

TOWNSHIP OF SOUTHGATE
CONTRACT FOR
RECONSTRUCTION OF SOUTHGATE SIDEROAD 21
TOWNSHIP OF SOUTHGATE

CONTRACT NO. 4191-26 August 2026

TRITON ENGINEERING SERVICES LIMITED
Consulting Engineers
105 Queen Street West, Unit No. 14
FERGUS, Ontario
N1M 1S6

Jim Ellis, Chief Administrative Officer
Township of Southgate
185667 Grey County Road 9
DUNDALK, Ontario
N0C 1B0

PROJECT NO: A4191

TOWNSHIP OF SOUTHGATE
CONTRACT FOR
RECONSTRUCTION OF SOUTHGATE SIDEROAD 21,
TOWNSHIP OF SOUTHGATE
CONTRACT NO. 4191-26

CONTRACTORS ARE REQUIRED TO BE AN MINISTRY OF TRANSPORTATION (MTO) APPROVED CONTRACTOR TO COMPLETE THIS CONTRACT

TENDERS Submissions will be accepted electronically through tenders@southgate.ca by using the Form of Tender (Section B) provided and clearly marked ***Tender for Contract No. 4191-26, Township of Southgate, Reconstruction of Southgate Sideroad 21, Attention: John Watson, Public Works Manager, until 2:00 pm (Local Time) on:***

Thursday, September 3, 2026

Any Tender that are late or received by any other means than specified above will not be accepted.

The approximate quantities of the main items are as follows:

SOIL EXCAVATION	-	960 m ³
GRANULAR MATERIALS	-	4,700 Tonne
DITCHING	-	480 m
HOT MIX ASPHALT	-	55 Tonne

On behalf of the Township of Southgate, Tender Document and Plans may be obtained electronically from Triton Engineering Services Limited by contacting Jeremy Gibson at jgibson@tritoneng.on.ca and copied to Ashley Foerster at afoerster@tritoneng.on.ca

Each Tender must be accompanied by the Tender deposit in the form of a Bid Bond in the amount of \$10,000.00 payable to the Corporation of the Township of Southgate.

Tenders are subject to the review and approval of the Corporation. The Corporation reserves the right to reject any and all Tenders and the lowest or any tender will not necessarily be accepted.

This will be no public opening. All who submit a response will be advised of the outcome of the opening.

CLOSING DATE: Thursday, September 3, 2026, at 2:00 p.m. (Local Time)

TRITON ENGINEERING SERVICES LIMITED
Consulting Engineers
105 Queen Street West, Unit No. 14
FERGUS, Ontario
N1M 1S6

Jim Ellis, Chief Administrative Officer
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AUGUST 2026

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SECTION A
INFORMATION TO TENDERERS

TOWNSHIP OF SOUTHGATE

CONTRACT NO. 4191-26

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1. LOCATION AND SCOPE OF WORK

The scope of work on Southgate Sideroad 21, in the Township of Southgate includes:

Soil Excavation, Granular Base, Hot Mix Asphalt and Ditching

and all other work necessary for a complete job in accordance with the details set out more specifically hereafter and as shown on the accompanying Contract Plans.

2. DEFINITION OF OWNER AND CONTRACT ADMINISTRATOR

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

Wherever the word "Ministry" or "Department of Highways" or "Department or Ministry of Transportation and Communications" appears, it shall mean the "Ministry of Transportation (MTO) for the Province of Ontario".

Wherever the word "Contract Administrator" or "Engineer" appears in this Contract, it shall be interpreted as meaning the "Consulting Engineers, Triton Engineering Services Limited" or such other officers as may be authorized by the Corporation to act in any particular capacity.

3. TENDERS

CONTRACTORS ARE REQUIRED TO BE AN MINISTRY OF TRANSPORTATION (MTO) APPROVED CONTRACTOR TO COMPLETE THIS CONTRACT

Tender Submissions will only be accepted electronically by using the Form of Tender (Section B) provided, and clearly marked, "**Tender for Contract No. 4191-26, Reconstruction of Southgate Sideroad 21**" noted in the subject line, and will be received on or before **2:00:59 p.m. (Local Time) on Thursday, September 3, 2026**.

Attention: John Watson, Public Works Manager

By submitting to the following email address: tenders@southgate.ca

Note: Hard copies of submissions will not be accepted.

The Township advises Tenderers to submit their bids well in advance of the deadline to ensure receipt of the response prior to the 2:00:59 p.m. closing deadline.

The Township of Southgate is not responsible for bids which arrive late, are not properly marked, or which are delivered by any method other than specified above.

This will be no public opening. All who submit a response will be advised of the outcome of the opening. Tenders and award of Contract are subject to the approval of the Corporation. The lowest or any Tender may not necessarily be accepted.

Should a qualified bid submission exceed the Township of Southgate budget provision for this project, the Township of Southgate reserves the right to reject or recall the Tender.

Tenders and award of Contract are subject to the approval of the Corporation and reserves the right to reject any or all Tenders and the lowest price will not necessarily be accepted.

The Township of Southgate reserves the right not to open a Tender call should the Township of Southgate, in its opinion, to have an inadequate number of Tender responses to the Tender call and further the right is reserved to cancel and recall the Tender.

The Form of Tender must be signed in the spaces provided on the form by an authorized official of the Tenderer. All entries in the Tender shall be clear and legible. All items shall be tendered according to any instructions in the Tender documents and with entries made for unit price, lump sum, extensions and totals as appropriate. In case of an error in extending the unit prices, the unit price shall determine the tendered price. Alterations may be made providing they are legible and initialled by the Tenderer's signing officer. Tenders having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the Tenderer's signing Officer.

Form of Tender document must be submitted complete with the required, original, authorized signature(s).

All required documents such as agreements to bond, bid bonds or tender deposits shall be included with the Tender.

The lowest compliant Bidder will be required to provide the original of the Bid Bond and the Agreement to Bond within five (5) business days of the requested for the same by the Township. Failure to provide the original of each of the Bid Bond and the Agreement to Bond will result in the disqualification of the bid and the Township has the right to move to the next lowest compliant Bidders, at its sole discretion.

4. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

If a Tenderer finds discrepancies in, or omissions from the Contract documents, or if they are in doubt as to their meaning of any part of the document, they shall notify the Contract Administrator, preferably in writing and no later than eight (8) days before the closing date for Tender submission. If the Contract Administrator considers that a correction, explanation or interpretation is necessary, an addendum will be issued to all who have taken out Tender documents.

Should the Tenderer not agree that the materials and methods specified or designed on the Drawings will provide an installation to meet the requirements of the project, they shall notify the Contract Administrator in writing stating their reasons for objection and may submit a suggested alternative. In such an event, the Contract Administrator may choose to issue an addendum. Addenda will be issued through the Township.

Neither the Owner nor the Contract Administrator will make oral interpretations of the meaning of the Contract Documents.

Addenda issued during the tendering period shall be allowed for by the Tenderer. The stipulated price shall include the cost of all work/changes included in the addenda issued. Such addenda shall form part of the Contract documents. Acknowledge and note in space provided on the Form of Tender, the addenda numbers received to close of Tenders.

NOTE: All questions regarding this Contract should be directed to John Watson, Public Works Manager, Township of Southgate by email at jwatson@southgate.ca and copied to Jeremy Gibson, Triton Engineering Services Limited by emailing jgibson@tritoneng.on.ca no later than **Thursday, August 27, 2023**.

Questions received after the deadline or via any other method are not guaranteed a response.

5. TENDERER'S INVESTIGATIONS

The Tenderer declares that in tendering for the work and in entering into the Contract, they have either investigated for themselves the character of the work to be done and all local conditions including the location of any utility which can be determined from the records or other information available at the offices of any person, partnership, corporation, including the municipal corporation and any board or commission thereof, having jurisdiction or control over the utility, that might affect the Tender or acceptance of the work, or that, not having so investigated, and except as hereinafter provided they are willing to assume and does assume, all risk of conditions now existing or arising in the course of the work which might or could make the work, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the Tender was made or the Contract signed.

The Tenderer also declares that in tendering for the work and in entering into the Contract they did not and do not rely upon information furnished by the corporation or any of its servants or agents respecting the nature of conformation of the ground at the site of the work, or the location, character, quality and quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the Contract other than information furnished in writing for or in connection with the Tender or the Contract by the Contract Administrator, except information specifically excluded from this sub section.

6. ACCEPTANCE OR REJECTION OF TENDERS

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a tender. Tenders are subject to a formal Contract being prepared and executed. The Owner reserves the right to reject any or all tenders and to waive formalities, and shall reject any tender submitted where the Tenderer has an unresolved claim by or against the Corporation of the Township of Southgate.

7. CAPITAL BUDGET LIMITATIONS

Bidders are advised that there is a defined and limited budget for this project. The contract documents and scope of work may be modified so as to not exceed this budget and the Township has the right to award a contract on a modified or reduced basis.

8. TENDER DEPOSIT BY: (A) BID BOND OR (B) CERTIFIED CHEQUE OR BANK/TRUST CO. DRAFT

- (A) Every Tender shall be accompanied by a Bid Bond governed by the laws of the Province of Ontario, duly executed for an amount equal to **\$10,000.00**. The bid bond shall be issued in favour of the Township of Southgate, in a form approved by the Corporation's Solicitor, supplied by a Surety Company authorized by law to carry on business in the Province of Ontario and to be valid for a period of not less than sixty (60) days from the Tender closing date. Payment shall be made forthwith in accordance with the terms of the bid bond to the Corporation if the successful Contractor fails to file with the Corporation the completed Contract bonds as specified, insurance documents, Workplace Safety and Insurance Board documents and Contractors Safety Policy, WSIB CAD-7 document as required and executed form agreement for the performance of the work prepared by the Township of Southgate in accordance with this Tender and special provisions, plans, specifications and general conditions referred to in the Tender documents within fifteen (15) calendar days as specified from the date of acceptance of the Tender by the Township of Southgate.

The bid bond of all but the lowest two (2) Tenderers will be returned within sixty (60) calendar days if requested and upon provision of all required documents by the successful Tenderer and a Contract has been executed.

OR

Submit with Tender, either a Certified Cheque or Bank/Trust Co. Draft payable to the Treasurer of the Township of Southgate, for an amount equal to **\$10,000.00**. The Certified Cheque or Bank Draft of all but the lowest two (2) Tenderers will be returned within sixty (60) and upon provision of all required documents by the successful Tenderer and a Contract has been executed.

