

Schedule and administer progress meetings throughout the progress of the Work every week or bi-weekly as necessary as agreed with the Owner and Consultant.

Agenda for progress meetings to include the following:

- Review and approval of minutes of previous meeting.
- Review of Work progress since previous meeting.
- Field observations, problems, conflicts
- Problems which impede construction schedule.
- Review of off-site fabrication delivery schedule.
- Corrective measures and procedures to regain projected schedule.
- Revisions to construction schedule.
- Progress, schedule, during succeeding work period.
- Review submittal schedules: expedite as required.
- Maintenance of quality standards.
- Pending changes and substitutions.
- Review proposed changes for effect on construction schedule and on completion date.
- Other business.

The Consultant will distribute written notice of the first meeting four (4) days in advance of meeting date to contractors and other interested parties.

The Contractor will provide physical space, table and chairs for all participants of meeting.

The Consultant will preside at progress meetings and record the minutes of progress meetings, including significant proceedings and decisions. Minutes will identify "action by" parties and date for completion of duty.

Copies of minutes will be distributed within four (4) working days after each meeting, to meeting participants, affected parties not in attendance and the Owner.

Any amendments to the minutes shall be distributed within five (5) working days of the date of the generation of the amendment.

Representatives of Contractor, Subcontractor and Suppliers attending meetings must be qualified and authorized to act on behalf of the party each represents.

33. CONSTRUCTION SCHEDULE

Within ten (10) days after acceptance of Tender, the Contractor shall prepare and submit a schedule for review to the Consultant.

Schedule shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of Products, phasing and timing for various subcontracts and all other detailed information to the satisfaction of the Consultant.

All orders for materials shall be placed in ample time for adherence to the schedule.

Make special note of those times when installation could affect overall water and sewer systems operation and street access.

Prepare definitive schedules for the following specific items:

- Schedule of material deliveries
- Schedule of construction phases

34. PROPERTIES AFFECTED BY THE WORK

The Contractor shall advise, in writing, all affected residents, landowners and businesses of the expected time and location of construction.

Should the schedule change significantly advise, in writing, all affected residents, landowners and businesses as to the new schedule.

Written notices to affected residents, landowners and businesses shall include telephone numbers to call 24 hours per day.

35. SUBMITTAL PROCEDURES

Administrative

Submit to the Consultant submittals listed for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.

Work affected by submittal shall not proceed until review is complete.

Present Shop Drawings, product data, samples and mock-ups in SI Metric units.

Where items or information is not manufactured or produced in SI Metric units, converted values within the metric measurement tolerances are acceptable.

Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents.

Submittals not stamped, signed, dated, identified as to specific project, and attesting to their being reviewed will be returned without being examined and shall be considered rejected.

Notify Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

Verify field measurements and affected adjacent Work are coordinated.

Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.

Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant review.

Keep one (1) reviewed copy of each submission on site.

Shop Drawings and Product Data

The term "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

Allow ten (10) working days for the Consultant's review of each submission. Adjustments made on Shop Drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work.

Make changes in Shop Drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of any revisions other than

those requested.

Accompany submissions with transmittal letter, containing:

- Date.
- Project title and number.
- Contractor's name and address.
- Identification and quantity of each shop drawing, product data and sample.
- Other pertinent data.
- Submissions shall include:
 - Date and revision dates.
 - Project title and number.
 - Name and address of the Subcontractor, Supplier and Manufacture.
 - Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- Details of appropriate portions of Work as applicable.

After Consultant's review, distribute copies.

Submit an electronic copy of Shop Drawings for each requirement requested in specification Sections and as consultant may reasonably request.

Submit an electronic copy of product data sheets or brochures for requirements requested in specification sections and as requested by the Consultant where Shop Drawings will not be prepared due to standardized manufacture of product.

Delete information not applicable to project.

Supplement standard information to provide details applicable to project.

If upon review by Consultant, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If Shop Drawings are rejected, noted copy will be returned and re-submission of corrected Shop Drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

General

After award of Contract the Consultant will provide a complete set of drawings for the purpose of maintaining record drawings. Accurately record significant deviations from Contract Documents caused by site conditions and changes ordered by the Consultant.

Record locations of all elements, non-concealed and concealed, of the work.

Identify drawings as "Project Record Copy". Maintain in good condition and make available for inspection on site by Consultant at all times.

Not less than two (2) weeks prior to application for a Certificate of Substantial Performance, submit record drawings and complete survey data to Consultant for review.

Level of Detail

The “As-Built” Drawings shall be submitted, in duplicate, with sufficient detail for the Consultant to modify the Contract Drawings without referring to separate information such as RFIs, RFQs, or Shop Drawings.

Site Records

The Consultant will provide one (1) set of Contract Drawings at the beginning of the project for use in producing “As-Built” Drawings. Provide sets of white prints, as required, for each phase of the Work. Mark thereon all changes as the Work progresses and as changes occur including Change Orders (This shall include changes to existing systems, control systems and low voltage control wiring, etc.).

Transfer all “As-Built” information to the Contract Drawings, revising the Drawings to show all Work as it is actually installed.

Use a different colour waterproof ink for each service.

Make available for reference purposes and inspection at all times. The Municipality may withhold monthly payments until satisfactory evidence is provided that Site records are being properly maintained.

Store record documents and samples in the field office apart from any documents used for construction.

Label record documents and file in accordance with the Specification Section number. Label each document "CONSTRUCTION RECORD" in neat, large, printed letters. Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.

Keep record documents and samples available for inspection by the Consultant on a monthly basis.

Recording Actual Site Conditions

Record information concurrently with the progress of construction. Do not conceal the Work until the required information is recorded.

Contract Drawings and shop drawings: legibly mark each item to record the actual construction, including:

- Measured elevation and depth of foundation elements in relation to the finished floor datum.

- Measured horizontal and vertical locations of new and existing underground utilities, structures, equipment, Work and appurtenances. Reference to at least two permanent surface points.
- Measured locations of internal utilities and appurtenances shall be referenced to visible and accessible features of the Work.
- Measured locations of existing and new facilities, piping, equipment, and other Work shall be referenced to visible and accessible features of the Work.
- Field changes of dimensions and details.
- Changes made by Contract Change Orders.
- Details not on the original Contract Drawings.
- References to related shop drawings and modifications.

Specifications: legibly mark each item to record actual construction, including, but not limited to:

- Manufacturer, trade name, and catalogue number of each Product actually installed particularly optional items and substitute items.
- Changes made by Addenda and Contract Change Orders.

Other Documents: maintain the manufacturers' certifications, inspection certifications, and field test records, as required by the individual Specification Sections.

Obtain all approvals required for field modifications including ESA Certification for panel modifications.

36. AS-BUILT DRAWINGS

Prior to the start of commissioning, finalize the production of "As-Built" Drawings. Identify each Drawing in the lower right hand corner in letters at least 12 mm high as follows: - "AS-BUILT DRAWINGS: THIS DRAWING HAS BEEN REVISED TO SHOW SYSTEMS AS INSTALLED" (Signature of Contractor) (date).

Submit to the Consultant for approval and make corrections as directed. Commissioning is to be performed using "As-Built" Drawings.

Submit completed reproducible "As-Built" drawings with the Operating and Maintenance Manuals.

37. PRODUCT REQUIREMENTS

Product Quality

Products, materials, equipment, parts or assemblies (referred to as Products) incorporated in Work: New, not damaged or defective, of best quality (compatible with specification requirements) for purpose intended. If requested, provide evidence as to type, source and quality of Products provided.

Defective materials, equipment and articles whenever found may be rejected regardless of previous inspection. Inspection by the Consultant or an inspector does not relieve the

Contractor of his responsibility but is merely a precaution against oversight or error. Remove and replace defective materials at own expense and be responsible for all delays and expenses caused by rejection.

Should any dispute arise as to the quality or fitness of materials, equipment or articles, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.

Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout the project.

Permanent labels, trademarks and nameplates on Products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

Product Availability

Immediately upon signing the Contract, review Product requirements and anticipate foreseeable delivery delays in any items. If delays in deliveries of materials, equipment or articles are foreseeable, **propose substitutions or other remedial action in ample time to prevent delay** in performance of the Work.

If such proposal is not given to the Consultant, **the Consultant reserves the right to substitute more readily available Products later in order to prevent delays** at no additional cost to the Owner.

If delays in supply of Products are foreseeable, notify the Consultant of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

In event of failure to notify Consultant at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Consultant reserves right to substitute more readily available Products of similar character, at no increase in Contract Price or Contract Time.

No substitution of any item will be permitted unless the item cannot be delivered to the job site in time to comply with the Schedule.

To receive approval, proposed substitutes must equal or exceed the quality, finish and performance of those specified and/or shown, and must not exceed the space requirements allotted on the drawings.

Provide documentary proof of equality, difference in price (if any) and delivery dates in the form of certified quotations from suppliers of both specified items and proposed substitutions.

The Contractor shall include all costs in the difference in price (if any) for any required revisions to other structures and products to accommodate such substitutions.

Storage and Protection

Store and protect Products in accordance with manufacturers' written instructions. Store with seals and labels intact and legible.

Store sensitive Products in weather tight, climate controlled, enclosures in an environment favourable to Product.

For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.

Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

Transportation and Handling

Transport and handle Products in accordance with manufacturer's written instructions.

Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

Pay all costs for transportation of products required for the Work. Contractor is responsible for ensuring that all sub-contractors are aware of this requirement.

Existing Utilities

When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities.

Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

Manufactures Written Instructions

Unless otherwise indicated in specifications install or erect Products to manufacturer's written instructions. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.

Notify Consultant in writing, of conflicts between specifications and manufacturer's instructions, so that Consultant may establish course of action.

Improper installation or erection of Products, due to failure in complying with these requirements, authorizes Consultant to require removal and re-installation at no increase in Contract Price or Contract Time.

Remedial Work

Perform all cutting and remedial work that may be required to make the several parts of the Work come together properly. Coordinate and schedule the Work to ensure that cutting and remedial work are kept to a minimum.

Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work to be performed, the cost of such work will be valued as provided in the General Conditions and added to the Contract Price.

Employ specialists familiar with the materials affected in performing cutting and remedial work. Perform in a manner to neither damage nor endanger any portion of the Work.

Do not cut, drill or sleeve any load-bearing members without written approval of the Consultant.

Location of Fixtures

Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate.

Inform Consultant of conflicting installation. Install as directed.

Fastenings

Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.

Prevent electrolytic action between dissimilar metals and materials.

Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in affected specification Section.

Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.

Keep exposed fastenings to a minimum, space evenly and install neatly. Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

Fastenings Equipment

Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.

Use heavy hexagon heads, semi-finished unless otherwise specified. Use Type 304 or 316 stainless steel for exterior areas.

Bolts may not project more than one diameter beyond nuts.

Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

Measurement

Unless otherwise noted, this Project has been designed and is to be constructed in the S.I. metric system of measurements.

Where specified metric elements will not be available when required, submit with Tender proposals for alternative products in accordance with the "Alternatives/Equals" clause of the Instructions to Bidders.

During construction, when specified metric elements are unattainable at the time they are required to meet the Construction Schedule, the Contractor shall notify the Consultant in writing and suggest alternative substitutions. Costs due to these substitutions shall be borne by the Contractor.

38. PRODUCT SUBSTITUTIONS

The Consultant will consider requests for Substitutions only within thirty (30) days after date established in the Notice to Proceed with the Pumping Station Upgrades.

Substitutions may be considered beyond the (30) days when a Product becomes unavailable or circumstances occur that prevent the use of a specified product through no fault of the Contractor.

Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

A request constitutes a representation that the Contractor:

- Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
- Will provide the same warranty for the Substitution as for the specified Product.
- Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
- Waives claims for additional costs or time extension which may subsequently become apparent.
- Will reimburse Owner for review or redesign services associated with re-approval by authorities (if required).

Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

Substitution Submittal Procedure:

- Submit a copy of request for Substitution for consideration to the Consultant. Limit each request to one (1) proposed Substitution.
- Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
- The Consultant will notify Contractor in writing of decision to accept or reject request.

39. EXECUTION OF THE WORKS

Appurtenances, Fittings, Connection Pipes and Accessories

Supply and install with the equipment and materials all appurtenances, fittings, connecting piping and accessories necessary for the proper installation and functioning of the equipment and materials, and that are reasonably inferable from the Contract Documents, whether or not specifically indicated on the Drawings or in the Specifications.

Anchor Bolts

Unless otherwise specified, supply all 304 stainless steel anchor bolts, such anchor bolts being of a diameter and size as recommended by the manufacturers of the equipment and machinery being installed. Generally use expansive type anchorages in setting small equipment. Set large pumps by means of bolts with sleeves cast into the concrete to a minimum depth of 150 mm. Elsewhere, cast in place anchor bolts may be used subject to the approval of the Consultant; these must be properly positioned by means of substantial templates.

Supply and install laminated 80 mm x 50 mm plastic tags. Tags are to be white face with black lettering, affixed by plastic tie or mechanically as determined by the Consultant. Sample of tag styles and lettering to be submitted for approval by the Consultant. List of tag names to be supplied by the Owner.

Equipment Cabinet Bases

Install all floor-mounted cabinets on concrete bases whether shown on the Drawings or not. Concrete will be as specified within this contract. Anchor bases as recommended by manufacturer or as specified elsewhere in these Specifications. Final shape and dimensions will be determined by Consultant after receipt of equipment manufacturer's detail drawings.

Protection of Equipment

After the equipment has been installed and prior to final acceptance, protect the equipment from damage. Ensure that protection measures are to the satisfaction of the manufacturer and the Consultant.

Tolerances

Monitor fabrication and installation tolerance control of Products to produce acceptable Work.

Do not permit tolerances to accumulate beyond effective or practical limits. Comply with manufacturers' tolerances. In case of conflict between manufacturers' tolerances and Contract Documents, request clarification from Consultant before proceeding.

