

Corporation of the Township of Hamilton

**Reconstruction of Kennedy Road
Contract No. PW2017-04**

May 2017

Project No. 12-1-5597

INDEX

CORPORATION OF THE TOWNSHIP OF HAMILTON RECONSTRUCTION OF KENNEDY ROAD CONTRACT NO. PW2017-04

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CLOSING TIME AND DATE: **2:00 P.M., LOCAL TIME, THURSDAY, JUNE 8, 2017**

Specifications and Tender Forms will be available for download as of **THURSDAY, MAY 18, 2017** from the Township of Hamilton website, <http://www.hamiltontownship.ca/content/bid-opportunities>. An Agreement to Bond and a Bid Deposit in the amount specified in the tender documents must accompany each bid submitted.

ADDENDUM INFORMATION:

All Bidders are to note that any Addendum(s) to any tender/formal quotation or RFP will be posted on the municipal website (www.hamiltontownship.ca). It is the bidder's responsibility to check the website often for any Addenda.

SECTION A - TENDER FORM

PROJECT: TENDER FOR CONTRACT NO. PW2017-04
RECONSTRUCTION OF KENNEDY ROAD

AUTHORITY: CORPORATION OF THE TOWNSHIP OF HAMILTON

CONTRACT ADMINISTRATOR: THE GREER GALLOWAY GROUP INC.
973 CRAWFORD DRIVE
PETERBOROUGH, ONTARIO K9J 3X1
Telephone: 705-743-5780 Fax: 705-743-9592

TENDERER:

Name

Address (include Postal Code)

Telephone and Fax Numbers

Name of Person Signing

Position of Person Signing

TENDERS RECEIVED BY:

Mr. Paul Dowber
Treasurer
8285 Majestic Hills Drive
P.O. Box 1060
COBOURG, Ontario K9A 4W5

SECTION A - TENDER FORM

To: Mayor and Members of Council
Township of Hamilton

Re: Contract No. PW2017-04
Reconstruction of Kennedy Road

Dear Mayor and Members of Council:

The Contractor has carefully examined the Plans, Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Contractor understands and accepts the said Plans, Provisions, Specifications and Conditions, and, for the prices set forth in this Tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Plans, Provisions, Specifications and Conditions.

The Contractor understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease, or deletion entirely if found not to be required.

Attached to this tender is a bid deposit in the amount specified in Clause 4 of the Instructions to Tenderers, made payable to the Authority. This cheque or bid bond shall constitute a deposit which shall be forfeited to the Authority if the successful Contractor fails to file with the Authority a 100% Performance Bond and a 100% Labour and Material Payment Bond, satisfactory to the Authority within ten (10) calendar days from the date of receipt of Notice of Acceptance of the Tender.

Notification of acceptance may be given and delivery of the form of Agreement made by prepaid post, addressed to the Contractor at the address contained in this Tender.

ITEMIZED BID**CONTRACT NO. PW2017-04**

In accordance with the first paragraph of this Tender, the Contractor hereby offers to complete the work specified for Contract No. PW2017-04

Spec. - The numbers in this column refer to the applicable issue of the Ontario Provincial Standard
 No. Specifications
 SP - Refers to Special Provisions
 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
PART 'A': KENNEDY ROAD, STA: 1+769 to STA 2+780						
A1	201 SP	Bonds and Insurance, Site Preparation and Maintenance, Mobilization and Demobilization	LS	1		
A2	805, SP	Silt Fence	m	100		
A3	706, SP	Traffic Control	LS	1		
A4	180, 510 SP	Remove and Dispose of Existing Asphalt	m ²	6,800		
A5	180 SP	Excavate and Stockpile Granular Materials (500mm Depth)	m ³	3,800		
A6	180, SP	Remove Excess Material Offsite	m ³	3,800		
A7	SP	Import Fill Material	m ³	4,300		
A8	314 SP	Granular "A"	t	2,950		
A9	314 SP	Granular "B" Type 1 Modified	t	5,600		
A10	314, MUNI 206 SP	Provisional Item: Place and Compact Borrow Material	m ³	500		
A11	1860, SP	Provisional Item: Non-Woven Geotextile Fabric	m ²	1,000		
A12	310 SP	Hot Mix HL3				
a)		Surface Lift (40mm)	t	690		
b)		Asphalt Shoulder (50mm)	t	155		
A13	310 SP	Hot Mix HL8 (50mm)	t	860		
A14	353 SP	Concrete Curb and Gutter	m	1,700		

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 No. Specifications
 SP - Refers to Special Provisions
 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
A15	407, SP	Catch Basin (600x600mm)	ea	15		
A16	407, SP	Catch Basin Maintenance Hole (1200mm)	ea	6		
A17	SP	Artesian Well Outflow Transfer Structure	ea	2		
A18	407, SP	<u>Provisional Item:</u> Area Drain	ea	2		
A19	312, SP	Asphalt Swale/Gutter	m	150		
A20	SP	Abandon Underground Steel Tank	LS	1		
A21	401, 410, SP	'Big O' HDPE Drain Pipe				
a)		50mm	m	10		
b)		100mm	m	20		
c)		150mm	m	20		
A22	401, 410, SP	250mm Catch Basin Leads	m	54		
A23	401, 410, SP	PVC SDR 35 Storm Sewer				
a)		150mm	m	30		
b)		300mm	m	24		
c)		450mm	m	74		
d)		525mm	m	360		
e)		600mm	m	390		
A24	401, 410, SP	150mm Subdrain	m	1,700		
A25	401, 410, SP	Remove and Dispose of Entrance Culvert	ea	22		

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 No. Specifications
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 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
A26	180, SP	Remove and Dispose of Cross Culverts	ea	1		
A27	401, 410, SP	Supply and Install 22"x13.5" Oval Culvert	m	35		
A28	401, 410, SP	<u>Provisional Item:</u> Remove and Replace 450mm CSP Entrance Culvert	m	9		
A29	SP	CCTV Inspection	LS	1		
A30	401, 441, SP	150mm PVC DR 18 Watermain	m	900		
A31	401, 441, SP	19mm Water Service c/w Valve				
a)		Short (8m Length)	ea	13		
b)		Long (12m Length)	ea	21		
A32	401, 441, SP	Blow-off Assembly	ea	3		
A33	401, 441, SP	150mm Gate Valve	ea	4		
A34	SP	Watermain Commissioning	LS	1		
A35	710, SP	Remove and Replace Road Signs	ea	12		
A36	710, SP	<u>Provisional Item:</u> Supply Signs	ea	2		
A37	710, SP	Line Painting – Yellow Centerline 100mm	m	985		

ITEMIZED BID**CONTRACT NO. PW2017-04**

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 No. Specifications
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 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
A38	MUNI 721, SP	Steel Beam Guide Rail	m	87		
A39	MUNI 721, SP	Energy Attenuator End Treatment	ea	2		
A40	928, SP	Concrete Removal – Partial Depth Type 'B'	m ³	1		
A41	928, SP	Concrete Removal – Partial Depth Type 'C'	m ³	1		
A42	929, SP	Abrasive Blast Cleaning of Reinforcement	m ²	1		
A43	930, SP	Concrete Patches– Form and Pump	m ³	1		
A44	932	Crack Injection	m	10		
A45	802, MUNI 804, SP	Topsoil and Hydroseeding	m ²	1,200		
A46	SP	Provisional Item: Tree Removal and Planting	-	-	-	\$4,000
		Contingency	-	-	-	\$30,000.00
Total Part 'A' (carried to Summary)						

ITEMIZED BID**CONTRACT NO. PW2017-04**

In accordance with the first paragraph of this Tender, the Contractor hereby offers to complete the work specified for Contract No. PW2017-04

Spec. - The numbers in this column refer to the applicable issue of the Ontario Provincial Standard
 No. Specifications
 SP - Refers to Special Provisions
 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
PART 'B': PROVISIONAL: KENNEDY ROAD, STA 1+020 to STA: 1+769						
B1	201, SP	Bonds and Insurance, Site Preparation and Maintenance, Mobilization and Demobilization	LS	1		
B2	SP	Silt Fence	m	20		
B3	706, SP	Traffic Control	LS	1		
B4	180, SP	Remove and Dispose Existing Asphalt	m ²	5,100		
B5	180, SP	Excavate and Stockpile Granular Material (500mm Depth)	m ³	2,550		
B6	180, SP	Remove Excess Material Offsite.	m ³	2,550		
B7	SP	Ditch Clearing	m	100		
B8	314, SP	Granular "A"	t	2,010		
B9	314, SP	Granular "B" Type 1 Modified	t	4,125		
B10	310 SP	Hot Mix HL3 (40mm)	t	500		
B11	310 SP	Hot Mix HL8 (50mm)	t	630		
B12	401, 410 SP	Remove 400mm CSP Culvert and Replace with 450mm CSP Culvert	m	18		
B13	401, 410 SP	Remove and Replace 450mm CSP Culvert	m	13		
B14	401, 410 SP	Remove and Replace 1300x1000mm CSPA Culvert	m	18		
B15	MUNI 721, SP	Post and Beam Guide Rail	m	126		
B16	MUNI 721, SP	Energy Attenuator End Treatment	ea	2		
B17	SP	Remove and Replace Road Signs	ea	8		
B18	SP	Topsoil and Hydroseed	m ²	100		

ITEMIZED BID**CONTRACT NO. PW2017-04**

In accordance with the first paragraph of this Tender, the Contractor hereby offers to complete the work specified for Contract No. PW2017-04

Spec. - The numbers in this column refer to the applicable issue of the Ontario Provincial Standard
 No. Specifications
 SP - Refers to Special Provisions
 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total
		Contingency	-	-	-	\$5,000.00
		Total Part 'B' (carried to Summary)				

ITEMIZED BID**CONTRACT NO. PW2017-04**

In accordance with the first paragraph of this Tender, the Contractor hereby offers to complete the work specified for Contract No. PW2017-04

- Spec. No. - The numbers in this column refer to the applicable issue of the Ontario Provincial Standard Specifications
 SP - Refers to Special Provisions
 (P) - Plan Quantity Payment Item

Item No.	Spec No.	Description	Total
		SUMMARY	
		Total Part 'A' – Kennedy Road, STA: 1+769 to STA 2+780	
		Total Part 'B' – Provisional: Kennedy Road, STA 1+020 to STA: 1+769	
		Sub-Total (excluding HST)	
		HST (13% of Total)	
		TOTAL TENDER AMOUNT	

Tenderer's HST Registration No.....

