

**KING STREET CONNECTING LINK ASPHALT REPLACEMENT 2025**  
**MUNICIPALITY OF LAMBTON SHORES**



**SPRIET ASSOCIATES**

engineers & architects

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## **INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT**

Bidders downloading this document from the Municipality of Lambton Shores website must register with the Public Works Department to be added to the Bidders list. Interested Bidders are required to complete the information below and return this form via email to:

[awilliams@lambtonshores.ca](mailto:awilliams@lambtonshores.ca)

Bidders who do not register will not receive any additional information or addendums relating to this project.

### **Bidder Registration Form**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Name: KING STREET CONNECTING LINK ASPHALT  
REPLACEMENT 2025

***Email to: [awilliams@lambtonshores.ca](mailto:awilliams@lambtonshores.ca)  
Attention: Public Works Department***

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**INFORMATION TO TENDERERS**

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**1. LOCATION**

Highway 21 from Amtelecom Parkway to approximately 805 meters northerly, located in the Municipality of Lambton Shores (Town of Forest).

**2. OWNER**

Where the term "Owner" is used in these specifications and other contract documents, same refers to the Municipality of Lambton Shores.

**3. CONTRACT ADMINISTRATOR**

Where the term "Contract Administrator" appears in these specifications, the same shall apply to Spriet Associates London Limited.

**4. CONTRACTOR**

Where the term "Contractor" is used in these specifications, the same shall apply to the General Contractor who shall be responsible for their sub-contractors' compliance with the requirements of the contract drawings and the specifications.

Nothing contained in the Contract documents shall create any contractual relation between any sub-contractor and the Owner.

The sub-contractor shall be bound to the Contractor by the terms of the General Conditions, drawings and specifications, insofar as they relate or may be applied to the work of the sub-contractor, and the sub-contractor agrees to assume towards the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner. The Contractor agrees to be bound to the sub-contractor by all the obligations the Owner assumes to the Contractor under the General Conditions, drawings and specifications.

**5. TENDER**

Tenders to be entitled to consideration must be made on the forms provided therefore, and shall only be received via hard copy within a sealed envelope to the attention of Alex Williams at the Municipality of Lambton Shores.

Submissions shall be endorsed: "Tender for the King Street Connecting Link Asphalt Replacement 2025", with the cover page included within Appendix B affixed to the submission and shall arrive at the above Municipal Office (9577 Port Franks Road, Thedford ON N0M 2N0) no later than:

**FRIDAY, OCTOBER 17, 2025, AT 11:00 A.M., LOCAL TIME**

All questions, inquiries and clarifications regarding this Tender are to be submitted to Alex Williams, Municipality of Lambton Shores ([awilliams@lambtonshores.ca](mailto:awilliams@lambtonshores.ca)) and Chris Lierman ([clierman@spriet.on.ca](mailto:clierman@spriet.on.ca)), Spriet Associates, by Friday, October 10, 2025, at 11:00 A.M., local time. Where an inquiry results in a change or a clarification to the tender, the Municipality will issue an addendum. Addenda will not be issued within 48 hours of closing, with the exception of postponing the closing date.



## 5. TENDER (cont'd)

All blank spaces shall be completely filled in. Numbers shall be stated in writing as well as in figures. There shall be no alterations or erasures and the tender shall be signed by the Tenderer or in the case of a Corporation, by its proper officers and the Corporate Seal shall be affixed.

The Owner reserves the right to reject all or any tenders received. The lowest bid may not necessarily be accepted. Tenders that include specific unit prices significantly different than other submitted tenders for the same item may be rejected by the Owner. The Owner reserves the right, upon award of the tender, to reduce the extent of work to be performed in this contract based on higher tendered versus estimated costs. The contract, when awarded, shall be made for each branch or division of the work or for the whole work as deemed in the best interest of the Owner.

Submitted tenders will be opened publicly at the Municipal office located at the following address: 9577 Port Franks Road, Thedford ON N0M 2N0.

## 6. TENDER SECURITY

The tender shall be accompanied by a security in the amount of ten percent (10%) of the Tender Price. Tender security shall be in the form of Canadian Currency, a Bid Bond or a certified cheque made payable to the Owner.

Tender security shall guarantee that, if awarded the Contract, the Contractor will execute and enter into a satisfactory contract with the Owner and furnish the required bonds within seven (7) days from the date of the award of a contract otherwise the tender security shall be forfeited and also in cases where a Tenderer withdraws their Tender before the Council has considered the Tenders and awarded a Contract, the amount of the Tender deposit of the Tenderer so withdrawing their Tender may be forfeited to the Owner.

The bid deposits of all but the two lowest bidders will be returned forthwith. The deposit of the two lowest bidders will be retained until the contract is signed. After the contract is signed, the bid deposits of the second lowest bidder will be returned forthwith. No interest will be paid on any bid deposit. Bid deposits will not be held for longer than (90) days. **Tenders not containing the required bid deposit will be rejected.**

## 7. BONDS

In accordance with Clause 23 of the General Conditions, "Guaranty Bonds", a Bond in the amount of 100 per cent of the Contract Price for Maintenance and Performance and a bond in the amount of 100 per cent of the Contract Price for Labour and Materials with a satisfactory Guaranty Surety Company with Head Office in the Province of Ontario will be required for this Contract. The cost of these Bonds shall be included in the total Contract Price. Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same Guaranty Surety Company supplying the Performance and Labour and Materials Bonds for this Contract.



**8. AGREEMENT TO BOND**

The Tenderer shall include with their tender an Agreement to Bond executed under its corporate seal by the surety company from which he/she proposed to obtain the required bonds.

**9. INTEREST ON DEPOSITS**

Tenderers are notified that they must make their own arrangements with their bankers as to the payment of interest, if any, on the amount of the marked cheque accompanying their tender. The Owner will not pay interest on said cheque pending the awarding of the Contract, nor be responsible for the payment of interest under any arrangement made by the Tenderer.

**10. CONTRACT DOCUMENTS**

The Contract Documents shall consist of the following and in case of any inconsistency or conflict between the provisions of this Agreement and the Plans and Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (1) Form of Agreement
- (2) Addenda, if any
- (3) Special Provisions
- (4) Contract Drawings
- (5) Form of Tender
- (6) General Conditions
- (7) Information to Tenderers
- (8) Contract Specifications
  - (i) General Provisions
  - (ii) Roadway Reconstruction
- (9) Ontario Provincial Standard Specifications for Roads and Municipal Services Volumes 1-4 inclusive

**11. TENDERER TO INVESTIGATE**

Tenderers are required to submit their Tenders upon the following express conditions:

- (a) The Tenderer shall examine the Contract Documents and Drawings and make personal examination of the site in order to acquaint himself/herself with the conditions under which he/she will be obliged to work.
- (b) The Tenderer shall make all the investigations necessary to thoroughly inform themselves regarding all facilities for access to the site such as he/she may require for their construction operations.
- (c) With regard to existing underground services the Tenderer shall examine the files of the Contract Administrator and of the various local private and public utilities to ascertain their existence and location. The onus shall be on the Tenderer as to the completeness and accuracy of the information obtained, by their personal examination and study. No plea for ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract as a result of failure to make the necessary examinations and investigations, or ascertaining the required information will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfil in every detail all the requirements of the said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.



## 12. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretation will be made. Any interpretations made to Tenderers will be in the form of an Addendum to the Specifications which will be forwarded to all Tenderers.

Discrepancies, omissions or doubts as to the meaning of drawings and specifications should be communicated at once to the Contract Administrator for interpretation. Tenderers should act promptly to allow sufficient time for a reply to reach them before the submission of their tender and any such interpretation made by the Contract Administrator prior to the receipt of tenders shall be made a part of the Contract.

## 13. ABILITY AND EXPERIENCE OF TENDERERS

No Tender will be considered from any Tenderer **unless** known to be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. In order to aid the Owner in determining the responsibility of any Tenderer, the Tenderer shall, within 48 hours after being requested in writing by the Contract Administrator so to do, furnish evidence satisfactory to the Owner of the Tenderer's experience and familiarity with work of a character specified, and their financial ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may, without being limited thereto, include the following:

- (a) The Tenderer's performance record, with listing of work of a similar character and proportions which he/she has constructed, giving the name of the owner, date built, and construction costs.
- (b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the per cent of completion to date of each project.
- (c) An itemized list of the Tenderer's equipment available for use on the proposed Contract.
- (d) A listing of the major parts of the work which are proposed to be sublet.
- (e) The Tenderer's latest financial statement.
- (f) Evidence that the Tenderer is licensed to do business in the Province of Ontario; in the case of a corporation organized under the laws of any other Province or Country.
- (g) Such additional information as will satisfy the Owner that the Tenderer is adequately prepared to fulfil the Contract.

## 14. SUB-CONTRACTORS

Each Tenderer shall submit with the Tender a complete list of all the persons or firms to which he/she proposes to sublet any part of the work and the trades or divisions of the work which are sublet to each. The Owner reserves the right to approve the sub-contractor and the failure of the Tenderer to comply with this requirement may result in rejection of the Tender.





**15. INSURANCE**

The successful Tenderer shall be required to furnish, in addition to the bonds specified, the following types and amounts of insurance coverage to comply with the provisions of the Contract Documents:

- (a) Contractor's Liability Insurance and Worker's Compensation  
The Contractor shall effect and maintain insurance to cover their obligations under the Workplace, Safety and Insurance Board.
- (b) Bodily Injury Liability  
The Contractor shall effect and maintain a Comprehensive General Liability Policy or its equivalent covering claims for bodily injury including death, arising from and during operations under their Contract whether performed by himself/herself, by a sub-contractor or by anyone directly or indirectly employed by either of them, in the sum of \$3,000,000.00 per person and \$5,000,000.00 per accident.
- (c) Property Damage  
The Contractor shall effect and maintain Property Damage Liability Insurance to cover their and sub-contractor operations in the sum of \$1,000,000.00.
- (d) Fire Insurance  
The Contractor will not be required to procure fire and extended coverage insurance on the work.
- (e) The Insurance coverage shall include the Municipality of Lambton Shores, Lambton County, O.M.I., Spriet Associates London Limited, and Englobe Corp. as additional insured.

**16. GUARANTEED MAINTENANCE**

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months from the date of completion thereof, as shown in the letter of "Final Acceptance of the Work", as issued by the Contract Administrator.

The Contractor shall make good in a permanent manner, 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 forty-eight (48) hours of receipt of notice from the Contract Administrator.

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

**17. PROGRESS PAYMENTS**

The Owner shall make payments on account of the contract as follows:

- (a) On or before the 15th day of each month ninety percent (90%) of the value of the work completed up to and including the last day of the month preceding.



**17. PROGRESS PAYMENTS (cont'd)**

- (b) Subject to Article 27 of the General Conditions on completion of the entire work and one day after all lien rights have expired the balance due under the contract provided that:
- (c) If on account of climatic or other conditions reasonably beyond the Contractor's control, there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner or Contract Administrator may withhold a sufficient and reasonable sum until the uncompleted work is finished and such sum as will adequately protect the Owner against liens.
- (d) If the legislation dealing with mechanic's liens which is applicable at the location of work permits the Owner to release the holdback applicable to a sub-contract to the Contractor within a specified number of days following the completion of the sub-contract then such legislation shall be incorporated as forming a part of this Agreement and the balance applicable to the sub-contract which has been retained by the Owner shall be released by the Owner to the Contractor in the manner provided for and upon compliance with the terms and conditions of such legislation.

The Municipality of Lambton Shores and the Engineer will only prepare one payment certificate per month to include all work completed up to and including the last working day of the month preceding.

**18. EXTRA WORK**

If the Engineer orders in writing the performance of any work not covered by the Drawings or included in the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon then such extra work shall be performed on a Cost Plus Percentage basis.

Any extra work ordered by the Engineer to be done on a Cost Plus basis shall be so done by the Contractor, who shall be paid therefor only the actual cost thereof, as determined by the estimation of the Engineer plus 15 per cent for use of plant, tools, etc., and to cover Contractor's profits, and the Contractor must furnish the Engineer with satisfactory vouchers for all labour and material expended on the work. Where rental charge is made for trucks, equipment, etc. no percentage will be allowed on such rental. When such extra work is required, and is performed by a Sub-contractor, the percentage paid by the Owner for overhead, profit, etc., shall be no greater than the sum that would have been paid had the Contractor himself/herself performed the work.

**19. SPECIAL PROVISIONS**

The attention of all Tenderers is directed to the Special Provisions Section of the Contract Specifications. This Section describes the special or extraordinary requirements of this Contract which are in addition to or which supersede the standards specified in other Sections of the Contract Specifications.