The proceeds of this cheque or draft shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to the Township of Southgate if the successful Contractor fails to file with the Township of Southgate the completed Contract bonds as specified, insurance documents, Workplace Safety and Insurance Board documents, Contractors Safety Policy, WSIB CAD-7 document, and an executed form of agreement for the performance of the work prepared by the Township of Southgate in accordance with the Tender and the special provisions, plans, specifications and general conditions referred to in the Tender documents with fifteen (15) calendar days as specified from the date of acceptance of the Tender by the Township of Southgate.

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

9. SUPERSEDE OR WITHDRAWAL OF TENDER

A Tenderer who has already submitted a Tender may submit a further Tender at any time up to the official closing date. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.

A Tenderer may withdraw their Tender at any time up to the official closing time by submitting a letter bearing signature and seal in their Tender to tender@southgate.ca – the time and date of receipt will be noted and the letter placed in the Tender box. No other method of communication i.e., facsimiles or telephone calls will be considered.

10. INFORMAL OR UNBALANCED TENDERS

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

Tenders that contain prices, including the unit prices for contingency items, which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Contract Price shall be corrected accordingly.

A discrepancy in addition or subtraction in a Tender shall be corrected by the Owner by adding or subtracting the items correctly and correcting the Total Tender Price accordingly. Where errors are made when numbers are transferred from one part of the Form of Tender to another, the number shown before transfer shall, subject to corrections as noted above, be taken as correct and the amount shown after as well as the Total Tender price shall be corrected accordingly.

If the Tender shall neglect to insert a price for an item in the Form of Tender, they shall, unless they have specifically stated otherwise in the Form of Tender, be deemed to have included the cost of the said item elsewhere in the Form of Tender and unless otherwise agreed by the Owner, there will be no increase in Total Tender Price allowed on account of the omission.

Tenders that are based upon an unreasonable period of time for completion of the works may be rejected.

The Owner reserves the right to waive formalities at their discretion. Tenderers who have submitted Tenders that have been rejected by the Owner because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for Tenders.

11. CONTRACT SECURITY

The Contractor together with a satisfactory Guarantee Company resident in Canada or authorized by law to carry on business in the Province of Ontario will be required to enter into a Performance and a Labour and Material Payment Bond each governed by the laws of the Province of Ontario for the sum hereafter named, and in a form approved by the Township of Southgate's Solicitor.

The Performance Bond will be for 100% of the total tendered amount and Labour and Material Bonds will be for 50% of the total tendered amount, excluding all taxes.

The above noted Performance and Labour and Material Bonds must be provided in triplicate within fifteen (15) calendar days as specified after written notice of Tender award by the Township of Southgate.

The above noted Performance and Labour and Material Bonds shall remain in effect for a period not less than twelve (12) months after the Date of Substantial Performance for each phase.

Note: Include with submission a consent to surety document signed by a Surety Company authorized by law to carry on business in Ontario attesting to providing 100 % Performance Bond and a 50% Labour and Material Payment Bond governed by the laws of the Province of Ontario and conforming to the instruments of Contract for the full and due performance of the works shown and described herein, and to be valid for a period of fifteen (15) days from acceptance of Tender by the Township of Southgate.

12. AGREEMENT TO BOND

Agreement to bond documents shall be included with the Tender.

An original Agreement to Bond based on the sample form included in Section B of these Tender documents is required with this Tender.

13. ABILITY AND EXPERIENCE OF TENDERER

The Owner reserves the right to reject the Tender of any Tenderer who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work in the specified time.

In order to aid the Owner in determining the responsibility of each Tenderer, the Tenderer shall complete the following statement sheets which are included in Section B of the Tender documents.

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

Statement "B" - Giving a list of the Tenderer's senior supervisory staff with a summary of the experience of each.

Statement “C” - Giving the description of the construction plant which the tenderer proposes to use, the equipment they have available or under their control, the equipment to be rented, and the equipment to be purchased.

The Tenderer may be required to furnish additional statements covering the above or other matters, including financial resources. Failure to comply with such requests or to provide written references, as requested, as to the Tenderer's ability and experience on projects of similar complexity shall disqualify the Tenderer.

14. ASSIGNMENT AND SUBLETTING

The Contractor agrees to submit a list of any sub-contractors (Statement “D”) who will be carrying out any part of this Contract and shall show the type and value of work for which each sub-contractor will be responsible. Only one name shall be shown for each sub-trade.

The Tenderer shall make an entry against each sub-trade listed in Statement “D”, either by naming the proposed sub-contractor or by entering “by own forces”, whichever applies. Such information must be submitted in the Form of Tender.

It shall be a condition of this Contract that the successful Bidder shall be required to carry out, using their own forces, the minimum amount of fifty percent (50%) of the total work assigned. That is, the prime Contractor shall not sub-contract more than fifty percent (50%) of the assigned work.

15. AWARD AND EXECUTION OF CONTRACT

The award of this tender is subject to the approval of the Council of the Township of Southgate.

The Contract Administrator when so instructed by the Owner shall forward three (3) complete copies of the Contract Documents to the successful Tenderer for execution. The Tenderer agrees that if they have been notified that their Tender has been accepted and awarded by the Owner, they will execute Articles of Agreement in triplicate in the form bound herein, fifteen (15) calendar days after being notified so to do by the Owner, or anyone acting on their behalf. Three (3) copies of the Contract Documents, fully executed on behalf of the Contractor shall be forwarded for acceptance by the Owner, together with the following, in triplicate:

- a) Evidence of Liability Insurance in an amount not less than five million dollars (\$5,000,000.00), inclusive of public liability and property damage, and to be complete with an endorsement naming the Township of Southgate and its agents, as an additional insured for liability with respect to this Tender. Upon award of the Contract, the Contractor must maintain coverage stated above throughout the Contract period.
- b) Performance Bond, and Labour and Material Payment Bond.
- c) Evidence of good standing with Workplace Safety and Insurance Board.
- d) Notice of Project as issued by the Ministry of Labour.
- e) The Township of Southgate will further require a copy of the Contractor's Safety Policy and a copy of their method of implementation.

The Contractor shall indemnify and hold harmless the Owner, their agents and employees for any contraventions of the Occupational Health and Safety Act, (most current legislation) and for all legal costs incurred in the event that charges are brought against the Owner pursuant to the act. The Owner, their agents and employees have no authority under the contract to supervise the contracted work.

- f) The Contractor shall supply documentation (CAD-7) to illustrate the severity and frequency of critical injuries as illustrated below detailing the Contractor's record of both of the past three (3) years based upon the following formulas.

$$\frac{\text{Number of Loss Time x 1,000.00 person hours}}{\text{Number of Person Hours Worked}} = \text{Frequency}$$

$$\frac{\text{Number of Loss Work Days x 1,000.00 person hours}}{\text{Number of Person Hours Worked}} = \text{Severity}$$

“Critical Injury” means an injury of a serious nature that,

- i) places life in danger
- ii) produces unconsciousness
- iii) results in a substantial loss of blood
- iv) involves a fracture of a leg, arm, hand or foot but not a finger or toe
- v) involves the amputation of a leg, arm, hand or foot but not a finger or toe
- vi) consists of burns to a major portion of the body, or
- vii) causes loss of sight in an eye

Where a contract has been awarded and the successful Bidder fails to execute the contract or any other required documents within the specified time frame, the Corporation may; (a) Grant the successful Bidder additional time to fulfil the requirements, or (b) Award the contract to the second lowest Bidder. Option (b) assumes that the second lowest Bidder is Responsive and Responsible. If two or more of the second lowest tenders are submitted in the same amount, and both or all are Responsive and Responsible, the second lowest tender judged by the Township to be most Responsive and Responsible would be recommended to Council for approval and award.

16. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the Township shall have regard to the accessibility for persons with disabilities in respect to goods and services purchased by the Township.

17. ONTARIO REGULATION 429/07 (ACCESSIBLE STANDARDS FOR CUSTOMER SERVICES)

In accordance with Section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service, the Contractor is responsible to ensure that all of its employees, volunteers and others for which the Contractor is responsible are adequately trained.

18. WORKPLACE SAFETY AND INSURANCE BOARD

The Township of Southgate will also require evidence within fifteen (15) calendar days of the written award notice that the successful bidder is in good standing with the Workplace Safety and Insurance Board.

Note: All Independent Operators are required to indicate that they are, in fact, Independent Operators on the Form of Tender and will be required to meet the most recent requirements of the Workplace Safety and Insurance Board. Vendors will continue to maintain good standings as required.

19. CONTRACTOR'S SCHEDULE OF WORK

The Contractor shall, upon award of this Contract, prepare a Schedule of Work. The Schedule of Work outlining the items to be completed is to be submitted to the Contract Administrator before commencement of the work. If changes to the Schedule become necessary, the Contractor shall revise the Schedule and resubmit it to the Contract Administrator.

20. PROGRESS AND TIME FOR COMPLETION

The Contractor's attention is hereby drawn to Clause 7 of Section D - Special Provisions – General.

21. NAME MATERIALS & SUPPLIERS, APPROVED PRODUCTS LIST

When an article is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Tenderer shall base his Tender price on the supply of the named article.

22. DISCLAIMER

The successful Tenderer shall assume financial responsibility for loss or damage to their equipment while performing work covered by the Tender and personal injury sustained by themselves and/or their employees engaged in this work. The successful Tenderer shall be responsible for any damage to property or services arising out of the performance of the work covered by this Tender and shall indemnify and save harmless the Township of Southgate from all claims arising out of the performance of said work. The Contractor shall ensure they are in complete compliance with the latest requirements of the Occupational Health and Safety Act.

23. GEOTECHNICAL INVESTIGATION

A geotechnical investigation has not been provided for Southgate Sideroad 21.

Temporary excavations to conventional depths for installation of watermain must comply with Regulation 213/91 (Construction Projects) under the Occupational Health and Safety Act. The soils contacted can be classified as Type 3.

It is anticipated that conventional sump pumping techniques will suffice to control the inflow of encountered groundwater.

Chemical analysis was not undertaken for Southgate Sideroad 21. The required tests for chemical analysis may vary and will depend on the disposal site utilized by the Contractor. Should the Contractor's choice of disposal site require testing or only accept laboratory test results that have been completed within 30 days of exporting, then those costs for chemical analysis will be the responsibility of the Township.