SECTION A - TENDER FORM

AGREEMENT TO BOND (to be completed by Bonding Company)

WE, the Undersigned, HEREBY AGREE to become bound as Surety for

in a Performance Bond totalling ONE HUNDRED PERCENT (100%) of the Total Tender amount, and a Labour and Material Payment Bond totalling ONE HUNDRED PERCENT (100%) of the Total Tender amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown or described herein, if the Tender for Contract No. PW2017-04 is accepted by the Authority.

IT IS A CONDITION of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be made to the Undersigned within TEN (10) DAYS of Notice of Contract Award, otherwise the Agreement shall be null and void.

DATED AT _____ this _____ day of _____, 2017

Name of Bonding Company

Signature of Authorized Person
Signing for Bonding Company

(BONDING COMPANY SEAL)

Position

(This Form shall be completed and attached to the Tender Submitted).

SECTION A - TENDER FORM

BIDDER'S REFERENCES

Bidders are advised that they are required to submit three (3) references on the form provided. Failure to do so may result in the bid not being accepted by the Township. References provided shall **not** be representatives employed by the Township of Hamilton or The Greer Galloway Group Inc. As requested by the Township, references will be checked by the Contract Administrator or Township during the Tender review process.

Year _____

Description of Contract _____

Name of Organization _____

Contact Person _____

Telephone Number _____

Value of Contract _____

Year _____

Description of Contract _____

Name of Organization _____

Contact Person _____

Telephone Number _____

Value of Contract _____

Year _____

Description of Contract _____

Name of Organization _____

Contact Person _____

Telephone Number _____

Value of Contract _____

(This Form shall be completed and attached to the Tender Submitted)

SECTION A - TENDER FORM

LIST OF SUB-CONTRACTORS

Bidders are advised that they are required to submit a list of Contractor's or Subcontractors on the form provided. Failure to do so may result in the bid not being accepted by the Township. All Contractors and Subcontractors must demonstrate they have a minimum of **five (5)** years successfully completing the type of work they will be performing under this Contract.

Discipline	Name of Contractor or Subcontractor	Phone Number	Contact Name

In accordance with OPS General Conditions Clause 3.09, the Contractor cannot change subcontractors without prior approval from the Township.

(This Form shall be completed and attached to the Tender Submitted)

SECTION A - TENDER FORM

SCHEDULE OF TENDER DATA

The work specified in the Contract shall be performed in strict accordance with the following Schedule:

A.	TENDER FORM:	General	Pages 1 and 2
		Itemized Bid	Pages 3 to 9
		Agreement to Bond	Page 10
		Bidder's References	Page 11
		List of Subcontractors	Page 12
		Schedule of Tender Data	Page 13
B.	INSTRUCTIONS TO TENDERERS		Pages 14 to 20
C.	SPECIAL PROVISIONS - GENERAL		Pages 21 to 34
D.	SPECIAL PROVISIONS - TENDER ITEMS		Pages 35 to 46
E.	GEOTECHNICAL INVESTIGATIONS		Pages 47
F.	GENERAL CONDITIONS		Pages 48
G.	CONTRACT DRAWINGS		Pages 49

It shall be the Contractor's responsibility to obtain the applicable edition of the following Ontario Provincial Standard Specifications.

OPSS No.	Date	OPSS No.	Date	OPSS No.	Date	OPSS No.	Date
MUNI.127	Apr. 2017	MUNI.314	Nov. 2016	506	Nov. 2013	MUNI.804	Nov. 2014
128	Apr. 2006	MUNI.353	Nov. 2016	MUNI.510	Nov. 2014	MUNI.706	Apr. 2017
MUNI.180	Nov. 2016	MUNI.401	Nov. 2015	511	Nov. 2013	MUNI.904	Nov. 2012
201	Nov. 2011	407	Nov. 2015	MUNI.706	Apr. 2017	MUNI.928	Apr. 2012
MUNI.206	Nov. 2013	MUNI.410	Nov. 2015	710	Nov. 2010	929	Apr. 2012
310	Nov. 2012	MUNI.441	Apr. 2017	MUNI.721	Apr. 2017	MUNI.930	Nov 2014
312	Nov. 2009	MUNI.501	Nov. 2014	802	Nov. 2010	932	Nov. 2009

The Contractor, by this Tender, offers to complete the work of this Contract in strict accordance with the terms contained herein.

The bidder certifies that it has met all of its obligations to comply with the Provincial and Federal Sales Tax requirements, so that it is able to do business in Ontario.

Yes _____ No _____

The Bidder hereby acknowledges receipt of the following Addenda to the Bid Documents:

		Initials
Addendum No. _____	Date of Issue _____	_____
Addendum No. _____	Date of Issue _____	_____
Addendum No. _____	Date of Issue _____	_____

Failure to acknowledge all Addenda issued may result in the bid being rejected.

By my/our signature hereunder, I/we hereby identify this as the Schedule of Tender Data, Plans and Specifications, for Contract No. PW2017-04, executed by me/us bearing date the _____ day of _____, 2017 and we have fully read all related documents to tender data as listed above.

SIGNATURE: _____ POSITION _____

NAME OF FIRM _____ (COMPANY SEAL)

Privacy Legislation

Federal legislation governs the collection and use of personal information from individuals. We represent and warrant to the owner that we have obtained the CONSENT of any and all employees whose personal information we have supplied to the owner in this tender. This personal information, which includes, but is not limited to, the employees' names, education, work and project history, professional designations and qualifications. This CONSENT permits the owner to disclose this personal information to the Engineer (owner or agent) for the purpose of evaluating our bid. In the event that the tender is successful, this personal information may also be used in project administration, for contact purposes.

SECTION B - INSTRUCTIONS TO TENDERERS

INDEX
INSTRUCTIONS TO TENDERERS
CONTRACT NO. PW2017-04

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SECTION B - INSTRUCTIONS TO TENDERERS

1. GENERAL

SEALED Tenders plainly marked "Contract No. PW2017-04" will be received until:

2:00 P.M., LOCAL TIME, MONDAY, JUNE 8, 2017

and shall be addressed to: Mr. Paul Dowber
Treasurer
8285 Majestic Hills Drive
P.O. Box 1060 COBOURG,
Ontario, K9A 4W5

Tenders must be time-stamped at the above noted location to be considered. Late submissions will not be accepted and will be returned unopened without exception.

The use of the mail or courier services for delivery of a Tender will be at the risk of the Bidder. The Tender must come into the possession of the above-mentioned representative of the Township before the deadline for submission or the Tender will be returned to the Bidder unopened.

In the event that the Tender is hand delivered and is received past the deadline for submission, the Tender envelope will be time stamped and returned unopened to the deliverer immediately.

In the event that the Tender is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

Note: Since Tenders must be submitted in a sealed envelope, submissions by facsimile or electronic delivery, secured or otherwise, are not acceptable.

The onus unequivocally remains with the Bidder to ensure that Tenders are delivered to the Township, before the deadline for submission, in accordance with the submission instructions. Requests for adjustments to submitted Tenders by telephone, fax or electronically will not be considered.

The Township shall not be liable for any cost of preparation or presentation of Tenders, and all Tenders and accompanying documents submitted by the Bidder become the property of the Township and will not be returned. There will be no payment to Bidders for work related to and materials supplied in the preparation, presentation and evaluation of any Tender, nor for the Contract negotiations whether they are successful or unsuccessful.

The Township, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any Tender, or by reason of any delay in the acceptance of any Tender.

2. DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this Request for Tender, has any interest in this Tender or in the Contract.
- b) I/We further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangement with any other contractor, firm or person making a similar Tender and is in all respects fair and without collusion or fraud.

SECTION B - INSTRUCTIONS TO TENDERERS

- c) I/We further declare that no Township of Hamilton employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the Tender are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed Equipment, as well as all the specifications relating to them, prepared, submitted and rendered available on behalf of the Township of Hamilton and are hereby acknowledged to be an integral part of the Contract. I/We hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Tender, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this Tender.

