The Corporation of the County Of Peterborough
Bid Document

Request for Tender

Replacement of North River Bridge

Tender #: T-XX-20XX

Tender Closing

Date: TBD
Time: 2:00:00 p.m. (14:00:00 hours) local time
Location: The Corporation of the County of Peterborough
County Court House
470 Water Street
Peterborough, Ontario
K9H 3M3

Attn: Office of the Clerk

Late Bids Will Not Be Accepted.

The Corporation of the County of Peterborough reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.
# Table of Contents

**Part “A” - Information to Bidders** ................................................................. 6
Intended Use and Schedule of Work ................................................................. 6
Location .................................................................................................................. 6
Applicable Document Fees .................................................................................. 6
Bid Deposit Requirements .................................................................................... 6
Performance Surety Requirements ...................................................................... 6
Tender Award ........................................................................................................ 7
Inquiry .................................................................................................................. 7
Amendments to "Standard Terms and Conditions" ............................................. 7

**Part “B” - Standard Terms and Conditions** .................................................... 8
Definitions ............................................................................................................ 8
Bid Closing Time ................................................................................................. 8
Document Fees ................................................................................................. 9
Bid Requirements ............................................................................................... 9
Bidder’s Statement of Understanding .................................................................. 10
Clarification of Bid Documents .......................................................................... 10
Bid Deposit Requirements .................................................................................. 11
Performance Surety Requirements .................................................................... 11
Insurance and Workplace Safety Insurance Board ............................................. 11
Proof of Ability .................................................................................................. 11
Document and Site Review .................................................................................. 12
Pricing Requirement ........................................................................................... 12
Terms of Payment ............................................................................................... 12
Terms of Payment – For Construction Projects .................................................. 13
Delivery ............................................................................................................. 13
Patents and Copyrights ....................................................................................... 13
Assignment ........................................................................................................ 14
Occupational Health and Safety Act ................................................................... 14
Laws, Regulations, Permits, Fees and Licences .................................................... 15
Substitutes and Alternates ................................................................................ 16
Quantities ............................................................................................................ 16
Samples .............................................................................................................. 16
Quotation/Tender/Proposal Procedures ............................................................... 16
Contract Award .................................................................................................. 16
Contract Cancellation .......................................................................................... 17
Availability of Labour and Escalation .................................................................. 18
Correction of Defects ......................................................................................... 18
Disclosure .......................................................................................................... 18
Freedom of Information ..................................................................................... 19
Complaints ......................................................................................................... 19
Accessibility ........................................................................................................ 19
Video Surveillance .............................................................................................. 20
Property Claims during Construction .................................................................47
Property Owner’s Release of Privately Owned Land Used by The Contractor ...48
Winter Work ........................................................................................................49
Quality Assurance Testing ...............................................................................49
Delivery of Test Samples ................................................................................50
Notification of Construction Start Up .............................................................50
Submissions ........................................................................................................50
Shop Drawings ...................................................................................................51
Quality Control Testing .....................................................................................52
Concrete Field Testing Requirements ...............................................................52
Municipal and Provincial OPS Specifications ....................................................54

Special Provisions – Tender Items .................................................................55

Section ‘A’: General .........................................................................................56
Special Provision No. – A001 ...........................................................................56
Special Provision No. – A002 ...........................................................................58
Special Provision No. – A003 ...........................................................................59
Special Provision No. – A004 ...........................................................................59
Special Provision No. – A005 ...........................................................................60
Special Provision No. – A006 ...........................................................................60

Section ‘B’: Road Works ..................................................................................62
Special Provision No. – B001 ...........................................................................62
Special Provision No. – B002 ...........................................................................62
Special Provision No. – B003 ...........................................................................62
Special Provision No. – B004 ...........................................................................62
Special Provision No. – B005 ...........................................................................63
Special Provision No. – B006 ...........................................................................63
Special Provision No. – B007 ...........................................................................65
Special Provision No. – B008 ...........................................................................65
Special Provision No. – B009 ...........................................................................65
Special Provision No. – B010 ...........................................................................66
Special Provision No. – B011 ...........................................................................69
Special Provision No. – B012 ..........................................................................70

Section ‘C’: Landscaping ..................................................................................71
Special Provision No. – C001 ...........................................................................71
Special Provision No. – D001 ...........................................................................72
Special Provision No. – D002 ..........................................................................73

Excavation for Foundations .............................................................................74
Special Provision No. – D003 ...........................................................................75
Special Provision No. – D004 ...........................................................................77
Special Provision No. – D005 ...........................................................................78
Special Provision No. – D006 ..........................................................................80
Special Provision No. – D007 ..........................................................................80
Replacement of North River Bridge
Part “A” Information to Bidders

Part “A” - Information to Bidders

Intended Use and Schedule of Work
The County of Peterborough is requesting tender submissions for the replacement of North River Bridge and associated works.