For Tendering purposes regarding Excess Soil Management, it should be assumed that the Salt Absorption Ratio (SAR) will exceed the MOE Table 1 criteria but will not exceed Table 2 criteria for Industrial/Commercial/Community Property Use.

Table 1 and 2 are based on MOE's Standards – "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act, April 15, 2011".

24. UTILITY CO-ORDINATION

Utilities which have been designated for re-location as a result of the work under this Contract will be carried out by the utility companies prior to, during and after the construction work. The Contractor shall co-ordinate their work with the utility companies and shall schedule their work as necessary to allow for the re-locations.

The Contractor shall have no claim against the Township for any costs associated with these utility re-locations or any delays resulting from the scheduling of these re-locations.

25. ROAD CLOSURE AND SITE ACCESS

- a) Southgate Sideroad 21 - will be closed to through traffic during construction operations.
- b) Kings Highway 89 – the Contractor shall maintain one (1) lane of two (2) way traffic during asphalt construction operations
- c) Local access and access for emergency vehicles must be maintained at all times.
- d) It will be the Contractor's responsibility to install and maintain all signs and barriers adjacent to and on the site and detour routes in accordance with the Ontario Traffic Manual, Book 7 and Ontario Occupational Health and Safety Act.
- e) It will be the Contractor's responsibility, where streets are closed, to either maintain access for garbage and blue boxes for pick-up or transport garbage and blue boxes to either end of closed street for pick-up.

SECTION B
FORM OF TENDER

FORM OF TENDER

RECONSTRUCTION OF SOUTHGATE SIDEROAD 21

CONTRACT NO. 4191-26

TO: THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

This Tender is Submitted by

Firm Name

Address

Telephone No.

1. I, _____
of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. I FURTHER DECLARE that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

3. I FURTHER DECLARE that no member of the Township Council or any officer of the Corporation of the Township of Southgate is or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I FURTHER DECLARE that the several matters stated in the said Tender are in all respects true.

5. I FURTHER DECLARE that I have carefully examined locality and site of the proposed works, as well as all the Drawings, Form of Tender, Information to Tenderers, Specifications, Special Provisions, General Conditions, Agreement to Bond, and Addenda No. _____ to Addenda No. _____ relating to the said Contract, and hereby acknowledge the same to be part and parcel of any Contract to be let for the work therein described or defined.

6. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver and place all materials described, in strict accordance with the plans, specifications and supplemental specifications and to accept in full payment therefore, the sums

calculated in accordance with the actual measured quantities at the unit prices, or lump sum prices where applicable, set forth in the Tender hereinafter.

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

8. I acknowledge that there is a defined and limited budget(s) for this project. If so required, the contract documents and scope of work may be modified so as not to exceed this budget(s) and the Township has the right to award a contract on a modified or reduced basis.

9. The tender price is compiled from the Schedule of Unit Prices included hereinafter. The quantities in the Schedule being approximate, I agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the work at the prices in the schedule.

I agree that the valuation of additions to, and deductions from, the Contract shall be made as follows:

- a) The prices in the Schedule of Unit Prices shall apply where appropriate.
- b) If the prices in the Schedule of Unit Prices are not appropriate, valuation will be made by one of the following methods:
 - i) The Contract Administrator may ask the Contractor for a quotation for the proposed work.
 - ii) If the quotation referred to above is not accepted by the Contract Administrator, the actual cost of the work will be determined in accordance with GC8.02.05 - General Conditions.

SCHEDULE OF UNIT PRICES
CONTRACT NO. 4191-26

In the column headed "Spec. No.", the number refers to the latest issue of the Ontario Provincial Standard Specification. Where the number is preceded by "M", the number refers to the latest issue of the Ontario Provincial Standards for Roads and Public Works - Volume 7 - Municipal Oriented. "S.P." refers to the Special Provision.

ITEM NO.	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION 1 --- ROADS AND DRAINAGE						
1.01	M706 M708 S.P.	Traffic and Pedestrian Control	100%	L.S.		
1.02	M805 S.P.	Supply and Install Fibre Roll Flow Check (OPSD-219.180)	6	Each		
1.03	M805 S.P.	Supply and Install Light Duty Silt Fence (OPSD-219.110)	335	m		
1.04	M201 S.P.	Clearing and Grubbing	100%	L.S.		
1.05	M180 M510 S.P.	Removal of Full Depth Bituminous Pavement	70	m ²		
1.06	M206 S.P.	Soil Excavation (Grading)	960	m ³		
1.07	M314 M501 S.P.	Granular "B", Type III	3,900	Tonne		
1.08	M314 M501	Granular "A"	800	Tonne		
1.09	M506	Calcium Chloride	500	kg		
1.10	M501	Water For Compaction and Dust Control	50	m ³		
1.11	M310 S.P.	Sawcut Bituminous Pavement	37	m		
1.12	M310 S.P.	Cold Planing Existing Asphalt (Minimum Depth 40 mm)	12	m ²		

ITEM NO.	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.13	M310 S.P.	Hot Mix Asphalt HL8 Binder Course (50mm)	30	Tonne		
1.14	M310 S.P.	Hot Mix Asphalt HL3 Surface Course (40mm)	25	Tonne		
1.15	M501	Excavate and Grade New Ditches	480	m		
1.16	M511 S.P.	Topsoil	800	m ²		
1.17	M310 S.P.	Hydraulic Seed and Mulch	800	m ²		
1.18	M310 S.P.	Pavement Markings, 10 cm	5	m		
1.19	M310 S.P.	Pavement Markings, 45 cm	5	m		
1.20	M310 M311 S.P.	Remove, Salvage and Re-Install Existing Signs	100%	L.S.		
SUB-TOTAL - SECTION 1 --- ROADS AND DRAINAGE						\$
SECTION 2 --- MISCELLANEOUS						
2.01	S.P.	Construction Layout	100%	L.S.		
2.02		Provide Bonding and Insurance	100%	L.S.		
TOTAL - SECTION 2 --- MISCELLANEOUS						\$
TOTAL CONTRACT PRICE (Excluding H.S.T.)						\$

A bid bond, certified cheque or bank/trust co. draft for the sum of \$ _____ is enclosed.

10. I 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 sixty days (60) after the tender closing date, whichever event first occurs, and that the Township may at any time within that period, without notice, accept this tender.
11. Except as provided for in Clause 8 of Section A – Information to Tenderers, I agree that if I withdraw this tender at any time prior to sixty (60) days after the tender closing date, the amount of the deposit accompanying this Tender shall be forfeited to the Corporation and any other additional costs that may be incurred by the Corporation may be assessed to the Tenderer.
12. I agree that the awarding of the Contract based on this Tender by the Council of the said Corporation shall be an acceptance of this Tender.
13. If this Tender is accepted, I agree to furnish an approved Surety Bond for the proper fulfilment of the Contract as required and to execute the Contract Documents in triplicate, within fifteen (15) calendar days after being notified so to do. In the event of default or failure on our part to do so, I agree that the Corporation of the Township of Southgate shall be at liberty to accept the next lowest or any Tender or to advertise for new tenders, or to carry out the works in any other way they deem best.
14. If this Tender is accepted, I agree to complete the works as specified within the time for completion specified in the Contract. I will pay to the Corporation the sum specified in the Contract as liquidated damages (when applicable), for each calendar day that the work under the Contract, as expressly modified by all Contract Change Orders issued by the Contract Administrator, remains uncompleted after the expiry of the Time for Completion specified in the Contract or after the expiry of the extended time for completion allowed in writing by the Contract Administrator.
15. I propose the Bonding Company named hereunder

(Name of Bonding Company)

A company which is willing to become bound with _____
in the amount designated for the due performance and fulfilment of the Contract, for which this is a tender.

AGREEMENT TO BOND

CONTRACT NO. 4191-26

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

in a Performance Bond totaling One Hundred Per Cent (100%) and a Labour and Material Payment Bond totaling Fifty Per Cent (50%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein if the Tender _____

_____ is accepted by the Owner.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and a Labour and Material Payment Bond must be completed with the undersigned within fifteen (15) calendar days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

DATED THIS _____ day of _____ 20 _____

Name of Bonding Company

Signature of Authorized Person Signing for Bonding Company
(Company Seal)

Position

STATEMENT "A"TENDERER'S EXPERIENCE IN SIMILAR MTO WORKSINCE January 1st, 2021

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED (Including Contact Information)	NAME OF CONSULTANT OR ENGINEER (Including Contact Information)	VALUE
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STATEMENT "B"

TENDERER'S SENIOR SUPERVISORY STAFF

<u>NAME</u>	<u>APPOINTMENT</u>	<u>QUALIFICATIONS AND EXPERIENCE</u>
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Note To Tenderer - Refer to Clause 13 of Section A - Information to Tenderers

STATEMENT "C"

PROPOSED CONSTRUCTION PLANT

PLANT AVAILABLE:

PLANT TO BE RENTED:

PLANT TO BE PURCHASED:

STATEMENT "D"LIST OF PROPOSED SUB-CONTRACTORS

Clause 14 of Section A - Information for Tenderers requires the Tenderer to list on this Statement Sheet, the name of each proposed sub-contractor. For the Tenderer's convenience and to ensure that a complete list is submitted with the Tender, a list of possible sub-trades has been printed below. The Tenderer shall make an entry against each possible sub-trade listed, either by naming the proposed sub-contractor or by entering "by own forces", whichever applies.

If in addition, the Tenderer proposes to sublet a part of the work which is not listed below, he shall add the sub-trade and the proposed sub-contractor's name to the list.

<u>SUB-TRADE</u>	<u>NAME AND ADDRESS OF PROPOSED SUB-CONTRACTOR</u>	<u>VALUE OF SUB-CONTRACT</u>
Soil Excavation		
Granular Materials		
Asphalt Paving		
Landscaping		

Note To Tenderer - Refer to Clause 14 of Section A - Information To Tenderers

SCHEDULE OF PROVISIONS, PLANS, STANDARD DRAWINGS, SPECIFICATIONS AND GENERAL CONDITIONSCONTRACT NO. 4191-26

The work specified in this Contract will be performed in strict accordance with the following Provisions, Plans, Standard Drawings, Specifications and General Conditions.

