Corporation of the County of Prince Edward

County Road 29
Consecon Bridge
Barrier Repairs

Contract No.: 2020-EDW-65

County Road 29 Bridge, located on County Road No. 29 in the center of Consecon

Tender Close Date: August 18, 2020
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APPENDIX A: CONTRACT DRAWINGS
INFORMATION FOR TENDERERS

1. DEFINITIONS AND INTERPRETATION

Definitions:

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

a) ALTERNATIVE means a choice of things, each being fully compliant.

b) BIDDER’S LIST means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.

c) MUNICIPALITY means THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and includes its successors and assigns.

d) CONTRACT means the agreement to be entered into between the CONTRACTOR and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIAL and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements and MATERIAL that could be reasonably required to properly and satisfactorily supply the EQUIPMENT, MATERIAL AND/OR SERVICES.

e) SUPPLIER and/or SUPPLIES means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIAL AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, SUPPLIERS and supplies.

f) EQUIPMENT, MATERIAL means all goods, MATERIAL, articles, EQUIPMENT, as described in the Terms of Reference attached to this TENDER and acquired through the inclusion of such EQUIPMENT, MATERIAL in a schedule to the CONTRACT from time to time throughout the term of the CONTRACT.

g) IMPROPER means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.

h) BIDDER(S) means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.

i) TENDER(S) means the BIDDER’S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to
the method of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES or to the quantities as shown to be furnished under the CONTRACT.

j) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.

k) **SERVICES** means the services as required and described, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIAL as described in the Terms of Reference of this TENDER and the Schedule of Prices of this TENDER.

l) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

**Interpretation:** The following rules of interpretation apply:

a) The term ‘best value’ means the most cost efficient and effective manner of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES in the sole and unfettered opinion of the MUNICIPALITY.

b) Where any mention is made to the masculine gender in any part of this TENDER or the CONTRACT, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.

c) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.

d) The words “shall”, “will”, and “must” used in this TENDER denote imperative.

e) The word “may” used in this TENDER denotes permissive.

f) The word “and” is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word “or” is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the work “or” may also be an inclusive conjunction having the same meaning as the word “and”.
2. **TENDERERS TO INVESTIGATE**

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

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

3. **AWARD OF THE CONTRACT**

The award of this Contract is expected to be such that construction can be completed by the specified completion date and is subject to the approval of The Corporation of the County of Prince Edward. The County reserves the right to reject the tender of any bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the work in the specified time should such evidence be requested. The lowest or any tender may not be accepted.

4. **UTILITIES**

The attention of the Tenderer is drawn to the presence of underground utilities, utility pole lines and overhead wires adjacent to and/or on this contract. Information on the location, and/or protection thereof of the pole lines and/or the underground utilities, may be obtained from the Utility Companies concerned.

5. **FEDERAL AND PROVINCIAL TAXES**

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

6. **GENERAL CONDITIONS**

The General Conditions for this CONTRACT shall be the current Ontario Provincial Standards – General Conditions of Contract. Each Contractor shall be responsible for obtaining a current set of these General Conditions at his own cost. Any amendments thereto shall be contained in the Contract Special Provisions.

7. **CONTRACT / INTENT**

The intent of this TENDER is to secure a qualified Contractor to undertake the construction of the bridge and road related rehabilitation and associated works for the Corporation of the County of Prince Edward, in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this TENDER.
8. **TENDER DELIVERY & OPENING**

a) TENDERS made on the forms provided must be submitted in a sealed package, clearly marked and must be submitted to the following address to the attention of the following individual **prior to 2:00 p.m., Local Time, August 18, 2020** (the “deadline for submission”). TENDERS must be time-stamped at the location below to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Finance Department – Shire Hall  
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
332 Main Street  
Picton, ON  
K0K 2T0

**DELIVERY OF TENDER SUBMISSIONS - COVID-19 PROCEDURES**

*In the event that our facilities have not re-opened at the scheduled closing date/time, the following protocol will replace that described in the document.*

A drop off area will be established in the main foyer at Shire Hall on the first floor between 10 a.m. and 2 p.m. on the closing date. When dropping off a tender or proposal please ring the front door bell and a staff member will accept your package in a sealed envelope and then immediately you will exit the building. Envelopes will be received, time and date stamped. Attendees will not be permitted to remain inside the building either leading up to the 2 o’clock deadline or afterwards. All results will be sent to all those who registered.

*This process will only take effect if we cannot re-open our facilities to the public*

b) Any TENDERS received after the deadline for submission will be considered as non-compliant and will be returned unopened. In the event that the TENDER is too large for an envelope, the TENDER shall be sealed in a carton clearly marked with the CONTRACT number and description.

c) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.

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

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

d) **Note:** Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery, secure site or otherwise, are not acceptable.
e) The onus unequivocally remains with the BIDDER to ensure that TENDERS are delivered to the specified location, by the deadline for submission, in accordance with the submission instructions. Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted TENDERS by telephone, fax or electronically will not be considered.

f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, not for the CONTRACT negotiations whether they are successful or unsuccessful.

g) TENDERS will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 3rd Floor, Picton, Ontario and BIDDERS are invited to attend.

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

9. **TENDER SUBMISSION**

a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.

b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Items & Prices. Failure to do so may result in the incomplete TENDER being rejected.

c) If a TENDER does not conform in every detail with the requirements included in this TENDER the BIDDER is required to explain the deviation in the TENDER.

d) All TENDERS must be made upon the Form of TENDER attached to this TENDER

e) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.

f) TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
g) None of the conditions contained on the BIDDER’S standard or general conditions or sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.

h) Any erasures or corrections to a TENDER must be initialed or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.

i) If after reading the TENDER, your organization does not wish to submit a TENDER, **do not forward the TENDER document to another organization.**

10. **INQUIRY**

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

Chris Bent, P.Eng.
Jewell Engineering Inc.
1-71 Millennium Parkway
Belleville, ON
K8N 4Z5
e-mail: chris@jewelleng.ca

b) If during the period prior to submission of TENDERS, the MUNICIPALITY determined, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.

c) **BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER’S LIST.** If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITIES choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.

d) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. **The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared.** Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.

e) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER’S ultimate responsibility to ensure all addenda have been received.
f) All references to BIDDER include all staff from the proposing organization as well as all SUB-CONTRACTORS that the proposing organization may hire to supply EQUIPMENT, MATERIAL AND/OR SERVICES.

11. TENDER CONTENT

TENDERS will be deemed complete if they include:

a) A completed Memorandum of Agreement;

b) A completed and executed Form of Tender;

c) A completed Schedule of Items & Prices form;

d) A completed Reference Information form;

e) A completed Contractor’s Acknowledgement of Traffic Control form;

f) A completed Contractor’s Acknowledgement of Health and Safety Requirements form;

g) A completed Accessible Customer Service Training form;

h) A completed List of Sub-Contractors form;

i) Sufficient Bid Deposit;

j) Agreement to Bond/Letter of Credit;

k) Signed copies of any Addenda that have been issued.

If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.

12. TENDER EVALUATION

TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

a) TENDER quality: including organization, clarity, completeness, content and presentation;

b) BIDDER experience in similar or related projects as well as their experience with government bodies.

13. ACCEPTANCE OF TERMS

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

14. REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the TENDER by The Corporation of the County of Prince Edward, the Bidder is required to submit the following documentation in a form satisfactory to The
Corporation of the County of Prince Edward for execution within ten (10) days after being notified in writing to do so by The Corporation of the County of Prince Edward:

a) Certificate of Clearance from Workers Compensation Board;

b) 100% Performance Bond and 100% Labour and Materials Bond or alternate security as provided by the County’s Standard Terms and Conditions of this Contract.

c) Evidence of General Liability, Automobile, Equipment, Public Liability and Damage insurance.

If any of the TENDER and deposit requirements have not been met, the TENDER will be rejected.