Adjust Products to appropriate dimensions; position and confirm tolerance acceptability, before permanently securing Products in place.

Alignment

All rotating equipment is to be set and aligned in accordance with the more stringent requirements of either the equipment manufacturer or the following:

- Level base, use machinists level on all machined surfaces. Base is to be true and levelled. Alignment of shafts, soft foot of motor and couplings shall be performed by reverse dial, rim to rim and face to face. Soft foot will be rim to rim vertical and horizontal mode.
- Soft foot of motor shall be checked to be within a tolerance of ± 0.03 m.
- Shaft to be aligned within a tolerance of ± 0.025 mm to 0.070 mm.
- Piping strains to pump shall be within a tolerance of ± 0.025 mm to 0.070 mm.
- Submit alignment data for each piece of rotating equipment in each set of the Maintenance Manual.

Where equipment undergoes a substantial differential temperature rise (30°C between driver and driven unit), provide precision benchmarks in foundation and perform alignment at operating temperatures.

Vibration Monitoring

Without exception, all rotating equipment shall be checked and tested for:

- Vibration level to be within specified limit as specified. Generally, the peak vibration velocity shall not exceed 1 mm/sec (0.04 inches/sec) measured in the filter-in mode. Measurement shall be carried out with a; Real Time analyzer, Nicolet 100 A. Provide a hard copy Vibration Signature Spectrum showing vibration velocities over a frequency range of 0 to 2000 Hz, measured in a filter-in mode. Include this in set of Maintenance Manual.

General Execution

Execute cutting, fitting, and patching to complete the Work.

Perform all required excavation and fill to complete the Work.

Fit several parts together, to integrate with other Work.

Uncover Work to install ill-timed Work.

Remove and replace defective or non-conforming Work.

Remove samples of installed Work for testing, if not designated in the respective Section as remaining as part of the Work.

Provide openings in non-structural elements of Work for penetrations of proposed piping (exhaust or fluid), electrical and associated Work. Limit opening dimensions to minimal sizes required, and performed in a neat and clean fashion.

Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.

Employ competent workers to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.

Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry or concrete work without prior approval from the Consultant.

Restore work with new products in accordance with requirements of Contract Documents.

Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

Re-finish surfaces to match adjacent finishes: For continuous surfaces re-finish to nearest intersection; for an assembly, re-finish entire unit.

40. START-UP PROCEDURES

Starting Systems

- .1 Coordinate schedule for start-up of various equipment and systems.
- .2 Notify the Consultant and Owner, seven (7) days prior to start-up of each item.
- .3 Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- .4 Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- .5 Verify that wiring and support components for equipment are complete and tested. Execute start-up under supervision of applicable manufacturer's representative and Contractors' personnel in accordance with manufacturers' written instructions.
- .6 Submit a written report that equipment or system has been properly installed and is functioning correctly.

Contractor Start up

Contractor to perform the following during start-up:

1. Start equipment and systems.
2. Demonstrate equipment and systems.

Complete and submit start-up reports including:

1. Contractor's system and equipment start up reports.
2. Manufacturers' equipment start up reports.

Review Contract Documents and inspect the Work to ensure completeness of the Work and compliance with requirements of Contract Documents.

Correct Contract deficiencies and defects identified as a result of the foregoing and as may be identified by the owner.

Execute and complete approved Change Orders.

Perform other work and activities required for fulfillment of prerequisites to Interim Acceptance of the Work.

Commissioning Agent will perform the following during start-up:

1. Preliminary interim inspections as necessary.

2. Witness manufacturers' equipment start-up.
3. Verify starting, testing, adjusting and balancing by Contractor.
4. Provide start-up reports for all systems and equipment and review and approve Contractor start-up reports.

5. Cooperate in systems and equipment demonstration and instruction.
6. Initiate Change Orders as required.
7. Verify correction of Contract deficiencies and defects by Contractor.
8. Verify execution of Change Orders performed by Contractor.
9. Perform other activities related to Substantial Completion of the Work as specified in Section 01 91 00.

The following will be performed to an on-going cycle of:

1. Owner's inspections.
2. Documentation of results.
3. Diagnosis of problems.
4. Correction of Contract Deficiencies and execution of Change Orders as required.
5. Verification of results.

Performance Testing

Performance testing will be performed by the Commissioning Agent and:

- Completed prior to Substantial Completion.
- Completed when all systems have been balanced and tested and are operating to the satisfaction of the Commissioning Agent.

Contractor to perform the following during Performance Testing:

- Correct Contract deficiencies and defects previously outstanding and those identified during performance testing.
- Execute Change Orders.

The following will be performed to an on-going cycle of:

- Performance testing.
- Documentation of results.
- Diagnosis of problems.
- Correction of Contract deficiencies, defects and execution of Change Orders as required.
- Verification of results.

41. MAINTENANCE REQUIREMENTS

Materials and Finishes

Building Products, Applied Materials, and Finishes: include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.

Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

Moisture-protection and Weather-exposed Products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

Additional Requirements: as specified in individual specifications sections.

Spare Parts

Provide spare parts, in quantities specified in individual specification sections. Provide items of same manufacture and quality as items in Work.

Receive and catalogue all items. Submit inventory listing to Consultant. Include approved listings in Maintenance Manual.

Maintenance Materials

Provide maintenance and extra materials in quantities specified in individual specification sections. Provide items of same manufacture and quality as items in Work.

Obtain receipt for delivered products and submit prior to final payment.

Special Tools

Provide special tools, in quantities specified in individual specification section. Provide items with tags identifying their associated function and equipment.

Receive and catalogue all items. Submit inventory listing to Consultant. Include approved listings in Maintenance Manual.

Storage Handling and Protection

Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration. Store in original and undamaged condition with manufacturer's seal and labels intact. Store components subject to damage from weather in weatherproof enclosures. Store paints and freezable materials in a heated and ventilated room.

Remove and replace damaged products at own expense and to satisfaction of Consultant.

42. PAYMENT

Payment for all work listed within these specifications and associated drawings shall be covered by the lump sum items listed within the Form of Tender.

Payment clauses listed within the individual OPSS Specifications do not apply for the purposes of this contract. Payment shall be according to Section 31 (a).

Payment procedures listed within the OPSS General Conditions, November 2006, shall apply to this contract.

END OF GENERAL PROVISIONS

**THE CORPORATION OF THE
MUNICIPALITY OF WEST
NIPISSING**

**WEST NIPISSING SEWER AND WATERMAIN
UPGRADES –ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

PROJECT NO. NTB-26000926-00

ITEM SPECIAL PROVISIONS



CONSULTING ENGINEERS:

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OWNER:

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ITEM 1. INSURANCE AND BONDING

The Contractor shall secure insurance and bonding as specified in the contract documents.

Bonding and Insurance, includes but is not limited to, the following work:

- Obtaining and maintaining a 100% Performance Bond and a 100% Labour and Material Bond, in the amount specified, throughout the duration of the project.
- Obtaining and maintaining Insurance in the amount specified in Special Provisions.

The Contractor shall have no claim for additional payment if he is required to maintain the bonding and insurance past the Completion Date as a result of his own actions.

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

Payment shall be paid in full upon receiving the required bonds and insurance.

Payment will be by lump sum.

ITEM 2. MOBILIZATION / DEMOBILIZATION

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

The Contractor shall enter a tendered amount for mobilization and demobilization, as well as for additional labour, equipment and materials required to complete the Contract but not specifically covered by or related to the other items in the Schedule of Items and Prices.

Mobilization and Demobilization, includes but is not limited to, the following work:

- Mobilize equipment, materials and staff to and from the site as may be necessary of the duration of the contract;
- Provide an initial construction schedule and update bi-weekly;
- Post emergency contact numbers at the site;
- Site security;
- Erecting and maintaining project signs.
- Removal, storage and reinstall all existing signs and posts in the vicinity of the construction area, as required;
- Communicate with affected property owners and stakeholders;
- Initial notification to agencies having jurisdiction.
- Locate and protecting property bars.
- Set up of Contract Administrator site trailer including arranging required temporary services for the Contractor and the Contract Administrator (including electrical, sanitary, etc.);
- On-going communication with project stakeholders.

- Obtaining "locates" for subsurface obstructions and any associated cost;
- Complete project layout
- Preparation of seasonal shutdown plan and seasonal shutdown, if necessary;
- Attend weekly site meetings with the Contract Administrator and the Owner;
- Seasonal shutdown will not be permitted;
- Final clean up and restoration at the end of the project including removal of equipment, materials and staff off site.
- Site Restoration.
- Demobilization; and
- All other incidental works and costs related to the project that are not otherwise contained within the unit price items of work.

Work on King Street including intersection at Market Street shall be 100% complete prior to the commencement of work on Ethel Street unless otherwise agreed in writing.

Fifty percent (50%) of the price for this item shall be for mobilization.

Fifty percent (50%) of the price for this item shall be for demobilization.

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

Payment will be by lump sum.

ITEM 3. BUILDING CONDITION SURVEY

A pre-construction and post construction survey shall be prepared for all buildings, Utilities, structures, and facilities that may be affected by construction.

For the purposes of this specification, the following definitions apply;

Pre-Construction Survey consists of a detailed review and record of all property adjacent to the location that construction works are to be completed. The detailed record shall include photos and video, of the condition of private or public property, prior to the commencement of construction.

Post- Construction Survey consists of a detailed review and record of all property adjacent to the location that construction works are to be completed. The detailed record shall include photos and video, of the condition of private or public property, following the Completion of construction.

Pre-Construction Survey

The work for this item shall include, without limitation, the engagement of an Independent Vibration Specialist with a minimum of 5 years experience in loss control for heavy construction in urban areas. The Independent Vibration Specialist shall provide a certificate as proof of professional Errors and Omissions Liability Insurance in the minimum amount of \$1,000,000.00. The certificate of insurance shall be filed with the Owner before commencement of work.

The standard inspection procedure will include the provision of an explanatory letter to the building owner with a formal request for permission to carry out an inspection. The Specialist shall provide a letter to the Contract Administrator confirming that the survey was completed and indicating the address of each of the properties inspected, the refusals received, and an evaluation of any evident or potential hazards that exist prior to commencement of any work by the Contractor.

The Specialist shall conduct a pre-construction survey, which shall include, but not be limited to all structures located on properties abutting the work and the next adjacent properties beyond the limits of the work. If no structures exist on these properties, the survey shall be extended to include the first nearest structure within 200metres. This will include all structures considered to be of potential risk, including, but not limited to, buildings, driveways, sidewalks, swimming pools, patios, wells, etc.

The pre-construction survey report shall include as a minimum the following information:

- a) Type of structure, including type of construction and if possible, the date when built.
- b) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
- c) Digital photographs or digital video or both, as necessary, to record areas of significant concern.

Any claims received as a result of construction works, shall be received by the Contractors insurance company.

Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.

2 copies of the pre-construction survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

Post-Construction Survey

A post construction survey shall be completed on ALL properties that were surveyed prior to construction.

The Contractor shall record all incidents of damage, which shall be reported immediately to the Contract Administrator. Each complaint report shall include the name and address of the complainant, time received and description of the circumstances that led to the complaint.

Payment shall be 50% for the pre-construction survey and 50% for the post construction survey.

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

Payment will be by lump sum.

ITEM 4. ENVIRONMENTAL PROTECTION

The Contractor shall supply all labour equipment and material to supply, maintain and remove all environmental components required for the control of construction impact on the construction site, and associated neighboring environments, and as detailed in the Contract.

An environmental protection plan will be required for approval by the Municipality prior to construction.

The plan shall be detailed and site specific. The plan shall encompass the duration of construction and include all areas related to the work – including on site construction areas and offsite areas where material is stockpiled or otherwise associated with the work. The plan shall detail preventative measures that will be put in place; contingency plans if the preventative measures fail; and end of project clean-up.

Payment shall be 50% for the supply and installation of the environmental protection and 50% for the maintenance and removal of the environmental protection upon completion of the project.

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

Payment will be by lump sum.

ITEM 5. DUST CONTROL

The Contractor shall supply all labour equipment and material to provide effective and continuous dust control for all activities associated with this contract for the duration of the contract.

This work is located in an area that is highly populated, actively travelled and of very high visibility and sensitivity to such things as construction nuisance dust. Accordingly, a corresponding very high standard of dust control is expected under this contract.

- The means of dust suppression shall be consistent with the duration dust suppression is required and the environmental conditions at the time. For instance:
- The use of water shall only be for very short durations and multiple applications can be expected over the course of a single day.
- Calcium chloride (either flake or liquid form) shall be used to provide dust suppression for longer periods of time, is the preferred method of dust suppression and shall be used where dust suppression is required where water is not sufficient, including at the end of day and over weekends.
- Magnesium chloride may be used where very long periods of dust suppression is required and calcium chloride is not sufficient. (* It is unlikely that the use of magnesium chloride will be required as staged placement of asphalt will be preferred as construction progresses from stage to stage.)

It is understood that the requirements of this item can vary depending on weather conditions, traffic volumes and other factors. Despite the variable nature of this item, no claims for extra costs beyond the tendered amount will be considered by the Municipality.

If the Municipality feels it necessary to apply their own dust suppression measures due to a lack of timely attention by the Contractor, the associated costs will be borne by the Contractor.

Payment shall be 50% at the beginning of the project, and 50% upon completion of the project.

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

Payment will be by lump sum.

ITEM 6. AS BUILT DOCUMENTATION

The Contractor shall provide the as-built information within two weeks of the completion of surface course asphalt.

The as-built information must be provided in both AutoCAD format (.dwg) and as points in a .csv file.