SPECIAL PROVISIONS

Special Provisions -- Items
Special Provisions -- General

PLANS

Cover Sheet

- Drawing No. 01 - Plan and Profile – Southgate Sideroad 21
- Drawing No. 02 - Typical Sections and Details

ONTARIO PROVINCIAL STANDARD DRAWINGS

- OPSD 206.010 (Rev. 3) - Granular Courses – Undivided Rural
- OPSD 219.110 (Rev. 3) - Light Duty Silt Fence Barrier
- OPSD 219.191 (Rev. 1) - Fibre Roll Flow Check Dams
- OPSD 300.010 (Rev. 4) - Side Road Intersection Fill
- OPSD 304.010 (Rev. 3) - Shoulder Treatment – Sideroad Intersections
- OPSD 500.010 (Rev. 2) - Turning Basins for Terminated Rural Roadways

A copy of the Ontario Provincial Standard Drawings is not included in the Tender Documents but will be included in the Documents executed between the successful Contractor and the Corporation.

ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

MUNI.100 (Nov. 2024)	MUNI.102 (Nov. 2018)	PROV.127 (Jul. 2025)
MUNI.180 (Nov. 2025)	MUNI.182 (Nov. 2021)	MUNI.201 (Apr. 2019)
MUNI.206 (Apr. 2019)	MUNI.301 (Nov. 2018)	MUNI.310 (Nov. 2017)
MUNI.311 (Nov. 2018)	MUNI.314 (Nov. 2023)	MUNI.401 (Nov. 2024)
MUNI.421 (Nov. 2018)	MUNI.490 (Nov. 2020)	MUNI.491 (Nov. 2017)
MUNI.492 (Nov. 2020)	MUNI.501 (Nov. 2017)	MUNI.506 (Nov. 2017)
MUNI.510 (Nov. 2018)	MUNI.511 (Nov. 2019)	MUNI.517 (Nov. 2021)
MUNI.539 (Nov. 2021)	MUNI.703 (Apr. 2019)	MUNI.706 (Apr. 2018)
MUNI.710 (Nov. 2021)	MUNI.801 (Nov. 2019)	MUNI.802 (Nov. 2019)
MUNI.804 (Nov. 2014)	MUNI.805 (Nov. 2021)	

Mutatis Mutandis

It will be the Contractor's responsibility to obtain current copies of the Ontario Provincial Standard Specification Forms listed above, which form part of this Contract.

GENERAL CONDITIONS

Ontario Provincial Standard Specifications Municipal-Oriented General Conditions of Contract, November, 2024 (OPSS.MUNI 100)

It will be the Contractor's responsibility to obtain current copies of the General Conditions of Contract listed above, which form part of this Contract.

FREEDOM OF INFORMATION ACT

Please note that the Freedom of Information Act, as it relates to Municipalities and local boards came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by Municipalities and local boards.

If the Contractor wishes any or all of the documents that are submitted to the Township of Southgate, as part of this tender to be protected from disclosure under the above legislation, please ensure that the following statement, signed by a responsible officer, is attached to the Form of Tender. This statement will not guarantee that there will never be disclosure, but it does enable the Township of Southgate to continue its current activity of non-disclosure of information other than publicly opened and publicly read tender prices submitted with tenders, and amounts of formally awarded contracts. It also lays the groundwork for handling an application for disclosure by a third party under this legislation.

“This tender is submitted in confidence and contains some or all of the following types of information: trade secrets, scientific information, technical information, commercial information, financial information, and labour relations information. Disclosure of any of the information contained in any of the documents herein would result in undue loss to (insert name of concerned person or company).”

Signature of Responsible Officer

ACKNOWLEDGEMENT

NOTE #1 - THIS TENDER WILL BE SUBMITTED TO tenders@southgate.ca BY **2:00 pm (LOCAL TIME), THURSDAY, SEPTEMBER 3RD, 2023.**

NOTE #2 - FAILURE TO PROVIDE THE FORM OF TENDER (PAGES B-1 TO B-14), COMPLETE WITH AUTHORIZED SIGNATURE(S), AT TIME OF TENDER CLOSING, **WILL DISQUALIFY THE TENDER SUBMISSION.**

NOTE #3 - ENSURE THAT SCHEDULES **A** TO **D** ARE COMPLETED AND RETURNED WITH THE TENDER SUBMISSION. FAILURE TO DO SO WILL RESULT IN THE TENDER BEING DISQUALIFIED.

NOTE #4 - ENSURE TENDER DEPOSITS AND AGREEMENTS TO BOND AS REQUIRED ARE INCLUDED WITH THE TENDER SUBMISSION AS REQUIRED. FAILURE TO DO SO WILL RESULT IN THE TENDER BEING DISQUALIFIED.

By my/our signature(s), hereunder, I/we hereby agree to complete this Contract in accordance with the terms contained herein.

DATED AT: _____ this _____ day of _____ 2026

Witness

Signature of Authorized Person Signing for Contractor
(Company Seal)

H.S.T. Registration Number

Position

SECTION C

SPECIAL PROVISIONS -- ITEMS

ROADS AND DRAINAGETRAFFIC AND PEDESTRIAN CONTROL --- ITEM NO. 1.01a) Operation

The Contractor shall be responsible for the preparation and submission of a traffic control plan, all on-site signage, flagging and traffic control in accordance with "Temporary Conditions (Field Edition)" Ontario Traffic Manual – Book 7 and in consultation with the MTO, County of Dufferin, County of Grey, and Township of Southgate and the Contract Administrator. The Contractor will provide all necessary off-site signage and public notification of road construction. This includes construction ahead signs, construction zone signs and all other signage outside of the immediate work area.

It will be the Contractor's responsibility to install and maintain all signs and barriers adjacent to the site in accordance with the Ontario Traffic Manual, Book 7, the Ontario Occupational Health and Safety Act.

The contractor shall submit traffic control signage plan(s) to MTO, County of Dufferin, County of Grey, and Township of Southgate and Contractor Administrator for review and approval a minimum of one (1) week before commencement of the fabrication of signs.

The Contractor shall be responsible for the preparation and submission of traffic control plan(s), signage plan(s), and all supporting documentation to the MTO to obtain any and all permits and approvals required for work within the MTO right-of-way.

b) Payment

Payment at the unit bid price shall be full compensation for the preparation and submission of a traffic plan for approval by the Contract Administrator, the MTO, County of Dufferin, County of Grey, and Township of Southgate including supply, erection and maintenance of all signs, delineators, barriers etc. as required by the Ontario Traffic Control Manual, Book 7, Temporary Conditions and the Ontario Occupational Health and Safety Act. On completion of the work, the Contractor shall remove all signs, barriers etc.

Daily maintenance of all the signs, barricades, delineators etc. shall be the responsibility of the Contractor. No additional payment shall be made for these operations.

Contractor shall ensure all related cost will be included in the bid price to include full compensation for submissions, permits, labour, equipment, materials during this construction and the complete removal of controls upon completion of construction

Payment shall be made on a lump sum basis based on the following criteria

- 50% upon supply and installation of the completed traffic control plan,
- 40% for maintenance and continual implementation of the traffic control plan and
- 10% for removal of signs, barricades, fencing, etc.

SUPPLY AND INSTALL STRAW BALE FLOW CHECK --- ITEM NO. 1.02a) Payment

Payment at the unit bid price shall be full compensation for all labour, equipment and material to supply and install the straw bale flow check (OPSD-219.180) at locations shown on the Contract Drawings. The straw bale flow checks shall be maintained until all areas disturbed by construction are stabilized with vegetation at which time they shall be removed.

SUPPLY AND INSTALL LIGHT DUTY SILT FENCE BARRIER --- ITEM NO. 1.03

a) Payment

Payment at the unit bid price shall be full compensation for all labour, equipment and material for installation of silt control fence (OPSD-219.110) at location shown on the Contract Drawings. The fences are to be maintained until all areas disturbed by construction are stabilized with vegetation at which time they shall be removed.

CLEARING AND GRUBBING --- ITEM NO. 1.04

a) Operation

The Contractor shall clear and grub trees, brush and stumps in the locations designated by the Contract Administrator. No work can proceed until all plastic barrier fence is installed in areas designated for protection of existing trees.

b) Measurement for Payment

Measurement for payment shall be by lump sum for the complete clearing and grubbing of the existing trees and brush.

c) Payment

Payment at the unit bid price shall be full compensation for clearing and grubbing in the areas designated by the Contract Administrator.

REMOVAL OF FULL DEPTH BITUMINOUS PAVEMENT --- ITEM NO. 1.05

a) Operation

The bituminous pavement material shall not remain on the roadway after completion of the day's operation and placing of the material on any grass or gravel area prior to hauling off site shall not be permitted.

The bituminous pavement material shall be the responsibility of the Contractor to stockpile or dispose of at an approved location in accordance with the requirements of section 309 of the Environmental Protection Act and Guidelines for the Decommissioning and Cleanup of Site in Ontario.

b) Payment

Payment at the unit bid price for the above tender item shall include all labour, equipment, and materials required to do the work.

SOIL EXCAVATION --- ITEM NO. 1.06a) Disposal of Excavated Materials

All excavated material, except that material required for fill in ditches, boulevards, embankments, sub-excavation of topsoil etc. shall be the property of the Contractor and shall be disposed of off-site in accordance with the current version of the Ontario Regulation 153/04 and 406/19 On-Site and Excess Soil Management.

Chemical analysis was not undertaken on Southgate Sideroad 21. The required tests for chemical analysis may vary and will depend on the disposal site utilized by the Contractor. Should the Contractor's choice of disposal site require testing or only accept laboratory test results that have been completed within 30 days of exporting, then those costs for chemical analysis will be the responsibility of the Municipality.

For Tendering purposes, regarding Excess Soil Management, it should be assumed that the Salt Absorption Ratio (SAR) will exceed the MOE Table 1 criteria but, will not exceed Table 2 criteria for Industrial/Commercial/Community Property Use.

Table 1 and 2 are based on MOE's Standards – "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act, April 15, 2011"

Refer to Special Provisions – General, Section 7 (Management of Excess Materials).

b) Removal of Existing Pipes

All pipes 300 mm diameter and under, encountered in the excavation other than those specified for removal elsewhere in this specification, shall be considered as soil excavation and no additional payment will be made for their removal, disposal and plugging of open pipes remaining.

c) Operation

All excavation operations shall be performed in such a manner as to avoid the disturbance of the subgrade and damage to utilities. At no time shall more than 15 metres of excavation be left open. Stripping of topsoil in areas required for fill will be included in this item.