The Corporation of the County of Prince Edward has the right to accept a TENDER and waive what it considers to be minor deviances from the mandatory requirements and acceptable format.
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE

a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavor to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the Contractor to execute the CONTRACT.

b) The CONTRACT shall consist of and have priority in the following order:

i) The Purchase Order and/or Supply Contract;
ii) The TENDER;
iii) And the SUPPLIER’S TENDER.

c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY’S Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.

d) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, THAT THE tender REPRESENTING THE LOWEST total acquisition cost WILL BE SELECTED OR PREFERRED. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in this TENDER.

e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITIES sole and unfettered discretion, if in so doing, the best interest of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.

f) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

g) All TENDERS shall be irrevocable for seventy (70) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS. The tender award will be subject to receipt of all necessary approvals, including Navigable Waters approval from Transport Canada.
h) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.

i) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.

j) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.

k) The MUNICIPALITY reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the MUNICIPALITY reserves the right to consider, some or all of the following factors:

1. the general reputation of the Contractor;
2. any prior experience the County has had with the Contractor;
3. the financial status and strength of the Contractor;
4. the previous experience of the Contractor in this area;
5. any previous experience between the Contractor and other municipalities;
6. the proposed schedule of the Contractor;
7. the Owner’s determination of the ability of the Contractor to deliver the work to quality and standards required and within the time frames and in the quantities; and
8. any other factors that the Owner believes reasonably impact on the Contract and the ability to complete the Contract to the full satisfaction of the Owner.

l) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every Contractor, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this Contract.
2. PURCHASING BY-LAW

a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITIES Purchasing By-law and Procedures (copy available upon request). By submitting a TENDER each BIDDER agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this TENDER. A copy of The Corporation of the County of Prince Edward’s Purchasing By-law can be retrieved from the County’s web-site: www.pecounty.on.ca.

b) No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

3. BIDDER ELIGIBILITY

a) BIDDERS must meet the MUNICIPALITY’S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY.

i) proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
ii) proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
iii) adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT; or
iv) evidence of sufficient general liability and up-to-date clearance issued by the W.S.I.B. (Workers Safety Insurance Board).

b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.

c) This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

4. ASSIGNMENT

a) The Contractor shall not assign the CONTRACT (or any portion of it) without the proper written consent of the MUNICIPALITY.

b) It is understood and agreed that the BIDDER will be an independent Contractor and that all services will be performed by the employees or agents of the Contractor. Sub-contracting agreements made by the Contractor will not release the Contractor from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium TENDERS must have one prime Contractor who
will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Contractor’s partners, SUB-CONTRACTOR or suppliers in the event the prime Contractor defaults on its responsibilities. The prime Contractor must communicate such to its partners, SUB-CONTRACTORS and suppliers. The prime Contractor must also provide the MUNICIPALITY with a written statement outlining function components that the sub-Contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-CONTRACTORS.

5. **INDEMNIFICATION**

   a) The Contractor agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the Contractor also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the Contractor’s failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT, MATERIAL AND/OR SERVICES to be performed or rendered by the Contractor, pursuant to the CONTRACT.

   b) The Contractor shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the equipment, material (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6. **CHARACTER OF WORKERS**

   a) The reference to “workers” refers to workers of the Contractor and its SUB-CONTRACTORS (if any), and includes Corporate Officers.

   b) The Contractor agrees to employ only orderly, competent, and skillful workers. Whenever the MUNICIPALITY informs the Contractor in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY’S written consent.

7. **PROJECT SITE WORKING CONDITIONS**

It is the BIDDER’S responsibility to investigate the sites and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.
8. **PATENTS AND COPYRIGHTS**

a) The Contractor shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the EQUIPMENT, MATERIAL (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers’ fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.

b) The Contractor shall pay all royalties and patent license fees required for the EQUIPMENT, MATERIAL.

9. **ERRORS AND OMISSIONS OF THE CONTRACTOR**

Errors, mistakes, or omissions made by the Contractor, its agents, employees, or workmen shall be rectified by the Contractor at its sole expense.

10. **QUANTITIES**

a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.

b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

11. **DISCLOSURE**

a) Submissions of TENDERS as a result of this TENDER are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

b) Release of information contained in the TENDER may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.

c) All requests for information must be made in writing and submitted to the MUNICIPALITY’S Clerk.

d) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

12. **WITHDRAWAL OR QUALIFYING OF TENDERS**

a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to
the FINANCE DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.

b) The envelope shall include the following information: BIDDER’S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.

c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall ‘withdraw’ its previous submission in accordance with the withdrawal procedures outlined below.

d) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.

e) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY’S FINANCE DEPARTMENT by letter, fax, e-mail or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY’S Purchasing By-law.

13. **CONTRACT CANCELLATION**

1. The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT, MATERIAL AND/OR SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the SUPPLIER shall negotiate a settlement.

2. The MUNICIPALITY shall not be liable to the Contractor for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the Contractor fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

14. **LAWS AND REGULATIONS**

The Contractor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The Contractor shall be responsible for ensuring similar compliance by its suppliers and SUB-CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.
15.  DEFAULT BY CONTRACTOR

   a)  If the Contractor commits any act of bankruptcy, or if a receiver is appointed on
       account of its insolvency or in respect of any of its property, or if the Contractor
       makes a general assignment for the benefit of its creditors; then, in any such
       case, the MUNICIPALITY may, without notice, terminate the CONTRACT.

   b)  If the Contractor fails to comply with any request, instruction or order of the
       MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently
       disregard statutes, regulations, by-laws or directives or relevant authorities related to
       the EQUIPMENT, MATERIAL AND/OR SERVICES; or fails to prosecute the
       EQUIPMENT, MATERIAL AND/OR SERVICES with skill and diligence; or
       purports to assign or sublet the CONTRACT or a portion of it without the
       MUNICIPALITY’S written consent; or refuses to correct defective EQUIPMENT,
       MATERIAL AND/OR SERVICES; or is otherwise in default in carrying out its part
       of any of the terms, conditions and obligations of the CONTRACT; then, in any such
       case, the MUNICIPALITY may, upon expiration of ten days from the date of written
       notice to the Contractor, terminate the CONTRACT.

3.  Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b)
    above, shall be without prejudice to any other rights or remedies the
    MUNICIPALITY may have.

d)  If the MUNICIPALITY terminates the CONTRACT, it is entitled to:

   i)  withhold any further payment to the Contractor until the completion of the
       MATERIAL OR SERVICES and the expiry of all obligations under the
       CONTRACT; and

   ii) recover from the Contractor any loss, damage and expense incurred by the
       MUNICIPALITY by reason of the SUPPLIER’S default (which may be
       deducted from any monies due or becoming due to the Contractor.

16.  SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If
samples are requested after opening of TENDERS, they shall be delivered within three
(3) working days following request, unless additional time is granted. Samples must be
submitted free of charge and will be returned at the BIDDER’S expense, if so requested,
provided they have not been destroyed by tests, or provided they are not required for
comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any
such acceptance shall in no way be construed to imply relief of the Contractor from its
obligations under the CONTRACT.

17.  ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of
this TENDER. While the MUNICIPALITY has used considerable effort to ensure an
accurate representation of information in this TENDER, the information contained in the
TENDER is supplied solely as a guideline for BIDDERS. The information is not
guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily
comprehensive or exhaustive.

18. **AT TIME OF CONTRACT EXECUTION**

i) **Workplace Safety & Insurance Board**

Before the execution of the Contract, and before receiving payments, the BIDDER shall
submit a declaration stating that the Contractor has paid all assessments or compensations
payable and has otherwise complied with all the requirements of the Workplace Safety
and Insurance Board. Prior to commencement of work the Contractor must provide:
proof of a WSIB Clearance Certificate (any default in coverage will automatically
terminate the working relationship between the Contractor and the County), a complete
breakdown of TENDER prices for individual sub-trades and/or major portions of the
work, and a schedule of work with expected completion date.

ii) **General Liability Insurance**

Prior to commencement of work the Contractor must provide proof of $5,000,000.00
General Commercial General Liability Insurance including coverage for public liability,
property damage, all his trucks, vehicles and machines; also, any vehicles or equipment
hired by him, and used in connection with this work. The policy shall include a cross-
liability provision in favour of The Corporation of the County of Prince Edward. The
Corporation of the County of Prince Edward must be shown as additional insured on the
policy.

iii) **Automobile/Equipment Insurance**

The Contractor will effect at his/her own expense (including the cost of deductibles) and
maintain and keep in force during the term of this agreement, automobile/equipment
insurance coverage naming The Corporation of the County of Prince Edward as an
insured, including a cross-liability provision in favour of The Corporation of the County
of Prince Edward, against claims for personal injury, death, property damage or loss,
arising from an accident or occurrence relating to this agreement, in an amount of not less
than Five Million Dollars ($5,000,000.00) in respect of each claim or occurrence. The
insurance policy as required herein shall be in force during the terms of the Contract.