3. BLANK FORM OF TENDER

One copy of the Tender, on the forms provided, shall be submitted. All information requested shall be shown in the tender, in the space provided.

4. TENDER DEPOSITS

All tenders shall be accompanied by a certified cheque or a bid bond in the minimum amount defined below, made payable to the Authority, as a guarantee for the execution of the Contract.

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

All deposits will be returned within ten days after the Tenders have been opened except those which the Authority elects to retain until the successful tenderer has executed the Contract Documents.

The retained tender deposits will be returned when the successful Tenderer has fully complied with the conditions outlined in the Contract Documents.

5. BONDS

The Contractor is required to provide a Performance Bond, and a Labour and Material Payment Bond, each in an amount equal to 100 percent of the Total Tender Amount, to guarantee his faithful performance of this Contract and his fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work.

SECTION B - INSTRUCTIONS TO TENDERERS

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada.

An Agreement to Bond must be submitted with the tender bid. Bonding company standard "Agreement to Bond" forms are acceptable.

6. RIGHT TO ACCEPT OR REJECT TENDERS

The Authority reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in its best interest to do so.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

7. UNACCEPTABLE TENDERS

Each Item in the Tender Form shall include a reasonable price for such Item. Under no circumstances will an unbalanced tender be considered. The Authority and the Contract Administrator will be the sole judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected by the Authority.

8. ABILITY AND EXPERIENCE OF TENDERER

The Authority reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the work in the specified time, is not furnished by the Tenderer.

All Contractors and Subcontractors must demonstrate they have a minimum of five (5) years successfully completing the type of work they will be performing under this Contract. Contractors and Subcontractors shall be listed on the form provided in the Tender Form - List of Subcontractors section of the Tender Documents.

In accordance with OPS General Conditions Clause 3.09, the Contractor cannot change subcontractors without prior approval from the Township.

9. References

Bidders are advised that they are required to submit three (3) references on the form provided in the Tender Form section of the Tender Documents. Failure to do so may result in the bid not being accepted by the Township. As requested by the Township, references will be checked by the Contract Administrator or Township during the Tender review process.

10. HARMONIZED SALES TAX (HST)

The Tenderer shall NOT include any amount in his Tender unit prices for the Harmonized Sales Tax. The HST will be shown on each payment certificate and will be paid to the Contractor in addition to the amount certified for payment and will, therefore, not affect the Contract unit prices.

SECTION B - INSTRUCTIONS TO TENDERERS

11. EXECUTE CONTRACT DOCUMENTS

Tenders shall be open for acceptance for a period of 90 days after the closing date. After this time the tender may only be accepted with the consent of the successful Tenderer.

The successful Tenderer shall execute the Contract Documents and furnish the required bonds within 10 calendar days of receipt of notification of Acceptance of Tender.

Failure by the successful Tenderer to meet the above requirements will entitle the Authority to cancel the award of the Contract and to retain the tender deposit as compensation for damages sustained due to the successful Tenderer's default. The Authority may then award the Contract to one of the other Tenderers or take such other action as it chooses.

12. COMMENCEMENT OF WORK

The successful Tenderer shall commence work at the site within 7 calendar days of the official commencement date as specified in the written order issued in accordance with GC7.01.02 of the General Conditions.

13. LOCATION

The work is located within the Township of Hamilton at the following locations:

1. Part 'A'
Kennedy Road, STA 1+769 to STA 2+780, Camborne:
2. Part 'B'
Provisional: Kennedy Road, STA 1+020 to STA: 1+769, Camborne

14. SOILS INFORMATION AND CROSS-SECTIONS

See separate geotechnical report.

15. TENDERERS TO INVESTIGATE

Tenderers must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Tenderer shall carefully examine all plans and profiles so that the unit prices tendered are commensurate with the nature of the work.

SECTION B - INSTRUCTIONS TO TENDERERS

It shall be the Contractor's responsibility to thoroughly inspect the site of the proposed works, determine the location of any buried or obstructing services and make satisfactory arrangements for interference with such service with the proper jurisdictional agency.

16. INQUIRIES DURING TENDERING

The Tenderer is advised that inquiries regarding the interpretation of the plans or specifications shall be directed by email to the Contract Administrator, The Greer Galloway Group Inc., Attention: David Leung (dleung@greergalloway.com)

17. AWARD OF THE CONTRACT

The award of this Contract is subject to the approval of the Council of the Township of Hamilton.

18. DEFINITION OF OWNER/AUTHORITY AND ENGINEER/CONTRACT ADMINISTRATOR

Wherever the word "Owner" or "Authority" or "Corporation" appears in this Contract, it shall be interpreted as meaning the "Corporation of the Township of Hamilton".

Wherever the word "Ministry", "M.T.C." or "M.T.O" appears it shall be deemed to mean the "Ministry of Transportation, Ontario" or the "Corporation of the Township of Hamilton".

Wherever the word "Contract Administrator" or "Engineer" appears in this Contract it shall be deemed to mean the Consultants, The Greer Galloway Group Inc., or such other officers, as may be authorized by the Authority to act in any capacity.

19. ADDENDA

The Contractor shall ensure that all addenda issued during the tendering period are signed and attached as part of the submitted bid. The Contractor must also sign and acknowledge addenda in the space provided on the Form of Tender. Failure to do so may result in the submitted Tender being rejected.

20. UTILITIES

Plans illustrating proposals for the relocation of utilities are available for inspection at the office of the Contract Administrator.

For additional information regarding existing utilities the Contractor may contact the following personnel:

Union Gas:
Tel: 613-968-6789

Bell Canada:
Tel: 905-885-4333

Township of Hamilton:
Mr. Paul Heffernan
Tel: 905-342-2810

Hydro One:
Tel. 888-871-3514

Cogeco:
Tel: 613-544-6311

SECTION B - INSTRUCTIONS TO TENDERERS

21. SCOPE/LIMITS OF WORK

Due to budget constraints, the Township reserves the right to reduce or delete Items in the Contract and/or revise the limits of construction with no adjustment to unit prices. Clause G.C.8.01.02 of the General Conditions is revised in that there will be no additional payment for overhead cost as a result of any reduction of Tender quantities.

22. TENDER OPENING MEETING

The Tender opening meeting is scheduled to take place shortly after the closing time on the closing date at the Township of Hamilton offices, 8285 Majestic Hills Drive, RR4, Cobourg, Ontario, interested bidders are invited to attend.

23. PROVISIONAL ITEMS

After the tender closing the Items in the Itemized Bid noted as being "Provisional" may have quantities modified or may be deleted from the Contract at the sole discretion of the Owner without negotiating with the bidders regardless of the percentage of the Tender the individual or combined "Provisional Items" represent. No consideration for loss of overhead costs will be considered should these Items be deleted from the Contract.

SECTION C - SPECIAL PROVISIONS - GENERAL

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SECTION C - SPECIAL PROVISIONS - GENERAL

1. PLAN QUANTITY ITEMS

Measurement for payment of the Items designated (P) in the Itemized Bid is by plan quantity, as may be revised by adjusted plan quantity.

2. GUARANTEED MAINTENANCE

Section GC7.16 of the General Conditions is revised in that the Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twenty-four (24) months.

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

The decision of the Authority and the Contract Administrator shall be final as to the necessity for repairs or for any work to be done under this Section.

3. CONTRACT TIME AND LIQUIDATED DAMAGES

(1) Time

Time shall be the essence of this Contract.

For purposes of this Contract, GC1.04 of the General Conditions is revised, in that Contract Time means the time stipulated herein for Completion of the Work as defined in Clause GC1.06.

(2) Progress of the Work and Contract Time

The Contractor shall mobilize to site and begin work on or before July 10, 2017.

The Contractor shall accomplish completion of this Contract as defined in GC1.06 of the General Conditions on or before **October 20, 2017**.

The Contractor shall accomplish completion, as defined in GC1.06 of the General Conditions, of all Contract works under Hot Mix Asphalt Items on or before **October 6, 2017**.

If the Contract time 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 insure that the work will be completed within the Contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various Items of work and no additional compensation will be allowed therefore.

(3) Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed by the date specified, or as extended in accordance with Section GC3.07 of the General Conditions, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Authority will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Authority the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** as liquidated damages for each and

SECTION C - SPECIAL PROVISIONS - GENERAL

every calendar day's delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period in excess of the prescribed date for completion.

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

4. CONTRACTOR'S AUTHORIZED REPRESENTATIVE

Authorized representative as referenced in GC7.01.10 is defined as an employee of the Contractor.

5. OPS GENERAL CONDITIONS

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the OPS General Conditions of Contract, OPSS MUNI 100, November 2006 (Municipal oriented, where applicable).

6. LAYOUT BY CONTRACTOR

Prior to the commencement of any construction layout, the Contractor shall verify the accuracy of all temporary and permanent benchmarks and primary alignment control shown on the Contract Drawings. The Contractor shall also perform random checks on all survey control points and existing centreline road profiles. The Contractor shall provide a Summary Report of all aforementioned checks made to the Contract Administrator prior to the commencement of construction layout. Any discrepancies between the Contract Drawings and field checks shall be reported immediately to the Contract Administrator.

Costs associated with field verification work undertaken by the Contractor shall be included in the Contractor's tender bid.