GRANULAR "B", TYPE III --- ITEM NO. 1.07a) Operation

The Granular "B" base course shall be placed by the method of rear end dump trucks and the material shall be pushed ahead by suitable equipment. No dump trucks or other heavy vehicle will be permitted on the subgrade until a lift of 300 mm minimum is constructed above the subgrade. The placing of Granular "B" shall be kept within 15 metres of road excavation operations at all times.

SAWCUT BITUMINOUS PAVEMENT --- ITEM NO. 1.11a) Measurement of Payment

Measurement for payment shall be based on the total length of sawcutting measured in metres.

COLD PLANING EXISTING ASPHALT --- ITEM NO. 1.12a) Operation

The equipment used for partial pavement removal shall be automatically controlled for grade and slope during removal. The surface remaining after removal shall have a constant and continuous cross fall matching the intended surface course cross fall. The surface remaining after reclaiming shall have an even texture longitudinally and transversely.

Care shall be taken, while removing, to minimize contamination.

The salvaged asphalt material shall not remain on the roadway after completion of the day's operation and placing of the material on a grade other than a bituminous surface prior to hauling to stockpile shall not be permitted. The salvaged asphalt pavement shall be the responsibility of the Contractor to either stockpile or dispose of at an approved location.

b) Measurement of Payment

Measurement of payment for cold planing existing pavement at joints between new and existing pavement shall be in square meters based on full width removal from edges of pavement and to a minimum depth of 40 mm.

c) Payment

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

HOT MIX ASPHALT HL 8 BINDER COURSE --- ITEM NO. 1.13a) Material

Asphalt cement – the grade shall be PG 58-28.

b) Operation

Depth of asphalt shall be 50 mm.

Grading of Granular "A" surface to the cross-section and depth required for placement of new asphalt shall be included in this item. It will be the Contractor's responsibility to monitor and prevent "End Load Segregation." Should the density and gradation not meet the required specifications of this Contract, the Contractor at their expense will be required to mill and replace the affected area to the satisfaction of the Township of Southgate.

Reclaimed asphalt pavement (RAP) portion to be in compliance with OPSS 1150. The use of up to 15% by mass of RAP shall be permitted for HL 4 binder course mixes.

c) Payment

Payment at the unit bid price shall also be full compensation for the supply and placing of HL 8 asphalt to the required surface elevation, as shown on the Contract Drawings. The depth of asphalt is as noted above and on the Contract Drawings.

Payment at the unit bid price shall also include grading of Granular "A" surface to cross-section and depth required including compaction.

Appendix 310-B, November 2017 of OPSS.MUNI 310 shall apply to this contract. The Township of Southgate will adjust the payment to the Contractor based on changes to the Ministry of

Transportation's performance graded asphalt cement price index (no opt out will be allowed).

HOT MIX ASPHALT HL 3 SURFACE COURSE --- ITEM NO. 1.14

a) Material

Asphalt cement – the grade shall be PG 58-28.

All vegetation between the concrete curb and base asphalt is to be removed and the areas sterilized. Streets are to be flushed, cleaned and swept, including the concrete gutters.

b) Operation

This work is to be completed in 2024/2025.

It will be the Contractor's responsibility to meet the required specifications. Should these requirements not meet the required specifications of this Contract, the Contractor at their expense will be required to mill and replace the affected area to the satisfaction of the Township of Southgate.

Depth of asphalt shall be 40mm.

No surface course trial area or tack coat shall be required on this Contract. Recycled hot mix asphalt shall not be used for surface course asphalt in this Contract.

It will be the Contractor's responsibility to monitor and prevent "End Load Segregation".

Equipment to prevent end load segregation will only be required for surface asphalt. All associated costs with the use of specialized equipment will be included within the unit bid price for the placement of asphalt.

Should the density and graduation not meet the required specifications of this Contract, the Contractor at their expense will be required to mill and replace the affected area to the satisfaction of the Township of Southgate.

c) Payment

Payment at the unit bid price shall also include sweeping, cleaning and flushing the existing asphalt surface in preparation for the placement of the surface course asphalt, and padding existing asphalt areas where required.

Payment at the unit bid price shall also be full compensation for the supply and placing of HL 3 asphalt to the required surface elevation.

Appendix 310-B, November 2017 of OPSS.MUNI 310 shall apply to this contract. The Township of Southgate will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement price index (no opt out will be allowed).

EXCAVATE AND GRADE NEW DITCHES --- ITEM NO. 1.15

a) Measurement for Payment

Measurement for payment shall be by the lineal metre of ditch cleaned out.

b) Payment

Payment at the unit bid price shall be full compensation for the excavating, cleaning out and regrading of the ditches, loading, hauling and disposing of excavated material off site.

TOPSOIL (IMPORTED) --- ITEM NO. 1.16

a) Operation

Topsoil shall be placed at a minimum depth of 150 mm.

b) Measurement for Payment

Measurement for payment shall be based on the surface area measured in square metres.

HYDRAULIC SEED AND MULCH --- ITEM NO. 1.17

a) Material

Seed mix shall be Standard Roadside Mix.

b) Measurement for Payment

Measurement for payment shall be based on the surface area measured in square metres.

PAVEMENT MARKINGS --- ITEM NOS. 1.18 & 1.19

a) Material

Pavement markings shall be in accordance with OPSS 1716.

b) Payment

Payment at the unit bid price shall be full compensation for all labour, equipment and material for pavement markings, including white stop bars.

REMOVE, SALVAGE & RE-INSTALL EXISTING SIGNS --- ITEM NO. 1.20

a) Payment

Payment at the unit bid price shall be full compensation for all labour, equipment and material to remove the existing traffic control and street signs, providing temporary storage of the signs during construction, re-installation of the traffic control signs at completion of excavation and grading operation. Where signs are required for traffic control i.e. stop signs, then they shall be temporarily installed during the construction operation.

It will be the Contractor's responsibility to replace at their expense any signs damaged or lost during construction.

Existing Sign Inventory		
Station and Offset		Description
Sta 0+015	6m O/S Rt	Street Sign (Highway 89 and Southgate SRD 21)
Sta 0+015	6m O/S Lt	Stop Sign (Ra-1)

MISCELLANEOUS

CONSTRUCTION LAYOUT --- ITEM NO. 2.01

a) Operation

The Contract Administrator shall provide the Contractor with the following:

- i. Geodetic Benchmarks as listed on the Contract Drawing.
- ii. Digital Copy of the Tender Drawings.

The Contractor shall provide the Contract administrator with a copy of all grade sheets required during construction of the various stages of work including boning rod and cross-heads.

SECTION D

SPECIAL PROVISIONS -- GENERAL

TOWNSHIP OF SOUTHGATE

CONTRACT NO. 4191-26

INDEX TO SECTION D - SPECIAL PROVISIONS - GENERAL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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2.	GENERAL CONDITIONS OF THE CONTRACT	D-1
3.	INVOICING AND PAYMENT PROCEDURE	D-1
4.	CHANGES TO GOVERNMENT TAXES	D-3
5.	HARMONIZED SALES TAX (H.S.T)	D-3
6.	REGULATION OF PITS AND QUARRIES	D-3
7.	MANAGEMENT OF EXCESS MATERIALS	D-4
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10.	GUARANTEED MAINTENANCE AND MAINTENANCE SECURITY	D-8
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20.	PROTECTION OF ADJACENT STRUCTURES, UTILITIES AND PRIVATE PROPERTY	D-11
21.	SEDIMENTATION CONTROL	D-11
22.	TEMPORARY ACCESS	D-11
23.	CLEAN-UP AND TIDY CONDITION	D-11
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25.	MISCELLANEOUS	D-12
26.	EQUIPMENT CLEANING	D-12

TOWNSHIP OF SOUTHGATECONTRACT NO. 4191-241. CLARIFICATION

It will be the Contractor's responsibility, before submitting their bid, to clarify with the Contract Administrator, any details in question not mentioned in this Contract or shown on the attached drawings. The unit prices as tendered shall include the supply of all labour, equipment and materials required to complete this Contract to the satisfaction of the Contract Administrator.

2. GENERAL CONDITIONS OF THE CONTRACT

All the requirements of the Ontario Provincial Standards Specifications Municipal-Oriented General Conditions of Contract, November, 2024 (OPSS.MUNI 100) shall apply to this Contract with the following exceptions:

GC8.02.04.05.03 - Substantial Performance Payment and Statutory Holdback Release Payment Certificates

The 10% holdback for each year of work shall be paid to the Contractor as follows:

- i) 10% after the expiration of sixty-one (61) days following the publication date of the Certificate of Substantial Performance for that year's work provided the Corporation has not received any claims for lien in connection with this Contract.

Notwithstanding the General Conditions of Contract, payments to the Contractor, holdbacks and their release and certificates of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Act until completion of the entire Contract.

The Contractor shall make due allowance in his total tender price for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News as required by the General Conditions of the Contract.

3. INVOICING AND PAYMENT PROCEDURE

3.1 The Owner shall pay the Contractor only in accordance with the procedures set out in articles 3.1 to 3.10 below.

3.2 Pursuant to OPS GC 8.01.01, the Contract Administrator will provide the Contractor with an Estimate of the value of the work performed and material supply on an electronic spreadsheet (Payment Draw Estimate & Owner Cover Page). For purposes of this Contract, the Cut-Off Date shall be the end of the month unless otherwise agreed upon.