**Note:** The Contractor shall forward with the executed contract documents a certified
copy of the policy or certificate thereof to the Engineer for approval before the Contract
is executed by the Municipality. The Certificate of Insurance shall provide for 30 days
written notice to the Municipality of any intent to cancel the Insurance Policy.

Should the Contractor fail to take out satisfactory policies and to maintain them until the
final completion and taking over of the work by the Owner, then the Owner itself may
take out the proper policies at the expense of the Contractor.
19. **BID DEPOSIT**

Contractors shall submit with the Tender a Bid Deposit in the form of Cash, a Certified Cheque, Bank Draft, Money Order or Bid Bond made payable to The Corporation of the County of Prince Edward. The Corporation of the County of Prince Edward reserves the right to retain the number of Bid Deposits it deems necessary until the Contract award is made. The Bid Deposit of the winning tender will be kept until delivery, satisfaction and final acceptance has been met to the approval of The Corporation of the County of Prince Edward. The proceeds of this Bid Deposit shall, upon acceptance of the Tender, constitute a deposit, which shall be forfeited to the Corporation of the County of Prince Edward if the Contractor fails to file, with the Corporation of the County of Prince Edward.

The Tender must be accompanied by Cash, a Certified Cheque, Bank Draft, Money Order or Bid Bond to be used as a Bid Deposit in accordance with the following:

<table>
<thead>
<tr>
<th>Total Amount of Bid</th>
<th>Minimum Deposit Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000.00 or less</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>$50,001.00 to $99,999.99</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>$100,000.00 to $249,999.99</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>$250,000.00 to $499,999.99</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>$500,000.00 to $999,999.99</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>$1,000,000.00 and over</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

20. **AGREEMENT TO BOND AND PERFORMANCE BONDING**

The tender documents must include one of the following three options:

**OPTION A.** An Agreement to Bond OR a completed Performance Bond and Labour and Material Bond each in the amount of 100% of the total Contract Tender amount. If an Agreement to Bond is provided then the completed Performance Bond and Labour and Materials Bond shall be provided within ten (10) days from the date of Acceptance of the Tender from the successful Contractor. The Contractor must obtain and submit a Performance Bond and Labour and Materials Bond signed by a Surety Company, satisfactory to the Corporation of the County of Prince Edward upon execution of the Contract.

**OPTION B.** A letter from an accredited bank confirming that an irrevocable Letter of Credit in the amount of One Hundred and Fifty Percent (150%) of the Contract Tender amount and prepared in accordance with the requirements of the Municipality shall be provided to the Municipality within ten (10) days from the date of Acceptance of the Tender from the successful Contractor. Alternatively the Contractor may provide a Letter of Credit in the amount of One Hundred and Fifty Percent (150%) of the Contract Tender amount at the time of submitting the Tender Documents.

The Letter of Credit shall be for a minimum term of one (1) year and shall provide that the Letter of Credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.
The Letter of Credit shall be maintained in the full amount until issuance of a Final Acceptance Certificate for the Contract by the Municipality at which time the Contractor shall provide a reduced Letter of Credit in the amount of Twenty-Five Percent (25%) of the Contract Tender amount for the duration of the Warranty Period specified in the Contract. If the reduced Letter of Credit as so noted is not produced by the Contractor within 10 working days from the issuance of the Final Acceptance Certificate, the Contractor will be considered to be in default and the original Letter of Credit will be cashed to provide for the Twenty-Five Percent (25%) Warranty Period requirement.

OPTION C. A Certified Cheque OR Cash in the amount of One Hundred and Fifty Percent (150%) of the Contract Tender amount. The Certified Cheque or Cash shall be maintained in the full amount until issuance of a Final Acceptance Certificate for the Contract by the Municipality. If Cash is held by the Municipality, Twenty-Five Percent (25%) of the Contract Tender amount shall be retained for the Warranty Period and the balance returned to the Contractor. If a Certified Cheque is held by the Municipality the Contractor shall provide a Certified Cheque in the amount of Twenty-Five Percent (25%) of the Contract Tender amount for the duration of the Warranty Period specified in the Contract. If the reduced Certified Cheque as so noted is not produced by the Contractor within 10 working days from the issuance of the Final Acceptance Certificate, the Contractor will be considered to be in default and the original Certified Cheque will be cashed to provide for the Twenty-Five Percent (25%) Warranty Period requirement.

21. HEALTH AND SAFETY REQUIREMENTS

The Contractor will be required to comply with the following Health and Safety requirements prior to the Preconstruction Meeting with the County:

a) The Contractor is to provide signed copies of the following:

1. “CONTRACTORS ACKNOWLEDGEMENT OF HEALTH AND SAFETY POLICY REQUIREMENTS”, (form in the Tender documents)
2. The Contractor’s Health and Safety Policy
3. “CONTRACTORS ACKNOWLEDGEMENT OF TRAFFIC CONTROL”, (form is in the Tender documents)
4. WSIB Clearance Certificate (no more than 60 days old)
5. M of L “Notice of Project”
6. M of L “Registration of Constructors and Employees Engaged in Construction”
7. Up to date liability insurance certificate (Company listed as certificate holder with a minimum 5 million coverage and coin sure PEC with 30 day written cancellation notice)
8. MSDS for any WHMIS controlled products

b) The Contractor is advised of the following:

1. All occupational injuries that occur on County property must be reported immediately to the County Project Coordinator.
2. Contractor to notify Emergency Services that may be affected ie. Police, Fire, Ambulance, School Board
3. It is the Contractor’s responsibility to ensure that their employees possess and use all the required PPE for their work.
4. The County will forward a copy of their Equipment Lockout Policy/Procedure to the Contractor (if applicable).

22. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County’s policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go to the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

[http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html](http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html)
AGREEMENT

THIS AGREEMENT made in triplicate this _______ day of ___________, ____ .

BETWEEN:   ________________________________________________________________________

hereinafter called the “Contractor”

THE PARTY OF THE FIRST PART

- AND –

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

Hereinafter called the “Owner”

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Engineer, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender heretofore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORK:

This project involves repairs to the existing damaged bridge barrier system.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement and prior to the deadline stipulated of December 31st, 2020.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay the Contractor for all work done at the unit prices on the Tender.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administers and assigns of the parties hereto.

IN WITNESS THEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.
SIGNED and SEALED by the Contractor:


In the presence of:

SIGNED and SEALED by the Purchaser:

(Mayor, Steve Ferguson)

In the presence of:

(Municipal Clerk, Catalina Blumenberg)
MEMORANDUM OF AGREEMENT

I, We, ________________________________ , the undersigned hereby acknowledge and agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers’ Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Corporation’s issuance of a stop work order, and, in the case of a repetitive infraction, dismissal and cancellation of the contract or purchase order.

Furthermore, I accept that I or any worker in my employ found to be in violation of the Occupational Health and Safety Act in respect of failure to wear protective clothing such as protective headwear, protective footwear, or approved safety vest may be dismissed without prior notification. In such an event, I concur that the Corporation shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dated this ____ day of __________________, ____.

________________________________________
(Signature of Contractor)

________________________________________
(Witness)

________________________________________
(Authorized Corporation of the County of Prince Edward Representative)

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

Company Name/Address: ______________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

___________________   __________________
Phone  No.                        Fax No.

TO:  The Corporation of the County of Prince Edward

1.  I/WE declare that no person, firm or corporation other than the one whose
signature or the signature of whose proper officers seal is or are attached
below, has any interest in this tender or in the Contract Proposed to be
taken.

2.  I/WE further declare that this tender is made without any connection,
knowledge, comparison of figures or arrangement with any other company,
firm or person making a tender for the same work and is in all respects fair
and without collusion or fraud.