**20. LIQUIDATED DAMAGES**

Should the Contractor fail to complete the works to the satisfaction of the Contract Administrator and in accordance with the Contract within the Time for Completion as specified in the Contract or the extended time allowed in writing by the Contract Administrator, the Contractor shall pay to the Owner as liquidated damages (in addition to amounts payable by the Owner in respect of site supervision and general supervision of the works) the sum of \$1,500.00 for each calendar day that the works remain uncompleted after the time so specified or allowed.

The Contractor shall complete all work under this Contract by the dates specified within this document. See Item No. 25.

**21. INFORMAL AND UNBALANCED TENDERS**

All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

Tenders which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations, (unless properly made and clearly made and initialled by the tenderer's signing officer) or irregularities of any kind may be rejected as informal.

All blanks must be legibly and properly filled in. Should any uncertainty arise as to the proper manner of doing so, the required information will, upon request, be given by the Contract Administrator.

Tenderers who have submitted Tenders which have been rejected by the Owner because of informalities will be notified of the reasons for rejection. When checking Tenders, the following procedures shall be used:

- (a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- (b) If the total price is left blank for a lump sum item, it shall be considered as zero.
- (c) If the Tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected, and the corrected total contract price shall govern.

The Owner reserves the right to waive informalities at its discretion.

**22. ACCEPTANCE OR REJECTION OF TENDERS**

The award of this Contract is subject to the approval of the Owner.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any tenderer prior to or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender. Tenders are subject to a formal contract being prepared and executed.



**22. ACCEPTANCE OR REJECTION OF TENDERS (cont'd)**

The prices entered by the tenderer in the Form of Tender shall be on the assumption that the Contract Administrator's written order to commence work will be issued to the Tenderer within a 45-day period after the deadline for receiving tenders as described in Clause 5 hereof.

The terms "Total Tender Price" and "Total Contract Price" referred to in these Contract Documents are interchangeable and shall be considered to have the same meaning.

**23. WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Contractor shall at the time of entering into any contract with the Owner, furnish a satisfactory clearance letter from the Worker's Compensation Board that the Contractor is in good standing with the said Board. In addition, the Contractor will be required to furnish a clearance letter from the said Board before final payment will be made to the Contractor

**24. TAXES**

The tender shall be submitted knowing that construction will take place with the Harmonized Sales Tax (H.S.T.) in effect, as noted in the Form of Tender.

**25. START OF CONSTRUCTION**

Tenderers are advised that they will be required to complete all construction, in accordance with the Contract Documents, within one of the specified timelines below:

1. Commence and complete **all** works in 2025 with completion by November 30, 2025. The Contractor shall note **all** costs associated with winter heat, as deemed applicable, shall be included in the applicable form of tender items, and shall not be deemed extra to the contract.

No additional payment will be made for costs associated with winter heat charges.

2. Commence and complete **all** works in 2026 starting no earlier than April 1, 2026, with completion by June 15, 2026.

Tenderers shall note that construction overlap between 2025 and 2026 shall **not** be permitted under any circumstances. In determining the chosen construction time frame (i.e. 2025 or 2026), tenderers shall note the Municipality intends on awarding this project, subject to terms outlined in this Contract Document, at the October 28, 2025 council meeting.

Tenderers shall clearly outline their confirmed construction timeline (i.e. Option 1 or Option 2) on page FT-7 of their submission.

**26. CONTRACTOR'S NOTICE**

The Contractor shall provide the Municipality of Lambton Shores, Lambton County, Engineer, and all affected property owners a minimum 48 hour's notice prior to performing any watermain shut down or tie-in operations.



**27. IRON BAR MONUMENTS**

Standard iron bar survey monuments exist in the field. The Tenderer shall allow in their tender, a sum sufficient to cover the resetting, by an Ontario Land Surveyor, of all survey bars displaced during construction.

**28. WAGE RATES**

The Contractor shall comply with all applicable Municipal Bylaws and any Act and Regulations thereunder of the Province of Ontario that relate to wages, hours of work or other labour conditions.

**29. STATEMENTS A TO D**

All tenderers are required to complete Statements A to D in the Form of Tender inclusive at the time of submission of any Tender. The Owner reserves the right to accept or reject any or all sub-contractors proposed. Failure of the Tenderer to complete these statements may result in the tender being rejected by the Owner.

**30. TRAFFIC CONTROL**

The Contractor shall maintain one lane of flagged traffic (minimum) at all times.

Contractor shall be fully responsible for the provision of complete traffic control including signage and any required assistance by Police, at all times. All traffic control and signage shall be in accordance with the requirements of the M.T.O. Traffic Control Manual. Sufficient signage must be kept on site for all possible traffic situations. Signage must be of good quality.

The contractor is also responsible for notifying the necessary Municipal Officials, the local Ontario Provincial Police detachment, all local school board bus lines, the local Fire Department, the Lambton County Board of Education, the Separate School Board bus lines and the local Ambulance Service a minimum of 24 hours prior to the closing of any road or portion thereof.

**31. CONSTRUCTION SPECIFICATIONS**

In general, the work shall be carried out in accordance with the Ontario Provincial Standard Specifications for unless amended in the Contract Documents.

The Contractor shall be obliged to keep a set of the O.P.S. Specifications (Volumes 1 and 2) at the work site at all times during the construction period if so directed by the Contract Administrator.

**32. SOILS INVESTIGATION**

A formal soils investigation has not been undertaken for this project.



**MUNICIPALITY OF LAMBTON SHORES****KING STREET CONNECTING LINK ASPHALT REPLACEMENT 2025**

**To:** The Mayor and Council, Municipality of Lambton Shores, hereinafter called AMunicipality@.

**TENDER FOR: King Street Connecting Link Asphalt Replacement 2025**

By: \_\_\_\_\_  
Name of firm or Individual Tendering

Address: \_\_\_\_\_

Name of Person Signing for Firm: \_\_\_\_\_

Position of Person Signing for Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**I/We**, the undersigned, having carefully examined the site of the proposed work, and having read, understood, and accepted the Provisions, Drawings, Specifications and Conditions listed herein, each and all of which form part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise specified in the Contract; and to complete the work in strict accordance with the Provisions, Drawings, Specifications and Conditions listed herein for the price of:

\_\_\_\_\_  
(words)

\$ \_\_\_\_\_  
(figures)

The estimated cost of material to be incorporated in the work is \$ \_\_\_\_\_

The estimated cost of labour and all other charges is \$ \_\_\_\_\_

Total HST \$ \_\_\_\_\_

Total (must equal price bid) \$ \_\_\_\_\_

Should additions to or reductions from the dimensions or quantities shown on the Plans be made, additions to or deletions from the above price shall be as made, subject to the General Conditions related hereto.



*I/WE hereby agree that the work specified in the Tender will be performed in strict accordance with the attached Schedule of Provisions, Drawings, Specifications, and Conditions. I/WE hereby agree that the Sub-Contractors listed on the attached Schedule of Sub-Contractors are the only Sub-Contractors proposed to be used on this work and that changes will be made only with the approval of the Engineer in accordance with **Section GC3.1 of the OPSS General Conditions.***

Signed at the \_\_\_\_\_

of \_\_\_\_\_

In the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Signature of Contractor or Seal of the Corporation



## ITEMIZED BID KING STREET CONNECTING LINK ASPHALT REPLACEMENT 2025 Contract No. 225207

In accordance with the first paragraph of this tender, the Contractor hereby offers to complete the work specified for the following prices:

SECTION 1 - ROADWORK					
Item No.	Description of Work	Unit	Estimated Quantity	Unit Price	Total
1	a) Mill existing asphalt roadway pavement to a depth of 40mm depth and haul millings to Municipality Public Works Yard Depot	m <sup>2</sup>	7,200	\$	\$
	b) Supply and install 40mm HL3 surface asphalt (road)	m.t.	760	\$	\$
2	Sweep base asphalt prior to placement of top coat of asphalt	L.S.	1		\$
3	Apply tack coat prior to placement of top coat of asphalt (roadway)	L.S.	1		\$
4	a) Remove upper 230mm of existing roadway shoulder to 2.5m width, or as noted on contract figures, including disposal off-site	m <sup>2</sup>	4,100	\$	\$
	b) Supply, place, grade and compact 150mm of Granular "A" within roadway shoulder to 2.5m width, or as noted on contract figures	T	1,800	\$	\$
	c) Supply, place, grade and compact 2 – 40mm thick lifts of HL3 asphalt	T	865	\$	\$
	d) Apply tack coat prior to placement of top coat of asphalt (shoulder)	L.S.	1		\$
5	Supply and place durable pavement markings to match pre-construction conditions:				
	a) 100mm wide solid white/yellow	m	2,470	\$	\$
	b) 100mm wide dashed white (3-3-3- spacing, actual paint length = 45 meters)	m	45	\$	\$
	c) 100mm wide dashed yellow (3-6-3 spacing, actual paint length = 150 meters)	m	150	\$	\$
SECTION 1 - ROADWORK					\$





ITEMIZED BID KING STREET CONNECTING LINK ASPHALT REPLACEMENT 2025 Contract No. 225207

In accordance with the first paragraph of this tender, the Contractor hereby offers to complete the work specified for the following prices:

SECTION 2 - MISCELLANEOUS					
Item No.	Description of Work	Unit	Estimated Quantity	Unit Price	Total
1	Traffic Control, including maintenance throughout project duration	L.S.	1		\$
2	100% Performance Bond	L.S.	1		\$
3	50% Labour and Material Bond	L.S.	1		\$
4	Preparation and delivery of Contractor's notice to residents	L.S.	1		\$
SECTION 2 - MISCELLANEOUS					\$



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ITEMIZED BID      KING STREET CONNECTING LINK ASPHALT REPLACEMENT 2025      Contract No. 225207

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In accordance with the first paragraph of this tender, the Contractor hereby offers to complete the work specified for the following prices:

SUMMARY OF TENDER

Section 1 - Roadwork	\$ _____
Section 2 - Miscellaneous	\$ _____
Contingency Allowance	\$ <u>20,000.00</u>
Sub-Total Contract Price	\$ <u>                    </u>
H.S.T. (13%)	\$ _____
TOTAL CONTRACT PRICE	\$ <u>                    </u>

Tenderer's H.S.T. Registration No. \_\_\_\_\_

The amount referred to in this Tender as the Contingencies shall constitute the total of that part of the Schedule. The Tenderer agrees that he is not entitled to payment of any portion of the Contingencies except for the additional work carried out by him in accordance with the Contract and as directed by the Contract Administrator and only to the extent of such additional work.



**AGREEMENTS REGARDING EXTRA WORK AND PAYMENTS**

The Tenderer agrees that, if this Tender is accepted by the Owner,

- (1) He/She will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract.
- (2) The carrying out of any work referred to in paragraph (1) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.
- (3) He/She will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the contract as liquidated damages for each calendar day that the work under the Contract, as expressly modified by all Contract Change Orders issued by the Contract Administrator, remains uncompleted after the expiry of the Time for Completion specified in the Contract or the extended time for completion allowed in writing by the Contract Administrator.
- (4) The prices applicable to work referred to in paragraph (1) above shall be determined as follows:
  - (a) The Schedule of Items and Prices shall apply where applicable;
  - (b) If the above Schedule of Items and Prices is not applicable, the contractor and the Contract Administrator may agree on a price for extra work to be done, or for work to be omitted prior to its being performed, in which case the price shall be comparable to prices quoted on work of a similar nature;
  - (c) If the methods of evaluating extras described in (a) and (b) above are, in the opinion of the Contract Administrator, clearly not applicable, then the Contract Administrator may direct that such extra work shall be done on a cost plus basis, in accordance with Clause 18 of the Information to Tenderers.