As-built information shall include:

- Road centreline;
- Invert elevations for all sewers;
- Service locations (sanitary, water and storm, as applicable) and elevations at property lines;
- All changes of direction of services;
- Watermain elevations and locations at changes of alignment (vertical or horizontal);
- Collect survey point information for each pipe invert for all sanitary and storm structures (including catch basins) installed under the Contract;
- Collect survey point information for each water service installed as follows;
 - Service obvert, taken at the main stop
 - Service obvert, taken at the property line
 - Service curb stop, taken at finished ground
- Collect survey point information for each sanitary service installed as follows;
 - Service obvert, taken at the sewer main
 - Service obvert, taken at the property line
 - Service clean out, taken at finished ground

Particular attention shall be given to documenting buried elements whose location or elevation cannot be confirmed when construction is complete.

Information shall include northing, eastings and elevations and shall be based on the layout

information provided to the Contractor.

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

Payment will be by lump sum.

ITEM 7. TRAFFIC CONTROL – ETHEL STREET

All necessary traffic control (including signage; pavement markings; flagmen; temporary controls or otherwise) shall be provided as required by OPSS. MUNI 706, Construction Specification for Traffic Control Signing and the Ontario Traffic Manual (OTM).

A detailed traffic control plan will be required for approval by the Municipality prior to the start of construction and a maximum of 2 weeks after award of the contract.

The plan shall be detailed and site specific (generic references to OTM Book 7 or other resources will not suffice). The plan shall encompass the duration of construction, phasing, vehicle traffic, pedestrians, lane closures, emergency vehicle access, product deliveries, garbage / recycling pickup, timeframes, and other relevant elements. The plan shall be provided in a manner or have excerpts that can be distributed and posted for public information.

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

Payment will be by 50% after the initial traffic set-up and 50% once all traffic controls have been removed and all work has been completed.

ITEM 8. REMOVAL AND DISPOSAL: ASPHALT (ETHEL ST)

ITEM 9. REMOVAL AND DISPOSAL: ASPHALT DRIVEWAYS

This item is to include the full depth removal and disposal of existing asphalt (road, boulevard and driveways).

The Contractor shall supply all labour, equipment, and material to complete the excavation for the work in accordance with the contract and as directed by the Contract Administrator.

Removals and disposals shall conform to OPSS. MUNI 180, 206, 510 and relevant OPS sections.

The contractor is to allow for the inevitable variation in asphalt thickness in the pricing of this item.

It is assumed that the removal thicknesses of the asphalt driveways is 75mm or less; and the asphalt (Ethel St) removal is 200mm or less.

During removal operations, adjacent pavement and structures shall remain undisturbed.

The Contractor shall, as required, cut the existing asphalt in accordance with the requirements of

OPSS 510: Construction Specification for Removal, to create a smooth butt or step joint (as is appropriate based on adjacent asphalt depth – single lift: butt joint; multiple lift: step joint) with adjacent asphalt. Payment for the work of cutting existing pavement shall be included in the unit bid price for this item.

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

All offsite disposal shall be in accordance with OPSS. MUNI 510, OPSS. MUNI 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

ITEM 10. REMOVAL AND DISPOSAL: CONCRETE SIDEWALK OR DRIVEWAY

The Contractor shall supply all labour, equipment, and material to complete the removal and disposal of existing sidewalk or concrete driveway. Work shall be in accordance with the contract drawings and as directed by the Contract Administrator.

Removals and disposals shall conform to OPSS. MUNI 180, 206, 510 and relevant OPS sections.

Reinstatement of the area shall be covered under the appropriate line item.

All offsite disposal shall be in accordance with OPSS. MUNI 510, OPSS 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work including all saw cutting of concrete.

Payment will be by the square meter.

ITEM 11. EXCAVATION AND REMOVAL: ROAD BASE (550mm)

The unit bid price for the above tender item shall be full compensation for the excavation and removal of road base and subbase material as required to complete the work. The Contractor shall complete all excavation within the limits of the Contract in order to enable installation and construction of the work as per the Contract Drawings. Excavation shall be completed in accordance with the OPSS Muni Form 206, (Grading) and 510 (Removal).

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment, and material required to excavate for the installation of the proposed road base and subbase material to the depths required.

Suitable excavated road base materials shall be stored and stockpiled on-site for use in trenching as backfill. No additional costs will be provided to provide fill for trench work.

Any excess materials shall be hauled and disposed of per OPSS 180, Ontario Regulations 406/19 and Ontario Regulations 153/04 at no extra cost.

Measurement for payment shall be by the “Cubic Meter”.

ITEM 12. SUPPLY AND PLACE GRANULAR DRIVEWAYS (200mm)

Gravel Driveway construction shall include 200mm Granular A compacted to 100% SPMDD.

All granular shall be as per OPSS 314 and OPSS 1010.

Payment shall be all inclusive per square meter at the thicknesses indicated on the contract documents.

This item is for driveway granulars only and is to include but not limited to excavation, removals, grading, disposal of removed or excess materials and Granular “A” base.

ITEM 13. ASPHALT DRIVEWAY/WALKWAY (50mm HL4), INCLUDING 150mm GRANULAR ‘A’ BASE

Asphalt shall be Superpave 12.5 and shall be 50mm following compaction. This item includes all necessary equipment, labour and material required to place asphalt; including placing asphalt by hand or machine as necessary. This item includes 150mm of compacted Granular A for asphalt driveways.

All asphalt shall be as per OPSS 310 and limited to the limits shown on the contract drawings.

Payment for this item will be square meters of hand place asphalt installed and compacted. This item includes the requirements for the construction of asphalt driveways and related works including but not limited to earth excavation, asphalt removal, grading, disposal of removed or excess materials, Granular “A” base and SP12.5 surface asphalt.

ITEM 14. INTERLOCKING BRICK DRIVEWAY/WALKWAY REMOVAL AND REINSTATEMENT

This item is for the removal and reinstatement of existing concrete paver (Interlocking Brick) driveways.

Type and depth of subbase and base to match existing granular horizons. Contractor to assume a minimum depth of 200mm granular “A” bedding compacted at 100% SPMDD.

The Contractor assumes that at minimum 70% of the existing paving stones will be salvageable. For the remaining 30%, the contractor shall purchase and install new matching paving stones at no additional cost. The type, size, pattern and colour of concrete pavers must match existing. Install with sand setting bed (concrete sand) and sand fill joints and all other manufacturer recommendations. All costs to remove, salvage, store and install shall be included in the unit price.

Basis of payment will be per square meter. Unit rate shall include but not limited to removal, salvage, storage, re-installation of salvaged paving stones, new paving stones and granular base installed and compacted and bedding materials.

ITEM 15. GRANULAR 'B' TYPE II SUBBASE (400mm COMPACTED)
ITEM 16. GRANULAR 'A' BASE (150mm COMPACTED)

Road construction shall include Granular A and Granular B Type II, compacted to 100% SPMDD to the thicknesses indicated on the contract drawings.

Road subbase shall be proof rolled to 100% SPMDD and approved by geotechnical engineer prior to placement of granular materials.

All granular shall be as per OPSS 314 and OPSS 1010.

These items are for road base granulars only. Granulars for pipe bedding, backfill driveways, subdrains, sidewalk, etc. are not included in this item as they are part of their respective items.

Amendment to OPSS 1010 Muni November 2013

OPSS 1010.05.01 is amended by the addition of the following:

The use of air-cooled blast furnace slag, nickel slag or steel slag is prohibited.

OPSS 1010.08.01 General is amended by the addition of the following:

QA testing shall be carried out by the Owner for purposes of ensuring that materials used in the work conform to the physical and production requirements of this special provision. Where materials contain blended or reclaimed aggregates or both, QA samples for testing shall be performed on the final product.

OPSS 1010.08.03 Sampling is amended by the addition of the following:

established for each source. Where aggregates are produced with blended or reclaimed materials or both, QA testing shall be performed on the final product.

Notwithstanding the requirements for QA sampling as indicated in this specification, the Owner reserves the right to obtain a QA sample at any time without notice.

Either QA test results or referee test results, where applicable will be used for the acceptance of physical and production property requirements of this specification. QA testing for physical properties may be waived by the Engineer where the delivered quantity of Granular A, O, B, M, or SSM is less than 5,000 tonnes.

Aggregates may be rejected based on the visual identification of unacceptable materials.

QA samples shall be taken in accordance with LS-625 and shall be road samples or delivery samples obtained from the Work at a location determined by the Contract Administrator. Where required, the Contractor shall provide a front-end loader to obtain material for QA samples.

Where it is not possible to take road or delivery samples, samples of compacted material taken with

the permission of the Owner will be used for QA purposes.

In the event that the Contractor is unavailable to take a sample, no further materials shall be placed in the Work until the required QA samples have been taken.

The Contractor shall provide new or clean sample bags or containers that are constructed to prevent the loss of any part of the material or contamination or damage to the contents during shipment. Metal or cardboard containers are unacceptable. QA samples shall be identified both inside and outside of the sample container. Data to be included with QA samples shall conform to the requirements of MTO Form PH-D-10 (Sample Data Sheet).

All QA samples shall have a duplicate sample taken at the same time and location as the QA sample. One of the samples shall be randomly selected for testing by the QA laboratory and the remaining sample shall be retained by the QA laboratory for possible referee testing.

OPSS 1010.08.05 Acceptance is amended by the addition of the following:

The QA laboratory shall carry out testing for each physical property requirement given in Table 1, as applicable for each QA sample.

QA for production properties shall consist of sampling and testing of lots selected from material delivered to the Work. The Engineer shall identify each lot according to the following schedule:

- i. One lot consisting of the first 5,000 tonnes of material delivered to the work.
- ii. 5,000 tonne lots selected from within the next 15,000 tonnes of delivered material.
- iii. 10,000 tonne lots thereafter.

Each lot shall be divided into four equal sublots and one QA sample shall be obtained from each subplot. Sublots from different sources or processes shall not be combined within the same lot.

Where changes in source, production or delivery may result in an incomplete lot, the Engineer shall be given prior notification in order to adjust subplot size. If no notification is given, payment adjustments or rejection shall be based on the number of sublots available for that lot. All lots shall be deemed to be complete at the end of each calendar year.

In the event of an incomplete lot and for sources supplying quantities less than 5,000 tonnes, the lot size will apply to the total quantity of material available. Should the size of the lot exceed the indicated quantities for any reason, any adjusted payment or removal shall apply to the entire quantity of the lot.

Where it is necessary to designate the quantity of material in a lot, or part of a lot for the purposes of rejection, the Contract Administrator's estimate of this quantity shall be used.

1010.08.05.01 Testing of Production Properties

The QA laboratory shall conduct sieve analysis (LS-602) and determine test results for each sieve designated in Table 2. The QA laboratory shall also carry out testing for percent crushed particles

(LS-607), particles with two or more crushed faces (LS-617), and amount of asphalt coated particles (LS-621) as applicable.

1010.08.05.02 Acceptance of Production Properties

Test results from each subplot within a lot shall be combined to determine the mean and the range of the Lot for each test. All lot means and ranges for LS-602 and LS-607 (as applicable) will be computed to one decimal place.

A lot will be deemed to meet the applicable requirements of this specification for LS-602 and LS-607 if the mean of the lot is within the limits specified in Table 2. Where the lot does not meet the requirements of this specification, the material is rejectable.

A lot will be deemed to meet the applicable requirements of this specification for LS-617 or LS-621 if the mean value of the lot is within the limits specified in Table 2. Where the lot does not meet these requirements, the Contractor shall ensure all necessary changes required to rectify the deficiency are made. No further materials from the source will be accepted until new QC test results demonstrate that materials conform to the requirements of Table 2 for LS-617 or LS-621 have been provided to the Engineer.

The forms contained in Appendices 1010-D and 1010-E are to be used for the recording and reporting of aggregate test results.

Table 1 of OPSS 1010 is deleted and replaced with the following Table 1.

Table 1. Physical Property Requirements

Laboratory Test	MTO Test Number	Granular O	Granular A	Granular B		Granular M	Select Subgrade Material
				Type I, Type III	Type II		
Freeze-Thaw Loss, % Maximum	LS-614	15	-	-	-	-	-
Determination of Permeability	LS-709	(Note 1)					
Micro-Deval Abrasion Coarse Aggregate loss, % maximum	LS-618	21	25	30 (Note 2)	30	25	30 (Note 2)
Micro-Deval Abrasion Fine Aggregate loss, % maximum	LS-619	25	30	35	35	30	-
Amount of Contamination	LS-630	(Note 3)					
Plastic Fines	LS-631	NP					

Note 1: For materials north of the French/Mattawa Rivers only, the coefficient of permeability, k shall be greater than 1.0×10^{-4} cm/s or alternatively, when past field experience has demonstrated satisfactory performance. Prior data demonstrating compliance with this requirement for k shall be acceptable provided that such testing has been done within 5 years of the material being used and field performance has continually been shown to be satisfactory.

Note 2: The coarse aggregate micro-Deval abrasion loss test requirement will be waived if the material has more than 80% passing the 4.75 mm sieve.

Note 3: Granular A, B Type I, B Type III, or M may contain up to 15 percent by mass crushed glass and/or ceramic material. Granular A, O, B Type I, B Type III, and M shall not contain more than 1.0 percent by mass of wood, clay brick and /or gypsum and /or gypsum wall board or plaster. Granular B Type II and SSM shall not contain more than 0.1 percent by mass of wood.

Table 2 of OPSS 1010 is deleted and replaced with the following Table 2.