The Contractor shall be responsible for all layout necessary for construction in full accordance with the provisions of Section GC7.02 "Layout" of the General Conditions of the Contract.

7. PAYMENTS

Except as herein provided, payments under this Contract will be made in accordance with Section GC8.02.03 of the General Conditions.

Notwithstanding the provisions of the General Conditions respecting certification and payment, the Authority may withhold 2-1/2 percent of the total value of work performed beyond the expiration of 46 days from the date of publication of the Certificate of Substantial Performance, to enable the Contract Administrator to produce the final detailed statement of the value of all work done and material furnished under the Contract. As a condition of holdback reduction from 10% to 2-1/2%, the Contractor shall supply a Statutory Declaration as defined in GC8.02.03.07.03(b) and advertise the Certificate of Substantial Performance per GC8.02.03.04.03.

As a condition of Progress Payment Certificate processing, the Contractor must provide a current WSIB Clearance Certificate and a Statutory Declaration in support of each Progress Payment Certificate and an updated project schedule as directed by the Contract Administrator.

SECTION C - SPECIAL PROVISIONS - GENERAL

All interim monthly certificates are not conclusive as to the value or quality of services provided and payment certificates are subject to reopening and readjustment.

The Completion Payment Certificate to include release of the remaining holdback will be issued within 120 days after the date for completion as specified under GC1.06. The date for interest due to late payment shall commence following 180 days after the date of completion of the work.

As a condition of the final holdback payment, the Contractor shall provide the required Property Owner's Releases as specified elsewhere, as appropriate. Acceptance by the company of the final holdback payment shall constitute a waiver of claims by the company against the Municipality, except those previously made in writing in accordance with the Contract and still unsettled.

The Contractor shall include in his price for the publication of the Certificate of Substantial Performance. Publication is mandatory whether Contractor requests Substantial Performance or not.

The Contractor is advised that the Authority may withhold payment on Interim and Holdback Release Certificates up to 30 calendar days from the date of receipt of the executed Payment Certificates.

Payments made hereunder, including final payment shall not relieve the Contractor from its obligations or liabilities under the Contract.

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

The Contractor shall include in his price for the publication of the Certificate of Substantial Performance. Publication is mandatory whether Contractor requests Substantial Performance or not.

8. UTILITIES

Sections GC2.01 and GC7.12 02) of the General Conditions are deleted in their entirety and are replaced by the following:

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

The Authority will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

9. HAUL ROADS

When so required by the Contract Administrator, payment for maintenance and restoration of haul roads will be made for the materials provided and the work performed as specified, at tender prices, or at negotiated prices.

SECTION C - SPECIAL PROVISIONS - GENERAL

10. DUST CONTROL

As a part of the work required under Section GC7.06 of the General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

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.

The cost of all such preventative measures shall be borne by the Contractor.

11. TRAFFIC CONTROL, FLAGGING

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in OTM Book 7 (Ontario Traffic Manual), and as per the requirements of the Ontario Health and Safety Act Reg. 213/91, Section 69.1.

12. CONTRACTOR'S SUPPLY OF CONSTRUCTION SIGNS

In accordance with Section GC7.07 of the General Conditions, the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, detour signage, etc., required on the work.

Traffic controls shall be provided in general accordance with the latest edition of the "OTM Book 7".

A Traffic Control Plan indicating all traffic signage layout and types in a neat legible manner shall be submitted for approval by the Contract Administrator a minimum of two weeks prior to construction commencement and shall be in accordance with the latest edition of the "OTM Book 7". Revisions to the Traffic Control Plan shall be made to reflect ongoing changes on the project as needed and shall be approved by the Contract Administrator.

Traffic controls shall be operational before work affecting traffic begins.

If required, a minimum of seven (7) TC-67 signs, for each location, shall be supplied and erected by the Contractor at Contract limits with approved text, as directed by the Contract Administrator.

13. MAINTENANCE OF TRAFFIC

The Contractor will be permitted to close streets for short duration to thru traffic only when full depth excavation works are being completed, but must submit a Traffic Control Plan to the Contract Administrator for approval. At all other times, the Contractor may wish to temporarily close one (1) lane of traffic in accordance with the procedures outlined in the latest edition of OTM Book 7 (Ontario Traffic Manual), to facilitate the surface improvements.

Local traffic, to residents within the project limits, shall be maintained at all times.

It is understood that implementation of traffic controls will require ongoing review and adjustment to suit construction operations.

SECTION C - SPECIAL PROVISIONS - GENERAL

No deviation from the above procedure will be allowed except with the approval of the Engineer.

Notwithstanding the preceding, the Contractor shall at all times maintain the roadway surface within the Contract limits in a condition satisfactory to the Engineer and such that any emergency vehicles may have immediate access to any building located within the limits of this Contract. The Contractor shall be responsible for all signing at the Contract limits and within the Contract limits. The Contractor shall ensure the signing is properly maintained while in use. It shall be the Contractor's responsibility to directly notify Police, Fire, Hospital and Ambulance services of road closures at least 24 hours in advance of such closures and to notify these same authorities when such closures are no longer in effect.

It is the responsibility of the Contractor to visit the site to become familiar with existing traffic volumes and patterns. No specific AADT (Average Annual Daily Traffic) is available at this time. However, the Contractor shall take into consideration all traffic into and out of the job site area as will occur during regular working hours.

No claims for delays due to traffic will be considered for compensation.

The Contractor shall be responsible for all detour signing outside Contract limits.

14. EMERGENCY AND MAINTENANCE MEASURES

Whenever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm, shall be given to the Contract Administrator. This official shall be available at all times and have the necessary authority to mobilize workmen and machinery and to take any action as directed by the Contract Administrator in case emergency or maintenance measures are required regardless whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God, or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Authority will carry out the necessary repairs, the costs for which shall be charged to the Contractor.

15. MANAGEMENT AND DISPOSAL OF EXCESS MATERIAL

The requirements of OPSS 180 shall apply to this Contract, revised as follows:

- .1 Section 180.03, Definitions, shall be amended by the addition of the following:

Work area: means the road allowance, right-of-way, and property with a boundary common to the road allowance or right-of-way within the Contract limits.

- .2 Subsection 180.07.02, Conditions on Management by Re-Use, shall be amended by the addition of the following:

Recycled hot mix asphalt or excess bituminous pavement shall not be used as trench backfill or bedding.

The Contractor shall be responsible for obtaining a copy of applicable Form Nos. OPSF 180, OPSF 180-1, OPSF 180-2, 180-3, 180-4 and OPSF 180-5 for use where appropriate with respect to disposal of excess material.

If disposal of Material is within Township limits, the Contractor is required to have the property owner get a Township Fill Permit.

SECTION C - SPECIAL PROVISIONS - GENERAL

16. OCCUPATIONAL HEALTH AND SAFETY ACT 1991 - DESIGNATED SUBSTANCES

In accordance with the requirements of Part III 30.(1) of the Occupational Health and Safety Act, the Authority has determined that the designated substances as listed hereunder are present on any of the site within the limits of this Contract.

Designated Substance	Identified on this Site	Location
Acrylonitrile	Not Tested	
Arsenic	Not Tested	
Asbestos	Not Tested	
Benzene	Not Tested	
Coke Oven Emissions	Not Tested	
Ethylene Oxide	Not Tested	
Isocyanates	Not Tested	
Lead	Not Tested	
Mercury	Not Tested	
Silica	Not Tested	
Vinyl Chloride	Not Tested	

It is the responsibility of the Contractor to ensure that all sub-contractors performing work under this Contract have received a copy of this specification, where Designated Substances are identified as being present at the site of the work.

The Contractor shall comply with the governing Ministry of Labour Regulations respecting protection of workers, removal, handling and disposition of the Designated Substances encountered on this Contract.

Prior to commencement of this work, the Contractor shall provide written notification to the Ministry of the Environment at 300 Water Street, Peterborough, Ontario, K9J 8M5, of the location(s) proposed for disposal of Designated Substances. A copy of the notification shall be provided to the Contract Administrator a minimum of two weeks in advance of work starting.

In the event that the Ministry of the Environment has concerns with any proposed disposal location, further notification shall be provided until the Ministry of the Environment's concerns have been addressed.

All costs associated with the removal and disposition of Designated Substances herein identified, shall be deemed to be included in the appropriate tender Items.

Should a Designated Substance not herein identified be encountered in the work, then management of such substance shall be treated as Extra Work.

The requirements of Section GC4.03 of the General Conditions of the Contract shall apply.

SECTION C - SPECIAL PROVISIONS - GENERAL

17. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)

Reporting

Section GC4.03.06 is deleted and replaced with the following:

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

The Contractor shall notify the Contract Administrator of changes to the list in writing and provide the relevant Material Safety Data Sheets.

18. SPILLS REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

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

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

19. PROTECTION OF WATER QUALITY

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

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

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

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

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

SECTION C - SPECIAL PROVISIONS - GENERAL

20. ENVIRONMENTAL PROTECTION PLAN

The Contractor's attention is drawn to the following environmental protection requirements, which will impact construction activities within or in close proximity to all bodies of water. These measures are in addition or complimentary to the works included for erosion and sediment control under other Items in the Tender.