**TERMS AND CONDITIONS**

- a) The Tenderer agrees that this Tender is to continue open for acceptance and irrevocable until 45 days have elapsed from the closing date of the Tender or a formal contract is executed based on a Tender other than this one.
- b) The Tenderer also agrees that if the Tenderer withdraws his Tender before 45 days have elapsed from the closing date of Tender before the said Owner shall have considered the Tender, the amount of the Tender Deposit shall be forfeited to the Owner.
- c) The Tenderer also agrees that the awarding of the Contract, based on this Tender by the said Owner, shall constitute and be an acceptance of this Tender without communication with or any notice thereof to the Tenderer.
- d) If this Tender is accepted, the Tenderer also agrees that, as aforesaid, the Tenderer will forthwith furnish an approved surety for the proper fulfilment of the Contract as required under the terms of the General Conditions and will execute an Agreement, Bond, and Statutory Declaration, in triplicate, in form satisfactory to the Owner within seven (7) days after being notified so to do by, or by anyone acting on behalf of the Owner.
- e) The Tenderer also agrees, that, should the Tenderer for any reason default or fail in any matter or thing hereinbefore contained, the Owner shall be at liberty to retain the money deposited by the Tenderer to the use of the Owner as liquidated damages, and to accept any other Tender or advertise for new Tenders or carry out the work in any other way as the Owner may in its sole discretion deem best; and also agrees to pay to the Owner the difference between the price or prices set out in this Tender and any greater sum or sums which the Owner may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders, and fully to indemnify and save harmless the Owner and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.
- f) The Tenderer agrees to complete the works within a time, to be known as the "Time for Completion" such that all works are complete in \_\_\_\_\_ by\_\_\_\_\_.
- g) The Tenderer agrees that he/she will furnish the Contract Administrator with a copy of their latest financial statement within 4 days after being required so to do by the Contract Administrator.
- h) The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.



**DECLARATIONS**

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

The Tenderer further declares that this Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer further declares that neither the Owner nor officer or employee of the Owner has become interested directly or indirectly as a contracting party, partner, shareholder, surety 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 thereof, or in any of the monies to be derived there from.

Enclosed herewith is security in the amount of 10% of the Tender Price as Tender Deposit in the form of Canadian currency, a bid bond or certified cheque.

SURETY MUST BE A SATISFACTORY GUARANTEE COMPANY AUTHORIZED BY LAW TO CARRY ON BUSINESS IN THE PROVINCE OF ONTARIO.

**NOTE:**

If tender is submitted by or on behalf of any Corporation it must be signed in the name of such Corporation by some duly authorized officer or agent thereof who shall also subscribe their own name and office. The seal of the Corporation shall also be affixed

Tenderer's  
Signature

(  
(  
(  
(  
(  
(  
(

Witness \_\_\_\_\_

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2025



[illegible]

[illegible]

STATEMENT 'C' Giving the location and description of the construction plant which the Tenderer proposes to use, the plant he/she has available or under their control, the plant to be rented, and the plant to be purchased.

PROPOSED CONSTRUCTION PLANT

<u>Description of Equipment</u>	<u>Location</u>	Owned, Rented or to be <u>Purchased</u>	<u>Availability</u>





STATEMENT 'D'      List of all Proposed Sub-Contractors and Material Suppliers.

SUB-TRADEPROPOSED SUB-CONTRACTOR




DOMINION OF CANADA  
COUNTY OF LAMBTON

)IN THE MATTER of a proposed contract for the  
)King Street Connecting Link Asphalt Replacement 2025 Project  
)on Highway 21  
)in the Town of Forest  
)Municipality of Lambton Shores,  
)County of Lambton, Province of Ontario

I, \_\_\_\_\_, Do Solemnly Swear that the several matters stated  
In the foregoing Tender are in all respects true.

AND I make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the  
same force and effect as if made under oath, and by virtue of "The Canada Evidence Act."

DECLARED before me at

\_\_\_\_\_)

of \_\_\_\_\_)

in the County of \_\_\_\_\_)

this \_\_\_\_\_)

day of \_\_\_\_\_ 20\_\_\_\_)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
A Commissioner, Etc. (or Notary Public)

Failure of the Tenderer to include the properly completed statutory declaration with their Tender  
may result in the Tender being ruled invalid by the Owner.



THIS AGREEMENT made in triplicate this ..... day of ....., 2025.

BETWEEN:

THE MUNICIPALITY OF LAMBTON SHORES

(hereinafter called "the Owner")

OF THE FIRST PART

And

(hereinafter called "the Contractor")

OF THE SECOND PART

WITNESSETH

That the owner and the contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

#### ARTICLE 1

- (a) A general description of the work is: Reconstruction of Roads on Highway 21 in the Municipality of Lambton Shores (Town of Forest).
- (b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles, and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

#### ARTICLE 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him/her as directed by the Contract Administrator and in accordance with the Contract and only to the extent of such extra or additional work.



## ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- (1) This Agreement,
- (2) Addenda, if any,
- (3) Special Provisions,
- (4) Contract Drawings,
- (5) Form of Tender
- (6) General Conditions,
- (7) Information for Tenderers,
- (8) Contract specifications,
  - (i) General Provisions
  - (ii) Roadway Reconstruction
- (9) Ontario Provincial Standard Specifications for Roads and Municipal Services volumes 1-4 inclusive

## ARTICLE 4

The Contractor shall not without the consent in writing of the Owner and without restricting in any way the provisions of the Section of the General Conditions headed "Sub-Contracts", make any assignment of any part or the whole of any monies due or to be come due under the provisions of this Contract.

## ARTICLE 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract will be paid for and in respect of the works the sum of

.....  
.....( )

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

## ARTICLE 6

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following addresses:

THE OWNER:                      The Municipality of Lambton Shores  
   9577 Port Franks Road  
   THEDFORD, Ontario  
   N0M 2N0



## ARTICLE 6 (cont'd)

THE CONTRACTOR:

THE CONTRACT  
ADMINISTRATOR:Spriet Associates London Limited  
Consulting Engineers  
155 York Street  
London, Ontario  
N6A 1A8

## ARTICLE 7

A copy of each of the Contract Specifications, General Conditions, Supplementary General Conditions if any, Tender, Addenda ..... to ..... inclusive and Information for Tenderers is hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

## ARTICLE 8

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

## ARTICLE 9

Time shall be deemed of the essence of this Contract.

## ARTICLE 10

The Contractor declares that in tendering for the works and in entering into this Contract he/she has either investigated for himself/herself the character of the work and all local conditions that might affect their tender or their acceptance or performance of the work, or that not having so investigated, he/she acknowledges that their responsibility under the Contract is in no way reduced or limited thereby and, in either case, he/she is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the contract signed. The contractor also declares that he/she did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.



## ARTICLE 11

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be

.....  
Witness as to signature of Contractor \*

.....  
Contractor

Address.....

.....  
Signing Officer

.....  
Occupation .....

\*Not necessary if corporate seal is affixed

THE MUNICIPALITY OF LAMBTON SHORES

.....  
Signing Officer

.....  
Clerk



<u>Figure No.</u>	<u>Description</u>
1	Highway 21 from Amtelecom Parkway to Northerly Limit – Roadway upgrades
2	Highway 21 from Amtelecom Parkway to Northerly Limit – Shoulder upgrades



## SECTION 1

### GENERAL PROVISIONS

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<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
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102.	Contract Drawings	GP-1
103.	Access to Work	GP-1
104.	Temporary Buildings	GP-1
105.	Permits, Inspections and Ordinances	GP-2
106.	Laws, Codes, Etc.	GP-2
107.	Occupational Health and Safety Act	GP-2
108.	Progress Schedule and Scheduling of Work	GP-2
109.	Materials to be Supplied by the Contractor	GP-3
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126.	Protection and Relocation of Structures and Utilities	GP-8
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136.	Complaints and Claims from the Public	GP-14





**101. WORK TO BE DONE**

The Contractor shall perform all items of work covered and stipulated in the Specifications, Tender and Contracts, together with any authorized alterations, special provisions, extra work and supplemental agreements, all in accordance with the lines, grades, cross sections and dimensions shown on the Contract Drawings. The Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation and labour necessary to the prosecution and completion of the work.

On the completion of construction the Contractor shall leave the entire work in a clean and orderly condition to the satisfaction of the Contract Administrator.

**102. CONTRACT DRAWINGS**

The location, general characteristics and principal details of work are shown on the Contract Drawings. (A list of Contract Drawings is included on Page D-1).

Additional drawings may be furnished from time to time by the Contract Administrator and such additional drawings shall form a part of this Contract. The Contractor shall be governed by figures dimensions as given on the drawings. Where essential dimensions are not shown, the Contractor shall obtain the required dimensions from the Contract Administrator before proceeding with the construction of the portion of work to which they refer. In every case, detail drawings shall take preference over general drawings. In the event that any conflict should exist between the specifications and drawings, the specifications shall prevail.

**103. ACCESS TO WORK**

The Contract Administrator may at any time, enter upon the site of the work and the premises used by the Contractor. The Contractor shall provide proper and safe facilities for the inspection of and convenient access to all parts of the work as may be required by the Contract Administrator.

**104. TEMPORARY BUILDINGS**

Temporary construction buildings may be erected by the Contractor at the site of the work, but the location of all temporary buildings used for construction purposes must be submitted to the Contract Administrator for approval prior to the commencement of the work. In the event that there is inadequate space for the contractor's office space, storage yard, etc. the Contractor shall obtain same at their own cost and payment will be on the basis that such costs are included in the Lump Sum for other Requirements in the Form of Tender.

Adequate fire extinguishers must be provided at the site of any temporary building to be used in case of fire and all temporary buildings shall comply in all respects with the requirements of any local, national or provincial legislation pertaining thereto.

The Contractor shall pay for all permits and fees in connection with the erection, movement or placing of any temporary building used by him.



**105. PERMITS, INSPECTIONS AND ORDINANCES**

The Contractor shall obtain and pay for all permits and inspections, except charges for power contracts with the Owner relative to the completed work and the building permits for any permanent structures. The Contractor shall obtain and deliver to the Owner, all certificates of inspection and approval that may be required by Provincial or local laws, rules, codes, regulations or ordinances. Fees for building permits will be paid for by the Owner.

The Contractor is responsible for making application and submitting all electrical drawings and specifications as required to the Inspection Department of Hydro One. It is essential that this be done as soon as possible after the award of the Contract.

The drawings accompanying these specifications are intended to show the general design and arrangement of the installation and in some details may be diagrammatic only.

Should more detailed drawings be required for obtaining permits or for installation, the Contractor shall prepare and submit them to the Contract Administrator for approval.

**106. LAWS, CODES, ETC.**

If any Federal, Provincial or local laws, codes, regulations or ordinances impose a higher standard than is required by the Drawings and Specifications, the Contractor shall execute the work in accordance with those laws, codes, regulations or ordinances rather than as shown on the Drawings and Specifications.

Should any changes in the Drawings and Specifications be required to conform to the aforementioned laws, codes, regulations or ordinances, the Contractor shall notify the Owner at the time of submission of their Tender. After entering into a Contract, the Contractor will be held to complete all work necessary to meet these requirements without extra expense to the Owner. The entire installation shall be made in full accordance with the latest regulations issued by the Hydro One governing electrical installations and also all rules, regulations and ordinances of the Provincial and Municipal Departments which apply.

**107. OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor shall execute all construction under this Contract in strict conformance with the current requirements of the Occupational Health and Safety Act and Regulations for Construction Projects.

**108. PROGRESS SCHEDULE AND SCHEDULING OF WORK**

Within one week after receipt by them of their instructions to commence work, the Contractor shall prepare and submit to the Contract Administrator four (4) copies of a Construction Progress Schedule, showing clearly the proposed rate of progress of construction in weekly stages. When approved by the Contract Administrator, the sequence of proposed work shall be strictly adhered to by the Contractor. A schedule of proposed work shall be approved by the Contract Administrator prior to commencement of work on the project.



**108. PROGRESS SCHEDULE AND SCHEDULING OF WORK (cont'd)**

The Contractor shall perform all work under this Contract as outlined within the Contract Document. A "working day" shall be as defined under GC1.04 - Definitions of the O.P.S. Specifications. For this project no machinery can start up before 7:00 a.m. and all machinery must be shut down by 6:00 p.m. each working day.

Requests for extension of time **will not be granted** except where in the opinion of the Engineer, unusual circumstances warrant such extension.

**109. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall supply all materials necessary for the completion of the work. The Contractor shall assume complete responsibility for ordering, deliveries, checking, rejecting, breakage, theft, unloading and storage for all materials, in a manner satisfactory to the Contract Administrator.

**110. ALTERATIONS**

The Owner or the Contract Administrator reserves the right to make such alterations to the design, length, grade, location, depth and other features of the work as it deems necessary prior to or during the progress of the work.

**111. TRAFFIC**

The roadway will remain open to through traffic during all phases of construction. The contractor shall maintain one lane of traffic (minimum) at all times. The Contractor shall avoid the blocking of vehicular and pedestrian traffic for a longer period than is necessary for the proper construction work.