Table 2. Production Requirements

Lab Test	MTO Test Number	Granular					SSM	
		O	A	B (Note 1)				M
	LS-602 (sieve)			Type I (Note 2)	Type II	Type III (Note 2)		
Sieve Analysis, % passing	150 mm	-	-	100	-	100	-	100
	106 mm	-	-	-	100	-	-	-
	37.5 mm	100	-	-	-	-	-	-
	26.5 mm	95.0-100	100	50.0-100	50.0-100	50.0-100	-	50.0-100
	19.0 mm	80.0-95.0	85.0-100 (87.0-100) Note 3	-	-	-	100	-
	13.2 mm	60.0-80.0	65.0-90.0 (75.0-95.0) Note 3	-	-	-	75.0-95.0	-
	9.5 mm	50.0-70.0	50.0-73.0 (60.0-83.0) Note 3	-	-	32.0-100	55.0-80.0	-
	4.75 mm	20.0-45.0	35.0-55.0 (40.0-60.0) Note 3	20.0-100	20.0-55.0	20.0-90.0	35.0-55.0	20.0-100
	1.18 mm	0-15.0	15.0-40.0	10.0-100	10.0-40.0	10.0-60.0	15.0-40.0	10.0-100
	300 µm	-	5.0-22.0	2.0-65.0	5.0-22.0	2.0-35.0	5.0-22.0	5.0-95.0
	150 µm	-	-	-	-	-	-	2.0-65.0
		75 µm	0-5.0	2.0-8.0 (2.0-10.0) Note 4	0-8.0 (0-10.0) Note 4	0-10.0	0-8.0 (0-10.0) Note 4	2.0-8.0 (2.0-10.0) Note 4
Percent Crushed, minimum	LS-607	100	60	-	100	-	60	-
2 or more crushed faces, minimum, %	LS-617	85	-	-	-	-	-	-
% Asphalt Coated Particles, Coarse Agg. max.	LS-621	0	30	30	0	30	30	0

Note 1: Where Granular B is used for granular backfill for pipe subdrains, 100 percent of the material shall pass the 37.5 mm sieve.

Note 2: Where RAP is blended with Granular B Type I or Type III, 100 percent of the RAP shall pass the 75 mm sieve. Conditions in Note 1 supersede this requirement.

Note 3: Where the aggregate is obtained from an iron blast furnace slag source.

Note 4: Where the aggregate is obtained from a quarry or blast furnace slag or nickel slag source.

Amendment to OPSS 314

OPSS 314, Construction Specification for Untreated Granular Subbase, Base, Shoulder and Stockpiling is amended as follows:

Subsection 314.03 Definitions of OPSS 314 is amended by the addition of the following:

Tolerance – Minus: a construction working tolerance only which:

- a) Means narrower than the contract standard pertaining to horizontal dimensions as measured from centerline; and
- b) Means lower in elevation than the contract standard pertaining to vertical dimensions.

Tolerance – Plus: a construction working tolerance only which

- a) Means wider than the contract standard pertaining to horizontal dimensions as measured from centerline; and
- b) Means higher in elevation than the contract standard pertaining to vertical dimensions.

Subsection 314.07.07 Stockpiling of Granular Materials of OPSS 314 is amended by the addition of the following:

The Contractor must first receive written approval from the Owner before stockpiling material at site(s) not identified in the contract documents.

Payment shall be all inclusive per compacted square meter installed at the thicknesses indicated on the contract documents.

ITEM 17. CONCRETE CURB AND GUTTER

This item includes the removals, excavation and disposal as needed for the placement of new concrete and gutter and granular as per OPSS. MUNI 353: Construction Specification for Concrete Curb and Gutter Systems, OPSD 600.040: Concrete Barrier Curb with Standard Gutter, OPSD 600.070: Concrete Barrier Curb with Standard Gutter (Two Stage Construction), OPSD 608.010: Method of Termination for Concrete Curb with Gutter (or to match existing), and OPSD 610.030: Frame With Cover Installation For Inlet Type Catch Basins.

The contract price for the above item shall include full compensation for all labour, equipment and material required for supply and placement of the new curb and gutter. Where not covered under elsewhere, this item will include saw cutting of existing curb, saw cutting of existing asphalt, removal of existing asphalt, excavation, backfilling, subgrade preparation and compaction, forming, supplying, pouring, finishing and curing concrete, and removing forms and surplus material.

Where there is existing curb and gutter, this item shall include the removal of existing and excavation as necessary to install new curb and gutter and granular base (disposal is covered by removal and disposal: miscellaneous items).

Where there is no existing curb and gutter, this item shall include removals and excavation as necessary to install new curb and gutter and granular base.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

ITEM 18. SUBDRAIN

The contract price for the above item shall include full compensation for all labor, equipment, dewatering and material required for supply and placement of the new 150mm PVC subdrain in accordance with OPSS MUNI 405. This item includes excavation, backfilling, subgrade preparation, and compaction.

All excavation, backfill, granular, perforated subdrain with sock, geotextile, and clear stone material required shall be included in the unit price.

Reference OPSD 216.021 Subdrain Pipe Connection and Outlet Urban – Wrapped Trench.

Connection to the outlet structure is to be included. New structures shall include outlets and existing will have outlets cored with a kor-n-seal boot.

Subdrain is to include a geotextile wrapped trench, perforated subdrain with knitted sock geotextile, and 19mm clear stone around the subdrain.

Note: Subdrain is to be placed below the road granular base, not within the granular A/B base material.

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

Payment will be by meter.

ITEM 19. CONCRETE WALKWAY/PATH/DRIVEWAY TO PRIVATE UNIT

This item includes the placement of new concrete walkways, paths or driveways including granular as per OPSS. MUNI 351: Construction Specification for Concrete Sidewalk.

This item shall include removals and excavation as necessary to install sidewalk and 150mm granular 'A' base. Sidewalk width shall match the existing or shall be specified by the contract administrator on-site. The concrete thickness for paths and walkways shall be a minimum 125mm thick and a minimum of 150mm thick for driveways or the same thickness as existing, whichever is greater.

Preparation of subgrade and granular base must be inspected, tested for compaction and approved by the consultant prior to placement of concrete. Concrete shall be minimum 32 MPa following 28-day testing.

Where concrete may have a tendency to crack (including around tactile plates and narrow or pointed corners for example) care shall be taken to prevent this during the original installation to avoid replacement as an installation deficiency.

Where the contractor believes cracking cannot be avoided, they are to identify these locations prior to installation and adjustments made as may be necessary (remove narrow points; inclusion of contraction joints; joints placed over shallow intersecting tree roots; etc.).

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work. The unit price shall include 150mm of granular 'A' and excavation to the bottom of the granular base layer.

Payment shall be per square metre of concrete walkway, path, or driveway installed. Payment at the contract unit price shall include all labour, equipment and materials to complete the work. Additional payment for 150mm Granular A will not be provided.

ITEM 20. SIDEWALK

This item includes the placement of new concrete sidewalk and granular as per OPSS. MUNI 351: Construction Specification for Concrete Sidewalk and OPSD 310.010: Concrete Sidewalk, 310.020: Concrete Sidewalk Adjacent to Curb and Gutter, OPSD 310.030: Concrete Sidewalk Ramps at Intersections and OPSD 310.050: Concrete Sidewalk, Driveway Entrance Details.

This item shall include removals and excavation as necessary to install sidewalk and 150mm granular 'A' base. Sidewalk shall be a minimum of 1.5m wide or to match existing whichever is wider.

Preparation of subgrade and granular base must be inspected, tested for compaction and approved by the consultant prior to placement of concrete. Concrete shall be minimum 32 MPa following 28-day testing.

Sidewalk may abut but not encroach beyond right of way limits.

Per OPSD 310.010 - sidewalk thickness shall be:

- 150mm minimum
- 150mm across residential entrances and adjacent to curbs.
- 200mm across commercial, industrial and institution entrances.
- 200mm at pedestrian crossing ramps.

Where concrete may have a tendency to crack (including around tactile plates and narrow or pointed corners for example) care shall be taken to prevent this during the original installation to avoid replacement as an installation deficiency.

Where the contractor believes cracking cannot be avoided, they are to identify these locations prior to installation and adjustments made as may be necessary (remove narrow points; inclusion of contraction joints; joints placed over shallow intersecting tree roots; etc.).

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work. The unit price shall include 150mm of granular 'A' and excavation to the bottom of the granular base layer.

Payment shall be per square metre of concrete sidewalk installed. Payment at the contract unit price shall include all labour, equipment and materials to complete the work. Additional payment for 150mm Granular A will not be provided.

ITEM 21. PEDESTRIAN RAMP WITH TACTILE PLATES (SET)

This item is to include all costs associated with the sidewalk ramping and tactile plates required at pedestrian crossings as described in OPSD 310.033.

This item is per location, or per "set" of plates, not per plate and includes all costs not included in the sidewalk line item. A typical set can be assumed to include 3 tactile plates.

The quantity of this item is "per ramp". For instance, if the sidewalk is replaced on both sides of a pedestrian crossing the quantity will be (2); and if only one side of the crossing is replaced the quantity will be (1).

Where the contractor believes tactile plate installation consistent with the OPSD is not possible, these areas are to be identified prior to installation.

Where property allows, a widening of the existing sidewalk at ramps may be required to better meet the OPSD.

The use of expansion joints or otherwise shall be included to avoid and control cracking that can occur around tactile plates.

Tactile walking indicators shall include radius wedges to match intersection radii as per the contract drawings. Tactile walking indicators shall be cast-iron or ductile-iron, shall be yellow or unfinished in colour, and shall be supplied from the following manufacturer or and approved equivalent.

- I. Detachable Warning Plates by Neenah Enterprizes Inc. (NEI).
- II. Duralast Detachable Warning Plates by EJ.
- III. Tuftile Cast Iron by TufTile Inc.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each set.

ITEM 22. ASPHALT TACK COAT

This item includes the application of a tack coat to all asphalt surfaces that have been open to traffic or otherwise exposed to materials through the natural course of construction that may prevent a suitable bond from forming between courses.

Apply tack coat between pavement courses.

All hot mix paving operations shall be completed in accordance with OPSS. MUNI 310: Hot Mix Asphalt.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

- ITEM 23. ASPHALT: BASE (50mm SP19.0 OR HL8)**
- ITEM 24. ASPHALT: SURFACE (40mm SP12.5 OR HL3)**
- ITEM 25. ASPHALT: BOULEVARD (50mm SP12.5 OR HL4)**

Surface asphalt placed as part of this project to consist of a Superpave 12.5, binder asphalt to consist of Superpave 19.0. The asphalt should be placed in a single compacted lift of 40 mm (surface), 50 mm (binder), or 50 mm (surface) boulevard.

All asphalt shall be as per OPSS 310.

Performance Graded Asphalt Cement (PGAC) Grade

Subsection 310.05.01 of OPSS 310, November 2017, is amended by the deletion of the first paragraph and replaced with the following:

Asphaltic concrete shall conform to OPSS 1151, except that clause 1151.05.01 Asphalt Cement of OPSS 1151 is amended by the addition of the following:

<u>Hot Mix Type</u>	<u>PGAC</u>	
Superpave 12.5		58-34

The traffic category for the Superpave mix design is Category 'B'.

Reclaimed asphalt pavement shall not be used in Hot Mix Asphalt for this contract.

Quality Control

Subsection 310.07.01 is amended by the addition of the following:

Laboratory Testing

Laboratory Requirements

The laboratory carrying out the testing shall participate in the MTO's correlation programs for gyratory compactors which occur just prior to and during paving operations.

Submission of Test Data

The Contractor shall provide test results from a laboratory meeting the requirements noted above. Test results, either individual or mean values, shall demonstrate conformance of the aggregates with the requirements of this special provision.

All individual test results shall be submitted to the Engineer using MTO Form PH-CC-449, at the time of submission of the mix design. All test data forms must be legible. Faxed copies are acceptable provided that the original form is submitted to the Engineer within 7 days following receipt of the fax.

Subsection 310.07.05.01.01 is amended by the addition of the following:

Amendments to OPSS 1101

Appendix 1101-B shall apply to this contract.

Subsection 310.07.05.02 is amended by the addition of the following:

Sampling of Mix for Acceptance Testing

Random samples of the mix shall be obtained, packaged appropriately, labeled, and delivered by the Contractor as specified. The Contractor shall advise the Engineer or his representative when each sample will be taken. The samples shall not be split up prior to delivery.

The Contractor shall obtain a set of three mix samples from each random location designated by the Contract Administrator. One of these samples shall be for the Contractor's QC testing and the other two will be designated for QA and Referee testing. Each of the three samples shall be taken from the same truckload and at the same transverse offset. The minimum size of each sample shall be in accordance with Table 6 of OPSS 310.

Subsection 310.07.05.02.05 delivery is deleted and replaced with the following:

The Contractor shall deliver all samples designated for QA and Referee testing to a laboratory designated by the Owner, within a 500km radius of the contract limits, within 24 hours of sampling.

Subsection 310.07.11.03 – Transverse Joints

Paragraph (b) is amended by the addition of the following:

The length of the stepped joints shall be as shown on the contract drawings.

Use of Contractor's QC Results for Acceptance of Hot Mix

Subsection 310.08.01 is amended by the addition of the following:

The Contractor's QC results will be used for assessing the acceptability of hot mix, unless either party requests referee testing.

Table 10 of OPSS 310, November 2012 is replaced with the following Table 10:

TABLE 10			
Pavement Compaction Requirements Based on Maximum Relative Density			
Mix	Acceptable %	Borderline %	Rejectable %
HDBC, Superpave 19.0, 25.0 and 37.5	91.0 to 96.5	96.6 to 97.5	< 91.0 or > 97.5
DFC and Superpave 12.5 FC2	92.0 to 97.5	97.6 to 98.5	< 92.0 or > 98.5
All Other Mixes	92.0 to 96.5	96.6 to 97.5	< 92.0 or > 97.5

Payment Adjustment for Changes in the Ministry of Transportation's Performance Graded Asphalt Cement Price Index

Appendix 310-B of OPSS 310 shall apply.

The mass of asphalt cement for payment adjustment shall be determined by calculating the volume of hot mix placed based upon area and lift thickness as determined by coring multiples by the bulk relative density and % asphalt cement in accordance with the job mix formula.

Basis for payment for this item will be by the square meter. The payment unit price will include any and all additional work to remediate deficient asphalt works.