3.3 Delete GC8.02.04.01.02 from the General Conditions. A Proper Invoice ("Proper Invoice") means an invoice submitted by the Contractor to the Owner and Contract Administrator after receipt by the Contractor of the Contract Administrator's Payment Draw Estimate and which includes:

- i. properly completed Owner's Cover Page;
- ii. Contractor's invoice number;
- iii. Contractor's name and address;

- iv. the date on which the Proper Invoice is submitted to the Owner and the period during which the services or materials for which payment is being applied were supplied;
 - v. a description, including quantity where appropriate, of the services or materials that were supplied during the payment period, using the form of Payment Draw Estimate provided by the Contract Administrator;
 - vi. the amount payable for the works, services or materials that were supplied during the payment period, and the payment terms, using the form of Payment Draw Estimate provided by the Contract Administrator;
 - vii. the amount of the statutory holdback, maintenance holdback, liens, Owner's set-off;
 - viii. the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - ix. the list and total of approved change orders and revised contract amount;
 - x. Contractor's HST number;
 - xi. evidence reasonably required by the Owner to establish the value and delivery of products for which payment is claimed in the Proper Invoice, and which have been delivered to the project premises but have not yet been incorporated into the Work;
 - xii. copy of successful testing, inspection and commissioning reports where specified in the contract.
 - xiii. a current WSIB Clearance Certificate;
 - xiv. a properly completed CCDC 9A Statutory Declaration (not required with first payment request).
- 3.4 Proper Invoices shall be sent through email directly to the Owner's Project Manager and the Contract Administrator. List of project contact information for invoice submissions will be provided to the successful Contractor at the pre-construction meeting.
- 3.5 A Proper Invoice shall not be submitted or received between December 22nd and January 2nd inclusive. Any such invoice submitted during that period shall be deemed to have been received January 3rd. This time frame will not accrue the counting of days.
- 3.6 Subject to the giving of a notice of non-payment as per the *Construction Act*, the Owner shall pay any Proper Invoice received by the Owner in accordance with the provisions of the Contract and the *Construction Act*, subject to any holdback provisions of the Contract and the *Construction Act*. The Contractor shall be deemed to have been paid on the day that the Contractor is advised by the Owner, or its representative, that payment is available to be picked up by the Contractor.
- 3.7 The Owner will retain holdback in the form of funds and will not accept any of the forms listed in section 22(4) of the *Construction Act*.
- 3.8 The submission of a Proper Invoice is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof.
- 3.9 The Owner shall not be liable or compelled to pay for any extras or additional work not included in this Contract except only in the manner as provided for herein.
- 3.10 The Owner shall not be liable or compelled to grant or issue any certificate or approve any invoice or estimate for Work rejected or condemned by the Owner or to pay any money therefore until the Work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the Owner and it is hereby expressly provided that the granting of any certificate or approval of any estimate or invoice, or the payment of any monies thereunder shall not be construed as an acceptance of any bad or defective

work or material, to which the same relates or as an admission or liability to pay any money in respect thereof and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the Owner at the time such certificate was granted, invoice or estimate was approved, or monies were paid thereon. Where the replacement or repair of any sub-standard or deficient portion of the work may be detrimental to the overall work or may cause excessive schedule delays or be cost prohibitive, the Owner at their sole discretion may retain a set-off amount in accordance with GC 8.02.04.11 instead of requiring the replacement or repair of the sub-standard or deficient portion of the work. The value of the set-off amount shall be determined by the Contract Administrator.

4. CHANGES TO GOVERNMENT TAXES

Where a change in Canadian Federal or Provincial taxes occurs after the Tender Closing Date for this Contract, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax costs shall be submitted by the Contractor to the Contract Administrator on forms provided to the Contractor. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of the work.

Where the Contractor benefits from a change in Canadian Federal or Provincial Government taxes, the Contractor shall submit to the Contract Administrator, on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than thirty (30) days after the date of acceptance of the work.

The Contract Administrator reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set off from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs at which time the final payment adjustment will be determined.

Changes in Federal or Provincial taxes which impact upon commodities, which when left in place form part of the finished work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services, in the latter context, means the supply and operation of equipment, the provision of labour and the supply of commodities, which do not form part of the finished work.

5. HARMONIZED SALES TAX (H.S.T)

The individual tendered unit prices shall not include the Harmonized Sales Tax (H.S.T.). This tax is not to be shown in the Form of Tender, Section B.

Payment Certificate will reflect the amount of H.S.T. calculated on the value of work completed.

6. REGULATION OF PITS AND QUARRIES

The Contractor cannot assume that they will receive permission to use any pit source. Before permission is granted, the Contractor shall obtain, in writing, the consent of the Municipality in which the pit is located. In the event that the Municipality objects to the Contractor's proposal, such objections shall be submitted together with the application.

All costs related to this specification will be deemed to have been included in the appropriate tender items and no separate payment will be made therefore.

7. MANAGEMENT OF EXCESS MATERIALS

- 7.1 All excavated material shall become the property of the Contractor, and the Contractor's unit price bid for the item shall include the cost of loading, hauling, dumping and grading. The cost of sampling, analysis/laboratory testing and Qualified Person (QP) will be the responsibility of the Owner. The Contractor's management of excess materials shall be in accordance with OPSS.MUNI 180, Ontario Regulation 153/04 and Ontario Regulation 406/19 under the Environmental Protection Act (EPA) and the Rules for Soil Management and Excess Soil Quality Standards (Soil Rules) that form part of O.Reg. 406/19.

On-site and excess soil management is governed by O.Reg. 153/04 and O.Reg. 406/19 under the EPA. When the volume of excess soil to be removed from the project area is determined to be 350 m³ or less, the Soil Quality Standard Tables for the soil are governed by O.Reg. 153/04. When the excess soil volume exceeds 350 m³, the Soil Quality Standard Tables for the soil are governed by O.Reg. 406/19.

- 7.2 **Design and Submission Requirements** The soil samples shall be collected immediately from test holes upon commencement of work on site or as soon as possible following award of the Contract by the Owner. The Owner shall hire and utilize a Qualified Person (QP), as defined in O.Reg. 406/19. The QP will be responsible for collecting and submitting the required number of soil samples required by the Regulations prior to the Contractor removing any excess soil from the site. The Contractor shall provide 10 days of advance notice for when they would like to complete the testing holes to assist with sample collection.

The number of soil samples collected shall adhere to the following table:

Volume of Excess Soil to be Removed from Site (m ³)	Minimum Number of Samples
Less than 600	3 samples
600 to 10,000	1 soil sample per 200m ³
10,000 to 40,000	1 soil sample per each 450m ³ after the first 10,000m ³
Greater than 40,000	1 soil sample per each 2,000m ³ after the first 40,000m ³

Samples shall be tested for all parameters listed in Table 1: Full Depth Background Site Condition Standards found in Part II: Excess Soil Quality Standards (ESQS) of the Soil Rules.

The Owner's QP and the Contract Administrator shall make the final decision on the number of soil samples to be collected, as per O.Reg. 406/19. The Owner shall coordinate with the QP to have them present the day that test holes are completed so that the soil can be considered in-situ. It is anticipated the soil will meet Table 1 criteria of the Excess Soil Quality Standards (ESQS) of O.Reg. 406/19 however, should any results exceed Table 1 and meet Table 2.1 criteria (with the exception of EC and/or SAR) and/or exceed Table 1 and exceed Table 2.1 criteria (with the exception of EC and/or SAR), the Contractor and QP shall work with the Contract Administrator to establish a suitable disposal plan and any additional disposal costs for the contaminated soil shall be managed through the applicable items.

The QP will be responsible for submitting, to the Contract Administrator and the Contractor, the sample results and a Soil Characterization Report (SCR) following the requirements outlined in O.Reg. 406/19. No compensation will be provided to the Contractor for delays while the QP tests the soil samples and provides the results of the analysis. The Contractor,

with assistance from the QP, will be responsible for securing a disposal (reuse) site and for submitting documentation to the Contract Administrator which details the receiving site owner's written acceptance of the excess soil for reuse (i.e., OPSF 180-1, Site Selection Notification for Stockpiling Materials Managed Through Re-Use, or OPSF 180-2, Site Selection Notification for Material Managed as Disposable Fill, or OPSF 180-3, Property Owner's Release or equivalent). The conditions of O.Reg. 406/19 require a suitable reuse site to have a beneficial purpose for the material being imported and the quantity and quality of the excess soil must be suitable and placed for that purpose. The documentation detailing the receiving site owner's written acceptance of the material and the SCR must be provided to the Contract Administrator **prior to removing any excess material from site.**

The subsurface soil condition and environmental quality of the soils within the work area may vary between and beyond the sampled locations. If soils are encountered during the construction activities that appear to have been environmentally impacted by contaminants and do not otherwise match the analytical results and testing classifications of the SCR, these soils should be segregated into separate stockpiles (plastic sheeting placed below and above the stockpile) and inspected at that time to determine appropriate sampling, handling and/or disposal requirements. The Contractor shall provide to the Contract Administrator an operating procedure that outlines what must occur if any person working in the project area makes an observation during soil excavation, including any visual or olfactory observation, that suggests that the soil being excavated may be contaminated. The requirements of the procedure are to follow O.Reg. 406/19, shall be developed by a QP and be provided to the Contractor at the Pre-Construction meeting.

When the work is substantially performed a completed final copy of the form OPSF 180-3, Property Owner's Release, covering the entirety of the project, shall be provided to the Contract Administrator.

7.3 OPSS.MUNI 180.04.01.06 Excess Material Audit or Inventory Document shall be amended as follows:

An excess material audit or inventory will be imposed for this contract as per O.Reg. 406/19. A copy of the audit or inventory documents, as prepared by the Contractor, shall be provided to the Contract Administrator monthly. At a minimum, the audit/inventory document shall include the following: The Contractor's Name; the haulers contact information; a listing of how much excess soil was disposed of off-site; where it was disposed of, what the beneficial reuse was, as well as the date and time of each load and contact information of the person who acknowledged receipt of the load of excess soil on behalf of the site where the excess soil was deposited.

Upon completion of the contract, the Contractor shall submit all documentation required by OPSS.MUNI 180, O.Reg. 406/19 and O.Reg. 153/04 under the Environmental Protection Act.

The Contractor shall comply with the Environmental Protection Act, including O.Reg. 347/90 (as amended) and shall use appropriately licensed haulers and receivers for all waste transportation and disposal as required.

The Owner has not designated or identified specific haulers, receivers, and/or disposal site for excess materials generated under this Contract. The Contractor is solely responsible for identifying and selecting appropriate haulers, receivers and/or disposal sites required to complete the work.

7.4 OPSS.MUNI 180.07.03 Conditions on Management as Disposable Fill – Salt Impacted Soils (all Other Concentrations Below Table 2.1 ESQS)

Should excess soil be exported from the work area for off-site reuse, such soils must be free of staining, petroleum hydrocarbons (PHC) or solvent-like odours, and/or debris.

Reuse Site options may include, but may not be limited to:

- Other development projects, in accordance with the *Rules for Soil Management and Excess Soil Quality Standards* (“Soil Rules”)
- Site Alteration Permit Properties (SAPPs) having appropriate approval to accept such salt-impacted soil; and
- Aggregate pits having appropriate approval to accept such salt-impacted soil.