Contractor shall be fully responsible for the provision of complete traffic control including signage and any required assistance by Police, at all times. All traffic control and signage shall be in accordance with the requirements of the M.T.O. Traffic Control Manual. Sufficient signage must be kept on site for all possible traffic situations. Signage must be of good quality. The Contractor is also responsible for notifying the necessary Municipal Officials, the local Ontario Provincial Police detachment, all local school board bus lines, the local Fire Department, the Lambton County Board of Education, Bluewater Recycling Association, the Separate School Board and the local Ambulance Service a minimum of 24 hours prior to the closing of any road or portion thereof.

Traffic may be prevented from entering roads on which the work is proceeding only with the prior written permission of the Contract Administrator.



**112. NOISE ABATEMENT**

The Contractor shall at all times, attempt to keep the noise level caused by their operations to a minimum. The Contractor will not be permitted to carry out any work where excessive noise is created at any time except with the approval of the Contract Administrator, and the Contractor will not be able to carry out any work at night or Sundays, or Holidays without the consent of the Contract Administrator.

The Contractor shall take all reasonable precautions to minimize the noise from their construction operations by providing effective mufflers, or other devices for their equipment and silencers on their compressors, so that the noise level is kept to a tolerable minimum.

**113. CONSTRUCTION EQUIPMENT**

If, in the opinion of the Contract Administrator, the contractor is not using suitable equipment for the work, he may direct the Contractor to suspend operations forthwith and such suspension shall remain in effect until the Contractor has provided satisfactory equipment.

If the Contractor does not have sufficient equipment on the job in the opinion of the Contract Administrator to carry out the work satisfactorily, the Contract Administrator may direct that the Contractor supply additional equipment immediately or the Contract Administrator may suspend the work forthwith. Any suspension of the work by the Contract Administrator on account of improper equipment or lack of equipment to carry out the work satisfactorily, shall not entitle the Contractor to an extension of Time for Completion and he shall remain liable for any liquidating damages caused by their failure to complete the Contract within the time specified.

**114. WORKING AREAS**

The Contractor's working areas shall be within the public rights-of-way, acquired easements as designated, and any property of the Owner as shown on the Drawings, unless other satisfactory arrangements are made by the Contractor and approved by the Contract Administrator. The area utilized for the construction shall be the minimum possible consistent with efficient operation.

Working areas used by the Contractor shall be restored to their original condition or better and all excavated or stockpiled materials shall be removed completely as stipulated elsewhere in these specifications.

No work shall take place outside the road right-of-way without the Contractor first receiving written approval from the affected property owner. All landowner agreements shall be provided to the Engineering for reference.

All shafts, sites and working areas shall be enclosed by temporary protective fences as required by the Ministry of Labour, the appropriate local authority or as required by the Contract Administrator.

**115. QUALITY OF WORK**

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics. Unless otherwise specified, all materials to be incorporated in the work shall be new, unused and of recent manufacture.



**116. APPROVALS AND TESTING**

Samples, drawings and other data shall be submitted for approval of the Contract Administrator as required by the various sections of these specifications. Only materials that have been approved in writing shall be used in the work. No compensation or allowance resulting from delays due to testing will be allowed the Contractor. The cost of carrying out all testing shall be borne by the Contractor unless specified otherwise in these specifications.

All material testing shall be done by an inspection laboratory designated by the Contract Administrator. The supply, handling, checking and shipping of test specimens and the replacing of rejected materials shall be done by the Contractor at their expense. Satisfactory proof of compliance with the specifications shall be submitted as directed by the Contract Administrator in one or more of the following ways:

- (a) Manufacturer's Certificate of Compliance  
In case of standard labelled stock products of Standard manufacture which have a record of a period of not less than two years, the Contract Administrator may accept a notarized statement from the manufacturer certifying that the product conforms to the applicable specifications.
- (b) Mill Certificates  
For materials where such practice is the usual standard, the Contract Administrator may accept the manufacturer's certified mill and laboratory certificate.
- (c) Testing Laboratory Certificates  
The Contract Administrator may accept a certificate from a commercial testing laboratory satisfactory to him certifying that the product has been tested within a period acceptable to the Contract Administrator and that it conforms to the Specifications.
- (d) Report of Actual Laboratory Test  
The Contract Administrator may require that the Contractor make actual tests of any product and submit a report of the specified test. Such tests shall be made by a commercial testing laboratory designated by the Contract Administrator.
- (e) Construction Control Tests  
The Contract Administrator will carry out construction control tests to verify the quality of construction. The cost of such initial tests will be borne by the Owner. Subsequent tests on account of failure of the initial tests to meet the specified requirements will be borne by the Contractor.

**117. STANDARD SPECIFICATIONS**

In all cases where standard specifications, such as the American Society for Testing Materials, Ontario Ministry of the Environment and Ontario Provincial Standard Specifications, are referred to in this Contract, the latest revision of the pertinent specification, in effect as of the date of the bid opening shall be considered effective. Special care shall be exercised to refer to the standard specifications and to any modification thereof in requests for quotations, purchase orders and subcontracts.



**118. LINES AND GRADES**

The Contract Administrator will provide the Contractor, in writing, with Benchmarks and points of reference to be used by him in setting out the work.

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any parts of the works, the Contractor shall at their own expense rectify such error to the satisfaction of the Contract Administrator, unless such error is based on incorrect data supplied in writing by the Contract Administrator. The checking of the setting out of any lines or levels by the Contract Administrator shall not in any way release the Contractor of their responsibility for the correctness thereof, and the Contractor shall carefully protect and preserve all Bench Mark stakes and other items used in setting out the works.

**119. CLEANING OF PIPES**

The Contract Administrator shall inspect all pipes and related appurtenances to confirm satisfactory condition and compliance with project specifications prior to installation. The Contractor is responsible to replace any pipe or appurtenance deemed unacceptable. During the progress of the work, and until the entire completion and acceptance thereof, all pipes shall be kept clean throughout. Following the completion of construction, the pipes shall be thoroughly cleaned. The pipes shall be cleaned of all material, debris, either by flushing or by other approved methods, to the satisfaction of the Contract Administrator.

The cost of all pipe cleaning operations shall be included in the Contract Price.

**120. DEFECTS TO BE MADE GOOD**

If, in the final inspection of the work, any broken or crushed pipes or specials or any defects are found in connections or in any equipment and appurtenances, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship, without extra compensation for labour and materials required.

**121. CONDITION OF STREETS, SIDEWALKS AND BRIDGES**

The Contractor shall include in their Total Contract Price the cost of removing all materials, earth or debris which falls out of their vehicles; their sub-contractor's vehicles; and their supplier's vehicles on to streets, sidewalks and bridges used as a route between sources of material and the site and dumping of materials and the site. The Contractor shall employ workmen sufficient in number or shall use some other means necessary to keep such streets, sidewalks and bridges in a clean condition free from material, earth or debris.

Should the Contractor be negligent in their duties in maintaining the proper cleanliness in the opinion of the Contract Administrator, the Owner will take the necessary steps to perform such cleaning and shall charge the Contractor all costs therefor.

The Contractor shall familiarize himself with any and all load limits in force and also on those portions of the works to be constructed outside the limits of the works and should such load limits exist, he/she shall comply with the requirements.



**122. MAINTENANCE WORK**

Prior to the commencement of the one year's maintenance period the Contractor shall provide the Contract Administrator and the Owner with a letter supplying a telephone number and address to which the Contract Administrator or the Owner may refer in the event that deficiencies in the work occur and maintenance is required.

If the Contractor's headquarters is not local or close to the site of the works, he/she shall make arrangements satisfactory to the Contract Administrator to have a local Contractor available to carry out this type of work, and this information should be forwarded to the Contract Administrator and the Owner.

**123. SUPPLY OF WORKING DRAWINGS**

The Contractor shall supply working drawings or shop drawings showing the dimensions and layout of all and every part of the equipment and structures which have not been supplied in the contract Documents. The Contract Administrator may reject any drawing which does not conform with the Drawings and Specifications and instruct the Contractor to revise and resubmit same.

Any discrepancies or errors in these Drawings shall be the entire responsibility of the Contractor and any works necessitated by such errors or omissions or discrepancies shall be paid for by the Contractor. Such drawings shall be supplied when called for by the Contract Administrator or prior to the commencement of manufacture of any item included in this Contract.

In the event of such Drawings not being supplied to the Contract Administrator in adequate time, the Contract Administrator shall have the right to order such Drawings to be prepared at the source of manufacture and the cost of any such preparation shall be paid for by the Contractor. The Contractor is to ensure that access to equipment for maintenance and repair purposes shall be easily obtainable in the space provided.

Working drawings for any falsework, shoring, forms or other incidental details of construction, shall be prepared and stamped by a Contract Administrator experienced in structural design of falsework and registered in the Province of Ontario. The Contract Administrator whose stamp appears on the working drawings of such falsework or formwork shall inspect and approve, in writing that all work has been carried out in accordance with the Drawings and to their own satisfaction.

The Contractor shall allow in their Tender for the provision of not less than six (6) copies of all drawings for approval and eight (8) copies of all working or shop drawings and one clear transparency after the final approval.

Only working drawings which are to scale and incorporate all the scaled dimensions and arrangements of details will be accepted as working drawings.





**124. CERTIFIED EQUIPMENT OUTLINES**

After entering into Contract, the Contractor shall furnish to the Contract Administrator for their approval not less than four (4) copies of the manufacturer's catalogue description of all equipment he/she proposes to supply on the project. Approval of equipment shall be based on manufacturer's published ratings. Any items not in accordance with these Specifications shall be rejected. It shall be the responsibility of the Contractor to check shop drawings prior to submitting them for the Contract Administrator's approval to ensure that the equipment he/she proposes to furnish fulfils the specified requirements and is suitable for the particular application.

**125. LITERATURE DESCRIBING FULLY ALL EQUIPMENT**

Complete literature describing all materials and equipment to be used on the works is to be submitted for the information of the Contract Administrator and they shall receive their approval before any equipment or materials are used on the works.

Notwithstanding any equipment or materials having been approved by the Contract Administrator if at any time any equipment or materials used on the works purporting to be equivalent to those submitted, do not meet the standard quality of such submitted details or the requirements of this Specification, then the Contract Administrator may cancel such approval at any time and have such material removed from the site and replaced by an approved material at the Contractor's expense.

The equipment or materials furnished by the Contractor may be inspected by the Contract Administrator at the time of delivery and at such times as the Contract Administrator may elect. Any equipment or materials rejected by the Contract Administrator after delivery shall be replaced by the Contractor at the Contractor's own expense.

All work done and equipment or materials furnished by the Contractor shall be subject to inspection by the Contract Administrator and defective equipment or materials shall be removed from the site of the work and faulty workmanship be repaired notwithstanding prior inspection and acceptance thereof by the Contract Administrator. The Contractor shall provide facilities for the handling, inspection and storing of all equipment and materials at their own expense.

**126. PROTECTION AND RELOCATION OF STRUCTURES AND UTILITIES**

All structures and utilities known to the Owner to be in existence above and below ground are shown on the Drawings. The Contractor shall examine the location of the work and shall make such enquiries necessary to determine the existence and location of structures and utilities which may be encountered in the line of work. The Owner and Engineer will assume no responsibility for structures and utilities inaccurately shown on, or omitted from, the Drawings.

The Contractor shall, at their own expense, and in a manner approved by the Contract Administrator, sustain in their places and protect from injury and damage any and all poles, posts, water or gas mains, public or private sewers or drains, conduit, cables, service pipes, ducts, culverts, sidewalks, curbs and gutters, and all other services, structures or property in the vicinity of the work, whether above or below ground, or which appear in the excavation. The Contractor shall assume all costs and expenses for damage which may be occasioned by injury to any structure or utility, and for any temporary relocation, replacement, or adjustment





**126. PROTECTION AND RELOCATION OF STRUCTURES AND UTILITIES (cont'd)**

required to facilitate the proper execution of the work. If damage to any structure, utility or service occurs by reason of the Contractor's operations, even though special precautions have been employed, the Contractor shall be entirely responsible for such damage, whether such operations and the work resulting therefrom have received the approval of the Contract Administrator, or not, and all such damage shall be satisfactorily rectified at the Contractor's expense.

It shall be the Contractor's responsibility to inform the utility companies, or owners, involved, of their intention to work in the vicinity of their services. The Contractor shall request that an inspector be on the site at the time to protect the interests of the company or owner involved. Should any costs arise from this inspection, they shall be borne by the Contractor.

Before commencing any excavations the Contractor shall have the location of all utility lines, conduits, pipes, cables, etc. located by a representative of the appropriate utility company, or municipality. Should the exact location of the utilities not be known, then it will be the Contractor's responsibility to search for and uncover them. Excavation will be commenced only after sufficient precautions have been taken to protect all utilities.