ITEM 26. CCTV OF SANITARY AND STORM SEWER MAINS AND SERVICES

The unit bid price for the above tender item shall be full compensation for the CCTV of the entire length of gravity sewer and services within the project limits (including both new and original pipe sections to ensure no damage, blockage or other issues resulted due to construction) and be completed and reviewed prior to the placement of asphalt, to the satisfaction of the Contract Administrator.

CCTV inspection of all new storm and sanitary sewer shall be completed and approved prior to any restoration work.

Prior to CCTV flushing of the sewer is required.

The report shall refer to streets, structures, addresses, etc. consistent with the approved drawing set.

Two copies of the report and digital copies of video shall be delivered to the Engineer. The CCTV shall be completed in accordance with OPSS. MUNI 409 (CCTV of pipelines).

The CCTV shall include the full length of all storm and sanitary sewers (including side street lengths within the work area), full length of individual services from the sewer main to the property line/cleanout, and 360° views of all maintenance holes.

Note: Any flushing and CCTV of other elements necessary as a result of migration of debris or otherwise deemed a deficiency shall be done at the Contractors cost.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be a lump sum for inspection of all installed storm and sanitary mains and services.

ITEM 27. CONNECTION TO EXISTING SANITARY SEWER

The unit bid price for the above tender item shall be full compensation for the connection of the new sanitary sewer to the existing sanitary sewer at the locations and to the grades indicated in the contract drawings or as specified by the Engineer. This item is to include any saw cutting of existing asphalt, removal of asphalt, excavation, disposal of surplus material, granular material, placement and compaction of bedding, and backfilling that is necessary (unless already included in other tender items).

All work shall be in accordance with OPSS.MUNI 410, OPSS. MUNI 491 and OPSS. MUNI 517

Where exact locations and inverts of existing sanitary sewer is unknown, the contractor shall be responsible to daylighting as required to locate and make the connection.

Connections to existing sewer pipes or services include the removal of all plugs, caps, fittings, etc. from the existing and new pipes or services and installation of the connection, including all fittings, elbows, reducers, eccentric couplers or adapters. Connections shall be made using Fernco or Mission Rubber couplings, or approved equivalent. All connections shall be made under the supervision of the Contract Administrator.

Measurement will be the number of connections installed and shall include full compensation for all labour, materials and equipment to locate the existing pipe and make the connection.

Temporary support, protection, relocation, or providing assistance to the utility companies during construction for all above and below ground utilities and infrastructure that interfere with construction shall be provided by the Contractor at no additional cost to the item.

Trench to be dewatered to maintain a dry and stable condition for construction of all underground works. All dewatering discharge is to be monitored and controlled to prevent erosion and sedimentation.

Any bypassing, pumping or other efforts required to maintain continuous service and conveyance of upstream flows shall be included.

While the sanitary flows will vary along the length of the project and over time it's noted that sanitary network modelling maintained by the Municipality suggests existing flows are roughly 150 l/s. The Contractor will use their experience with similar work and similarly sized sewers to determine what is a suitable bypass peak flow.

Connection points include:

- Intersection of Ethel Street and Main Street
- Intersection of Ethel Street and Nipissing Street

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each connection made.

ITEM 28. 300mm SANITARY SEWER

The unit bid price for the above tender item shall be full compensation for the removal of existing (within 1.5m of either side of the proposed sanitary sewer alignment) and replacement of the existing sanitary sewer with new sanitary sewer as indicated on the contract drawings. Sanitary sewers shall be PVC SDR 35 conforming to CSA-B182.2, ASTM D-3034 or approved equivalent. Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone. All pipe, bends, joints and appurtenances necessary to install are included.

Installation is to conform to OPSS. MUNI 410: Construction Specification for Pipe Sewer Installation in Open Cut, OPSD 802.010: Flexible Pipe, Embedment and Backfill, Earth Excavation and OPSD 802.013: Flexible Pipe, Embedment and Backfill, Rock Excavation.

The unit bid price for the above tender items shall be full compensation for excavation, removal and disposal of existing sewers, supply of granular material, placement and compaction of bedding material, water for compaction, and backfill required to complete the installation.

All trenching, trench box, shoring, dewatering, and other costs associated with this installation shall be included.

The Contractor should note that they are to supply and place new pipe and appurtenances, taking delivery, excavating, laying, jointing, backfilling, clean up, etc. The contractor shall not work in more than one location without prior approval of the Municipality.

Sanitary service to all affected residents shall be maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement is to be included in this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by meter.

ITEM 29. SANITARY MAINTENANCE HOLE REMOVAL & DISPOSAL

This item is for the removal and disposal of all existing sanitary structures as indicated on the Contract Drawings and as directed by the Contract Administrator. Sanitary structures include maintenance holes. Structures in West Nipissing may be large cast in place structures.

All structures to be removed where there will be a new structure installed in approximately the same location shall be removed at the same time of construction of the new structure in the same excavation, and the cost of the removal shall be included in the cost of the new maintenance hole. There will be no additional payment for backfilling the removed structure and excavating a second time for installation of the new structure.

If encountered, the Contractor shall be responsible for the proper removal, storage, and disposal of asbestos cement in accordance with the Occupational Health and Safety Act, Provincial Regulations and applicable Municipal By-Laws.

Scope of work to include all dewatering to maintain a dry and stable trench to allow construction of all underground works.

Removals shall be in accordance with OPSS.MUNI 180, OPSS 510 and OPSS.MUNI 517 Removals.

Basis of payment for this item shall be per each sanitary structure (that is in a different location than the new manhole) removed and disposed offsite.

ITEM 30. REMOVAL AND DISPOSAL OF EXISTING SANITARY SEWER PIPE

This item is for the removal and disposal of existing sanitary sewers that is greater than one and a half (1.5) meters away from the proposed sanitary sewer where shown on the Contract Documents and as directed by the Contract Administrator.

If encountered, the Contractor shall be responsible for the proper removal, storage and disposal of asbestos cement in accordance with the Occupational Health and Safety Act, Provincial Regulations and applicable Municipal By-Laws.

Scope of work to include all dewatering to maintain a dry and stable trench to allow construction of all underground works.

Work to be in accordance with OPSS 180, OPSS MUNI 491, OPSS.MUNI 510 and OPSS.MUNI 517.

Payment shall be per linear meter of sanitary sewer removed and disposed offsite, that is further than one and a half (1.5) meters away from the proposed sanitary sewer alignment.

ITEM 31. 1200mm SANITARY MAINTENANCE HOLE

The unit bid price for the above tender item shall be full compensation for the supply and installation of a new maintenance hole (including frame and cover), removal and disposal of existing maintenance hole (including frame and cover), removal and disposal of surplus material, excavation, supply of granular material, placement and compaction of bedding material, and backfill required to complete the installation and connection at the location specified in the contract drawings, or as directed by the Engineer.

Maintenance holes are to be installed in the locations elevations and sizes as indicated on the contract drawings. The contractor shall submit shop drawings for each maintenance hole for review and approval prior to installation.

Installation shall be in accordance with OPSS. MUNI 407 (structure installation), OPSD 701.010 (1200mm), OPSD 701.021 (benching) and OPSD 401.010 (Type A cover - closed).

Maintenance holes deeper than 5m are to include aluminium safety platform per OPSD 404.020.

All sanitary structures shall be benched.

All openings in structures for pipes shall be cored and fitted with kor-n-seal boots.

Sanitary service to all affected residents shall be maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement are to be included in this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

ITEM 32. SANITARY SEWER SERVICE

Sanitary services will extend to the property line or building foundation where they will connect to existing.

New and replacement of existing services will be paid under this item.

The unit bid price for the above tender item shall be full compensation for the excavation, removal, and replacement of existing and new sanitary service connections. All work shall be in accordance with OPSS 410: Pipe Sewer Installation in Open Cut and OPSD 1006.020: Sewer Service Connections for Flexible Main Pipe Sewer.

The Contractor is responsible for locating and exposing existing services at the property line and confirming the size, material, elevation and type of service a minimum of 72 hours before installation of the new sewer. The service information will be provided to the Contract Administrator

and will be reviewed with the engineer and the design of the depth of the sewer lateral will be revised if necessary. All costs associated with location of the sewer services will be part of this item.

All excavation, granular bedding, backfill and reinstatement shall be included in this item.

Sanitary service laterals shall be SDR 28 pipe with a minimum diameter of 125mm and up to a maximum of 200mm diameter. (Where a sanitary service is found to be larger than this minimum size, the existing size is to be matched.)

The installation of a steel, water tight cap clean out at the property line, for sewer lateral maintenance and locating purposes is required. Clean out shall be cast iron.

Services shall be run 90 degrees to the main line to the clean out.

Sanitary service to all affected residents shall be continuously maintained during construction until new service is approved and 'put in service'. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement is to be included in this item.

Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be per sanitary sewer service installed from the sewer main to the property line.

ITEM 33. CONNECTION TO EXISTING STORM SEWER

The unit bid price for the above tender item shall be full compensation for the connection of the new Storm sewer to the existing sanitary sewer at the locations and to the grades indicated in the contract drawings or as specified by the Engineer. This item is to include any saw cutting of existing asphalt, removal of asphalt, excavation, disposal of surplus material, granular material, placement and compaction of bedding, and backfilling that is necessary (unless already included in other tender items).

All work shall be in accordance with OPSS.MUNI 410, OPSS. MUNI 491 and OPSS. MUNI 517

Where exact locations and inverts of existing sewer is unknown, the contractor shall be responsible to daylighting as required to locate and make the connection.

Connections to existing sewer pipes or services include the removal of all plugs, caps, fittings, etc. from the existing and new pipes or services and installation of the connection, including all fittings, elbows, reducers, eccentric couplers, or adapters. Connections shall be made using Fernco or Mission Rubber couplings, or approved equivalent. All connections shall be made under the supervision of the Contract Administrator.

Measurement will be the number of connections installed and shall include full compensation for all labour, fittings, materials and equipment to locate the existing pipe and make the connection.

Temporary support, protection, relocation, or providing assistance to the utility companies during construction for all above and below ground utilities and infrastructure that interfere with construction shall be provided by the Contractor at no additional cost to the item.

Trench to be dewatered to maintain a dry and stable condition for construction of all underground works. All dewatering discharge is to be monitored and controlled to prevent erosion and sedimentation.

Any bypassing, pumping or other efforts required to maintain continuous service and conveyance of upstream flows shall be included.

While the storm flows will vary along the length of the project. The Contractor will use their experience with similar work and similarly sized sewers to determine what is a suitable bypass peak flow.

Connection points include:

- Intersection of Ethel Street and Main Street

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

ITEM 34. REMOVAL OF STORM MAINTENANCE HOLE
ITEM 35. REMOVAL OF CATCH BASIN

This item is for the removal and disposal of all existing storm structures as indicated on the Contract Drawings and as directed by the Contract Administrator. Storm structures include maintenance holes and catch basins. Structures in West Nipissing may be large cast in place structures.

All structures to be removed where there will be a new structure installed in approximately the same location shall be removed at the same time of construction of the new structure in the same excavation, and the cost of the removal shall be included in the cost of the new maintenance hole or catch basin. There will be no additional payment for backfilling the removed structure and excavating a second time for installation of the new structure.

If encountered, the Contractor shall be responsible for the proper removal, storage, and disposal of asbestos cement in accordance with the Occupational Health and Safety Act, Provincial Regulations and applicable Municipal By-Laws.

Scope of work to include all dewatering to maintain a dry and stable trench to allow construction of all underground works.

Removals shall be in accordance with OPSS.MUNI 180, OPSS 510 and OPSS.MUNI 517 Removals.

Basis of payment for this item shall be per each storm structure (that is in a different location than the new maintenance hole or catch basin) removed and disposed offsite.

ITEM 36. REMOVAL OF STORM SEWER

This item is for the removal and disposal of existing storm sewers that is greater than one and a half (1.5) meters away from the proposed storm sewer where shown on the Contract Documents and as directed by the Contract Administrator.

If encountered, the Contractor shall be responsible for the proper removal, storage and disposal of asbestos cement in accordance with the Occupational Health and Safety Act, Provincial Regulations and applicable Municipal By-Laws.

Scope of work to include all dewatering to maintain a dry and stable trench to allow construction of all underground works.

Work to be in accordance with OPSS 180, OPSS MUNI 491, OPSS.MUNI 510 and OPSS.MUNI 517.

Payment shall be per linear meter of storm sewer removed and disposed offsite, that is further than one and a half (1.5) meters away from the proposed storm sewer alignment.

ITEM 37. 300mm STORM SEWER
ITEM 38. 400mm STORM SEWER
ITEM 39. 525mm STORM SEWER

The unit bid price for the above tender item shall be full compensation for the removal of existing storm sewer within one and a half (1.5) meters of the proposed storm sewer, and installation of new storm sewer as indicated on the contract drawings. Storm sewers shall be PVC SDR 35. Class B Granular 'A' bedding material shall be used unless saturated conditions require the use of 19mm clear stone.

Installation is to conform to OPSS. MUNI 410: Pipe Sewer Installation in Open Cut.

The unit bid price for the above tender items shall be full compensation for excavation, removal of existing pipe (within one meter of the proposed storm sewer alignment), supply of granular material, placement and compaction of bedding material, water for compaction, and backfill required to complete the installation.

Any necessary saw cutting of curbs and boulevards, removal and replacement of curbs, removal and replacement of boulevards shall be included in the unit price.

All pipe, bends, joints, reducers and appurtenances necessary to install are included.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.
Payment will be by meter.

ITEM 40. 1200mm MAINTENANCE HOLE

The unit bid price for the above tender item shall be full compensation for the supply and installation of a new maintenance hole (including frame and cover), removal and disposal of existing maintenance hole (including frame and cover, and for structures in the same location as the proposed structure), removal and disposal of surplus material, excavation, supply of granular material, placement and compaction of bedding material, and backfill required to complete the installation and connection at the location specified in the contract drawings, or as directed by the Engineer.