3.  I/WE further declare that no member or employee of the Corporation of the
County of Prince Edward or of the Contract Administrator is, or will become
interested directly or indirectly as a contractor in the supplies, work or
business to which is relates or in any portion of the profits thereof, or of any
such supplies to be used therein or in any of the monies to be derived
therefrom.

4.  I/WE further declare that the several matters stated in the said tender are in
all respects true.

5.  I/WE further declare that I/WE have carefully examined the locality and site
of the proposed works, as well as all the Drawings, Form of Tender,
Information for Tenderers, Specifications, Special Provisions, General
Conditions, Agreement and Bond relating to the said Contract, and hereby
acknowledge the same to be part and parcel of any contract to be let for all
work therein described or defined and do hereby tender and offer to enter
into a contract to do all of the work and to provide all of the labour and to
provide, furnish, deliver, place and erect all materials mentioned and
described or implied therein including in every case freight, duty, exchange
and Federal and Provincial Sales Tax and other charge son the terms and
conditions and under the provisions therein set forth and to accept in full
payment therefore, the sums calculated in accordance with the actual
measured quantities and unit prices set forth in the tender herein as follows.
6. I/WE agree that this offer is to continue open to acceptance until the formal contract is executed by the successful Tenderer for the said work or until 70 days after the said opening, whichever event first occurs; and that the Owner may at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.

7. Attached to this Tender is a certified cheque or Bid Bond in the amount specified in the “Bid Deposit” section made payable to the Owner, the proceeds of which shall be forfeited to the Owner if I/WE fail to file with the Owner the completed Performance and Labour and Material Bond specified in the “Bid Deposit” section and an executed form of Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this tender by the Corporation.

8. I/WE hereby agree that the Owner may reject any or all Tenders without explanation and the lowest Tender will not necessarily be accepted.

9. I/WE hereby agree that if this Tender is withdrawn by the undersigned before the Contract is executed by the successful tenderer or for a period of Seventy (70) days commencing on the Date of Closing of Tenders, whichever event first occurs, the amount of deposit accompanying this Tender shall be forfeited to the Owner.

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

11. I/WE hereby agree that the work specified in the contract will be performed in strict accordance with the Special Provisions, Plans, Standard Specifications and General Conditions.

________________________________________
Name of Firm

________________________________________
Witness

________________________________________
Signature of Contractor

________________________________________
Contact Person – Please Print

Dated at ______________________ this _________ day of __________________, ____.

(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
The Contractor hereby offers to complete the work specified for Contract No. 2020-EDW-XX for the following unit prices.

The Owner reserves the right to delete any part without cost to the Owner when it is deemed in the best interest of the Owner to do so. The Owner reserves the right to select the lowest Total Cost after deletion of parts when the Owner’s budget does not allow completion of all work tendered. Lowest or any tender not necessarily accepted.

**PART A – GENERAL**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>OPSS SPEC. NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY (UNIT)</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>SP #A1</td>
<td>Mobilization / Demobilization</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>577, SP#A2</td>
<td>Stream Protection</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>SP #A3</td>
<td>Quality Control Testing</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>543, SP#A4</td>
<td>Traffic Control</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>741</td>
<td>Temporary Concrete Barrier, including end sections as per OPSD 911.233</td>
<td>64 m</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL PART A**

(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
## PART B – STRUCTURE WORKS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>OPSS SPEC. NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY (UNIT)</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>MUNI 928, SP #B1</td>
<td>Access to Work Area/Platform</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>MUNI 928, SP #B1</td>
<td>Concrete Removal – Full Depth</td>
<td>0.2 m³</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>510, SP #B2</td>
<td>Removal of Existing Bridge Railing</td>
<td>16 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B4</td>
<td>MUNI 904, SP #B3</td>
<td>Concrete in Curbs</td>
<td>0.2 m³</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B5</td>
<td>908, SP #B4</td>
<td>Barrier Post Anchorages</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B6</td>
<td>908, SP #B4</td>
<td>Barrier Posts</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B7</td>
<td>908, SP #B4</td>
<td>Four Tube Railing</td>
<td>16 m</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL PART B**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUB-TOTAL – PART A</td>
<td>$______________</td>
</tr>
<tr>
<td>SUB-TOTAL – PART B</td>
<td>$______________</td>
</tr>
<tr>
<td>SUB-TOTAL – PARTS A+B</td>
<td>$______________</td>
</tr>
<tr>
<td>13% H.S.T.</td>
<td>$______________</td>
</tr>
<tr>
<td>TOTAL TENDER PRICE</td>
<td>$______________</td>
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*(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)*
**REFERENCE INFORMATION**

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

1) **NAME (Company/Government Agency)**  __________________________________________  
   Contract Description ______________________________________________________  
   Contact Person _____________________________________________________________  
   Phone Number (     ) _____________ Fax Number: (     )  _________________________  
   E-Mail Address (if available):  ______________________________________________  
   Number of Years at Location: ___ Value of Contract: $  __________________________  

2) **NAME (Company/Government Agency)**  __________________________________________  
   Contract Description ______________________________________________________  
   Contact Person _____________________________________________________________  
   Phone Number (     ) _________________ Fax Number: (     )  ______________________  
   E-Mail Address (if available):  ______________________________________________  
   Number of Years at Location: ______ Value of Contract: $  ________________________  

3) **NAME (Company/Government Agency)**  __________________________________________  
   Contract Description ______________________________________________________  
   Contact Person _____________________________________________________________  
   Phone Number (     ) ________________ Fax Number: (     )  ________________________  
   E-Mail Address (if available):  ______________________________________________  
   Number of Years at Location: _____ Value of Contract: $  ___________________________  

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

Company/BIDDER  ___________________________  Authorized Signature  

(THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
CONTRACTOR’S ACKNOWLEDGEMENT OF TRAFFIC CONTROL

As required herein I/We, the undersigned agree to provide all traffic control as required in accordance with the Ontario Traffic Manual, Temporary Conditions, Book 7 and related safety acts for all work on all roads as required in this Contract.

________________________________________
CONTRACTOR’S NAME (PLEASE PRINT)

________________________________________
SIGNATURE

________________________________________
DATE

(THESE FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
CONTRACTOR’S ACKNOWLEDGEMENT OF HEALTH AND SAFETY POLICY REQUIREMENTS

As required herein I/We, the undersigned agree to provide all health and safety as required in accordance with MOL and related safety acts for all work on all roads as required in this Contract.

CONTRACTOR’S NAME (PLEASE PRINT)

SIGNATURE

DATE

(THESE FORM SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
CONTRACTOR’S ACKNOWLEDGEMENT OF
Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: ____________________

I acknowledge that all staff employed by ____________________ who may undertake any duties and interact with any persons with disabilities, in the course of this company’s contractual obligations with The County of Prince Edward, have reviewed a Service Ontario video/on-line training course outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations. As a principle of the contractor employed by The County of Prince Edward, I understand the municipality’s requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company’s contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: ____________________

Signature: ____________________

Date: ____________________

(This form shall be completed and submitted with the tender)
LIST OF SUBCONTRACTORS

The Tenderer shall list hereunder the names of all Subcontractors and material suppliers proposed to be used.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>ADDRESS</th>
<th>TRADE</th>
<th>APPROXIMATE VALUE OF SUB-LET WORK</th>
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It is understood by the Tenderer that the above list of Subcontractors is complete and that no additions to this list will be permitted after Closing Date of Tenders, without the written approval of the Engineers.

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

OBLIGEE: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

We, the undersigned, hereby agree to become bound as Surety for

_____________________________________________________

in a bonding totaling One Hundred Percent (100%) of the Contract amount and conforming to the Instruments of the Contract attached hereto for the full and due performance of the works shown as described herein if the Tender for CONTRACT NO. ________________ for The Corporation of the County of Prince Edward is accepted by the above named obligee.

It is a condition of this Agreement that if the above-mentioned Tender is accepted, application for a Performance and Labour and Material Bond must be completed with the undersigned within ten (10) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated at _____________________ this __________ day of ________________, ______.