- Sediment and erosion control Items included in this Contract shall be implemented prior to any other construction in the vicinity of any watercourses, in order to prevent any sediment from entering the watercourse (including soil from exposed banks) and to prevent any downstream transport of re-suspended sediment. All disturbed areas shall be stabilized upon completion of works or attainment of final grades.
- Temporary erosion and sedimentation works should be maintained until vegetation has been re-established to a sufficient degree so as to provide adequate protection to disturbed work areas.
- All sediment traps, check dams and silt fence will be cleaned, as a minimum, when they are 50% filled. Maintenance of these devices is essential. Lack of co-operation on the part of the Contractor will be considered as a major violation to the Plan and the Contract and will result in a shutdown of the project operations until maintenance is performed to the Engineer's satisfaction.
- All disturbed areas shall be topsoiled (if necessary) and re-vegetated immediately after final grading is completed.
- Construction procedures and handling/storage of toxic materials shall conform to Ontario Ministry of the Environment regulations.
- Stockpile or spoil materials shall be prevented from entering any watercourse. No grading or concrete pours shall occur over or close to the water without adequate barrier measures in place beforehand. The Contractor shall advise the Engineer in advance of placement of any stockpiled material so that the Engineer can determine what protective measure, if any, are necessary.
- Any in-water works (i.e. channel tie-ins, pumping, etc.) will only be permitted during the period from July 1 to September 15.
- All activities, including maintenance procedures, must be controlled to prevent the entry of petroleum product, silt, debris, rubble, concrete or other deleterious substances into the watercourse. Vehicular refueling and maintenance, including the storage of fuel containers, must be conducted 30 m away from the watercourse banks.
- Maintenance of all proposed vegetation, once established, will be a critical component of the Contract during the guarantee period. All temporary erosion and sediment control structures constructed (except dewatering traps) will remain in place during this period unless the Engineer requests their removal. Prior to the end of the guarantee period, if all vegetation has established successfully, these measures shall be removed (upon notification by the Engineer) as noted under their particular Items in the Special Provisions - Tender Items.
- All dewatering discharges must be directed to a dewatering trap. Materials from the excavation of the trap shall be removed from the site or controlled as the Engineer directs. The Contractor shall be wholly responsible for the adequate design and maintenance of the dewatering system (i.e., pumps, cofferdams, etc.). The design will be subject to the review and approval of the Engineer before any work proceeds.

SECTION C - SPECIAL PROVISIONS - GENERAL

- Maintain continuous and uninterrupted flow downstream of the construction site. Extreme reduction in stream discharge and water level above and below the site must be avoided.
- No machinery shall enter the creek bed of any watercourse. Movement of construction equipment in the vicinity of watercourses shall be limited to the minimum required for construction.
- All construction work in areas which in the Engineer's opinion may have adverse effects on the watercourse shall be monitored by a designated representative of the Contractor to ensure compliance with the Plan.
- All clauses pertaining to the construction/placement of erosion and sediment controls in the Special Provisions-General and the Contract Items, will form an integral part of the project Environmental Protection Plan.

21. TRAFFIC AND STREET SIGNS

The Contractor will be responsible for the removal and salvage of existing traffic and street signs and mailboxes the Contractor shall be responsible for re-erection, following completion of contract items that will affect the placement of the signs/mailboxes.

Scheduling for sign removal shall be as approved in advance by the Contract Administrator.

Regulatory signs such as "Stop" and "Yield" must be maintained throughout.

22. GARBAGE COLLECTION

The Contractor will be responsible for ensuring that garbage collection, including recyclables, is maintained and when necessary, the Contractor shall make arrangements directly with the collecting agency, to permit and coordinate pick-up.

23. ASPHALT MIX DESIGNS

The Contractor shall be responsible for the provision of current mix designs for all hot mix asphalt required for the work, or for having the necessary mix designs prepared by a certified laboratory. The mix designs proposed for use by the Contractor shall be submitted in writing to the Contract Administrator for his approval and no work shall commence until the design mixes are approved.

All costs associated with the provision of approved mix designs shall be borne by the Contractor.

Steel slag and blast furnace slag coarse and fine aggregates shall not be used in any hot mix required by this Contract.

Work which relates to the shop drawings shall not be carried out before the Contract Administrator's review of the shop drawings is complete.

SECTION C - SPECIAL PROVISIONS – GENERAL

24. PREPARATION AND POSTING OF REQUIREMENTS FOR WORK IN CONFINED SPACES

Clause GC7.01.06 of the OPS General Conditions of Contract is amended by the addition of the following:

Detailed written procedures addressing the confined space requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/91, shall be clearly posted at the project site and available to all personnel, including the Contractor's workers, Authority staff, Contract Administrator, and Ministry of Labour inspectors.

The procedures must include the rescue procedures to be followed during a rescue or evacuation of all personnel from an unsafe condition or in the event of personal injury.

The Contractor shall have personnel trained in rescue procedures readily available on site.

25. CONFINED SPACE ENTRY

Without relieving the Contractor of his responsibilities under the Occupational Health and Safety Act the Contractor shall be responsible for the supply of personal protective equipment for the use of the Contract Administrator, in connection with confined space entry while the Contractor is operating on site.

The following equipment shall be made available on request:

- Mechanical Ventilation Equipment
- Gloves
- Gas Detector (C95-80)
- Full body harness securely attached to a rope
- Rope
- Gas mask or dust, mist or fume respirator (optional)
- 30 minute self-contained breathing apparatus (need not be worn but, if required, be readily available to supply air for instant egress)
- 7 minute Escape Pack
- Explosion-proof temporary lighting
- Adequate clothing to ensure protection against abrasions and contamination.

In addition the Contractor shall provide a competent person who shall inspect all safety equipment prior to use to ensure that it is in good working order and appropriate for the task at hand.

26. ENTRY ONTO PRIVATE PROPERTY

The Contractor shall not enter private property or property which is to be acquired to construct the works without the prior consent of the Contract Administrator. This requirement will be strictly enforced.

27. STORAGE AREAS

Clause GC3.06.01 of the General Conditions of Contract is amended by the addition of the following:

The use of the road right-of-way as a long term storage area is not allowed under this Contract. The storage of materials and movement of equipment will only be allowed for normally accepted construction practices.

SECTION C - SPECIAL PROVISIONS – GENERAL

28. GENERAL LIABILITY INSURANCE

The Contractor shall provide General Liability Insurance in accordance with Clause GC6.03.02.01 of the General Conditions of the Contract. The Corporation of the Township of Hamilton and The Greer Galloway Group Inc. shall be named as additional insureds.

29. CONSTRUCTION LIEN ACT

The Contractor shall give the Authority notice in writing, immediately, of all lien claims or potential lien claims coming to the knowledge of the Contractor or his agents.

When a claim for lien is filed by a sub-contractor, labour or material supplier or equipment renter acting under the Contractor, and proceedings are commenced by the Authority to vacate the lien, the Contractor agrees and shall forthwith pay to the Authority, in addition to their reasonable legal fees therefore, all interest costs and expenses incurred by the Authority and an additional sum equal to ten percent (10%) of the sum found to be owing as liquidated damages, and such remedy shall be in addition to any other remedy available to the Authority under the Contract Documents.

Where any lien claimant asks from the Authority the production for inspection of the Contract Documents or the state of the accounts between the Authority and the Contractor, the Contractor shall be liable for an administration fee of Two Hundred Dollars (\$200.00) for each request made as compensation for the preparation of such accounting or for the preparation of the Contract, or both, as the case may be, and the Contractor acknowledges that such administrative fee shall be properly deductible, if the Authority should so choose, from monies otherwise payable to the Contractor under the terms of the Contract Documents.

Where an application is brought to a judge of a competent jurisdiction to compel production of any particular document to a lien claimant, the Contractor further agrees to indemnify the Authority from reasonable legal fees incurred in appearing on such an application and in addition agrees to pay to the Authority its reasonable costs incurred in producing such documents to the extent that the same is made necessary under the disposition of the matter by such judge, and the Contractor further agrees that such reasonable costs and fees incurred by the Authority as stated herein may be properly deductible from monies otherwise payable to the Contractor under the terms of the Contract Documents.

30. VARIATIONS IN TENDER QUANTITIES

Clause GC.8.01.02 (b) of the General Conditions of Contract is amended as follows:

The last sentence beginning “Alternatively” and ending “paid” is deleted and replaced by “The Municipality shall not be liable to the Company for loss of anticipated profit”.

SECTION C - SPECIAL PROVISIONS – GENERAL

31. PROPERTY OWNER CLAIMS DURING CONSTRUCTION

The Contractor shall be the primary contact for claims made by homeowners and other property owners within the project limits during construction processes. The Contractor shall inform the Contract Administrator of said claims, immediately upon receipt. The Contractor shall inform the Township, in writing, their intentions with regard to resolution of said claim within twenty-four (24) hours of receipt.

If it is deemed by the Township that the Contractor is not adequately providing and/or retaining the services to resolve a claim by homeowners within the project limits during construction, the Township may elect to holdback sufficient funds to resolve the claim. All claims, negotiations, and/or mediation completed under this Contract, including Arbitration, shall be completed in Accordance with clauses and subclauses of GC 3.13 and 3.14 of the General Conditions of Contract

The application of this clause shall not make the Township or Contract Administrator liable in any way for subsequent performance, and in no way relieves the Contractor from his continuing responsibilities in accordance with this Contract.