The deposit of this material on a Reuse Site is also subject to the following conditions:

- The Reuse Site must provide written consent to accept the soil
- The intended Reuse Site must be made aware of the elevated levels of SAR, so that they may dispose of, or place, the soil appropriately and in accordance with the Soil Rules.
- The Reuse Site must have a beneficial purpose for the material being imported and the quantity of soil must be suitable and placed for that purpose. Consultation with a geotechnical engineer or qualified person may be required.
- The moisture content of the material is suitable for transportation.
- The excess soil must be finally placed no later than two years after it is deposited at the Reuse Site.

Other considerations should include:

- Ensuring appropriate drainage patterns are maintained during the following placement at the Reuse Site.
- Ensuring the protection of natural heritage features (wetlands and woodlands) during and following the placement at the receiving site, including the use of erosion controls.

Alternatively, these soils could also be transferred to Class 1 or Class 2 Soil Management Sites or a Local Waste Transfer Facility as per OPSS.MUNI 180.07.05 Conditions on Management by Disposal as Non-Hazardous Solid Industrial or Commercial Waste.

The subsurface soil condition and environmental quality of the soils within the work area may vary between and beyond the borehole and sampled locations. If soils are encountered during the construction activities that appear to have been environmentally impacted and not addressed herein, these soils should be segregated into separate stockpiles (plastic sheeting placed below and above the stockpile) and inspected at that time to determine appropriate sampling, handling and/or disposal requirements.

7.5 OPSS.MUNI 180.07.05 Conditions on Management by Disposal as Non-Hazardous Solid Industrial or Commercial Waste (Above the Table 1 Soils Standards under O.Reg. 153/04 as amended).

Excess soil found to be in exceedance of Table 2.1 of the ESQS (other than soil that exceeds Table 2.1 for SAR and/or EC) should be delineated, separated and transferred to an appropriate reuse/disposal site.

In accordance with O.Reg. 406/19, appropriate receivers may include:

- Other development projects in accordance with the Soil Rules/Beneficial Reuse Assessment Tool (BRAT);
- Site Alteration Permit Properties (SAPPs) having appropriate approval to accept such PHC impacted soil; and

- Class 1 Soil Management Sites;
- Class 2 Soil Management Sites; and
- Local Waste Transfer Facility

8. PROVISION FOR TRAFFIC – NOTIFICATIONS

- i) No work shall be performed on Rights-Of-Way without the approval of the Road Authority.
- ii) When streets are to be closed, or traffic restricted, the appropriate ambulance, fire and police departments, the Student Transportation Consortium of Grey Bruce and the Township Waste Management shall be notified, giving at least seven days notice of the closing or restriction.
- iii) If bus routes are affected, the bus company shall be notified, giving at least seven days notice.
- iv) When streets are to be re-opened, or restrictions removed, the ambulance, fire, police, the Student Transportation Consortium of Grey Bruce and the Township Waste Management shall again be notified.

9. PROGRESS AND TIME FOR COMPLETION

i) TIME

Time shall be the essence of this Agreement.

ii) PROGRESS OF THE WORK AND TIME FOR COMPLETION

The charging of working days on this Contract shall commence fifteen (15) calendar days after the date of award of the Contract by the Corporation and the Contractor shall diligently carry out their work on this Contract to completion as follows:

- a) All works to be completed by **November 20, 2026**.

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

iii) CONTROLLING OPERATION

A controlling operation or operations is any feature of the work as determined by the Contract Administrator, which, if delayed, will delay the time of completion of the Contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Corporation in writing on the form prescribed at least fifteen (15) days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the Corporation 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 Corporation 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 Corporation whatsoever under this Contract, and all of 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 Corporation or the Contract Administrator or any person to take any action consequent upon the act, default, breach, 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 and 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 case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Contract Administrator.

iv) LIQUIDATED DAMAGES

It is agreed by the parties of the Contract that in case all the work called for under the Contract is not finished or completed by the completion date as set forth in the Special Provisions, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner, the sum of one thousand dollars (\$1,000.00) for liquidated damages for each and every calendar day's delay in finishing the work in excess of the completion date and it is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion date.

The Owner may deduct any amount due under this 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.

Extension of contract time may be considered by the Contract Administrator in accordance with the provisions of Section GC 3.07 of the General Conditions of Contract. No Sunday work shall be permitted except in the case of an emergency and then only with written permission and to such extent as the Contract Administrator may judge to be necessary.

10. GUARANTEED MAINTENANCE AND MAINTENANCE SECURITY

i) GUARANTEED MAINTENANCE

The Contractor guarantees that with ordinary wear and tear expected, the said Work shall, for a period of twenty four (24) months from the date of Substantial Performance or such longer period as may be specified for certain materials of the Work, remain in such condition as will meet the approval of the Contract Administrator, and that they will, upon being required by the Contract Administrator, make good in a permanent manner any imperfections therein due to materials or workmanship used in the construction thereof.

Within five (5) business days of notification by the Contract Administrator, the Contractor shall commence repair of any imperfection. If the repair is not commenced within five (5) business day period, the Owner will undertake the repair and deduct any costs incurred for this Work from any monies that may be due payable to the Contractor.

ii) MAINTENANCE SECURITY

Notwithstanding the requirements of the Construction Act or the provisions of Section GC 8.02 of the General Conditions of Contract, a maintenance security in the amount of ten percent (10%) to a maximum amount of fifteen thousand dollars (\$15,000.00) will be retained by the Owner in addition to the Lien Holdback and any other applicable set-off amounts. At the end of the maintenance period, the security will be released, reduced or retained depending on the status of the repair of deficiencies, the completion of any required training or equipment demonstrations, submission of any applicable warranties, as-built drawings, parts lists and operations or

maintenance manuals as specified in the Contract. This maintenance security will be in addition to any other holdbacks retained or set-offs. No interest on monies held back by the Owner will be paid to the Contractor.

The Contract Administrator, at their discretion, may reduce the value of the maintenance holdback.

iii) PERIOD OF GUARANTEED MAINTENANCE

The Contractor shall maintain the required performance bond in full force and effect for a period of not less than twenty four (24) months from the date of Substantial Performance for each part of the work.

The guarantee shall apply to the quality of materials and workmanship for work included in this Contract. The Contractor shall be responsible for correcting any deficiencies which occur due to defective material or faulty workmanship.

11. CO-ORDINATION MEETINGS

The Contractor shall attend construction meetings with the Owner, Contractor Administrator, and other parties as required.

The Contractor shall attend such meetings with the Corporation and/or Utility Company authorities as may be required by the Contract Administrator to co-ordinate services affected by the Contract.

12. DUST CONTROL

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from their operations either within the Right-Of-Way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

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

The cost of all such preventative measures shall be borne by the Contractor except, however, where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which it is the Contractor's responsibility to maintain for public traffic, the cost of such quantities of water and calcium chloride as authorized by the Contract Administrator to restrict dust to acceptable levels, shall be paid for by the Corporation at the Contract prices for the appropriate tender items for Water for Compaction and Dust Control or Calcium Chloride or both.

13. NO OPEN BURNING

Open fires shall not be located within the limits of this contract unless written approval is obtained from the Contract Administrator and/or authorities having jurisdiction.

Brush and debris shall be disposed of outside the Right-of-Way in a manner approved by the Contract Administrator, so as not to be unsightly or potentially unsightly from any road. The Contractor shall arrange for disposal areas at their own expense.

14. HAUL ROADS AND ACCESS ROADS

Sections 212.10.02 and 212.10.03 of OPSS 212 shall be amended by the deletion of the final paragraph thereof and its replacement by the following paragraph:

"No payment shall be made for materials placed and work performed in accordance with the requirements of this Section".

15. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)

Reporting

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

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

16. SPILLS REPORTING

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

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

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

Spills must be reported immediately to the Ministry of the Environment's "SPILLS ACTION CENTRE" at 1-800-268-6060.

17. MUD

Streets and other construction areas shall be kept clean. If it is necessary to haul wet material, suitable watertight trucks shall be used.

18. INCLEMENT WEATHER

Adequate protection shall be made and precautions taken at times of inclement weather.

Inclement weather or extra work caused by such weather will not be accepted as reason for additional payment.

19. EXISTING UTILITIES

The Contractor shall contact the various utility companies prior to commencing work and become informed of the exact location of utilities and protect them during construction and assume liability for damage to utilities.

Utilities that require relocation will be the responsibility of the Utility Company concerned at no expense to the Contractor. Co-operate with the utility companies concerned and always provide them free access to their plant.

20. PROTECTION OF ADJACENT STRUCTURES, UTILITIES AND PRIVATE PROPERTY

The Contractor shall, at their own cost and expense and in a manner approved by the Contract Administrator, sustain in their places and protect from damage any and all poles and posts, all drains, watermains, all services (except where removals are called for), conduits, service pipes, and all other structures or property in the vicinity of their work, whether over or underground, or which appear in the excavation. Fire hydrants shall be kept accessible and free of obstructions and may be used as a source of water only with the approval of the Water Authority, and subject to its rules and conditions.

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

The Contract Administrator has endeavoured to plot on the Contract Drawings, all known existing utilities, pipes, manholes, conduits, watermains and sanitary sewers, poles, chambers or other objects being located underground, on the surface or above ground; but should the plottings of such be found to be incorrect, incomplete or omitted, the Contractor shall have no claim for any damages or delay caused to them on this account.

21. SEDIMENTATION CONTROL

The Contractor shall control their operations in such a way as to minimize erosion and the discharge of sediment laden water. Disturbed areas are to be stabilized as soon as possible. The operation of construction equipment and the placement of temporary material stockpiles is to be done so as to prevent the tracking or erosion of mud onto the adjacent travelled portion of the roadway.

Downstream storm sewers, catchbasin sumps and/or culverts are to be inspected regularly and cleaned of silt and debris as required. The Contractor shall be responsible for this cleaning until the upstream construction zone is fully stabilized.

All costs related to this specification will be deemed to have been included in the appropriate tender items and no separate payment will be made therefor.

22. TEMPORARY ACCESS

Where necessary for access, provide and maintain suitable safe, temporary roads, walkways and bridges. Remove temporary access facilities and restore disturbed areas, after the work of the Contract has been completed.