The cost of exploratory excavation shall be borne by the Contractor and no claim shall be made for any necessary excavation, sheeting, shoring, bracing, equipment, labour, standby time, traffic control, detours, barricades, etc. The Contractor shall provide the Contract Administrator with all the necessary assistance to enable the Contract Administrator to make the necessary measurements and take the necessary levels. In addition, the Contractor shall take note that the Contract Administrator may vary the grade of the watermain to suit conditions which are encountered or he/she may require additional work to be carried out in order to solve any problem which may occur. Extra work, if required, will be carried out and will be paid for in accordance with the Provisions of the Contract for extra work.

**127. MAINTAINING FLOW OF SEWERS, DRAINS AND DITCHES**

The Contractor shall, at their expense, permanently and temporarily provide for and maintain the flow, where required, of all sewers, drains, ditches, house or inlet connections, and all watercourses that may be encountered during the progress of the work, and shall maintain the site of the work free from surface and ground water so that construction can proceed "in the dry". He/She shall not allow the contents of any sewer, drain, ditch or house inlet connection to flow into the trench to be constructed under this contract, unless he/she has written permission from the Contract Administrator and shall at their own cost and expense, immediately remove from the proximity of the work all offensive matter, using such precautions in so doing, as may be directed by the Contract Administrator.

Drainage ditches shall be kept open at all times for surface drainage. Damming or impounding of water in ditches or other waterways will not be permitted, except where the Contract Administrator considers it necessary. The Contractor shall not direct any flow of water across or over pavements, except through approved pipes or property constructed troughs, and he/she shall, when required by the Contract Administrator, provide pipes or troughs of such sizes and lengths as may be required, and place the same as may be directed, at their own cost and expense.



**128. RELOCATION OF THE WORK**

The Contract Administrator may relocate the work at any time to suit the interest of the Owner. The relocation of such work shall not invalidate the Contract and the Contractor shall be required to carry out all of the terms and conditions of the Contract despite such relocation. However, the Contractor will be entitled to payment for any extra work caused on account of such relocation in accordance with the unit prices quoted in the Form of Tender or as calculated by such other means as provided in the Contract. Relocation of any work will only be carried out with the written instructions of the Contract Administrator and the Contractor may not relocate any work for their own purpose except with such written approval of the Contract Administrator. Should the relocation of any work result in a lesser amount of work required to be done, the cost of such reduction will be deducted from the Contractor's final contract price in accordance with the Unit Prices shown on the Schedule or such other sum as agreed between the Contract Administrator and the Contractor.

**129. GENERAL RESTORATION AND SITE CLEANUP**

Following the completion of the work, the Contractor shall clean up the site, remove all materials and restore the site to at least its original condition, to the satisfaction of the Contract Administrator. The cost of general restoration and site clean up shall be deemed to have been included in the Total Contract Price unless specifically paid for under an item in the Schedule of Items and Prices in the Form of Tender. Since there are several types of restoration work involved on the project, the various types of restoration work shall be as specified herein.

**( i ) Tar and Chip Roads (N/A)**

In these areas a 150mm compacted layer of Granular 'A' compacted to 100% Standard Proctor Density shall be placed over a 450mm compacted layer of Granular 'B' compacted to 100% Standard Proctor Density. The finished grade of the Granular 'A' shall conform with the original granular grade of the road. The surface shall then be restored by placing prime and double surface treatment with tar and chips (OPSS 303) to conform with the existing grade of the road.

**( ii ) Hot-Mixed Paved Roads (N/A)**

In these areas a 150mm compacted layer of Granular 'A' compacted to 100% Standard Proctor Density shall be placed over a 400mm compacted layer of Granular 'B', compacted to 100% Standard Proctor Density. The finished grade of the Granular 'A' shall be such to allow two courses of Hot-Mix Asphalt (OPSS 310) (50mm of HL8 and 40mm HL3 or to such greater thickness as may be required to match the existing). The top of the asphaltic concrete surface shall conform to the proposed road grade. The 50mm depth HL8 shall be placed between April 15 – October 15, 2024 on all roadways in this project and the 40mm depth surface HL3 must be placed Summer 2025.

Before the restoration work is carried out, the Contractor shall carefully cut any broken or irregular pavement edges, to a neat, straight vertical face. These edges shall be rotomilled 50mm depth for 500mm width the full length of the saw cut. These edges will then be thoroughly coated with SS-1 emulsion, as well as the road base asphalt, or other approved sealer, so as to ensure a continuous bond between the old and new asphaltic concrete pavements.



**129. GENERAL RESTORATION AND SITE CLEANUP (cont'd)**

The intent of this contract is to remove and replace all existing granular road sub-base materials within the travelled portion of the roadway. The proposed road sub-base shall be composed of 150mm of Granular 'A' overlying 350mm of Granular 'B'.

**(iii) Gravel Roads (N/A)**

In these areas a 150mm compacted layer of Granular 'A' compacted to 100% Standard Proctor Density shall be placed over a 450mm compacted layer of Granular 'B' compacted to 100% Standard Proctor Density. The finished grade of the Granular 'A' shall be such to allow two courses of Hot-Mix Asphalt (OPSS 310)(50mm HL8 and 40mm HL3).

**(iv) Concrete Roads (N/A)**

In these areas a 150mm compacted layer of Granular 'A' compacted to 100% Standard Proctor Density shall be placed over a 300mm compacted layer of Granular 'B' compacted to 100% Standard Proctor Density. The finished grade of the Granular 'A' shall be such to allow the placement of concrete of thickness equal to the existing. Before restoration work begins, broken or irregular pavement edges will be cut back to a straight and vertical face. The edges shall be treated as an expansion joint by placing 15mm Flexcell or other approved material between the new pour and the prepared edge.

**(v) Paved or Concrete Drives (N/A)**

Where the trench crosses areas, other than public roadways, that are paved, the Contractor shall place a 100mm layer of Granular 'A' compacted to 100% Standard Proctor Density over a 200mm layer of Granular 'B' compacted to 100% Standard Proctor Density. A 50mm minimum course of Hot-Mix Asphalt (HL3) or a minimum thickness of 125mm of concrete shall be placed over the Granular 'A'. The finished grade and material shall conform to the original. Before restoration work begins, broken or irregular pavement edges will be cut back to a straight and vertical face. The asphalt edges shall be treated as in (ii) above. The concrete edges shall be treated as an expansion joint by placing 15mm Flexcell or other approved material between the new pour and the prepared edge.

**(vi) Gravel Drives (N/A)**

All existing gravel driveways shall be restored with gravel. In these areas the Contractor will place a 150mm layer of Granular 'A' compacted to 100% Standard Proctor Density over a 200mm layer of Granular 'B' compacted to 100% Standard Proctor Density. The finished grade shall conform to the original.

**(vii) Brick Drives (N/A)**

In these areas, the existing brick driveway shall be carefully removed, salvaged and stockpiled. Upon completion of underground servicing and surface restoration, the stockpiled brick shall be re-installed on a 100mm layer of "chips and dust" compacted to 100% S.P.M.D.D. over a 150mm layer of Granular 'B' compacted to 100% S.P.M.D.D.



**129. GENERAL RESTORATION AND SITE CLEANUP (cont'd)****(viii) Concrete Sidewalks (N/A)**

In these areas the Contractor will place a 150mm layer of Granular 'A' compacted to 100% Standard Proctor Density on the prepared sub-grade as per OPSD-310.010.

The finished grade of the Granular 'A' shall be such to allow the placement of 125mm of concrete sidewalk within the boulevard and 150mm across all driveways. The grade and width of the sidewalk shall match the original. Before restoration work begins, broken or irregular concrete edges will be cut back to a straight and vertical face.

**(ix) Curbs, Gutters, etc. (N/A)**

Where the Contractor's operations damage any of the existing curbs, gutters, catchbasins, sewers, and other roadside appurtenances, these shall be replaced and/or restored to at least the original condition prior to construction or as described below.

The current OPSS Form 353 - "Specifications for Concrete Curb and Gutter Systems" shall apply. Expansion joints shall be provided in conformity with the original or as directed by the Contract Administrator.

Damaged sewer pipes shall be replaced by pipes of the same materials, class and size as were the original pipes. Replaced portions of pipe shall be properly bedded and backfilled to the satisfaction of the Contract Administrator.

**( x) Roadside Ditches (N/A)**

Where the Contractor's excavations appear within the limits of an existing roadside ditch, the Contractor will, after backfilling, re-grade the ditch to its original grade. Should there be any culverts along the line of the trench, these should be removed prior to excavation, and then replaced at their original inverts upon restoration. Generally the Contractor will be required to seed and mulch the slopes of the re-graded ditches. However, in case where the slopes are steeper than 12 to 1, the Contractor will be required to sod them.

**( xi) Manicured Boulevards and Private Lawns (N/A)**

Where the Contractor's operations have damaged these areas, the Contractor will be required to re-grade, place 100mm of topsoil (from salvaged stockpile and/or imported topsoil) and nursery sod to the complete satisfaction of the Contract Administrator and/or property owner affected. The Contractor shall make his own judgement as to whether his forces will strip, salvage and stockpile existing topsoil for reuse or import the required topsoil.

All installed sod shall be watered when/as required by the Contractor to maintain it for a period of sixty (60) days. If the sod is accepted by the Engineer after these sixty (60) days, the responsibility for maintaining the sod will be passed on to the property owner. All installed sod must be rolled and cut in to blend in to match existing grass and back of curb elevations. The Contractor shall prepare and deliver a notice to all affected properties on proper maintenance of newly placed sod. Notices shall be delivered at or near the end of the 60-day Contractor warranty period.



**130. STANDARD ABBREVIATIONS**

The following standard abbreviations may be used in the Contract Documents and the meaning thereof is given herewith:

N.B.C.	-	National Building Code of Canada
C.S.A.	-	Canadian Standards Association
A.S.A.	-	American Standards Association
A.W.W.A.	-	American Water Works Association
A.S.T.M.	-	American Society for Testing Materials
A.I.S.C.	-	American Institute of Steel Construction
C.I.S.C.	-	Canadian institute of Steel Construction
A.C.I.	-	American Concrete Institute
P.C.I.	-	Pre-stressed Concrete Institute
P.C.A.	-	Portland Cement Association
M.T.O.	-	Ministry of Transportation of Ontario
M.O.E.	-	Ontario Ministry of the Environment
O.P.S.S.	-	Ontario Provincial Standard Specification
O.P.S.D.	-	Ontario Provincial Standard Drawing

**131. DUST CONTROL**

The Contractor shall be responsible for the control of all dust nuisances resulting from their operations and if in the opinion of the Contract Administrator, control is necessary, may order the supply of water or calcium chloride at the unit price in the Contract.

**132. FREEZING WEATHER**

During freezing weather, all work shall be adequately protected with straw, tarpaulins or wet steam, or any combination of these methods, as considered necessary by the Contract Administrator. The cost of all such special precautions during freezing weather shall be the Contractor's expense. No payment will be made for frost-ripping regardless of the depth.

**133. CONTRACTOR'S STANDING WITH WORKPLACE SAFETY AND INSURANCE BOARD**

Prior to construction, and prior to the Final Payment Certificate submission, the Contractor shall supply the Contract Administrator with a letter from the Workplace Safety and Insurance Board stating that their firm is in good standing with the Workplace Safety and Insurance Board. This letter shall be in the form of a declaration as provided by the Workplace Safety and Insurance Board.

**134. FIRST AID EQUIPMENT**

The Contractor shall provide and maintain on the site, in a clean orderly condition, completely equipped first aid facilities which shall be readily accessible at all times to all their employees and the Contract Administrator and their staff. The Contractor shall designate certain employees who are appropriately instructed to be in charge of first aid. At least one such employee shall always be available on the site while work is being carried on. A telephone call list for summoning aid, such as doctors, ambulances, pulmotors, and rescue squads from outside sources shall be conspicuously posted.



**135. IRON BAR MONUMENTS**

The Contractor shall take every precaution not to disturb any iron bars or witness post. The Contractor shall provide an Ontario Land surveyor at no expense to the Owner to replace all iron bars and witness posts that have been disturbed by the Contractor's operations. This includes all survey bars, etc. shown or not shown on the Contract Drawings.

**136. COMPLAINTS AND CLAIMS FROM THE PUBLIC**

The Contractor shall assign an employee to investigate all complaints from the public resulting from their work during the course of the project and to immediately rectify any situation from which the public has just cause for complaint. This employee shall keep a diary listing all complaints, the time and date that they were received, and the action taken by the Contractor to rectify the situation. One copy of this diary will be submitted to the Contract Administrator every week. The employee designated by the Contractor to investigate these complaints will be on-site on a full-time basis and will co-operate fully with the Contract Administrator's staff.