32. GROUND AND SURFACE WATER

The contractor shall be responsible for handling of all ground and surface water during construction. There are several artesian wells in the vicinity of the work area. The contractor should be familiar with the Geotechnical report provide in 'Section E' and be aware that water may be encountered at depths less than described. The Municipality shall not entertain extras relating to the conveyance or existence of ground water or surface water.

SECTION C - SPECIAL PROVISIONS – GENERAL

33. PROPERTY OWNER’S RELEASE OF PRIVATELY OWNED LAND USED BY THE CONTRACTOR

Upon completion of the Contract, the Contractor shall provide the Authority with two (2) copies of a form of release signed by each property owner, upon whose land he has entered for purposes associated with the Contractor's operations but not for the purpose of undertaking works stipulated in the Contract:

Date

To: **Mr. Paul Heffernan**
Manager of Operational Support & Infrastructure
Corporation of the Township of Hamilton
8285 Majestic Hills Drive, P.O. Box 1060
COBOURG, Ontario. K9A 4W5

Re: Contract No. PW2017-04

Dear Sir:

I hereby certify that _____
(Name of Contractor)

have fulfilled the terms of our agreement and have left my property in a satisfactory condition.

I have accepted their final payment and release _____
(Name of Contractor)

and the Corporation of the Township of Hamilton from further obligations.

Yours very truly,

.....
Signature

Property Owner's Name.....Lot.....Concession.....

Township of
(Please complete above in printing)

Final payment will not be released to the Contractor until all the applicable forms of release have been signed by the property owners and received by the Authority.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

OVERVIEW

The intended reconstruction works, in general, include:

Part 'A' – Kennedy Road: STA: 1+769 to STA: 2+780:

Road Section Length – 1,011 m

Finished Pavement Width – 6.2 m to varies

- Full depth reclamation
- H.L.3 – 40 mm
- H.L.8 – 50 mm
- H.L.3 – 50 mm (Driveways)
- Granular 'A', 150 mm
- Granular 'A' shouldering
- Granular 'B', 350 mm
- Installation of Storm Sewer network
- Installation of Watermain
- Replacement of Selected Culverts and Artesian Wells Outflow Transfer Structures
- Concrete Bridge Rehabilitation
- Surface Reclamation

Part 'B' – Provisional – Kennedy Road: STA: 1+020 to STA: 1+769

Road Section Length – 749 m

Finished Pavement Width – 6.2 m to varies

- Full depth reclamation
- H.L.3 – 40 mm
- H.L.8 – 50 mm
- H.L.3 – 50 mm (Driveways)
- Granular 'A', 150 mm
- Granular 'A' shouldering
- Granular 'B', 350 mm
- Replacement of Selected Culverts

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

BONDS AND INSURANCE, SITE PREPARATION AND MAINTENANCE, MOBILIZATION AND DEMOBILIZATION – ITEMS NO. A1, AND B1

The lump sum price bid for this item shall include all costs to obtain the insurance to execute and complete the Contract, all costs for moving onto the site, completing pre-condition inspections, setting up / removal of Contractor's offices, all equipment and work trailers.

All areas disturbed by the construction activities where repair or restoration is not covered under another item shall be repaired at the Contractor's sole responsibility, and will be covered under this item.

SILT FENCE – ITEMS NO. A2, AND B2

Description: Includes all labour, equipment and materials to install light duty silt fence during construction. Also includes all costs associated with continual silt fence maintenance during construction and removal at the end of construction.

Measurement and Payment: Unit price per lineal meter of silt fence installed along natural ground.

TRAFFIC CONTROL – ITEM NO. A3, AND B3

Description: Includes all labour, equipment and materials to complete all necessary traffic control to complete the work. includes all required temporary traffic control measures such as barricades, signs, flagging personnel, cones, barrels, night traffic illumination and all other related items not stated elsewhere.

The Contractor to maintain a minimum of one way traffic at all times with the necessary required temporary traffic controls. Vehicular and pedestrian access to be maintained and prior notification must be given before temporary access restrictions due to construction operations.

Measurement and Payment: Lump sum price for all temporary traffic control measures required.

REMOVE AND DISPOSE OF EXISTING ASPHALT – ITEMS NO. A4, AND B4

Description: Includes all labour, equipment and materials to saw cut and remove existing asphalt in the project site. The existing asphalt must be removed by mill or by excavator to keep granular materials separate. Includes removal of asphalt, saw cutting of all limits of asphalt removal loading onto trucks, hauling to the Township of Hamilton's stockpile location in Baltimore, delivery at the location and all other related items not stated elsewhere.

Measurement and Payment: Unit price per square meter of asphalt removed.

EXCAVATE AND STOCKPILE GRANULAR MATERIALS (500mm Depth) – ITEMS NO. A5, AND B5

Description: Includes all labour, equipment and materials to remove existing granular material to a depth of 500mm from the road base, separate approved granular material to be used elsewhere on the project, from material designated for removal. Approved granular material shall be stockpiled at a site determined by the contractor to be approved by the Contract Administrator. Includes excavation, stockpiling, dewatering, separation of granular material and all other related items not stated elsewhere.

Measurement and Payment: Unit price per cubic meter of granular material excavated and stockpiled.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

REMOVE EXCESS MATERIAL OFFSITE – ITEMS NO. A6, AND B6

Description: Includes all labour, equipment and materials to remove excess material offsite. Includes loading material onto trucks, trucking offsite to an approved disposal location, disposal and all other related items not stated elsewhere.

Measurement and Payment: Unit price per cubic meter of excess material removed offsite.

IMPORT FILL MATERIAL – ITEMS NO. A7

Description: Includes all labour, equipment and materials to import and place approved fill material. Includes loading material onto trucks, trucking onsite, dumping, spreading, placing, compacting, applying water for compaction, to an approved disposal location, disposal and all other related items not stated elsewhere.

Measurement and Payment: Unit price per cubic meter of imported fill as determined by measurement in the field and average depth.

GRANULAR “A” – ITEMS NO. A8, AND B8

Description: Includes all labour, equipment and materials to import and place approved Granular “A” material. Includes loading material onto trucks, trucking onsite, dumping, spreading, placing, compacting, applying water for compaction to 100% MDD, dewatering, compaction testing and all other related items not stated elsewhere.

Measurement and Payment: Unit price per tonne of Granular “A” as determined by weigh scale tickets.

GRANULAR “B” TYPE 1 MODIFIED – ITEMS NO. A9, AND B9

Description: Includes all labour, equipment and materials to import and place approved Granular “B” Type 1 Modified material. Includes loading material onto trucks, trucking onsite, dumping, spreading, placing, compacting, applying water for compaction to 100% MDD, dewatering, compaction testing and all other related items not stated elsewhere.

Granular B Type 1 Modified shall have the following gradation:

<u>Sieve</u>	<u>%Passing</u>
150mm	100
53.0mm	100
26.5mm	50-100
4.75mm	25-50
1.18mm	10-35
300um	5-20
75um	3-8

Should the Contract Administrator deem that conditions are too wet to achieve the required compaction with Granular “B” Type 1 Modified, the contractor may be required to substitute Granular “B” Type 2 (maximum particle size of 75mm). The contractor shall be paid for any Granular “B” Type 2 material used in this item with no cost difference from Granular “B” Type 1 modified.

Measurement and Payment: Unit price per tonne of Granular “B” Type 1 Modified/Granular “B” Type 2 as determined by weigh scale tickets.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

PROVISIONAL ITEM: PLACE AND COMPACT BORROW MATERIAL – ITEMS NO. A10

Description: Includes all labour, equipment and materials to place and compact stockpiled material. Includes, spreading, placing, compacting, applying water for compaction, dewatering, compaction testing and all other related items not stated elsewhere.

Measurement and Payment: Unit price per cubic meter of borrow material placed as determined by area and average depth.

PROVISIONAL ITEM: NON-WOVEN GEOTEXTILE FABRIC – ITEMS NO. A11

Description: Includes all labour, equipment and materials to supply and install non-woven geotextile fabric. Includes, delivery to site, installation as per manufactures instruction, anchoring with spikes, compacting, applying water for compaction, dewatering, compaction testing and all other related items not stated elsewhere.

Measurement and Payment: Unit price per square meter of non-woven geotextile fabric installed.

HOT MIX HL3 – ITEMS NO. A12, AND B10

Description: Includes all labour, equipment and materials to import and place approved hot mix HL3 asphalt. Includes, trucking to site, spreading, placing, compacting to a final compacted depth of 40mm or 50mm as specified, compaction testing and all other related items not stated elsewhere.

Measurement and Payment: Unit price per tonne of Hot Mix HL3 as determined by weigh scale tickets.

HOT MIX HL8 (50mm) – ITEMS NO. A13, AND B11

Description: Includes all labour, equipment and materials to import and place approved hot mix HL8 asphalt for Asphalt Shoulder. Includes, trucking to site, spreading, placing, compacting to a final compacted depth of 50mm, compaction testing and all other related items not stated elsewhere.

Measurement and Payment: Unit price per tonne of Hot Mix HL8 as determined by weigh scale tickets.