Year

___________________________________
Name of Bonding Company

___________________________________
Signature of Authorized Person
Signing for Bonding Agency

___________________________________
Position

(Company Seal)

(THIS FORM OR EQUIVALENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
SAMPLE PERFORMANCE AND LABOUR AND MATERIAL BOND

Bond No. ______________________________     Amount ______________________________

KNOW ALL MEN BY THESE PRESENTS, that we ______________________________

_____________________________________________________________________________

hereinafter called the “Principal” and

_____________________________________________________________________________

hereinafter called the “Surety”, are

jointly and severally held and firmly bound unto ______________________________

_____________________________________________________________________________

hereinafter called the “Obligee”, each

in the sum of ____________________________________ Dollars ($ ________________).

of lawful money of Canada, to be paid to the said Obligee or to its successors or assigns, for which
payment will and truly be made, we jointly and severally bind ourselves, and each of our several and
respected heirs, executors, administrators and successors, and every one of them forever, firmly by
these presents.

SEALED with our several and respective seals.

DATED this _____________ day of _______________

in the year of our Lord, two thousand and ten.

WHEREAS by a certain Agreement dated the ________ day of _______________, ____ , the
Principal has contracted and agreed with the said Obligee to in the said Agreement and in the
Tender, Articles of Agreement, Plans, Profiles and Specifications annexed to or forming part of the
said Agreement, more particularly mentioned and described, all of which are herein called the
Contract, at the price and upon the terms and conditions as in the Contract more fully set forth
having been required to furnish good and sufficient security for the due and proper fulfillment of the
contract, the Surety has consented to become such security, and to execute these Presents.

NOW THE CONDITION of the above obligation is such that if the Principal shall well, truly and
faithfully, in all respects, perform, execute and carry out the Contract, and all the terms and
conditions thereof to the satisfaction of the said Obligee and shall maintain and keep in good working
order and complete repair the whole of the work performed under the Contract, including any extra
work which may be ordered pursuant thereto, for the period in the contract mentioned, and shall
then forthwith hand over the same to the Obligee completed and in perfect order and repair, as in
the Contract provided, and shall at all times indemnify and keep indemnified the Obligee and all the
Officers, servants and agents thereof from all loss, damage, expense, suits, claims, liens and demands arising out of the Contract or incurred by reason of the execution of the said work, or the supply of material therefore, according to the terms of the Contract, then this obligation shall be null and void, but otherwise shall be and remain in full force and virtue.

AND it is hereby declared and agreed that the above-bonded Surety shall be liable as Principal and nothing of any kind or matter whatsoever, that will not discharge the said Principal, shall operate as a discharge or release of liability of Surety to the contrary notwithstanding, and that this obligation may be signed before or after the signing or the contract and shall be all binding by all signing this obligation whether separately, singly or jointly, and whether or not all mentioned herein sign or do not sign, and notwithstanding that the work herein mentioned shall have been begun or been completed, and whether the said Contract or this obligation shall have been legally or properly signed by any other party hereto.

SIGNED, SEALED AND DELIVERED )
In the presence of )

 )
 )
 )
 )
 )
 )
 )
 )
 )

(THESE FORM OR EQUIVALENT SHALL BE COMPLETED AND SUBMITTED WITH THE TENDER)
SPECIAL PROVISIONS

1. **SCOPE OF WORK**

This project involves the replacement of damaged bridge posts and railings at the County Road 29 Consecon Bridge. Minor concrete removals and concrete placements will also be required to facilitate new anchorage replacements and to repair spalled concrete. Construction will be completed with the south-bound lane closed to traffic and the north-bound lane and sidewalk open. Temporary concrete barriers will be used to separate the work area from traffic.

The County Road 29 Bridge is located in Consecon, over Consecon Creek.

The Engineer shall have the right, at any time before or during the prosecution of work, or before or after the execution of the Contract, to make, or order in writing, any alterations or changes deleting, extending, increasing, decreasing, varying or otherwise altering any lines, grades, forms, dimensions, methods, plans or materials, omissions of any portion or portions of the work, variations in any other way the works contracted for, or to order any additional or extra work to be done or extra material to be furnished. The Contractor shall proceed with and carry out the work as directed and/or supply such materials as directed, and shall do so without being entitled to any additional payment on account of any changes in work or materials except as otherwise provided. The Contractor shall proceed with work without delay and, if he is of the opinion he is entitled to additional compensation, shall make a written claim for additional compensation. If, in the opinion of the Engineer, such order or change materially increases or decreases the cost of the work or material from that on which the Contractor based his bid, other than estimated quantities, the Engineer, in his sole discretion, may increase or decrease the Contract price by an amount or amounts he, in his sole discretion, considers appropriate. The Engineer’s decision shall be final.

2. **DEFINITION OF OWNER AND ENGINEER**

Wherever the word "Owner", "Corporation", “Municipality”, or “Township” appears in this Contract, it shall be interpreted as meaning the Corporation of the County of Prince Edward.

Wherever the word "Engineer" or “Contract Administrator” appears it shall be deemed to mean G.D. Jewell Engineering Inc., as their interests may apply.

3. **GOVERNMENTAL REQUIREMENTS**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.
4. **NOTICE TO CONTRACTORS - EMPLOYMENT**

The Contractor and any Sub-Contractor of the Contractor will, respective of the construction to be carried out under this contract,

1. Employ residents of Canada only, and
2. In employing persons, refrain from discriminating against any person by reason of his/her race, religious views or political affiliations.

5. **PAYMENT OF WORKERS**

The Contractor shall pay all non-skilled workers employed by him/her at the site of the work a wage that shall be the Ministry of Labor’s current Fair Wage Scale for Roads and Structures.

In the event the Contractor assigns the performance of any of his/her obligations at the site of the work to a sub-contractor, then any such assignment of work to a sub-contractor shall contain a provision obligating the sub-contractor to abide by the provisions of the preceding paragraph with respect to non-skilled workers employed by him/her at the site of the work.

6. **GUARANTEED MAINTENANCE**

*Section GC7.15.02 of the General Conditions is amended as follows:*

The Contractor shall maintain the works and every part thereof in such condition as will meet the approval of the Engineer for a period of twelve (12) months from the date of substantial completion for each stage thereof, ordinary wear and tear excepted.

The Contractor shall make good, at his own expense in a permanent manner, satisfactory to the Engineer, any imperfections that may appear or defects that may be discovered in the works due to materials and/or workmanship during the said period as determined by the Engineer. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Owner.

7. **ENVIRONMENTAL CONSIDERATIONS**

It is intended that the works proposed be executed in a manner, which to the fullest possible extent minimizes any adverse affects on the cultural and natural environment of the project area. The environmental conditions of the contract stated herein must be complied with in all respects. It is the responsibility of the Contractor to ensure that all of his personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental impact.
The Contractor shall confine his operations within the limits of the project. All activities shall be confined to the areas requiring actual construction as per the project plans. If additional areas are required by the Contractor for storage, or for other construction purposes, the Contractor may obtain such additional area by agreement with the proprietor of the property, without additional cost to the Owner. The Contractor shall provide, to the Engineer, a certified copy of all agreements for the use of private property. The contractor shall pay for all rentals and costs of repairs, where necessary, in connection with the use of private property.

The entire site shall be restored to a state equal to or better than original conditions.

8. **RESTORATION OF WORK AREAS**

Unless construction or restoration of all work areas are included in the contract under specific tender items, the Contractor shall restore all work areas to their previous condition to the satisfaction of the Engineer (i.e. Grass areas will be sodded, paved areas will be asphalted, etc.). No additional compensation will be allowed for this restoration.

9. **PROPERTY BARS**

The Contractor shall protect all property bars during construction. Prior to the acceptance of the work by the Owner, the Contractor, at his/her own expense, shall have an Ontario Land Surveyor replace any bars that were destroyed or disturbed during construction.

10. **CO-ORDINATION OF MEETINGS**

The Contractor shall attend such meetings with Municipal and Utility Company Authorities as may be required by the Engineer to co-ordinate services affected by the Contract.

11. **INSURANCE, PROTECTION AND DAMAGE**

Paragraph .01 of Subsection GC 6.03.02 - General Liability Insurance is deleted and replaced by the following:

.01 The Contractor shall take out and keep in force, until the date of acceptance of the entire work by the Owner, a comprehensive policy of public liability and property damage insurance, acceptable to the Owner, providing insurance coverage, in respect of any one accident to the limit of at least $5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. The policy shall name Prince Edward County and as additional insured there under and shall indemnify them and their representatives from and against all claims, demands, loss, costs, damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract. The Contractor shall forward with the executed contract documents a certified copy of the policy or certificate thereof to the Owner before the work is started.
12. **PREVENTION OF DAMAGE**

The failure of the Engineer to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Engineer does or does not order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his/her responsibilities under this contract.