The Contractor shall immediately investigate all claims from the public regarding damage to private property. The Contractor shall also notify the Contract Administrator and the property owner in writing if their claim is submitted to the Contractor's Insurance Agent by the Contractor for investigation.



## SECTION 2

### ROADWAY RECONSTRUCTION

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<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
201.	General	RR-1
202.	Clearing, Grubbing and Removals (N/A)	RR-1
203.	Saw Cutting Asphalt Pavement	RR-1
204.	Earth Excavation and Grading	RR-1
205.	Shoulder Granular Base Construction	RR-3
206.	Road Pavement Construction	RR-4
207.	Hot Mix Asphalt Miscellaneous	RR-5
208.	Concrete Curb and Gutter (N/A)	RR-5
209.	Concrete Sidewalk (N/A)	RR-5
210.	Adjust Existing Manholes, Catchbasins, Valve Chambers (N/A)	RR-6



**201. GENERAL**

The work shall consist generally of the supply of all labour, equipment and materials necessary to construct the asphalt roadway, concrete sidewalk and all associated works as shown on the Contract Drawings or as directed by the Contract Administrator.

**202. CLEARING, GRUBBING AND REMOVALS (N/A)**

The Contractor will be responsible for the clearing and grubbing of all trees including stumps as shown on the Contract Drawings including hauling and disposal.

All proposed removals are as shown on the Contract Drawings. The Contractor will be responsible for the loading, hauling and disposal of all materials and structures designated for removal.

This work shall also include the removal and disposal of asphalt pavement necessary. Payment for sawcutting will be made under the appropriate item in the Form of Tender.

Payment for clearing, grubbing and removals shall be lump sum, such amount to be compensation in full for the Contractor's efforts to remove and dispose of all items designated for removal.

**203. SAWCUTTING ASPHALT PAVEMENT**

This work consists of the sawcutting of existing asphalt pavements to allow removal of asphalt for construction of the new asphalt roadway. Sawcutting shall be by approved methods and shall provide a straight clean edge.

Payment for sawcutting shall be at the unit price tendered for the appropriate item in the Form of Tender and shall be compensation in full to complete the sawcutting as shown on the Contract Drawings or as directed by the Contract Administrator.

**204. EARTH EXCAVATION AND GRADING****( i) Site Preparation**

Before proceeding with excavation to the sub-grade of the work, the Contractor shall remove, at their own expense, all the existing rubbish and refuse.

**( ii) Earth Excavation**

Earth excavation shall include the removal of natural soils or fill, of foundation walls or any other artificial work, concrete and/or bituminous pavements and granular material. It is understood that no special remuneration will be paid to the Contractor for excavation in quick-sand, in hardpan, in thin clay-bound layers of strata of stones, in broken and loose schists, in cemented gravels or in any material other than solid ledge rock, and also for the extraction of any boulder without the use of explosives. Where ordered to do so by the Contract Administrator, the Contractor shall excavate below nominal sub-grade depth.





**204. EARTH EXCAVATION AND GRADING (cont'd)****(iii) Excess Excavation**

Should the Contractor excavate below the requirements of the contract documents without the prior written approval of the Contract Administrator, he/she shall not be entitled to any additional remuneration for the resultant additional excavation and fill quantities.

**(iv) Fills**

For any embankment fills required, the Contractor shall use approved material excavated from on-site roadway cuts. All fill materials are to be to the approval of the Contract Administrator prior to their use on the Contract.

Within roadways, the fill shall be placed in successive layers of not more than 150 millimetres in compacted depth, and each layer shall be compacted by rolling. Unless otherwise specified, a minimum degree of compaction shall be 95% Standard Proctor Density.

**(v) Surplus Excavated Material**

Excavated material which is surplus, frozen or deemed unsuitable for use shall be loaded, hauled, dumped and spread by the Contractor in accordance with O.Reg. 406/19. All costs associated with analytical testing, handling, reusing onsite and/or disposal of excess material at disposal locations arranged by the Contractor shall be included in these items. A signed letter from all disposal sites indicating their acceptance of the material must be provided to the Contract Administrator.

Payment shall be per included within the applicable item(s). The Contractor shall include costs related to the analytical testing, tracking and reporting requirements associated with O.Reg. 406/19, including retaining a Qualified Person (QP), as deemed required based on proposed scope of work.

**(vi) Grading and Compaction**

Grading shall include all earthwork and other work necessary to give to the sub-grade the slopes and grades as shown on the drawings. All stones or boulders over 100 millimetres in greatest diameter shall be removed and disposed of, as directed.

All the sub-grade surfaces shall, on completion, be compacted and shaped to the specified grade and cross-section. The finished surfaces shall not deviate more than 30 millimetres from the specified grade and cross-section and shall be compacted to a minimum dry density of 95 per cent of the maximum dry density, as determined by Standard Proctor Tests. The surfaces shall be maintained to these grades and cross-section tolerances, and to a density of not less than that specified, until the sub-grade surfaces are covered with the granular base course.

The Contractor shall compact the roadway sub-grade with equipment approved by the Contract Administrator.



**204. EARTH EXCAVATION AND GRADING (cont'd)****(vii) Stability of the Sub-Grade**

The Contractor is entirely responsible for the stability of the pavement sub-grade, and shall, therefore, take all necessary precautions in the preparation of the pavement sub-grade in order that the future pavement shall be permanently supported.

He/She shall not be relieved of the responsibility imposed by this clause because of soils of poor quality or of trenches or tunnels which have been made at or near the proposed pavement or curb and gutter, prior to the date of calling for tenders, or during the tender period, or during road construction.

**(viii) Protection of the Sub-Grade**

When the sub-grade has been completed, the Contractor shall take the necessary measures to prevent the formation of ruts. Should such ruts occur and should re-rolling of the surface be impossible, then these ruts shall be cleaned, filled with crushed stone and 100% compacted.

**(ix) Measurement and Payment**

Payment for earth excavation and grading shall be included within the respective unit prices tendered in the Form of Tender and shall be compensation in full to complete the work as specified herein and as shown on the Contract Drawings. No separate payments will be made for grading and the construction of embankment fills as specified.

**205. SHOULDER GRANULAR BASE CONSTRUCTION****(i) Description**

This work shall consist of the supply and placing of granular material for the use as base course on shoulders as outlined in the Contract Documents or required by the Contract Administrator. The latest Ontario Provincial Standard Specification No. 314 shall apply and govern except as may be extended or amended herein or in the Special Provisions.

**(ii) Materials**

Granular 'A' and 'B' (Select) material shall conform to the latest O.P.S.S. 1010. Subsection 1010.05.03 is amended by the addition of the following: "Granular 'B' - Select" physical requirements shall conform with "Table I Physical Requirements" Granular 'B' Type I and the following gradation chart:



**205. ROAD GRANULAR BASE CONSTRUCTION (cont'd)**

GRANULAR 'B' SELECT	
SIEVE SIZE	% PASSING
100.0mm	100
37.5mm	65-100
22.4mm	57-90
4.75mm	25-75
1.18mm	10-65
0.300mm	5-35
0.075mm	0-8

**(iii) Construction**

Granular base course materials shall be placed in uniform layers shaped and graded to the lines and dimensions shown on the plans or as directed by the Contract Administrator. Each layer shall be mechanically compacted with equipment approved by the Contract Administrator and the rate of placing granular materials shall be governed by the adequacy of the compaction equipment. All granulars must be compacted to 100% S.P.M.D.D.

Water shall be used as an aid to compaction of granular base course materials as directed by the Contract Administrator. Water shall be applied using approved equipment capable of distributing the water uniformly and with proper shut-off controls.

The whole width of all granular base course materials shall be thoroughly compacted to a minimum of 100% of the maximum Proctor Density as determined by the current Standard Method of Test for "The Compaction and Density of Soils" A.A.S.H.O. Designation T99.

**(iv) Measurement and Payment**

Granular 'A' and Granular 'B' materials shall be measured in tonnes for the amount supplied, placed and compacted as specified herein and to the compacted depths as shown on the Contract Drawings. Payment will be made at the unit price bid per unit of measurement and such payment shall be full compensation for the supply of all labour, equipment and materials necessary to complete the work as specified herein. Water for compaction shall be measured in cubic meters for that amount supplied and applied.

**206. ROAD PAVEMENT CONSTRUCTION**

This work shall consist of aggregate and bituminous material mixed in a central plant and spread and compacted on a prepared roadbed in accordance with the latest edition of the Ontario Provincial Standard Specification for "Hot Mix, Hot Laid Asphaltic Concrete" Form No. 310 and in conformity with the lines, grades and typical cross-sections as shown on the plans or given in the field by the Contract Administrator.



**206. ROAD PAVEMENT CONSTRUCTION (cont'd)**

If the Contractors construction schedule includes asphalt placement after October 31, 2025, the submitted unit price for asphalt placement shall include winter heat charges. The Municipality will not compensate the Contractor for winter heat charges.

**207. HOT MIX ASPHALT MISCELLANEOUS**

This work shall consist of the supply of all labour, equipment and materials necessary to install hand laid mix asphalt for driveways as shown on the Contract Drawings or as directed by the Contract Administrator. Supply and placing of hand laid hot mix asphalt shall be in accordance with OPSS 310. Construction Specification for Hot Mix, Hot Laid Asphaltic Concrete, Hot Mix Patching. All asphalt must be compacted to 97% Marshall Density.

Where disturbed, driveways shall be reconstructed and consist of 200mm Granular 'A' compacted to 100% standard proctor maximum dry density and 50mm HL3 asphalt.

Measurement for payment of Hot Mix Asphalt Miscellaneous will be in tonnes. Payment at the unit price for tender item Hot Mix Miscellaneous shall be compensation in full for all labour, equipment and materials necessary to complete the work as shown on the Contract Drawings and as directed by the Contract Administrator.

**208. CONCRETE CURB AND GUTTER (N/A)**

This work consists of the supply of all labour, materials and equipment necessary to properly construct the concrete curb and gutter in accordance with Ontario Provincial Standard Specification 353 - Concrete Curb and Gutter Systems. The curb and gutter shall be mountable type OPSD – 600.100. Curb shall be dropped as per the OPSD detail at driveway locations, parking lot entrances and where otherwise noted on plans and constructed in accordance with OPSD-351.010. OPSD 600.100 curb shall be installed with 50mm additional width "key/notch" where curb-faced sidewalk is proposed.

Measurement of curb and gutter will be in lineal meters along the gutter line for all curb and gutter installed.

Payment for curb and gutter will be made at the unit price appearing in the Form of Tender and shall be compensation in full for all efforts required to properly construct the curb and gutter. The Granular 'A' base under the curb and gutter will be paid under the tender item for the supply and placing of Granular 'A' within the roadway.

**209. CONCRETE SIDEWALK (N/A)**

This work consists of the supply of all labour, materials and equipment necessary to properly construct concrete sidewalk in accordance with OPSS MUNI.351 - Construction Specifications for Concrete Sidewalk. The concrete sidewalk shall be constructed as designated by the Contract Administrator. The concrete sidewalk shall be constructed to the liens and at the grades indicated on the Contract Drawings or as designated by the Contract Administrator.



**209. CONCRETE SIDEWALK (cont'd) (N/A)**

Concrete sidewalk shall be standard concrete sidewalk (125mm thick along boulevards and 150mm thick along driveways) in accordance with OPSD - 310.010. Sidewalk ramps (OPSD - 310.03) shall be 150mm thick concrete provided where shown on the Contract Drawings or as directed by the Contract Administrator. Sidewalk to be constructed on 150mm Granular 'A' and shall be dropped at locations as noted on the plans.

Measurement for concrete in sidewalk will be by linear meters. Payment at the unit prices appearing in the Form of Tender for the appropriate items shall be compensation in full for all labour, equipment and material required to complete the work as specified.

**210. ADJUST EXISTING MANHOLES, CATCHBASINS, VALVE CHAMBERS (N/A)**

Under this item and for the contract price, the Contractor shall adjust the elevation of the existing manholes or catchbasins to fit the new construction as shown on the Contract Drawings and/or as directed by the Contract Administrator and shall include removal of frame and cover/grate, removal of adjustment bricks/rings, supply and installation of new adjustment units, replacement of frame and cover/grate and parging of the adjustment units both inside and outside. The top of manhole cover shall be set to base asphalt elevation until such time when they are raised for placement of the top lift of asphalt and raised to final elevation. Catchbasin grate shall be set to final elevation.