Installation shall be in accordance with OPSS. MUNI 407 (structure installation), OPSD 701.011 (1500mm) and OPSD 401.010 Maintenance Hole Frame (Type A Cover - Closed).

Maintenance holes deeper than 5m to include aluminium safety platform per OPSD 404.020.

Storm sewer maintenance holes do not require benching.

Storm sewer maintenance holes do not require sumps.

Storm sewer catch basin inlet maintenance holes require a minimum 300mm sump.

All openings in structures for pipes shall be cored and fitted with kor-n-seal boots.

This item applies to both maintenance holes and catch basin inlet maintenance holes (OPSD 400.082 Catch Basin Frame). The cost of concrete aprons are to be included in the unit rate price of this item.

Storm sewer operation shall be maintained during construction. The cost of sewer bypass, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement are to be included in this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

ITEM 41. CATCH BASIN: SINGLE

The unit bid price for the above tender item shall be full compensation for the removal of existing and installation of a new catch basin including: saw cutting of existing asphalt, removal and replacement of asphalt, excavation, supply of granular material, saw cutting of curb, sidewalk, and boulevard, removal and replacement of curb, sidewalk, and boulevard, removal of surplus material, and backfill required to complete the installation (if not already included in other tender items).

Installation shall be in accordance with OPSS. MUNI 407. Catch basin is to be in accordance with OPSD 705.010 (600x600 single inlet), 705.020 (600x1450 twin inlet) with a 300mm sump, and grate(s) in accordance with OPSD 400.082.

Catch basin lead pipes to the main will be paid under 300mm Storm Sewer item.

Subdrain connections to be provided where subdrain is specified. All openings in structures for pipes shall be cored and fitted with kor-n-seal boots.

Concrete aprons required for in accordance with OPSD 400.082 and OPSD 610.030 are to be included in the unit rate price of this item.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

ITEM 42. WATER DISTRIBUTION SYSTEM – WORK PLAN

Prior to starting any work on the water distribution network, a thorough work plan must be received and approved by the Municipality of West Nipissing.

The work plan shall cover all stages of construction; detail the step by step procedure to be followed in completing the work including items such as: chlorination /testing procedure; detail the use of a certified backflow preventer (certified onsite); applicable regulations / standards being followed; impact on the surrounding network; involvement and requirements from Municipal staff; schedule;

means of connection (live tap or otherwise); principal and back up valves to be utilized; notification process for property owners; etc.

* This is NOT a complete list of what will be required in the work plan, rather it is an example of elements that typically would be required.

The work plan will encompass the entire length of the project, including when the connections are done in phases along it's length.

Each work plan is unique to the construction conditions and the contractors preferred way to complete the work so a complete list or description of the work plan requirements cannot be provided.

Prior to submitting the work plan Municipal Operations staff will be consulted to confirm the approach contemplated by the Contractor is appropriate.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

ITEM 43. TEMPORARY WATER SERVICE

Continuous temporary water services are to be included under this item. Continuous water services must be maintained to all properties at all times. A temporary water service shall be installed and maintained to all affected properties during construction, and then decommissioned and removed after the new system has been tested, chlorinated, accepted and 'put-in-service'. The cost of a temporary water system, commissioning, decommissioning, materials, labour and any other components to satisfy this requirement is to be included in this item. Temporary water service shall conform to AWWA and OPSS 493.

Sampling and testing shall be the responsibility of the contractor and to be done under the supervision of Municipal staff.

The extent and method of temporary water service will depend on the staging and approach to construction taken by the Contractor.

Water service shall not be interrupted for more than 2 hours without written approval from the Municipality.

Water service interruption shall be scheduled to accommodate the adjacent business demands to the greatest extent possible.

Temporary water service to be maintained in a continuous manner regardless of the time of year of construction. If temperatures are such that the temporary lines require insulation and/or heating this is to be planned for and accounted for in this item. Where possible the construction schedule shall be such that heating of temporary water is not required. Building construction along the downtown core is typical to other environments of this nature. The buildings are of varying age, densely packed,

commercial in nature, generally without exterior water lines. Specific details regarding the means of temporary water connections for each property are not available. The contractor should use their experience in other similar environments when bidding this item.

Pedestrian access to all buildings is to be maintained at all times. Temporary water service lines are to be put in place with this in mind – including maintaining accessibility reflective of the varied needs of the public in the downtown area.

The unit bid price for the above tender item shall be full compensation for all labour, equipment and material required to complete the work to the satisfaction of the Contract Administrator.

Measurement for payment is by the “Lump Sum”.

ITEM 44. CONNECTION TO EXISTING WATER MAIN

The unit bid for the above tender item shall be full compensation for the connection of the new water main to the existing water main at the locations indicated in the contract drawings or as specified by the Engineer. Any additional connections, bypass, etc. to facilitate Contractors sequence of construction is to be included in this item at no additional cost.

Existing watermains are to be maintained in service until new 300mm watermain is put into service.

The watermains being replaced may directly affect the municipal supply of water to the storage reservoir. Accordingly, the intent is to minimize or avoid the need for temporary water service through the maintenance of the existing watermain(s) and services until the switch over to new works can be made. The Contractor is to familiarize themselves with the work and satisfy themselves that all necessary steps in this process are allowed for and included in the Tender pricing.

All connections to intersecting streets are to be made sufficiently far off Ethel Street so that future watermain upgrades can occur without encroaching onto Ethel Street.

All new connections to municipal watermains are to be a minimum of 300mm PVC with diameter and material transitions to match existing.

Where possible size changes in ‘branches’ off the 300mm main line will be made by factory tee. Where a factory tee is not available or a reduction smaller than 300mm is required expansion / reduction fittings will be used and included.

Anticipated connections are as follows:

3) Ethel Street #1, #2:

- New 300mm watermain will connect to existing 300mm watermain at the intersection of Ethel Street and Main Street.
- New 300mm watermain will connect to existing 150mm watermain at the intersection of Ethel Street and Nipissing Street.
- New connection will include any bends / lengths not included in the main line pipe provisions necessary to transition between new and old pipe

alignments.

The unit bid for this tender item shall include saw cutting of asphalt, boulevards, and sidewalks, removal and replacement of asphalt, boulevards, and sidewalks, excavation, installation of watermains and appurtenances (including reducers, tees, restraints, etc.), supply of granular material, placement and compaction of bedding material, backfilling, removal of surplus material, pressure testing, chlorination and flushing to the satisfaction of the Contract Administrator (if not already covered under other tender items). Watermain pipe and gate valves required for connection to the existing watermain are included under other tender items.

Work will be completed per OPSS. MUNI 441: Watermain Installation in Open Cut and OPSS. MUNI 442: Corrosion Protection of New and Existing Watermains.

All watermain elements (main line and service) installations are to be 'traceable'. If pipe material is not naturally traceable, tracer wire is to be installed.

Conductivity and trace tests are to be completed and certified prior to the acceptance of the work.

All metallic watermain and watermain elements are to have their metallic elements protected using galvanic anodes.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

ITEM 45. WATERMAIN: 300mm

The unit bid for the above tender item shall be full compensation for the installation of new Watermain as indicated in the Contract Drawings.

The new watermain is to be installed in a new location while keeping the existing watermains in service. Accordingly, existing watermain removal will be a separate process and captured under separate removals item.

Watermain shall be supplied and installed at the locations indicated in the contract drawings or as specified by the Engineer. Work shall be performed in accordance with OPSS. MUNI 441: Watermain Installation in Open Cut and OPSS. MUNI 442: Corrosion Protection of New and Existing Watermains. Thrust Blocks shall be installed for all Tees, Plugs, and Horizontal Bends as per OPSD 1103.010.

Watermain materials shall be:

- PVC DR 18 AWWA C900 Class 150 (DR-18) (up to 300mm) and C905 (over 300mm). Spec, colour coded blue. Certified CSA B137.3 with gasket bell end.
- Fittings shall be ductile iron, cement lined AWWA-C110/A.21.10 and AWWA C104/A21.4.

- All pipe, bends, reducers, joints and appurtenances necessary to install are included.
- All mechanical joint bolts shall be supplied with extra length. After installation of the standard steel nuts, a sacrificial zinc nut with steel core shall be installed on each bolt.
- Complete with mechanical restraints. Mechanical restrainers shall be per manufacturers instructions and shall be used for a minimum distance of 18m from all directions at fittings, connections, and appurtenances.
- Complete with #12 awg insulated underground application tracer wire.
- Complete with temporary blow offs as necessary per OPSD 1104.030: Blow Off Installation.

Unless otherwise stated, watermain shall have a minimum cover of 1.8m, a minimum 2.5m horizontal separation from sewers and a minimum 0.5m vertical separation at sewer crossings.

Class 'B' bedding shall be Granular 'A'. and shall be as per OPSD 802.010: Flexible Pipe, Embedment and Backfill, Earth Excavation and OPSD 802.013: Flexible Pipe, Embedment and Backfill, Rock Excavation.

All bends, connections, restraints, and other appurtenances not specifically listed as separate line items shall be included in this item.

The intent is to have the new watermain continue more or less straight along its length. It is however expected that the watermain will need to have its alignment adjusted vertically or horizontally from time to time to avoid significant obstacles along its length – these alignment shifts shall be allowed for in this unit rate.

All non-metallic water mains shall be traced with a 12-gauge tracer wire. The wire shall be looped up the outside of all main valve boxes and extended into the valve box by 50mm through a saw cut 50mm below the bottom of the cover bell. Tracer wire shall be “tack welded” to valve boxes and service boxes or connected in an equal fashion. Tracer wire splices shall be by means approved. Tracer wire on mains shall be protected with a 2.3 kg zinc anode, at each end a maximum spacing of which shall be 500m. Services on PVC main spliced onto tracer wire with clamp.

The Contractor shall provide 24 hours notice to affected owners prior to shut downs of the existing watermain. Contractor shall request Municipality to perform any shut downs of the existing system with a minimum of 48 hours notice. All operation of existing watermain valves shall be by Municipal Works personnel.

The Contractor should note that they are to supply and place new pipe and appurtenances, taking delivery, excavating, laying, jointing, backfilling, clean up, etc. while maintaining service to customers. The contractor shall not work in more than one location without prior approval of the Municipality.

The unit bid price for the above tender item shall be full compensation for all labour, equipment and material required to supply and install all watermains and appurtenances including supply of granular material, placement and compaction of bedding, backfilling up to the underside of the adjacent road cross section element (i.e. to the underside of road base granular, underside of sidewalk and curb granular, etc. as these items will be covered under those respective costs), and

removal of surplus material to the satisfaction of the Contract Administrator.

Payment will be by meter.

ITEM 46. 300mm GATE VALVE WITH BOX

The unit bid for the above tender item shall be full compensation for the installation of new gate valves with valve boxes as indicated in the Contract Drawings.

All work shall be performed in accordance with OPSS. MUNI 441: Watermain Installation in Open Cut and OPSS. MUNI 442: Corrosion Protection of New and Existing Watermains.

All gate valves shall be Clow resilient type gate valves to AWWA C509-87 with mechanical joint ends and guide plate and shall be installed at the locations indicated in the contract drawings or as specified by the Contract Administrator.

All valve boxes shall be slide-type, Mueller MVB composite valve boxes. Valve boxes shall be supplied, installed, and set to grade – including grade adjustments where asphalt lifts are not placed immediately after one another.

All valve boxes shall be double wrapped with 6-mil polyethylene. Valve bonnets shall be wrapped with class II Non-woven Geotextile FOS 150-210.

All valves shall be protected with 7.7kg magnesium anodes.

Where an existing valve is being removed, the old valve is to be delivered to the Public Works Yard for the Municipality's use.

This tender item includes, saw cutting of existing asphalt, removal and replacement of asphalt, excavation, removal of existing valve (if present), delivery of old valve to Municipal public works yard, all work and appurtenances required for installation of the gate valve, granular material, placement and compaction of bedding material, removal of surplus material, and backfilling required to complete the work (if not already included under other tender items).

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by each.

ITEM 47. WATER SERVICE

The unit bid price for the above tender item shall be full compensation for the replacement of the water services (including all appurtenances), as per the contract drawings.

All work shall be in accordance with OPSS. MUNI 441: Watermain Installation in Open Cut and OPSS. MUNI 442: Corrosion Protection of New and Existing Watermains and OPSD 1104.010: Water Service Connection 25mm Sizes or OPSD 1104.020: Water Service Connection 32, 38 and

50mm Sizes.

Service piping between the main and curb stop, services will be a minimum 25mm service or, if larger, replaced 'like for like'.

Where a building face is against sidewalk the new service will extend into the building and connect to existing plumbing inside the building. The intent is that once complete all service pipe within the municipal right of way will be new. A curb stop will be required in the sidewalk). A licensed plumber will be required to make the interior connection prior to the existing water meter.

Other water service connections from the water main to the curb stop are to be polyethylene.

Service piping must be continuous from the main to curb stop. No joints will be permitted.

Existing curb stop is to be removed and replaced.

Existing service size will be matched on the property side of the curb stop.

Intersecting utilities are to be supported across all trenches.

Tracer wire is to be installed for all non-traceable services using a tracer wire / locating box – Bingham & Taylor P200NFG or equivalent.

Curb stops are to be located consistently through the length of the project. Where buildings are set back from the property line by more than 1.5m curb stops will be placed on the property line. Where buildings are near, on or over the property line curb stops are to be placed at a consistent distance off the back of curb – while the location is flexible, it is to be consistent and subject to the approval of the Municipality of West Nipissing.