CONCRETE CURB AND GUTTER – ITEMS NO. A14

Description: Includes all labour, equipment and materials to supply and install concrete curb and gutter per OPSD 600.040 (approximately 840m) and OPSD 600.060 (approximately 860m). Includes, trucking concrete to site, installing formwork, placing, vibrating concrete, protection during curing, and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of concrete curb and gutter installed.

CATCH BASIN (600x600mm) – ITEMS NO. A15

Description: Includes all labour, equipment and materials to supply and install concrete 600x600mm catch basins to the depths and grades specified. Includes, trucking precast concrete catch basins to site, excavating, placing bedding gravel, levelling, installing concrete slab, barrels, riser rings, catch basin cast iron grate, installing catch basin leads, connection to the sanitary main pipe, backfilling, and all other related items not stated elsewhere.

Measurement and Payment: Unit price per each pre-cast catch basin installed.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

CATCH BASIN MAINTENANCE HOLE (1200mm) – ITEMS NO. A16

Description: Includes all labour, equipment and materials to supply and install concrete 1200mm manhole to the depths and grades specified. Includes, trucking precast concrete manholes to site, excavating, placing bedding gravel, levelling, installing concrete slab, barrels, riser rings, catch basin cast iron square grate per OPSD 704.010, installing catch basin leads, connection to the sanitary main pipe, backfilling, and all other related items not stated elsewhere.

Measurement and Payment: Unit price per each pre-cast manhole installed.

ARTESIAN WELL OUTFLOW TRANSFER STRUCTURE – ITEMS NO. A17

Description: Includes all labour, equipment and materials to supply and install concrete 600x600mm catch basins for artesian wells outflow transfer structures to existing depths (approximately 5 to 7 feet below grade). Includes, trucking precast concrete catch basins to site, excavating, placing bedding gravel, levelling, installing concrete slab, barrels, riser rings, Type A manhole cover as per OPSD 401.010, locating and connecting to existing buried pipe, new HDPE pipe, connections to existing pipe, approved couplers, control of ground water diverted during the installation, pumping, cleaning out down stream culverts (if required), backfilling, and all other related items not stated elsewhere.

It is noted that there is substantial ground water, it will be the contractor's responsibility to control the ground water during installation of the artesian well outflow transfer structures. The contractor must take care the water from dewatering operations such that it does not enter onto private property.

Measurement and Payment: Unit price per each artesian well outflow transfer structure installed.

PROVISIONAL ITEM: AREA DRAIN – ITEMS NO. A18

Description: Includes all labour, equipment and materials to supply and install Zurn 610H. Includes, excavating, placing bedding clear stone, levelling, approved couplers, control of ground water diverted during the installation, pumping, backfilling, connection to the storm sewer and or catch basin / catch basin manhole, and all other related items not stated elsewhere.

Measurement and Payment: Unit price per each area drain installed.

ASPHALT SWALE/GUTTER – ITEMS NO. A19

Description: Includes all labour, equipment and materials to import and place approved hot mix HL3 asphalt to the dimensions shown in the contract drawings for a swale / gutter. Includes, trucking to site, spreading, placing, compacting to a final compacted depth of 50mm as specified, compaction testing and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of asphalt swale installed.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

ABANDON UNDERGROUND STEEL TANK – ITEMS NO. A20

Description: Includes all labour, equipment and materials to fill the existing 10,000 gal steel tank with approved non-shrink fill. Includes; cutting the steel access hatch off below grade, diversion of existing storm pipes around the tank, cutting into existing below grade storm pipes, approved couplers, connection of the existing storm pipes to HDPE 'Big O' pipe, control of ground water, pumping, and all other related items not stated elsewhere.

Measurement and Payment: Lump sum price to abandon the underground steel tank.

'BIG O' HDPE DRAIN PIPE – ITEMS NO. A21

Description: Includes all labour, equipment and materials to supply and install 50mm, 100mm or 150mm 'Big O' HDPE Drain pipe as specified. Includes; excavation, trenching, pipe supply and installation, connection to storm sewer or existing pipe as specified, bedding and haunching material, backfill, compaction, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of drain pipe installed.

250MM CATCH BASIN LEADS – ITEMS NO. A22

Description: Includes all labour, equipment and materials to supply and install 250mm PVC SDR 35 catch basin leads. Includes; excavation, trenching, pipe supply and installation, connection to storm sewer catch basins / catch basin manholes as specified, bedding and haunching material, backfill, compaction, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of 250 PVC SDR 35 catch basin lead installed.

PVC SDR 35 STORM SEWER – ITEMS NO. A23

Description: Includes all labour, equipment and materials to supply and install of 150mm, 300mm, 450mm, 525mm, or 600mm PVC SDR 35 pipe as specified. Includes; excavation, trenching, pipe supply and installation, connection to storm sewer catch basins / catch basin manholes as specified, bedding and haunching material, backfill, compaction, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of PVC Storm Sewer pipe installed.

150MM SUBDRAIN – ITEMS NO. A24

Description: Includes all labour, equipment and materials to supply and install 150mm 'Big O' HDPE perforated drain pipe. Includes; excavation, trenching, pipe supply and installation, connection to storm sewer and catch basins, bedding and haunching material, backfill, compaction, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of subdrain pipe installed.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

REMOVE AND DISPOSE OF ENTRANCE CULVERT – ITEMS NO. A25

Description: Includes all labour, equipment and materials to remove existing driveway entrance culverts. Includes; excavation, backfill, compaction, restorative grading, positive drainage to storm sewer, repair of driveway to existing or better conditions, removal and disposal to an approved landfill, disposal fees, control of surface runoff, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per driveway culvert removed and disposed.

REMOVE AND DISPOSE OF CROSS CULVERTS – ITEMS NO. A26

Description: Includes all labour, equipment and materials to remove existing roadway cross culverts. Includes; excavation, backfill, restorative grading, compaction, removal and disposal to an approved landfill, disposal fees, control of surface runoff and ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per culvert removed and disposed.

SUPPLY AND INSTALL 22”X13.5” OVAL CULVERT – ITEMS NO. A27

Description: Includes all labour, equipment and materials to remove existing culverts and replace with a 22”x13.5” CSP oval culverts. Includes; excavation, approved backfill, compaction, restorative grading, positive drainage to storm sewer, repair of driveway to existing or better conditions, removal and disposal to an approved landfill, control of surface runoff, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of culvert installed.

PROVISIONAL ITEM: REMOVE AND REPLACE 450MM CSP ENTRANCE CULVERT – ITEMS NO. A28

Description: Includes all labour, equipment and materials to remove existing driveway entrance culvert and replace with a 450mm CSP culvert. Includes; excavation, supply and install of 450mm CSP culvert to specified grades, approved backfill, compaction, restorative grading, positive drainage to storm sewer, repair of driveway to existing or better conditions, removal and disposal to an approved landfill, control of surface runoff, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of culvert installed.

CCTV INSPECTION – ITEMS NO. A29

Description: Includes all labour, equipment and materials to CCTV inspect all storm sewer mains, leads, and where possible drain pipes (twice). The contractor shall be responsible for CCTV inspecting the pipe prior to substantial completion, and correcting all found defects such as sags, cracks, improper joints, etc. prior to paving. The contractor shall CCTV inspect all storm sewer mains a second time at the end of warranty. The contractor shall be responsible for correcting all deficiencies prior to the end of warranty and all other related items not stated elsewhere.

Measurement and Payment: Lump sum unit price for the CCTV video inspection item.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

150MM PVC WATERMAIN – ITEMS NO. A30

Description: Includes all labour, equipment and materials to supply and install of 150mm C900 PVC DR 18 pipe as specified. Includes; excavation, trenching, pipe supply and installation, connection to existing watermains, bedding and haunching material, backfill, compaction, mechanically restrained joints, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of 150mm PVC watermain pipe installed.

19MM WATER SERVICE C/W VALVE – ITEMS NO. A31

Description: Includes all labour, equipment and materials to supply and install 19mm PEX water service pipe and curbstop. Includes; excavation, trenching, pipe supply and installation, curbstop supply and installation, connection to watermains, bedding and haunching material, backfill, compaction, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per each water service installed.

BLOW-OFF ASSEMBLY – ITEMS NO. A32

Description: Includes all labour, equipment and materials to supply and install 19mm water blow-off and curbstop. Includes; excavation, trenching, miscellaneous pipe supply and installation, curbstop supply and installation, blow off supply and installation, male 50mm camlock coupler, female 50mm camlock cap, 1200mm manhole riser, top barrels, cast iron manhole cover, connection to watermains, bedding and haunching material, backfill, compaction, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per each blow-off installed.

150MM GATE VALVE – ITEMS NO. A33

Description: Includes all labour, equipment and materials to supply and install, 150mm Mueller A-2360 resilient gate valve. Includes; connection to watermains, bedding and haunching material, backfill, compaction, mechanically restrained joints, control of ground water, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per each 150mm gate valve installed.

WATERMAIN COMMISSIONING – ITEMS NO. A34

Description: Includes all labour, equipment and materials to complete watermain flushing, disinfection and pressure testing of all installed watermain infrastructure. The contractor shall pressure test against valves to 150 psi. Includes; supply of flushing water, supply of chlorine, dichlorination, control of flushing water, pressure testing, pumping, supply and supply and install of temporary pressure and flow gauges and all other related items not stated elsewhere.