Section 408.09 of OPSS 408 is amended in that the adjustment to each frame and grate or frame and cover shall be considered a single unit.



## SECTION 3

### SPECIAL PROVISIONS

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<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
301.	Mill Existing Asphalt Surface (40mm), Install 40mm of Asphalt (40mm HL3)	SP-1
302.	Traffic Control	SP-1
303.	Asphalt Cement Payment Adjustment	SP-2
304.	Pre-Construction Site Meeting	SP-2
305.	Geotechnical Report	SP-2
306.	Existing Road Asphalt Thickness	SP-3
307.	Fire Insurance	SP-3
308.	Millings Loading and Disposal	SP-3
309.	Shoulder Upgrades	SP-4



**301. MILL EXISTING ASPHALT SURFACE (40mm) AND INSTALL 40mm OF ASPHALT (40mm HL3)**

The contractor shall mill the existing asphalt surface to a depth of 40mm. All edges of asphalt to remain shall be milled to provide a 500 x 40mm lap joint. The contractor shall taper the ends down so as to provide a smooth transition from existing asphalt surface and the new asphalt surface and to prevent water ponding issues at the transitions. Any excess materials, if any, shall be disposed of by the contractor at an approved disposal site in accordance with Ministry of Environment requirements.

To clarify, the Contractor is required to provide a consistent 2% crossfall across the roadway.

The Contractor must notify the Contract Administrator and Municipality immediately if removal limits must be extended to ensure smooth and gradual tie ins at match points. Contractor must drive the entire project length in each direction to ensure this required smooth asphalt road surface and drivability transition. Any form of uneven cross-fall (waviness) will not be accepted.

All costs associated with handling, reusing onsite and/or disposal of excess material at disposal locations arranged by the contractor shall be included in these items. A signed letter from all disposal sites indicating their acceptance of the material must be provided to the Contract Administrator. The Form of Tender quantities are estimates and will be confirmed during construction.

The unit price tendered for these items will apply to the ultimate construction quantities. Milling joints shall be deemed to be included in the unit rate in the Form of Tender for these items. No additional payment shall be made to the contractor for work described herein the cost of which shall be deemed to have been included in the unit prices of the appropriate items in the Form of Tender.

**302. TRAFFIC CONTROL**

The Contractor shall be fully responsible for the provision of complete traffic control and signage necessary for pedestrian and vehicular safety during construction. Traffic control and signage to be in accordance with the requirement of the Ontario Traffic Control Manual and/or the Municipality of Lambton Shores.

The Contractor shall maintain one lane of flagged traffic (minimum) at all times. The contractor is also responsible for notifying the necessary Municipal Officials, the local Ontario Provincial Police detachment, the local Fire Department, the Lambton County Board of Education, the Separate School Board and the local Ambulance Service a minimum of 24 hours prior to the closing of any road or portion thereof.

No additional payment shall be made to the contractor for work described herein the cost of which shall be deemed to have been included in the unit prices of the appropriate items in the Form of Tender.



**303. ASPHALT CEMENT PAYMENT ADJUSTMENT**

The Contract Administrator shall make an Asphalt Cement Payment Adjustment to reflect OHMPA formula which states:

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted into the work during the month for which it is established. The payment adjustment for the month will be calculated by the following:

1. When AC Prices are Rising by more than a \$15.00/tonne difference: the payment adjustment to be paid to the Contractor is the result of subtracting the latest published price index when the tender closed from the price index in effect when paving took place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mix as determined by the job mix formula. If the answer is negative, no adjustment is made.
2. When AC Prices are Falling by more than \$15.00/tonne difference: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving took place, plus \$15.00 float from the latest published price index when the tender closed, multiplied by the number of tonnes PGAC incorporated in the mix as determined by the job mix formula.

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity of the escalation/de-escalation will be calculated using the hot mix quantity accepted into the work and its corresponding asphalt cement content as required by the job mix formula.

A mark up on the Payment Adjustment will not apply to the asphalt Cement Payment Adjustment.

Payment adjustment may result in additional compensation to the Contractor or a rebate to the Owner.

The Municipality of Lambton Shores will not compensate the General Contractor for any mark-ups above the calculated A/C adjustment.

**304. PRE-CONSTRUCTION SITE MEETING**

Following Contract Award, a pre-construction site meeting will be held with Municipality of Lambton Shores, Spriet Associates, and Contractor personnel to review proposed site limits, review and confirm proposed road upgrades, and clearly delineate and confirm exact limits of asphalt replacement.

**305. GEOTECHNICAL REPORT**

A geotechnical report has not been prepared for this project.





**306. EXISTING ROAD ASPHALT THICKNESS**

The Municipality does not have detailed information regarding the thickness of existing asphalt. However, Contractors can assume the existing asphalt composition includes 3 lifts of high class bituminous material.

**307. FIRE INSURANCE**

Fire Insurance is not required. Contractors can disregard General Condition No. 22.

**308. MILLINGS LOADING AND DISPOSAL**

The Contractor must salvage all asphalt roadway millings and deliver to the Municipality Public Works Depot Yard (9575 Port Franks Road, Thedford ON N0M2N0). Delivery of the millings must be coordinated with the Municipality.

**309. SHOULDER UPGRADES**

The Contractor shall excavate the upper 230mm of existing gravel shoulder and replace with 150mm of Granular 'A' material. Where native granular material is deemed suitable by a Geotechnical Engineer and/or Contract Administrator, it may be salvaged for reuse as shoulder base material. Where native granular material is deemed unsuitable or insufficient, imported Granular 'A' material shall be used.

Shoulder Granular 'A' material (salvaged and/or imported) shall be graded to provide a minimum crossfall of 3% and compacted to 100% standard proctor maximum dry density.

The proposed shoulders shall be 2.5 meters wide and paved with two (2) 40mm thick lifts of HL3 asphalt as per OPSS 310. The Contractor shall note in many areas, the existing gravel shoulders are approximately 2.5 meters wide. However, in areas where the existing gravel shoulders exceed 2.5 meters in width, the Contractor shall only supply and place HL3 asphalt, as outlined to a width of 2.5 meters. The Contractor shall note the existing gravel shoulders at Enterprise Drive are approximately 1 meter to 1.5 meters wide and shall be reconstructed to their pre-construction existing width.



**GENERAL CONDITIONS**

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## 1. DEFINITIONS

- (a) The Contract Documents shall consist of the Signed Agreement, the General Conditions of Contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of the Agreement.
- (b) The Owner, the Contractor and the Engineer are those named as such in the Agreement. They are treated throughout the Contractor Documents as if each were of the singular number and masculine gender.
- (c) Wherever in this Contract the word "Engineer" is used it shall be understood as referring to the Engineer of the Owner, acting personally or through any assistants duly authorized in writing for such act by the Engineer.
- (d) The term "Sub-Contractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the general contract, and a person, firm or corporation furnishing material called for in the general contract and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.
- (e) The term "other Contractor" means any person, firm, or corporation employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.
- (f) The law of the location of the work shall govern the construction under this contract.

## 2. DOCUMENTS

The contract documents shall be signed in triplicate by the Owner and Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labour and materials reasonably necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, section or trade in the specifications shall be supplied unless distinctly so noted on the drawings. Descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized standards. Should the specifications conflict with the drawings, the specifications shall govern.

In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern. All drawings and specifications shall be interpreted in conformity with the Agreement and these General Conditions which shall govern.

## 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer shall furnish as necessary for the execution of the work additional instructions, by means of drawings or otherwise. All such additional instructions shall be consistent with the contract documents. The work shall be executed in conformity therewith and the Contractor shall do no work without such additional instructions.



**3. DETAIL DRAWINGS AND INSTRUCTIONS (cont'd)**

In giving such additional instructions, the Engineer shall have authority to make minor changes in the work, not inconsistent with the Contract. If either the Contractor or the Engineer so requests they shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Engineer shall furnish them in accordance with this schedule; and on like request, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.

**4. COPIES FURNISHED**

In addition to the signed triplicates of the contract documents the Engineer shall furnish to the Contractor, without charge to him/her, as many copies of all drawings and specifications as are reasonably necessary for the proper execution of the work.

**5. SHOP DRAWINGS**

The Contractor shall furnish to the Engineer, at proper times, all shop and setting drawings or diagrams which the Engineer may deem necessary in order to make clear the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Engineer may require consistent with the contract, and shall submit sufficient copies of the revised prints to the Engineer for approval, all but one of which shall be returned to the Contractor if approved by the Engineer. When submitting such shop and setting drawings the Contractor shall notify the Engineer in writing of changes made therein from the Engineer's drawings or specifications. The Engineer's approval of such drawings or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineer's drawings or specifications not covered by the Contractor's written notification to the Engineer. All models and templates submitted shall conform to the spirit and intent of the contract documents.

**6. DRAWINGS AND SPECIFICATIONS OF THE WORK**

The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and to their representatives.

**7. OWNERSHIP OF DRAWINGS AND MODELS**

All drawings, specifications, and copies thereof and all models furnished by the Engineer are their property. They are not to be used on other work, and, with the exception of the signed contract set of the drawings and specifications, are to be returned to him/her on request on the completion of the work. Any models furnished by the Contractor or the Owner are the property of the Owner.

**8. SAMPLES**

The Contractor shall furnish for the Engineer's approval such samples as he may reasonably require. The work shall be in accordance with approved samples.



**9. MATERIAL TESTS AND MIX DESIGNS**

The Contractor shall furnish for the Engineer's approval such material tests and mix designs as he/she may reasonably require. The cost of providing the foregoing beyond the extent called for in the specifications shall be charged to the Owner. The work shall be in accordance with approved material tests and mix designs.

**10. ENGINEER AND CONTRACTOR**

The Engineer shall have general supervision and direction of the work, but the Contractor shall have complete control, subject to Section 13, of their organization. The Engineer is, in the first instance, the interpreter of the contract and the judge of its performance; he/she shall use their powers under the contract to enforce its faithful performance by both the parties hereto. In case of the termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Engineer whose status under the Contract shall be that of the former Engineer.

**11. THE ENGINEER'S DECISIONS**

The Engineer shall decide on questions arising under the contract documents, whether as to the performance of the work or the interpretation of the specifications and drawings; but should the Contractor hold such decisions to be at variance with the contract documents, or to involve changes in work already built, fixed, ordered or in hand in excess of the contract, or to be given in error, he/she shall notify the Engineer before proceeding to carry them out. In the event of the Engineer and the Contractor failing to agree as to such change or error and the Engineer deciding to carry out such disputed work, the Contractor shall act according to such decision, any question of excess of cost due to the aforesaid cause being decided by arbitration in the manner hereinafter provided in Section 41.

**12. SUB-SURFACE CONDITIONS**

In the event that during the execution of the work sub-surface conditions at the location of the work are found to differ materially from those indicated in the contract documents or otherwise represented in writing by the Owner or Engineer to the Contractor then the Contractor shall promptly notify the Engineer in writing of such conditions. The Engineer shall promptly investigate such conditions and if he/she finds that they differ materially and will result in an increase or decrease in the cost of or time required for performance of this contract an equitable adjustment shall be made between the parties and the contract modified in writing accordingly. If the parties fail to agree, the dispute shall be determined by arbitration as provided for in Section 31 hereof.

**13. SUPERINTENDENCE**

The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in their employ. The superintendent shall represent the Contractor in their absence and directions on minor matters given to him/her shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the work, using their best skill and attention.



**14. MATERIALS, APPLIANCES, EMPLOYEES**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all materials shall be new. Both workmanship and materials shall be of the quality specified. The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

**15. INSPECTION OF WORK**

The Owner or the Engineer on their behalf and their representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the specifications, the Engineer's instructions, the laws, or the ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date and time fixed for such inspection. Inspections by the Engineer shall be promptly made. If any such work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and made good at the Contractor's expense. Re-examination of quoted work may be ordered by the Engineer. If such work be found in accordance with the contract, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract, through the fault of the Contractor, the Contractor shall pay such cost.

**16. REJECTED WORK AND MATERIALS**

All materials which do not conform to the requirements of Contract Documents or are not equal to samples approved by the Engineer shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or by any act or omission of the Contractor shall be removed within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor at their expense.

If the Contractor does not remove such condemned materials or work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**17. DEDUCTIONS OF UNCORRECTED WORK**

If in the opinion of the Engineer it is not expedient to correct defective work or work not done in accordance with the contract documents the Owner may deduct from the contract price the difference in value between the work as done and that called for by the contract, the amount of which shall be determined in the first instance by the Engineer.