The unit bid for this tender item shall include saw cutting of asphalt, removal and replacement of asphalt, saw cutting of sidewalk and boulevard, removal and replacement of sidewalk and boulevards, topsoil and sod, excavation, removal and disposal of existing water services, supply and place a new water service lateral including anodes, tapping, installation of mainstop and curbstop with box, connection to the existing water service at the property line, temporary water mains, supply of granular material, placement and compaction of bedding material, water for compaction, backfilling, removal of surplus material, pressure testing, chlorination, flushing to the satisfaction of the Contract Administrator (if not included under other tender items). Also included in this tender item is the restoration of all surrounding surfaces to equal or better condition than prior to construction activities.

Included in the unit price shall be service grounding. It is assumed that there is the possibility for the flow of electricity in all water services. Included in the water service lateral and connection, the Contractor is to include the cost of all equipment and labour required to adequately ground each water service in accordance with the Electrical Safety Authority – Flash 22-26-FL on the following page, or as specified by the Municipality.



FLASH

May 2022

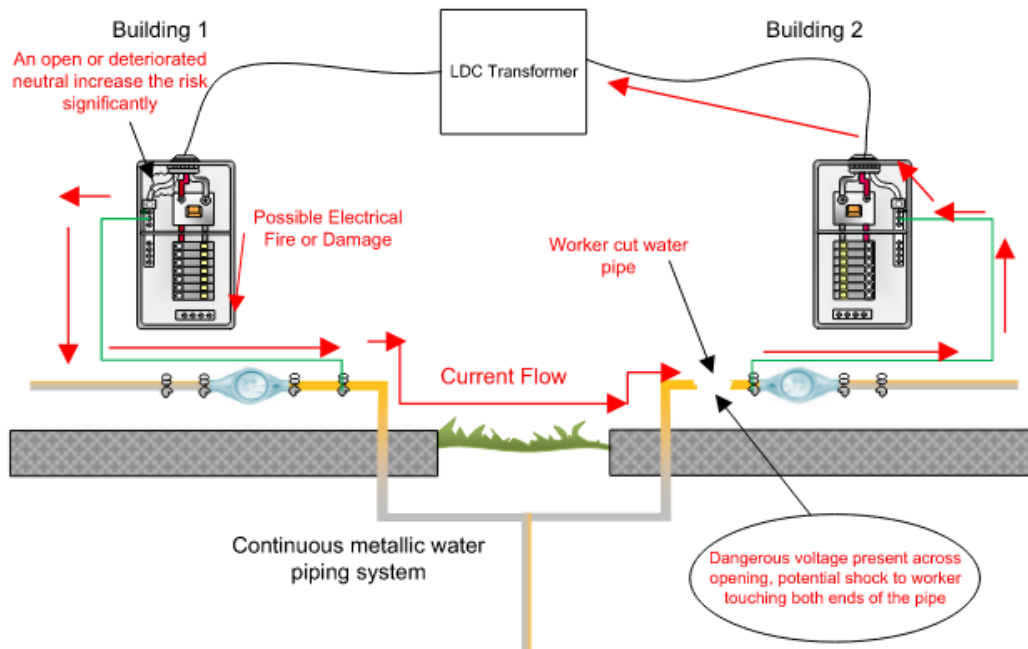
Flash 22-26-FL
Supersedes 20-26-FL

Potential electrical hazards associated with the replacement of metallic water meters or water supply lines

Caution:

Workers who undertake the replacement of a metallic water meter or metallic water piping system should be aware of a possibility of electrical shock or arcing occurring when the continuity of the water piping is interrupted. **Always assume there may be flow of electricity in the piping system and deal with the metallic water pipes as if they are energized.** A latent fault of a disconnected or deteriorated neutral connection in the electrical system will increase the risk significantly, and removing a water meter or cutting the metallic piping system within or exterior to a building may cause an electric shock to the worker.

Diagram F1 - a cut in metallic water pipe may result in dangerous voltage across the opening



Extreme care must be taken when replacing metallic water meters or cutting domestic metallic water supply lines within or exterior to buildings.



FLASH

May 2022

Recommendation:

ESA recommends contacting a Licensed Electrical Contractor (LEC) to assess the condition of the existing electrical system including the neutral and grounding electrode connections. In some cases, arcing may be indicative of a more serious problem with the electrical system which requires investigation by an LEC. The Local Distribution Company should be notified if the LEC has determined the arcing is from external sources.

1. Replacement of metallic water meters or repair of metallic piping systems

An LEC may not be able to detect latent conditions in other premises or within the LDC's infrastructure. For this reason, it is imperative that the continuity of the piping system be kept intact when cutting or replacing a domestic water meter is carried out. The installation of a temporary jumper (minimum No. 6 AWG copper wire) with clamps made for the application across the water meter or between broken sections of metallic pipe would be adequate to ensure the continuity of the grounding electrode is maintained with this type of work.

2. Replacement of continuous metallic supply line with non-conductive water supply line

When replacing the metallic water supply line to non-conductive water supply line, a new ground electrode is required to be installed by an LEC prior to the existing piping/grounding electrode being removed. **Connection to a grounding electrode is considered electrical work. A notification shall be filed with ESA.**

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be per new water service installed.

ITEM 48. FIRE HYDRANT

The unit bid price for the above tender item shall be full compensation for the installation of New Fire Hydrant(s), as indicated in the contract drawings.

The work for the above tender item shall be performed in accordance with OPSS. MUNI 441: Watermain Installation in Open Cut and OPSS. MUNI 442: Corrosion Protection of New and Existing Watermains and OPSD 1105.010: Hydrant Installation.

Fire hydrants shall be Canada Valve B-50 Monitor Model non draining with two 60 mm hose nozzles and one 100 mm Storz Quick Connect pumper nozzle with breakaway flange, threaded in accordance with CSA standards. Each hydrant must have its own isolation valve. Fire hydrants must open left and the proper 1.80 m of ground cover needs to be maintained. Any fire hydrant lead that crosses a ditch or culvert requires proper insulation if 1.80 m of cover cannot be maintained.

The hydrant flanges shall be higher than the crown of the adjacent road or the top of the adjacent curb whichever is higher. Flanges shall be placed such that connecting bolts can be easily removed, 100mm above finished grade.

All hydrants shall be protected with 7.7kg magnesium anodes. Hydrants shall have 150mm PVC DR18 leads, a 150mm Gate Valve and box, and all joints completely restrained. Also to be included is the DI Anchor Tee for connection to the mainline water main.

Tracer wire is to be installed for all non-traceable services using a tracer wire / locating box – Bingham & Taylor P200NFG or equivalent.

Hydrants shall be painted Chrome Yellow.

Where an existing hydrant is being removed, the old hydrant is to be delivered to the Public Works Yard for the Municipality's use.

This item includes the saw cutting of existing asphalt, removal and replacement of asphalt, excavation, removal of existing hydrant, installation of new fire hydrant, lead, gate valve, and all appurtenances, supply of granular material, placement and compaction of bedding, removal of surplus material, backfilling, and restoration of the road surface. Any necessary saw cutting of sidewalks and boulevards, removal and replacement of removal and replacement of boulevards and sidewalks shall be included in the unit price (if not included under other tender items).

Payment at the unit bid price for this tender item be full compensation for all excavation, removal of existing hydrant (if present), delivery of old hydrant to Municipal public works yard, bedding, backfill, labour, equipment and material required to do the work.

Payment will be by each.

ITEM 49. WATER MAIN COMMISSIONING

The unit bid price for the above tender item shall be full compensation for the pressure testing, chlorination, and flushing of the newly installed water main, etc. prior to the installation of asphalt, to the satisfaction of the Contract Administrator and Municipality operations staff.

All work shall be in accordance with Ministry of Environment, Conservation and Parks Watermain Disinfection Procedure, ANSI/AWWA C651; OPSS. MUNI 441 and Municipality standards.

The new watermain is to be installed and put into service in *one* sections that generally corresponds to:

- Section 1 – Ethel Street

Once installed each section shall be put fully into service, including services.

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

Payment will be by lump sum.

ITEM 50. TOPSOIL AND HYDROSEED

This item includes supply and placement of topsoil and seed in boulevards, and all grassed surfaces reasonably disturbed by the work. It does not include repair of damage beyond that which is reasonably required to complete the work.

The unit bid price for the above tender item shall be full compensation for all labour, equipment, and material to place, as a minimum, 150 mm of imported and compacted topsoil material, hydroseed, water and fertilizer in accordance with OPSS. MUNI 802: Construction Specification for Topsoil and OPSS. MUNI 804: Construction Specification for Seed and Cover, and as directed by the Contract Administrator.

Placement of topsoil and subsequent seed shall be such that final surface is flush with the adjacent surface. Aa barrier to runoff from hard surfaces shall not be present nor will it leave a drop or trip hazard beyond what's permitted in the AODA.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by square meter.

ITEM 51. EXCAVATION AND REMOVAL: ROCK (PROVISIONAL)

The Contractor shall supply all labour and equipment required for excavation of rock encountered along the line of the work. Only solid rock in its original position and which cannot be removed by an excavator without use of air hammer will be classed as rock. Boulders larger than 0.5 cubic metres will be classed as rock for payment. Hardpan is not rock.

No blasting will be permitted.

Rock removal in excess of that which is necessary to complete the stated work will not be compensated.

Reference OPSD 802.013:

- 150mm bottom of pipe to bottom of trench.
- 300mm side of pipe to side of trench (900mm pipe or less).
- 500mm side of pipe to side of trench (greater than 900mm pipe).

All offsite disposal shall be in accordance with OPSS 510, OPSS 180, Ontario Regulation 406 and the MOE Guidelines for Management of Excess Material.

This item is Provisional, the Municipality reserves the right to reduce or eliminate this item at their sole discretion.

Measurements to be confirmed by the Contract Administrator prior to and after removal.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by cubic meter (measured in place based on field measurements or design geometry).

ITEM 52. COMPACTION TESTING (ALLOWANCE)

This item is only to be used if directed to do so by the Engineer.

This item is to cover expenses used for compaction testing by a third party to ensure granulars placed are compacted to SPMDD specified in the contract documents.

Compaction testing shall be taken as required by Consultant, Engineer or Municipality, to be coordinated by Contractor.

Basis of payment is at a time and material basis of third-party consultant.

ITEM 53. CONSTRUCTION INFORMATION SIGNAGE (PROVISIONAL)

In addition to construction and detour related signage the Municipality may choose to post additional general information signage. The Contractor will be responsible for posting and maintaining any additional construction information related signage.

Construction information signage may be posted to inform motorists and pedestrians of the presence of the construction zone, construction duration, encourage the continued patronage of businesses or other facilities and other general information.

* This signage is in addition to all that required to maintain a safe and proper work area for which the contractor is otherwise responsible for.

Sign design to be provided by the Municipality; signs to be purchased and delivered to the site by the Contractor; size: 4' x 8'; material to be contractors choice but must be maintained for the duration of construction; base / stand to be provided by Contractor.

Where signage is to be located on private property, the Municipality will be responsible for obtaining permission for the placement of the sign and permission for the Contractor to enter the site for the purpose of erecting, maintaining and removing that signage.

Locations and quantity of signage to be confirmed upon award of the contract.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be by lump sum.

ITEM 54. DAYLIGHTING UTILITIES (PROVISIONAL)

The contractor is responsible for daylighting utilities and services to prevent utility conflicts as required by the Ontario Underground Infrastructure Notification System Act, and under the course of this contract and at their own expense. This provisional item is for daylighting utilities requested by the contract administrator or owner.

The unit bid price for the above tender item shall be full compensation in order to conduct vertical daylighting investigations to expose utilities and verify the location, size, material, alignment, and condition when requested by the owner or contract administrator.

Payment for this tender item shall be full compensation for all labour, equipment, and material required to do the work, including all costs associated for repair or replacement of utilities damaged as a result of the contractors activities.

Payment will be per hour of daylighting with a hydrovac truck with one (1) operator and one (1) labourer.

ITEM 55. REINSTATEMENT OF STREET SIGNAGE (PROVISIONAL)

Various existing fixed or semi-fixed objects will need to be temporarily removed, stored and reinstated after the surrounding works have been completed.

Existing post mounted signage, etc. are to be removed, transported, itemized, stored (in a secure lockable enclosed container) as necessary to complete the surrounding works, and reinstated.

An inventory of all objects and condition will be prepared by the contractor prior to removal and a copy submitted to the contract administrator.

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

Payment will be by lump sum.

ITEM 56. TREE REMOVAL (PROVISIONAL)

This item includes the removal and disposal of trees (including stumps, roots and otherwise) as required during the course of construction. Removals shall be in accordance with OPSS 510: Removals.

The Contractor shall remove all trees directed to be removed by the Contract Administrator or Municipality with a 150mm diameter or bigger. These trees shall be close cut and the stump grinded to 0.3m below finished grade. The Contractor shall remove and dispose of entire tree off site. Trees smaller than 150mm in diameter are to be included in earth excavation and no additional costs will be paid to the contractor for their removal and disposal.

It is expected that there are trees within the work that have a potential of being impacted by the proposed construction. While these trees are likely candidates for removal they will be protected to the greatest extent possible.

Trees – regardless of their current condition – that cannot be effectively protected will be identified for removal and replacement in a similar or other location within the project boundary. An arborist will be engaged by the Municipality to aid in this determination.

Payment at the Contract Price shall be full compensation for all labour, materials and equipment required to remove and dispose 150mm or greater diameter trees. Payment shall be by “Each”.

ITEM 57. PIPE INSULATION (PROVISIONAL)

This provisional item is for the insulation of watermain, storm sewers, or sanitary sewers where the minimum required cover cannot be provided and insulation is required.

50mm of rigid insulation (DuPont HI-40 or an approved equivalent) shall be provided per 300mm reduction in pipe cover. It is assumed that for this provisional item 50mm of rigid foam insulation will be required.

Payment at the unit bid price for this tender item shall be full compensation for all labour, equipment, and material required to do the work.