Measurement and Payment: Lump sum price to commission watermain.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

REMOVE AND REPLACE ROAD SIGNS– ITEMS NO. A35, AND B17

Description: Includes all labour, equipment and materials to remove, salvage and re-install existing road signs. Includes; excavation, storage, protection, reinstallation to pre-construction locations, all other related items not stated elsewhere.

Measurement and Payment: Unit price per each road sign salvaged and replaced.

PROVISIONAL ITEM: SUPPLY ROAD SIGN – ITEMS NO. A36

Description: Includes all labour, equipment and materials to supply replacement road signs. Includes; excavation, supply, installation, all other related items not stated elsewhere.

Measurement and Payment: Unit price per each road sign supplied and installed.

LINE PAINTING – YELLOW CENTERLINE 100MM – ITEMS NO. A37

Description: Includes all labour, equipment and materials to paint a 100mm centerline where indicated on the contract documents. Includes; supply of MTO approved paint, installation, approved painting methods, all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of centerline installed.

STEEL BEAM GUIDE RAIL – ITEMS NO. A38, AND B15

Description: Includes all labour, equipment and materials to supply and install steel beam guide rail as per OPSD 912.130 and leaving end treatments as per OPSD 912.235. Includes; steel rails, steel posts, fasteners, leaving end treatments, reflective signage according to OPSD specifications, all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of steel beam guide rail installed.

ENERGY ATTENUATOR END TREATMENT – ITEMS NO. A39, AND B16

Description: Includes all labour, equipment and materials to supply and install a tangent energy attenuator end treatment as per OPSD 984.201. Includes; steel rails, steel posts, fasteners, reflective signage according to OPSD specifications, all other related items not stated elsewhere.

Measurement and Payment: Unit price per each energy attenuator end treatment installed.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

CONCRETE REMOVAL: PARTIAL DEPTH TYPE 'B' – ITEMS NO. A40

The requirements of OPSS.MUNI 928 shall apply to the above item, except as otherwise specified below.

Scope

Subsection 928.01 of OPSS 928 is amended by addition of the following:

As part of the work under this tender item, the contractor shall include removals from the pier caps, soffit and fascia.

Construction

Subsection 928.07 of OPSS.MUNI is amended by addition of the following:

Special care is to be taken not to damage any reinforcement during concrete removals.

Concrete Removal Survey

Subsection 928.07.04.03.01 of OPSS.MUNI 928 is amended by addition of the following:

Partial depth concrete removals shall include honey-combing or as directed by the Contract Administrator.

Payment

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

Type 'B' removals shall include partial depth removal of:

-Deteriorated concrete walls, soffit and fascia as determined by the Contract Administrator.

The actual quantity shall be determined by actual measurement of the areas delineated by the Contract Administrator. No adjustment in Contract price shall be made regardless of the final quantity for this item. Costs associated with the work required to repair defects shall be the Contractors responsibility of no cost to the owner.

CONCRETE REMOVAL: PARTIAL DEPTH TYPE 'C' – ITEMS NO. A41

The requirements of OPSS.MUNI 928 shall apply to the above item, except as otherwise specified below.

Scope

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

As part of the work under this tender item, the Contractor shall include partial removals from the abutments and wingwalls. No claims will be considered for staging of abutment repairs for this purpose.

Payment

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

Type 'C' removals shall include partial depth of removal of; deteriorated concrete from abutments and wingwalls as determined by the Contract Administrator. The actual quantity shall be determined by actual measurement of the areas delineated by the Contract Administrator. No adjustment in Contract Price shall be made regardless of the final quantity for this item. Costs associated with the work required to repair defects shall be the contractor's responsibility.

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

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

ABRASIVE BLAST CLEANING OF REINFORCEMENT – ITEMS NO. A42

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

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

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

After abrasive blast cleaning is completed, the Contractor shall examine the reinforcing steel to verify that the surface preparation conforms to the applicable visual standards given in SSPCVIS 1, Visual Standard for Abrasive Blast Cleaned Steel.

OPSS 929 is amended by the addition of the following:

Quality Assurance

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

Measurement for Payment

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

Where the removal exposes more than one mat of reinforcing steel and all layers of existing reinforcing steel are to be maintained, the measured area will be for each mat of exposed bars.

There will be no measurement for abrasive blast cleaning reinforcing steel in areas that were not designated for concrete removal by the Contract Administrator.

CONCRETE PATCHES FORM AND PUMP – ITEMS NO. A43

Work for this item shall be according to the Ontario Ministry of Transportation Special Provision No. 109S50 (July 2007).

TOPSOIL AND HYDROSEEDING – ITEMS NO. A45, AND B18.

Description: Includes all labour, equipment and materials to spread screened stockpiled topsoil and hydroseed. Stockpiled shall be placed to a minimum depth of 100 mm in disturbed grass areas. Includes; spreading, picking rocks larger than 50 mm in diameter, raking, grading, scarifying, re applying where seed does not take. The grading and depth of topsoil shall be approved by the Contract Administrator prior to placing seed. Hydraulic mulch shall be capable of dispersing rapidly in water to form homogeneous slurry and remain in such state where agitated or mixed with other specified materials. When applied, the hydraulic mulch shall be capable of forming an absorptive mat which will allow moisture to percolate into the underlying soil. It shall contain no growth or germination inhibiting factors. The mulch shall be dry, be free of weeds and all other foreign material and shall be supplied in packages bearing the manufacturer's label clearly indicating mass and product name. Tackifier shall be added to the slurry before spraying according to the supplier's specifications.

Hydraulic mulch type shall be specifically manufactured for use in hydraulic seeding equipment (non-toxic, water activated, green colouring), free of germination and growth inhibiting factors. The mulch shall be a mixture consisting of shredded newsprint, raw cotton fiber and straw processed to produce fiber lengths of 15 mm minimum and 25 mm maximum. The greater proportion of the ingredients of this mulch shall be straw. Hydraulic mulch shall be dyed green or another colour approved by the Authority.

SECTION D - SPECIAL PROVISIONS – TENDER ITEMS

Water shall be free of any contaminants which would adversely affect growth.

Seed to be Tableland Grass Mixture applied at 5 kg / acre as supplied by Ontario Seed Company or approved equivalent.

Measurement and Payment: Payment to be per m² of topsoil spread and hydroseed planted.

PROVISIONAL ITEM: TREE REMOVAL AND PLANTING – ITEMS NO. A46

Description: This provisional item is an allowance for all labour, equipment and materials to remove and dispose of trees and planting of replacements during construction as required.

Payment shall be made under these Items on a time and material basis for work, not included elsewhere in the Contract and where agreed with the Contract Administrator.

DITCH CLEARING – ITEMS NO. B7

Description: Includes all labour, equipment and materials to remove and dispose of brush that may be affect flow of water and excavate excess granular material built up in the ditch. Includes; cutting, excavating, loading, hauling, trucking to an approved landfill, disposal fees and, all other related items not stated elsewhere.

Measurement and Payment: shall be per the lineal meter of ditch clearing.

REMOVE 400MM CSP CULVERT AND REPLACE WITH 450MM CSP CULVERT – ITEMS NO. B12

Description: Includes all labour, equipment and materials to remove existing 400mm CSP roadway culvert and replace with a 450mm CSP culvert. Includes; excavation, approved backfill, compaction, restorative grading, positive drainage to storm sewer, repair of driveway to existing or better conditions, removal and disposal to an approved landfill, control of surface runoff, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of culvert installed.

REMOVE AND REPLACE 450MM CSP CULVERT – ITEMS NO. B13

Description: Includes all labour, equipment and materials to remove existing roadway culverts and replace with a 450mm CSP culvert. Includes; excavation, approved backfill, compaction, restorative grading, positive drainage to storm sewer, repair of driveway to existing or better conditions, removal and disposal to an approved landfill, control of surface runoff, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of culvert installed.

REMOVE AND REPLACE 1300X1000MM CSPA CULVERT – ITEMS NO. B14

Description: Includes all labour, equipment and materials to remove existing roadway culverts and replace with a 1300x1000mm CSPA culvert. Includes; excavation, approved backfill, compaction, restorative grading, positive drainage to storm sewer, repair of driveway to existing or better conditions, removal and disposal to an approved landfill, control of surface runoff, pumping and all other related items not stated elsewhere.

Measurement and Payment: Unit price per lineal meter of culvert installed.

SECTION E

**CORPORATION OF THE TOWNSHIP OF HAMILTON CONTRACT NO.
PW2017-04**

GEOTECHNICAL INVESTIGATIONS

Attached Separately

SECTION F

**CORPORATION OF THE TOWNSHIP OF HAMILTON CONTRACT NO.
PW2017-04**

**OPSS.MUNI 100 GENERAL CONDITIONS OF CONTRACT
(November 2006)**

The OPSS.MUNI 100 General Conditions have not been reproduced as part of these Contract Documents.

It will be the Contractor's responsibility to obtain current copies of these documents.

SECTION G

CORPORATION OF THE TOWNSHIP OF HAMILTON

CONTRACT NO. PW2017-04

CONTRACT DRAWINGS

Attached Separately