13. **PROTECTION OF UTILITIES, FENCES AND PRIVATE PROPERTY**

The Contractor shall be responsible for the protection of all utilities, fences, mailboxes, and signs not designated for removal and the protection of private property at the job site during the time of construction. Storage of excavated materials shall be such that deposition onto private property will not take place.

It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies for information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

14. **PROTECTION OF ADJACENT STRUCTURES**

The Contractor shall in the manner specified, sustain in their places and protect from injury any and all water or gas mains, public or private sewers or drains, conduits, service pipes, sidewalks, fences, retaining walls, curbs and all other structures or property in the vicinity of his work, whether over or underground, or which appear in the excavation and he shall assume all costs and expenses for damage which may be occasioned by injury to any of them. The support of any water mains shall be to the satisfaction of the Contract Administrator.

Before excavation commences, the Contractor shall have the location of all underground utilities staked out by the appropriate Utility Company. The location of utilities shown on the Contract Drawings (if any) is in accordance with the best information available but the Owner does not guarantee the accuracy or the completeness. It is the Contractor's responsibility to contact the various Utilities for further information.

15. **DUST SUPPRESSION – AMMENDMENT TO OPSS 506**

OPSS 506, May 1994 - Construction Specification for Dust Suppressants is amended as follows:
506.07 Construction

Subsection 506.07.01 of OPSS 506 is amended by the addition of the following;

The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.

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

The cost of all such preventative measures shall be borne by the Contractor including the application of water and calcium chloride, to the satisfaction of the Contract Administrator. No additional payment will be made for dust suppression.

16. HAUL ROADS

The maintenance and restoration of all haul roads required for this contract shall be the responsibility of the Contractor and no additional payment will be made.

17. TRAFFIC CONTROL - GENERAL

Construction operations shall be carried out in such a manner as to maximize safety and minimize disruption to traffic flow and operation.

Prior to construction, the Contractor shall submit a Traffic Control Plan for work within the Contract to the Contract Administrator for review and approval.

Temporary traffic control devices shall be installed and maintained to the satisfaction of the Contract Administrator during all times.

The Contractor shall follow the Contract Staging Plan and Detour Plan, as well as the Ontario Traffic Manual (OTM) is they relate to the traffic control for this project.

The Contractor shall provide all construction and traffic control signage (as per the OTM) and flagmen to protect workmen and the public to the satisfaction of the Contract Administrator.

Access to all properties must be maintained throughout construction.

18. PROTECTION OF PUBLIC TRAFFIC

Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment, with the exception of rock trucks, shall not travel, work or stop within 4 m of a lane carrying traffic except where construction operations
necessitate the working area be less than 4 m from the traffic in which case, the Contractor shall erect delineators along the edge of the travelled lane, in accordance with paragraph 01 of subsection GC7.06, Maintaining Roadways and Detours, of the OPS General Conditions of Contract. In no case shall the distance between traffic and working area be less than 1.5 m.

**Granular Grade**

Granular road base shall be graded and treated with dust suppressant as directed by the contract administrator and maintained as necessary to provide safe driving conditions during the weekend and holidays.

**Open Excavations**

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations each day.

**Location and Storage of Materials and Equipment**

Materials shall not be stored within 4 m of the traveled portion of any roadway except in the medians (if any) where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the traveled portion of any roadway or parked on private property unless prior written approval has been submitted to the Contract Administrator.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any equipment or material, which, in the opinion of the Contract Administrator, constitutes a traffic hazard.

**Delivery and Trucking**

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the restrictions on construction operations and the permitted time for closures. This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

The Contractor shall obtain the Contract Administrator's prior approval for the location of any "slip-off" or "slip-ons". The Contract Administrator reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

**19.  METRIC AND IMPERIAL SYSTEMS OF MEASUREMENT**

Quantities and dimensions referenced in the Special Provisions, Specifications and General Conditions shall be converted from one system of measurement to the other as required in order to complete the work.
Where a conflict occurs between imperial and metric quantities or dimensions, the Contract Administrator shall determine the appropriate system of measurement to be used.

In the event that a weigh scale is not available in the required metric or imperial units as designated for material to be weighed on this Contract, then the quantities so weighed on the scale supplied, shall be converted to the designated units by the Contract Administrator, for payment purposes. One conversion only shall be made at the end of each day; on the basis that one metric tonne is equivalent to 1.102 imperial tons.

Where conversion from one system of measurement to the other is required the Metric Practice Guide, standard CSA Z234.1-00 shall apply.

20.  **EROSION AND SEDIMENTATION CONTROL - GENERAL**

A 100m stand-by supply of prefabricated silt fence, in addition to silt fence, which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

In all areas, the Contractor shall, as a means of controlling erosion and runoff, so schedule his/her operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

Where cut or fill slopes have been rough graded, the Contractor shall within 15 calendar days of this operation, trim these slopes. Within a further 15 calendar days from the completion of trimming, the Contractor shall apply the specified vegetative cover material as required, and when so permitted, elsewhere in the contract.

In areas where excavated materials are stored temporarily the Contractor shall prevent erosion of any material into watercourses, sewer systems or onto private property.

Prior to commencing any operations on the contract, the Contractor shall submit his proposed methods for controlling erosion and runoff to the Contract Administrator, if requested.

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

Where dewatering is required, dewatering effluent shall be discharged so as to prevent entry of sediment to watercourses.

The Contractor shall clean out all storm catch basin maintenance hole sumps upon completion of the construction works.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Contract Administrator.
21. **LINES, LEVELS, AND GRADES**

Layout for the work on this contract shall be provided by the Contractor, in accordance with GC 3.05, GC 7.01, and the following:

The Contractor shall carefully lay out his work so that during its progress and at its completion, it shall conform to the lines and levels as shown on the plans and profiles and established by him in the field. The work shall be built in accordance with the contract drawings and directions given from time to time by the Engineer.

The Contractor shall provide a copy of grade sheets to the Engineer on a weekly basis for all work related to this contract.

The cost of layout performed by the Engineer because of errors in the Contractor’s layout or because of the Contractor’s inability to correctly perform the layout shall be charged to the Contractor at rates normally charged for such work by the Engineer. Charges incurred under this provision shall be withheld by the Owner from payments made to the Contractor, or otherwise collected by the Owner from the Contractor.

The Contractor shall provide to the Engineer, two copies of all calculated grade sheets, and grade set records for all phases of the work.

22. **UTILITY INSTALLATION AND RELOCATIONS**

It is the Contractor's responsibility as "Constructor" under the provisions of the Occupational Health and Safety Act to co-ordinate the activities of all employers and workers operating within the contract limits to ensure that the requirements of the Occupational Health and Safety Act are satisfied. The Contractor shall ensure that each utility company operating within the contract limits is included in this process.

During the time of the utility work, the Contractor must vacate an area within a 30m radius of the actual work location for the duration of the utility work.

The Contractor must comply with the requirements of the utility companies with respect to protection of their facilities, in particular with regard to underground cables.

23. **SPILLS REPORTING**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the MOE Spills Action Centre at 1-800-268-6060 and the Contract Administrator.

Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.
All spills or discharges of liquid, other than accumulated rainwater from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the contract, be assumed to contain PCBs and shall forthwith be reported to the MOE Spills Action Centre at 1-800-268-6060 and the Contract Administrator.

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

24. SCHEDULE OF WORK

Upon award of this Contract, the Contractor shall prepare a "Contractor's Schedule of Work". The "Contractor's Schedule of Work" will be itemized, outlining the items to be scheduled by the Contractor. The Contractor shall complete and remit this Schedule to the Owner with the Contractor's signed Contract Documents for execution by the Owner.

25. LIQUIDATED DAMAGES

Fixed Completion Date and Charges

1. Time

Time shall be the essence of this Contract.


2. Progress of the Work and Time for Completion

The Contractor shall establish and provide a schedule of work to the Contract Administrator at the pre-construction meeting.