Payment will be per meter of pipe insulation provided. Should multiple layers of pipe insulation be required the contractor will be paid the number of layers of pipe insulation by the length in meters of pipe insulation provided.

END OF ITEM SPECIFIC SPECIAL PROVISIONS

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING**

**WEST NIPISSING SEWER AND WATERMAIN UPGRADES –
ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

PROJECT NO. NTB-26000926-00

SPECIMEN FORMS



CONSULTING ENGINEERS:

**EXP SERVICES INC.
757 Main Street East
North Bay, Ontario
P1B 1C2**

**Tel: (705) 474-2720
Fax: (705) 474-8515**



OWNER:

**THE MUNICIPALITY OF WEST NIPISSING
101 – 225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1**

**Tel: (705) 753-2250
Fax: (705) 753-3950**

SPECIMEN FORMS

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FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____ 2026.

B E T W E E N: THE CORPORATION OF THE MUNICIPALITY OF WESTNIPISSING
(hereinafter called “the Owner”)

A N D: _____
(hereinafter called “the Contractor”)

W I T N E S S E T H:

THAT the Owner and the Contractor shall undertake and agree as follows:

ARTICLE I:

The Contractor will:

- (a) Provide all material and perform all work shown on the drawings and described in the Specifications entitled:

**West Nipissing Infrastructure Improvements
Municipality of West Nipissing
Project No. NTB-26000926-00**

which were prepared by Greer Galloway Group, acting as and hereinafter called the “Engineer”, and

- (b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, and
- (c) Complete, as certified by the Engineer, all the work by **October 31, 2026.**

ARTICLE II:

The Owner will:

- (a) Pay the Contractor in lawful money of Canada for the material and services aforesaid

subject to additions and deductions as provided in the Contract Documents.

- (b) Make payment on account thereof upon the Engineer’s Certificate as follows:

In accordance with General Conditions of Contract, Section GC 8, Payment, as amended by Special Provision.

FORM OF AGREEMENT (CONTINUED)

ARTICLE III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. ___ to ___ is hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

ARTICLE IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

THE CONTRACTOR: _____

THE OWNER: The Corporation of the Municipality of West Nipissing
101-225 Holditch Street
Sturgeon Falls, Ontario, Canada. P2B 1T1

THE ENGINEER: The Greer Galloway Group
1620 Wallbridge Loyalist Road
Belleville ON K8N 4Z5

CONSTRUCTION EXP Services Inc.
CONTRACT 757 Main Street East
ADMINISTRATOR: North Bay, ON, P1B 1C2

This form to be used with Ontario Provincial Standard Specification 180

SITE SELECTION NOTIFICATION FOR MANAGEMENT AS DISPOSABLE FILL

Contract Information

Contract No. _____ Owner: _____

The following describes the notification process between the Owner of the Contract and the Contractor, wherein the Contractor formally notifies the Owner that agreement has been reached with a third party property owner for the disposition of Contract generated excess material. Such excess material, managed as disposable fill shall be limited to one of or a combination of: earth; aggregate; swamp material; rock; natural wood and debris from open fires, provided the conditions on management are satisfied.

Site Information

Property Owner(s) for the subject property: _____

The subject property:

Lot _____ , Concession _____ , Township of _____

County/Region/District of _____ , Quantity and Type of Excess Material used as fill:

This is to notify you, as Owner, that permission has been obtained from the property owner(s) named herein for the management of excess materials from this Contract. The property owner has also been provided with a copy of this form and has been advised that a Property Owner's Release Form, OPSF 1803, will be required. The use of this management site will comply with the following:

Conditions on Management

Bituminous pavement, concrete, masonry, wood which has been treated, coated or glued, and metal, plastic, and polystyrene products will not be accepted for management as disposable fill. Swamp material managed as disposable fill will be top covered by a minimum of 300 mm of earth or topsoil. Swamp material managed as disposable fill may only be placed:

- a. a minimum of 2 m above the level of ground water.
- b. a minimum of 30 m from water bodies;
- c. a minimum of 100 m from any water wells; and
- d. a minimum of 100 m from residences.

These conditions do not supersede any constraints imposed on this property by Federal, Provincial or Municipal statute or regulations and bylaws made thereto.

Dated this _____ day of _____ 20 ____

Print Contractor's Name & Field Representative's Name

Contractor's Field Representative signature

Property Owner(s) Signature(s)

cc: Contract Administrator, Property Owner(s), Contractor
December 1993

OPSF 1800
Ontario Provincial Standard Form

This form to be used with Ontario Provincial Standard Specification 180

SITE SELECTION NOTIFICATION FOR MATERIALS STOCKPILING

Contract Information

Contract No. _____ Owner: _____

The following describes the notification process between the Owner of the Contract and the Contractor, wherein the Contractor formally notifies the Owner that agreement has been reached with a third party property owner for the stockpiling of Contract generated excess material. Such excess material, stockpiled for re-use, may be one of or a combination of: earth; aggregate; swamp material; rock; concrete; masonry; bituminous pavement; natural wood; metal, plastic, and polystyrene; wood which has been treated, coated or glued and debris from open fires, provided the conditions on management are satisfied.

Site information

Property Owner(s) for the subject property: _____

The subject property:

Lot _____, Concession _____, Township of _____

County/Region/District of _____, Quantity and Type of Excess Material stockpiled: _____

This is to notify you, as Owner, that permission has been obtained from the property owner(s) named herein for the management of excess materials from this Contract. The property owner has also been provided with a copy of this form and has been advised that a Property Owner's Release Form, OPSF 1803, will be required. The use of this management site will comply with the following:

Conditions on Management

It is understood that materials are stockpiled to be re-used or held for disposal at a certified waste disposal site. Stockpiles of natural wood, manufactured wood, debris from open fires and swamp material may only be located:

- a. a minimum of 2 m above the level of ground water.
- b. a minimum of 30 m from water bodies;
- c. a minimum of 100 m from any water wells; and
- d. a minimum of 100 m from residences.

Stockpiles of bituminous pavement, concrete and masonry may only be located:

- a. a minimum of 30 m from water bodies; and
- b. a minimum of 100 m from residences unless
 - 1. on property with a boundary common to a right -of-way, within the contract limits, for a period not exceeding 120 calendar days, or
 - 2. such stockpiles are located within a provincial or municipal works yard or in a commercially licensed pit or quarry.

These conditions do not supersede any constraints imposed on this property by Federal, Provincial or Municipal statute or regulations and bylaws made thereto.

Dated this _____ day of _____ 20____

Print Contractor's Name & Field Representative's Name

Contractor's Field Representative signature

Property Owner(s) Signature(s)

cc: Contract Administrator, Property Owner(s), Contractor
December 1993

QPSF 1801
Ontario Provincial Standards Form

This form to be used with Ontario Provincial Standard Specification 180

PROPERTY OWNER'S RELEASE

Contract No. _____

Work Description: _____

I/We _____ being the owner(s) of Lot _____, Concession _____, Township of _____, and Municipality/Region/District of _____, verify that the Contractor for the above noted work has placed excess material from the above noted Contract on my/our property with my/our permission. I/We have been advised by the Contractor of the "Conditions on Management" described in OPS form 1800 or 1801, "Site Selection Notification for Management as Disposable Fill," or "Site Selection Notification for Materials Stockpiling", respectively, or both and have been assured by the Contractor that these conditions have been met.

Where materials are managed as disposable fill, I/We agree to be responsible for any subsequent relocation and management of the material so placed.

Where materials are to be stockpiled, I/We agree that the stockpile(s) will be removed by the date(s) herein noted.

Dated this _____ day of _____ 20_____

Print Contractor's Name & Field Representative's Name

Contractor's Field Representative Signature

Property Owner(s) Signature(s)

Workplace Safety Insurance Board, Ontario,
200 Front Street West,
TORONTO, Ontario,
M5V 3J1

Dear Sirs:

RE: Clearance Letter

We have presently substantially completed the following Contract:

Contract No. NTB-26000926-00

Owner: The Corporation of the Municipality of West Nipissing

Contractor: _____

Worker's Compensation Firm No. _____

Amount: _____

Date: _____

Consulting Engineers:

The Greer Galloway Group
1620 Wallbridge Loyalist Road,
Belleville ON K8N 4Z5

As a Contract condition, we request that a Clearance Certificate be sent to the above mentioned Consulting Engineer.

Yours very truly,

Contractor

STATUTORY DECLARATION
RE PAYMENT OF ACCOUNTS

DOMINION OF CANADA
PROVINCE OF ONTARIO

IN THE MATTER of a Contract, known as
Project No. NTB-26000926-00
entered into between

AND

THE CORPORATION OF THE MUNICIPALITY
OF WEST NIPISSING

on _____, 2026 , for the
construction of _____
_____ in _____, Ontario.

TO WIT:

I, _____ of _____
in the Province of _____, do solemnly declare:

1. That I am _____
(President, Secretary, Treasurer, Partner, etc.)
of the Contractor named in the Contract above mentioned and as such have personal knowledge of the facts hereunder declared.
2. That all workmen employed by the said Contractor in the performance of the said Contract have been paid in full not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of this declaration.
3. That the said Contractor has complied with the terms of the Construction Lien Act, with the requirements of Statutes and Regulation of the Province of Ontario relating to the payment of fair wages and with the requirements of the said Contract relating to the payment of wages.
4. That with the exception of the disputed accounts set forth in paragraph 5 hereof and amounts held back and payments deferred by written agreement, all liabilities* incurred by the said Contractor arising out of work performed up to _____, 202_, as set forth in the Final Estimate relating to Payment Certificate No. _____, have been discharged.

5. That the following is a complete list of disputed accounts: (NOTE: This Table is not intended for listing unpaid accounts that are not in dispute.)

NAME OF CREDITOR	SERVICE RENDERED	TOTAL CLAIM \$	AMOUNT IN DISPUTE \$	AMOUNT PAID \$
------------------	------------------	----------------	----------------------	----------------

(If there are no disputed accounts, enter "NONE" above)

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

DECLARED before me at the)
of)
in the District of)
this day of) _____
A.D. 2026.)
_____)
A Commissioner, etc., or)
Notary Public)

NOTE: *Including payments due to all staff, subcontractors, suppliers, insurance companies and the Workplace Safety Insurance Board.

ACCEPTANCE OF THE WORK

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

Municipality of West Nipissing
District of Nipissing

Dated: _____

TO THE CONTRACTOR:

**RE: West Nipissing Sewer and Watermain Upgrades
Ethel Street (Main to Church) Municipality of West Nipissing
Project No. NTB-26000926-00**

The Corporation of the Municipality of West Nipissing accepts the work on the above-mentioned Contract, as completed to our satisfaction as of the _____ day of _____, 2026.

This Contract contains a "Liquidated Damages" clause in the Special Provisions for the Contract; the above acceptance date _____ occurs _____ days before the completion date specified in the Contract Documents.

THE CORPORATION OF THE MUNICIPALITY
OF WEST NIPISSING

c.c. EXP Services Inc.

CONTRACT BOND

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

BOND NO. _____ AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS that we _____

_____ hereinafter called "the Principal", and

_____ hereinafter called "the Surety", are jointly and severally held and firmly bound unto the Corporation of the Municipality of West Nipissing hereinafter called "the Obligee", its successors, and assigns, in the sum of _____ Dollars (\$ _____) of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made, we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED with our respective seals and dated this _____ day of _____, 2026.

WHEREAS by an agreement in writing dated the _____ day of _____, 2026, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract" for the construction and maintenance of a works namely:

*West Nipissing Infrastructure Improvements
–Municipality of West Nipissing*

as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract and shall fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

CONTRACT BOND (CONTINUED)

Provided always and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter or vary the terms of the Contract and that the Obligee may, in its discretion, at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract by its forbearance to exercise any such rights or powers including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed and maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED AND SEALED BY THE)
PRINCIPAL IN THE PRESENCE OF:)

Witness)

Occupation)

Address)

_____)

Principal)

Surety)

**Certificate of Substantial Performance of the Contract
(Under Section 32 of the Construction Lien Act, 1983)**

(Municipality/District or Regional Municipality/City of; in which premises are situated)

(Street address and City, Town etc...or if there is no street address the location of the premises)

This is to certify that the contract for the following improvement:

to the above premises was substantial performed on _____

Date Certificate signed:

(Payment Certifier where there is one)

(Owner & Contractor where there is no Payment Certifier)

Name of Owner: _____

Address for Service: _____

Name of Contractor: _____

Address for Service: _____

Name of Payment Certifier: _____

Address: _____

(Use A or B, whichever is applicable)

A. Identification of premises for preservation of liens:

(where liens attach to premises, reference to lot & plan or instrument registration number)

B. Office to which claim for lien and affidavit must be given to preserve lien:

(where liens of not attach to premises)

CONTRACT:

WEST NIPISSING SEWER AND WATERMAIN UPGRADES

ETHEL STREET (Main to Church)

PROJECT NO. NTB-26000926-00

TENDER CLOSE DATE: APRIL 30, 2026

SET NO.	NAME	DOCUMENTS OUT		TENDER YES/NO	AMT RETAINED
		DATE	DEPOSIT		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING**

**WEST NIPISSING SEWER AND WATERMAIN UPGRADES
ETHEL STREET (MAIN TO CHURCH)
TENDER NO. 2026-026**

PROJECT NO. NTB-26000926-00

APPENDIX 1

CONSTRUCTION DRAWINGS



CONSULTING ENGINEERS:

**EXP SERVICES INC.
757 Main Street East
North Bay, Ontario
P1B 1C2**

**Tel: (705) 474-2720
Fax: (705) 474-8515**



OWNER:

**THE MUNICIPALITY OF WEST NIPISSING
101 – 225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1**

**Tel: (705) 753-2250
Fax: (705) 753-3950**