**18. CORRECTION AFTER FINAL PAYMENT**

Neither the final certificate nor payment thereunder, nor any provision in the contract documents shall relieve the Contractor from responsibility for faulty materials or workmanship, which appear within a period of one year from the date of substantial completion of the work, and he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which appear within such period of one year. The Owner shall give notice of observed defects promptly. Questions arising under this Section shall be decided as provided in Sections 11 and 41.

**19. EMERGENCIES**

The Engineer has authority to stop the progress of the work whenever in their opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life, or of the structure, or of adjoining property, he/she has authority to make such changes and to order, assess and award the cost of such work extra to the contract or otherwise as may in their opinion be necessary.

**20. PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain continuously adequate protection of all their work from damage and shall take all reasonable precautions to protect the Owner's property from all injury arising in connection with this contract. He/She shall make good any damage or injury to their work and to the property of the Owner resulting from the lack of reasonable protective precautions. He/She shall not be responsible, however, for any damage or injury to their work and to the property of the Owner which may be directly due to errors in the contract documents or caused by the Owner, their agents or employees, provided the Contractor has taken reasonable protective precautions. He/She shall adequately protect adjacent property as required by law and the contract documents.

**21. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall maintain such insurance or pay such assessments as will protect him/her and the Owner from claims under Workers' Compensation Acts and from any other claims for damages for personal injury, including death, and from claims for property damage which may arise from their operations under this contract. Certificates of such Insurance shall be filed with the Owner or the Engineer on their behalf and shall be subject to their approval as to adequacy of protection. Such Insurance shall be maintained until the Engineer certifies that the work is complete.

**22. FIRE INSURANCE**

The Contractor shall maintain and pay for fire insurance, with standard supplemental risks endorsement, in the joint names of the Owner and the Contractor totalling not less than 80% of the total value of the work done and material delivered on the site, so that any loss under such policies of insurance will be payable to the Owner and the Contractor as their respective interests may appear, and he shall furnish duplicates of all such policies to the other party hereto. Should a loss be sustained, the Contractor shall act on behalf of the Owner and himself/herself for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been completed the Contractor shall repair the damage and complete the work and shall be entitled to receive from the Owner in addition to the contract price, the amount at which the Owner's interest has been appraised in the adjustment, to be paid to the Contractor as the work of restoration proceeds and in accordance with the Engineer's certificates.





**22. FIRE INSURANCE (cont'd)**

Damage shall not affect the rights and obligations of either party under the contract except as aforesaid and except that in such event the Contractor shall be entitled to such reasonable extension of time for the performance of the work as the Engineer may decide. Ten (10) days after the Engineer has given the Owner and the Contractor notice in writing that the work is substantially complete and ready for occupancy, the obligation of the Contractor (if any) to maintain insurance shall cease and the Owner shall assume full responsibility for insuring the whole work against such loss or damage.

**23. GUARANTY BONDS**

The Owner shall have the right to require the Contractor to furnish bond covering the faithful performance of the contract including the corrections after final payment provided for in Section 18 hereof, and the payment of all obligations arising under the contract, in such forms as the Engineer may prescribe and with such sureties as he/she may approve. If such bond is required by written instructions given previous to the receipt of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

**24. CHANGES IN THE WORK**

The Owner, or the Engineer, without invalidating the contract, may make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of order of such change.

**25. APPLICATIONS FOR PAYMENTS**

The Contractor shall submit to the Engineer an application for each payment, itemized in such form and supported by such evidence as the Engineer may direct showing this right to the payment claimed.

**26. CERTIFICATES AND PAYMENTS**

If and so often as the Contractor has made application for payment by submitting to the Engineer the invoice, the Engineer shall, within ten (10) days of receipt of the application, approve the account for payment or advise the Contractor promptly in writing why the account is amended or disapproved. Such approval may provide for holdbacks sufficient to protect the Owner against all liens and may be withheld if the Engineer has received information that payments due to sub-contractors have not been made.

No payment made to the Contractor and no partial or entire use or occupancy of the work by the Owner shall be construed as an acceptance of any work or material not in accordance with their contract. The issuance of the final certificate shall constitute a waiver of all claims by the Owner otherwise than under Sections 18 and 27 of these conditions and the acceptance of such final certificate by the Contractor shall constitute a waiver by him/her of all claims except those previously made and still unsettled if any. Should the Owner fail to pay the sum named in any certificate of the Engineer or in any award by arbitration, upon demand when due, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the rate of 7.5%.





**27. LIENS**

Neither the final payment nor any part thereof shall become due until the Contractor, if required, for good and sufficient reason, shall obtain and deliver to the Owner a complete release of all liens arising out of this contract (other than their own) but the contractor may, if any sub-contractor refuses to furnish a release of such a lien, furnish a bond satisfactory to the Owner to indemnify him/her against any claim under such lien.

**28. PERMITS, NOTICES, LAWS AND RULES**

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the work (but this shall not include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety and if the specifications and drawings are at variance therewith any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

**29. PATENT FEES**

The Contractor shall pay all royalties and licence fees and shall save the Owner harmless from loss on account of suits or claims which may arise by reason of the work for infringements of patents in force at the time of signing of the contract documents.

**30. USE OF PREMISES**

The Contractor shall confine their apparatus, the storage of materials and the operations of their workmen to limits indicated by law, ordinances, permits or directions of the Engineer and shall not unreasonably encumber the premises with their materials. The Contractor shall not load or permit to be loaded any part of the structure with a weight that in the opinion of the Engineer will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoking.

**31. CLEANING UP**

The Contractor shall at all times keep the subject matter of the work free from accumulations of waste material or rubbish resulting from their operations, and at the completion of the work the Contractor shall remove all their rubbish and all their tools, equipment and surplus materials and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost as the Engineer shall determine to be just.

**32. DELAYS**

If the Contractor, through no fault or neglect on their part, is delayed in the completion of the work by any act or neglect of the Owner, Engineer or other Contractor, or any employee of any one of them, or if the Contractor is delayed in the completion of the work by changes ordered in the work, or by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended by a recognized contractors' association for its members of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties or without limitation to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the time for completion shall be extended. All such



**32. DELAYS (cont'd)**

extensions of time for performance shall be for a period of time equal to the time lost due to such delays and for such an additional period of time, if any, as may be approved by the Engineer provided that in order to obtain an extension of time for completion the Contractor shall notify the Engineer within seven (7) days of any occurrence which in the Contractor's opinion entitles him/her to an extension of time for completion except in the case of a continuing occurrence where one notice will be sufficient. In addition and without limit to the foregoing the time of completion shall be extended because of any cause whatsoever within the Contractor's control which the Engineer shall decide as justifying a delay for such reasonable time as the Engineer may decide.

**33. OWNER'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner after three (3) days' written notice to the Contractor, may without prejudice to any other remedy he/she may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided however, that the Engineer shall approve both such action and the amount charged to the Contractor.

**34. OWNER'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged as bankrupt, or is he/she should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency or if he/she should, except in cases recited in Section 32, refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Engineer to supply additional workmen or materials, or if he/she should fail to make prompt payment to sub-contractors or for material or labour, or persistently disregard laws, ordinances or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract, then the Owner, upon the certificate of the Engineer that sufficient case exists to justify such action, may, without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he/she may deem expedient, but without undue delay or expense. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation to the Engineer for their additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, shall be certified by the Engineer.

**35. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

The Contractor may suspend work or terminate the contract upon seven (7) day's written notice to the Owner and the Engineer for any of the following reasons:

- (a) If an order of any court, or other public authority caused the work to be stopped or suspended for a period of thirty (30) days through no act or fault of the Contractor or their employees.



**35. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT (cont'd)**

- (b) If the Engineer should fail to act upon any request for payment within twenty (20) days after it is presented in accordance with the General Conditions of the Contract.
- (c) If the Owner should fail to pay in full the amount of the Request for Payment approved by the Engineer within twenty (20) days after the time established in the Contract.
- (d) If the Owner should fail to pay the Contractor the amount of an award within twenty (20) days after its award by arbitrators.

Upon suspension of the work or termination of the contract by the Contractor for any of the above reasons, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

**36. DAMAGES AND MUTUAL RESPONSIBILITY**

If either party to this contract should suffer damage in any manner because of any wrongful act or neglect of other party or of anyone employed by him/her then he/she shall be reimbursed by the other party for such damage. Claims under this paragraph shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration, and the party reimbursing the other party as aforesaid shall thereupon be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party. Should the Contractor cause damage to any other Contractor on the work, the Contractor agrees upon due notice to settle with such other Contractor by agreement or arbitration, if he/she will so settle.

If such other Contractor sues the Owner on account of any damage alleged to have been so sustained the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense and if any final order or judgement against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner. Provided that if the Contractor becomes liable to pay or satisfy any final order or judgement against the Owner then the Contractor shall have the right upon undertaking to indemnify the Owner against any and all liability for costs, to appeal in the name of the Owner such final order or judgement to any and all courts of competent jurisdiction.

**37. OTHER CONTRACTS**

The Owner reserves the right to let other contracts in connection with the undertaking of which the work is a part and the Contractor shall connect properly and co-ordinate their work with that of other Contractors. If any part of the Contractor's work depends for its proper execution or result upon the work of any other Contractor, the Contractor shall in writing report promptly to the Engineer any defects in the work of such other Contractor as may interfere with the proper execution of the Contractor's work. Should the Contractor fail so to inspect and report he/she shall have no claim against the Owner by reason of the defective or unfinished work of any other Contractor except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's work. In letting separate contracts the Owner shall take all precautions reasonably possible to avoid the possible occurrence of a labour dispute or disputes on the work.



**38. ASSIGNMENT**

Neither party to the Contract shall assign the Contract without the written consent of the other.

**39. SUB-CONTRACTS**

The Contractor shall, if required, at the time of signing the contract, notify the Engineer in writing of the name of sub-contractors proposed for the principal parts of the work and for such others as the Engineer may direct and shall not employ any to whom the Engineer may reasonably object. If the change of any name on such list is required by the Engineer, and the work has to be awarded to a higher bidder, the contract price shall be adjusted accordingly by the difference between the two bids. The Engineer, shall, on request, furnish to any sub-contractor, wherever practicable, evidence of the amounts certified to on their account. The Contractor shall be held as fully responsible to the Owner for the acts and omissions of their sub-contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him/her. In their view of this responsibility for the acts and omissions of sub-contractors, the Contractor shall not be obliged to employ as a sub-contractor any person or firm to whom he/she reasonably objects. Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Owner.

**40. RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR**

The Contractor agrees to bind every sub-contractor by the terms of the General Conditions, Drawings and Specifications, as far as applicable to their work.

**41. ARBITRATION**

In the case of any dispute between the Owner or the Engineer on their behalf, and the Contractor during the progress of the work, or afterwards, or after the determination or breach of the Contract as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third who shall be their chairman. The decision of any two or three arbitrators shall be final and binding upon the parties who covenant that their disputes shall be so decided by arbitration alone and not by recourse to any court by way of action at law, provided that in the event of there being no majority decision then the decision of the chairman shall be final and binding upon the parties. However, if within a reasonable delay the two arbitrators appointed by the parties do not agree upon a third or a party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default, or both such arbitrators may, upon simple petition of the party not in default, be appointed by a Judge of the Supreme Court or of a Superior Court of the Province of Ontario.

When the Owner or the Contractor applied for an arbitration, the application shall not be entertained until security to the amount of \$10,000.00 has been deposited by the applicant with the Engineer to apply to the cost of the arbitration. In case of a balance remaining to the credit of the Contractor, according to the certificates of the Engineer, the same may be received on account of the said security to apply to the cost of arbitration. Arbitration proceedings shall not take place until after the completion or alleged completion of the work except



**41. ARBITRATION** (cont'd)

- (a) on a question of certificate for payment, or
- (b) in a case where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available. The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrators may decide.



## FIGURES



FIGURE 1

HIGHWAY 21 FROM AMTELECOM PARKWAY TO NORTHERLY LIMIT – ROADWAY UPGRADES





FIGURE 2

HIGHWAY 21 FROM AMTELECOM PARKWAY TO NORTHERLY LIMIT – SHOULDER UPGRADES





**REQUEST FOR TENDER SUBMISSION  
COVER PAGE**





THE MUNICIPALITY OF

**LAMBTON SHORES**

# **REQUEST FOR TENDER**

**CONTRACT NUMBER:**

**NAME OF RFT:**

**SUBMITTED BY:**