Work on this Contract may commence after signing of the Contract agreement by the Municipality. The Contractor shall diligently prosecute his work on this Contract to ensure that all works are completed in a timely fashion.

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

No weekend work, or work on statutory holidays will be permitted unless otherwise stipulated in the contract and approved by the County. Extension of time allowed as per GC3.07, Extension of Contract Time, of OPS General Conditions of Contract, August
1990. Hours of work shall be from one hour after dawn until one hour before dusk unless prior written approval is received from the Contract Administrator.

3. **Liquidated Damages**

   It is agreed by the parties to the Contract that in the case that all the work called for under the Contract is not completed within the dates included, a loss or damage will be sustained by the Owner. Since it is, and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by any reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **$1,000** as liquidated damages for each and every calendar day’s delay in finishing the work in excess of the required completion dates prescribed herein. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion dates.

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

   An application by the Contractor for an extension of time as herein provided shall be made to the Contract Administrator, in writing, at least fifteen days prior to the date of completion fixed by the contract. All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

   Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this contract. All such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever, in this contract, power and authority is given to the Owner or the Contract Administrator or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof. Such powers or authorities may be exercised from time to time, not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work, but also in the event of the same happening after the time so limited, in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the Contract Administrator.

26. **EXTRA WORK**

   The Contractor shall notify the Contract Administrator in writing before the commencement of any work that he considers extra work so that records may be kept. If notice is not given, it will be deemed that payment is included in the contract prices and no additional payment for extra work will be made.
Invoices for extra work shall be submitted as soon as possible after the completion of such work and in no case later than 30 days after the completion of the work in question.

Payment will be made on the next payment certificate after the approval of the Contractor’s invoice. If extra work invoices and all required substantiation and support are not received within 30 days, it is deemed that the Contractor does not intend to charge for the work and no payment will be made.

27. **OCCUPATIONAL HEALTH AND SAFETY- CONFINED SPACES**

The Contractor’s attention is specifically directed to Section 119 of the OH&S Regulations for Construction Projects regarding requirements for working in confined spaces. All maintenance holes, catch basins and structures must be checked for the presence of gases prior to removal of covers and/or entering them.

Should the Contractor not have the proper equipment for this procedure he/she may make arrangements, at his/her own expense, to have the testing performed by the County.

28. **ONTARIO PROVINCIAL STANDARDS**

The Ontario Provincial Standard Specifications (OPSS) form part of this contract, but are not reproduced herein. The contractor is responsible for obtaining and having on site, a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions and Tender Items will take precedence over the OPSS where a conflict arises. Applicable OPSS are identified for each Tender Item under the OPSS No. column of the Tender Item List. All Contractors proposing to bid on this contract will be required to obtain their own copies of the applicable OPSS Specifications and Standard Drawings, which will be in effect for this contract.

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) as well as MTO Standard Specifications and Standard Drawings, form part of this contract.

29. **REGULATIONS OF PITS AND QUARRIES**

Bill 120, An Act to Regulate Pits and Quarries and to Provide for their Reconstruction is now in effect and shall be applicable in such parts of Ontario, as the Lieutenant Governor shall from time to time designate by Regulation. All costs related to work required under this specification will be deemed to have been included in the appropriate tender items and no additional payment will be made.

30. **FIELD LAYOUT**

The contractor is responsible for all field layout including setting all existing horizontal and vertical alignment control prior to the start work.
31. **NOTIFICATION OF BUSINESSES AND RESIDENTS**

Prior to construction the contractor will be responsible for contacting the affected businesses and residents by written communication to advise the owners of the proposed construction work. The Contractor shall also include notification to affected area property owners as to when a disruption to their property access will occur and for how long. The Contractor shall proceed in such a manner as to minimize interruption to local residences. A copy of such notice must be approved by the Municipality prior to distribution.

32. **PAYMENTS**

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

Notwithstanding the provisions of the General Conditions respecting certification and payment, the Owner may withhold 2 ½ percent of the total value of work performed beyond the expiration of 45 days from the date of publication of the Certification of Substantial Performance, to enable to Contract Administrator to produce the final detailed statement of the value of all work done and material furnished under the Contract. As a condition of holdback reduction from 10% to 2 ½ %, the Contractor shall supply a Statutory Declaration as defined in GC8.02.03.04(03).

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

As a condition of the final holdback payments, the Contractor shall provide the required Property Owner’s Releases as specified elsewhere, as appropriate.

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

In order to obtain a Certificate of Substantial Performance, the Contractor shall submit the following documentation:

a) A release by the Contractor in a form satisfactory to the Owner releasing the Owner from all further claims to the Contract, qualified by stated exceptions where appropriate;

b) A Statutory Declaration in a form satisfactory to the Owner that all liabilities incurred by the Contractor and the Contractor’s sub-contractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate.

c) A satisfactory Certificate of Clearance from the Worker’s Safety and Insurance Board.

The Contractor shall include in the Total Tender Price the publication cost of the Certificate of Substantial Performance. Publication is mandatory whether the Contractor requests Substantial Performance or not.
33. **GENERAL CONDITIONS OF CONTRACT**

OPS General Conditions of Contract (November 2018 Revision - OPSS. MUNI 100) form part of this Contract.

The Ontario Provincial Standard General Conditions and Supplemental General Conditions have not been reproduced as part of these Contract Documents.

It is the Contractor’s responsibility to obtain current copies of these documents.
ITEM SPECIFIC SPECIAL PROVISIONS

Special Provision No A1

ITEM A1 MOBILIZATION / DEMOBILIZATION

Scope

Payment at the Contract Price for the above tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- Mobilization including set up of appropriate sanitary facilities and secure work areas, transportation of equipment;
- Provision of bonds and insurance;
- Providing an initial construction schedule and updating it on a bi-weekly basis;
- Site security;
- Stakeout of existing utilities and services;
- Communications with property owners;
- Attendance at preconstruction and all site meetings;
- Demobilization removal of equipment, materials etc.

Partial payments will be made on the following basis:

- 20% upon acceptance of bonds, insurance and initial construction schedule;
- Additional 40% upon full mobilization and commencement of work;
- Remaining 40% upon completion of the project

Special Provision No. A2

ITEM A2 STREAM PROTECTION

Scope

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

- Heavy Duty Silt Fence Barriers as per OPSD 219.130
- Straw Bale Flow Checks as per OPSD 219.180
- Temporary Rock Flow Checks as per OPSD 219.210
- Turbidity Curtains as per OPSD 219.260 and 219.261
In addition, this item shall include, but is not limited to:

- Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- Provide all protection measures to ensure that no deleterious material from any operation enters the water course with particular concern for demolition debris and sediment from runoff;
- No refuelling of vehicles, equipment, etc. or storage of fuel is to take place within 30m of a watercourse;
- Stationary equipment operating within 30m of the watercourse shall have hydrocarbon spill containment measures in place;
- Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project and the site is to be restored to a pre-construction state or better

The Contractor will be required to contain all debris from entering the water. No in-water work is permitted between March 15th and June 30th of any given year.

All costs incurred by the Contractor associated with the compliance with the above shall be borne by the Contractor. The Contractor shall not make any claim for additional compensation due to delays in commencing the work due to compliance with the above.

**Basis of Payment**

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

Payment for this item shall be made as follows:

a. 50% upon installation of water course protection measures;
b. 30% for maintenance prorated over construction period;
c. 20% for removal of all water course protection measures and restoration of site to pre-construction state or better

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**Special Provision No. A3**

**ITEM A3 QUALITY CONTROL TESTING**

**Basis of Payment**

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and materials required to perform all inspection and testing by a qualified geotechnical firm approved by the Contract Administrator as specified in the Contract Documents. This includes, but is not necessarily limited to the following:

- Testing as required to ensure that cement and aggregates used in concrete production meet the specifications;
- Required testing to ensure concrete can be produced by the concrete supplier as specified;
- Testing of concrete placed in the structure for Compressive Strength, Air Content and Slump in accordance with OPSS 904.
Payment at the Contract Price for this item shall also include all costs required to submit the Certificates of Conformance as specified in the Contract Documents.

**Special Provision No. A4**

**ITEM A4           TRAFFIC CONTROL**

**Scope**

Under this item, the Contractor shall supply and maintain all temporary signing, traffic protection as per the Ontario Traffic Manual (OTM) Book 7.