23. CLEAN-UP AND TIDY CONDITION

On a daily basis as the work progresses and on completion of the work, clean-up and remove the rubbish and debris from the site. Remove excess material that is not required to be left on the site by the conditions of the Contract.

Keep the site and the work as tidy as practicable at all times.

24. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Contract Administrator, damage is being or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, on direction of the Contract Administrator and at the Contractor's own expense, make changes in or

substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner remove the cause of such damage to the satisfaction of the Contract Administrator, except that where such a change, substitution, alteration or removal is made in circumstances that could not have been foreseen by the Contractor at the time of tendering and in respect of a vehicle hauling a load within its legal limit, it shall be at the expense of the Township.

Half load restrictions are put in place at the discretion of the Township and generally in effect from around March 1st to around May 1st for all Township roads within the Township of Southgate. All vehicles are permitted to travel at 5 tonnes per axel or less until the restriction has been lifted. This is as per Township By-law 2021-007.

25. MISCELLANEOUS

(a) Existing Materials

All existing materials along the line of construction deemed salvageable by the Contract Administrator shall be delivered to a storage site designated by the Contract Administrator. Salvaged materials shall remain the property of the Corporation. All other materials that, in the opinion of the Contract Administrator, cannot be salvaged shall be disposed of outside the limits of the Right-Of-Way as directed by the Contract Administrator, or at locations arranged for by the Contractor at their own expense.

(b) Work in Open Trench

The Contractor's attention is directed to the regulations issued by the Ministry of Labour for the Province of Ontario Occupational Health & Safety Act and Regulations for Construction Projects in regard to work in open trenches.

(c) Clean-Up

The Contractor will be responsible for all clean-up after construction to the complete satisfaction of the Contract Administrator.

(d) The Occupational Health and Safety Act

The Contractor's attention is directed to The Occupational Health and Safety Act and Regulations for Construction Projects. The Contractor shall comply with the requirements of this Act, and amendments thereto and regulations made thereunder.

This Contract is deemed to be an individual "Project" for the purposes of The Occupational Health and Safety Act and the regulations made thereunder and the Contractor to whom the Contract is awarded shall be deemed to be the "constructor" as defined in the said Act, of this "Project" and shall carry out all the obligations and shall bear all the responsibilities of the construction as set out in the said Act and regulations.

26. EQUIPMENT CLEANING

To prevent the transfer of invasive species, all clothing, vehicles, equipment and machinery shall be clean and free of debris prior to arriving on site, prior to entering any watercourse and prior to leaving the site. Vehicles, equipment and machinery shall be cleaned at least 30 metres from the watercourse on a gravel covered or hard surface that is gently sloping to assist in draining water and material away from the equipment. A high-pressured hose (with a minimum pressure of 90 pounds per square inch, with water supplied as high volume/low pressure or Low volume/high pressure) in combination with a shovel, pry bar and stiff brush or broom shall be used to dislodge clumps of mud, plants and debris from the equipment. The outside of the equipment should be cleaned from top to bottom, with emphasis on the undersides, wheels and wheel arches, engine bays and radiators. Equipment such as water trucks that may have been exposed to invasive

species should be disinfected with a bleach solution prior to conducting work in a new area. This will help to prevent the transportation of eggs and any harmful bacteria to others areas of the watercourse. All necessary in-water works are to be completed as quickly as possible to minimize the time the equipment spends in the water. Equipment shall not remain in the water during breaks in work activity.

Cleaning and inspection shall be completed in accordance with the latest version of the Clean Equipment Protocol for Industry manual prepared for the Canada-Ontario Invasive Species Centre and the Ontario Ministry of Natural Resources for additional information.

SECTION E
GENERAL CONDITIONS

TOWNSHIP OF SOUTHGATE

CONTRACT NO. 4191-26

SECTION E – GENERAL CONDITIONS

The Ontario Provincial Standard Specifications Municipal-Oriented General Conditions of Contract, November, 2024 (OPSS.MUNI 100) apply to this Contract but have not been inserted in the tendering package.

Copies of Ontario Provincial Standard Specifications Municipal-Oriented General Conditions of Contract, November, 2024 (OPSS.MUNI 100) are available for review at the Consulting Engineer's office or are also available on the Ministry of Transportation website.

A copy of the Ontario Provincial Standard Specifications Municipal-Oriented General Conditions of Contract, November, 2024 (OPSS.MUNI 100) will be included in the Documents executed between the successful Contractor and the Corporation.

SECTION F
ARTICLES OF AGREEMENT

CONTRACT NUMBER: 4191-26

ARTICLES OF AGREEMENT

THIS AGREEMENT made the day of , 2026

B E T W E E N:

(herein and throughout the Contract
Documents called the "Contractor")

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(herein and throughout the Contract
Documents called the "Owner" or
"Corporation")

WITNESSETH that the Corporation and the Contractor in consideration of the fulfillment of their respective promise and obligations herein set forth, covenant and agree with each other as follows:

ARTICLE I

- (a) This Agreement applies to the reconstruction of Southgate Sideroad 21 in the Township of Southgate.
- (b) This Agreement, together with Sections A to I of the Contract Documents constitute the "Contract" and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as though all the stipulations hereof had been embodied herein.
- (c) In case of any inconsistency or conflict between the provisions of this Agreement and the other sections of the Contract, the provisions of each of the Contract Documents shall take precedence and govern in the following order, namely:
 - (1) This Agreement
 - (2) Addenda
 - (3) Special Provisions
 - (4) Contract Plans (Including Quantity Tables contained within the Contract Documents)
 - (5) Standard Specifications
 - a. Owner's Standard Specifications
 - b. Ontario Provincial Standard Specifications
 - c. All other Standards referenced in OPSS's and OPSD's
 - (6) Standard Drawings
 - (7) Tender
 - (8) Supplemental General Conditions
 - (9) O.P.S.S.MUNI 100 General Conditions of Contract
 - (10) Working Drawings
- (d) Three copies of the Contract have been signed for identification by both the parties, which copies have been prepared by Triton Engineering Services Limited, 105 Queen Street West, Unit No. 14, Fergus, Ontario, N1M 1S6, acting as, and herein (and throughout the Contract) entitled the "Contract Administrator".

ARTICLE II

THE CONTRACTOR UNDERTAKES AND AGREES:

- (a) To supply (except as otherwise provided herein) all the materials and to perform all the work described in this Contract.
- (b) To complete the work described in this Tender commencing fifteen (15) calendar days after the award of the Tender by the Owner as follows:
 - (i) All works to be completed by **November 20, 2026**.

All requests for extension of said completion dates shall be by registered mail to the Owner and the decision of the Owner with respect to such requests is to be considered final and binding upon the Contractor.

- (c) To guarantee that under normal operating conditions and until the issuance by the Contract Administrator of the "Certificate of Substantial Performance" mentioned in sub-clause (b) of Article III hereof, the said work shall be maintained in such condition as will meet with the approval of the Contract Administrator and the appropriate officials of the Corporation of the Township of Southgate for a period of twenty-four (24) months from the date of Substantial Performance.
- (d) The decision of the Contract Administrator is to be final and binding on the Contractor and the Owner as to the nature and cause of any imperfections and as to the remedy for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Contract Administrator within forty-eight (48) hours after written notice may result in the Contract Administrator having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.
- (e) To furnish a Performance Bond for one hundred percent (100%) of the full tendered value of work and a Labour and Material Payment Bond for fifty percent (50%) of the full tendered value of the work, excluding all taxes.

ARTICLE III

THE OWNER UNDERTAKES AND AGREES:

- (a) That the Contractor shall receive payment for work done, and materials supplied according to the unit prices contained in the Form of Tender, in accordance with the provisions of this Contract. The unit prices will be applied by the Contract Administrator to the actual quantities of work and materials supplied by the Contractor whether these quantities be more or less than those estimated in the said Form of Tender and shown on the Contract Drawings.
- (b) That the Contractor shall receive payments monthly, or one payment the month following completion of the work should the said work be completed in one calendar month or less, at the rate of ninety percent (90%) of the work actually done and materials in place, according to the estimate of the Contract Administrator, less all forfeitures and deductions provided for in the Contract. These payments shall be authorized on Contract Payment Certificates issued by the Contract Administrator, which will be based on approximate estimates only, and must not be construed as an acceptance of the work so estimated or as an admission of liability by the Owner in respect thereof.
- (c) Within sixty-one (61) days following the date of publication of the Certificate of Substantial Performance, as required by the Construction Act, R.S.O. 1990, and when all the work has been completed in accordance with the Contract, a Payment Certificate will be issued by the Contract

Administrator at the rate of one hundred percent (100%) of the whole amount due under this Contract.

After the expiration of (24) months from the date of Substantial Performance and when all deficiencies have been corrected to the satisfaction of the Contract Administrator, a Final Certificate will be issued by the Contract Administrator.

ARTICLE IV

If and whenever either party desires to give notice to the other party or to the Contract Administrator under or in connection with this Contract, such notice will be effectively given if sent by prepaid registered mail addressed to:

The Contractor at:

-& to the Owner at:

**Corporation of the Township of Southgate
185667 Grey County Road 9
DUNDALK, Ontario
N0C 1B0**

-& to the Contract Administrator at:

**Triton Engineering Services Limited
Consulting Engineers
105 Queen Street West, Unit No. 14
FERGUS, Ontario
N1M 1S6**

and will be considered having been so given on the date of receipt.

ARTICLE V

This Agreement shall apply to and be binding on the parties hereto and their respective successors, administrators, executors and assigns.

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

DATE

[illegible]

.....(seal)
Lindsey Green, Municipal Clerk, Township of Southgate

SECTION G
STANDARDS

ONTARIO PROVINCIAL STANDARD DRAWINGS

INDEX

OPSD 206.010 (Rev. 3)	-	Granular Courses – Undivided Rural
OPSD 219.110 (Rev. 3)	-	Light Duty Silt Fence Barrier
OPSD 219.191 (Rev. 1)	-	Fibre Roll Flow Check Dams
OPSD 300.010 (Rev. 4)	-	Side Road Intersection Fill
OPSD 304.010 (Rev. 3)	-	Shoulder Treatment – Sideroad Intersections
OPSD 500.010 (Rev. 2)	-	Turning Basins for Terminated Rural Roadways

A copy of the Ontario Provincial Standard Drawings is not included in the Tender Documents but will be included in the Documents executed between the successful Contractor and the Corporation.