Maintenance of the traffic diversion/detour for the duration of construction shall be included under this item including the repair of any potholes, etc.

Access is to be provided to the properties near the limits of the Work at all times with all signage provided by the Contractor.

The Contractor shall supply and install two (2) Contractor Identification signs located as directed by the Contract Administrator. The signs shall include the Contractor’s name and phone number as a minimum.

The Contractor shall inform in writing all emergency services and school boards with respect to the roadway restrictions.

Included under this item shall be the supply, installation and maintenance of TC-54 markers in accordance with the requirements of Ontario Traffic Manual Book 7.

The Contractor shall notify each owner, householder and/or business establishment located within a 2 km radius of the bridge, of the planned works and duration. The letter, complete in every detail and written on letterhead paper, shall be delivered by the Contractor to each house and/or business establishment prior to commencement of the work and the Contract Administrator shall be notified in writing when such notification has been served.

The Contractor’s signage scheme must be submitted to the Contract Administrator for review a minimum of fourteen (14) days prior to commencement of the project. The Contractor shall maintain a daily sign diary confirming signage as per OTM Book 7.

The south-bound lane over the bridge is to be permanently closed during the construction so that a work area is provided behind temporary concrete barrier, with the north-bound lane remaining open. Refer to the Contract Staging and Detour Drawings for detailed layout and signage requirements.

Partial payments will be made on the following basis:

- 40% upon acceptance of traffic control plan and installation of signage/traffic control;
- Remaining 60% to be released monthly, divided by the number of months expected to complete the project
Special Provision No. B1

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<th>ITEM B1</th>
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<td>ITEM B2</td>
<td>CONCRETE REMOVAL – FULL DEPTH</td>
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The disposal of the excess materials off-site is to be included in the applicable unit price.

928.07.03.01 General

Section 928.07.03.01 of OPSS 928 is amended as follows:

Removals shall be as shown on the contract drawings. A visual and delamination survey shall be completed by the contract administrator to confirm the extent of removals and if additional removal areas are required.

928.07 BASIS OF PAYMENT

Section 918.10 of OPSS 928 is deleted in its entirety and replaced with the following:

928.10.01 Access to Work Area / Platform - Item

Payment at the Contract price for the above tender item shall be full compensation for all labour, equipment and material to do the work. The work shall be paid in accordance with the following schedule:

- 60% of the lump sum tender price will be paid upon supply of adequate access required in accordance with all Contract requirements and to the satisfaction of the Contract Administrator.
- The final 40% will be paid when work requiring access and work platforms is complete and all platforms are removed from the site.

928.10.02 Concrete Removal – Full Depth - Item

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

- Removal of concrete curbs full depth intermittently, as shown in the Contract Drawings, to facilitate post anchorage replacements and concrete spall repairs.

All reinforcing steel encountered in the curb removals shall be left in place and sandblasted and then recoated with epoxy coated paint.

Special Provision No. B2

| ITEM B3 | REMOVAL OF EXISTING BRIDGE RAILING |

Work under this item shall include all the labour, equipment, and materials required to remove the existing four-tube railings and posts identified for replacement in the northwest quadrant of
the bridge. A total of five railing posts and three post anchorages require removal and are included under this item.

This item shall be paid by the meter, with all four rails being treated as one complete entity for quantifying.

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### 904.07 CONSTRUCTION

#### 904.07.03.15 Field Sampling and Testing of Concrete

#### 904.07.03.15.01 General

Section 904.07.03.15.01 of OPSS 904 is amended by addition of the following:

All costs related to on-site sampling and subsequent testing of concrete in accordance with the requirements of this specification shall be included under the item *Quality Control Testing*. The Contractor shall provide the Contract Administrator with original copies of all test reports.

The Contractor shall be responsible for ensuring only concrete that is in accordance with the submitted mix design, and which meets the specification requirements for air content, slump, temperature and delivery time, is included in the work.

### 904.08 QUALITY ASSURANCE

Section 904.08 of OPSS 904 is deleted and replaced by the following:

#### 904.08.01 General

The Contractor will perform all tests as specified.

Strength testing of field or laboratory cured cylinders and all other tests shall be in conformance with OPSS 1350.

#### 904.08.02 Acceptance

The determination of strength, yield, uniformity, slump, temperature and air content of the concrete shall be in conformance with OPSS 1350.

### 904.10 BASIS OF PAYMENT

Section 904.10 of OPSS 904 is deleted in its entirety and replaced with the following:
904.10.01 Concrete in Curbs

Payment at the contract price for this tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- Construct the intermittent concrete curb repair areas as specified in the Contract Drawings;
- Provide any hot or cold weather protection measures required to meet OPSS 904.

Special Provision No. B4

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908.10 Basis of Payment

Section 908.10.01 of OPSS 908 has been deleted in its entirety and replaced with the following:

908.10.01 Railing Post Anchorages

Payment at the contract price for the above noted tender item shall be full compensation for all labour, equipment, and materials required to supply and install the new anchorages as shown in the contract drawings.

Payment for this item shall be by the each.

908.10.02 Railing Posts

Payment at the contract price for the above noted tender item shall be full compensation for all labour, equipment, and materials required to supply and install the new railing posts as shown in the contract drawings.

Payment for this item shall be by the each.

908.10.03 Four Tube Traffic Railing

Payment at the contract price for the above noted tender item shall be full compensation for all labour, equipment, and materials required to supply and install the new four tube traffic railing as shown in the contract drawings.

Payment for this item shall be by the meter, with all four rails considered as one item.
APPENDIX A – CONTRACT DRAWINGS
COUNTY ROAD 29

NORTH BOUND TRAFFIC LANE
WORK ZONE

COUNTY ROAD 29 BRIDGE
BARRIER UPGRADES
PRINCE EDWARD COUNTY
CONSECON, ONTARIO

STAGING PLAN

CONCRETE BARRIER FLARE RATE AS PER OPSD 911.232
TC-40 & TC-40t PEDESTRIAN DIRECTION SIGN & SIDEWALK CLOSED
EXTENT OF CONSTRUCTION AREA

TC-54 TRAFFIC CYLINDERS
TEMPORARY CONCRETE BARRIER END SECTION AS PER OPSD 911.233
TAPERED TEMPORARY CONCRETE BARRIER END SECTION AS PER OPSD 911.233
EX. CONCRETE BARRICADE TO BE REMOVED BY THE COUNTY

RB-12 NO LEFT TURN SIGN
MIN. 3.5m LANE TO BE MAINTAINED
RB-02 ROAD CLOSED DETOUR SIGN
TC-40 & TC-40t PEDESTRIAN DIRECTION SIGN & SIDEWALK CLOSED

For Tender Only
100073463
C. C. BENT

EX. CONCRETE BARRICADE TO BE REMOVED BY THE COUNTY

TC-40 & TC-40t PEDESTRIAN DIRECTION SIGN & SIDEWALK CLOSED
EXTENT OF CONSTRUCTION AREA

COUNTY ROAD 29 BRIDGE
For Tender Only
The following signs are to be used in the layout for Route Detours - see TI-923:

- Detour D-1
- Other take may be used with the D-1 sign as follows:
- TC-10AR, TC-10BL, TC-10EL, TC-10FL
- Roundabout Pictograph tube:
- TC-10AR, TC-10BL, TC-10EL, TC-10FL
- No Exit
- Detour
- TC-39
- TC-4
- City Road 29 Closed at Bridge
- Follow A

General Notes:
- All information to be verified on site prior to commencing any work. Any discrepancies are to be reported to the consultant immediately.
- All utility locations shown on the drawings are approximate. The contractor shall confirm the location on site and assume all liability for damage to all utilities.
- Excluding the benchmark and description provided for this project, no other elevations are to be used as a reference elevation for any purpose.

Metric Notes:
- All dimensions shown are in metres or millimetres, unless otherwise noted.
- * * Drawings are not to be scaled * *

Revisions:
- No.
- Date
- Description
- By

As of: 2004737
- County Road 29 Bridge
- Barrier Upgrades
- Prince Edward County
- Consecon, Ontario
- Detour Plan

For Tender Only
- C. C. BENT
- Project No: 100073463
- Issued for Tender

Jeanwell Engineering