Location
The bridge (Structure No. 046001, MTO Site No. 026-0034) is located on County Road (CR) 46, approximately 1.3 km east of CR 47, in the Township of Havelock-Belmont-Methuen, County of Peterborough, Ontario.

Applicable Document Fees
None.

Bid Deposit Requirements
In addition to any other performance security requirements, a separate bid deposit document is required in one of, or a combination of, the following:

Certified cheque, bank draft, money order, bid bond, or irrevocable letter of credit or any combination, made payable to the Treasurer of the County of Peterborough in the amount of ten percent (10%) of the total tendered price, not including the H.S.T., must be submitted with their bid.

The Bidder agrees that, if she/he should withdraw their bid or fail for any reason to execute the agreement or provide the required bonds or other documents required. The County may retain the Bid deposit for the use of the County and may accept any other Bid, advertise for new quotations/tenders/proposals, or not accept any Bid as the County deems advisable.

Performance Surety Requirements
The successful bidder shall provide to the County, a Performance Security in one of the following forms, or a combination of item i) and ii), prior to the commencement of the work.

i.) Certified cheque, bank draft, or money order, made payable to the Treasurer of the County of Peterborough in the amount of one hundred (100%) percent of the total price bid. If the successful Bidder intends to provide a certified cheque, bank draft, or money order as a Performance Security, a signed letter from the Bidder’s lending institution clearly stating that a certified cheque, bank draft, or money order for one hundred (100%) of total bid price may be obtained by the Bidder must be submitted with their Bid.
ii.) Irrevocable Letter of Credit in the amount of one hundred (100%) percent of the total bid price. If the successful Bidder intends to provide a Irrevocable Letter of Credit as a Performance Security a signed letter from the Bidder’s lending institution clearly stating that a Irrevocable Letter of Credit, for one hundred (100%) of total bid price may be obtained by the Bidder must be submitted with their Bid.

iii.) Performance Bond and a Labour and Material Payment Bond each in the amount of one hundred percent (100%) of the Total Bid Price. If the successful Bidder intends to provide a Performance Bond and a Labour and Material Payment Bond each in the amount of one hundred percent (100%) of the Total Bid Price as a Performance Security, a completed “Agreement To Bond”, as a surety that the Bidder can obtain the required Contract Performance Bond and Labour and Material Bond if he/she is the successful Bidder must be submitted with their Bid.

The Bonds shall be provided by a surety company authorized to do business in the Province of Ontario.

Tender Award
Tender award will be made based upon the lowest qualified, compliant bidder for the base tender bid. Once the lowest qualified, compliant bidder has been identified the County reserves the right to include any or all of the provisional items at any time during the award or construction process.

Inquiry
Any questions regarding this tender should be directed via email to:

Cathy Bazinet
Purchasing Co-ordinator
County of Peterborough
Phone: (705) 743-0380 x 343
Email: cbazinet@county.peterborough.on.ca

The deadline for inquiries shall be TBD.

Amendments to “Standard Terms and Conditions”
Where Amendments to the County’s “Standard Terms and Conditions” are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

None
Part “B” - Standard Terms and Conditions

Definitions

Bid  The document issued by the County in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.

Bidder  A person (s), firm(s) or corporation(s) who has submitted a bid.

Company  The person(s), firm(s) or corporation(s) to whom the County has awarded the contract.

Contract  The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company’s Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.

County  The County of Peterborough, its successors and assigns.

Equipment  The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.

Subcontractor  A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.

Work  All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

Bid Closing Time

One copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Clerk of the County, County Court House, 470 Water Street, Peterborough, Ontario, K9H 3M3 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however they shall be time and date stamped and returned to the Bidder unopened.

The time registered on The Peterborough County Court House South-Wing Reception wall clock will be considered the official time when determining exact time of submission.
Document Fees
When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part “A” Information to Bidders, which forms part of this bid document.

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

A) Bids must be submitted on the bid form supplied by the County. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.

B) Bid submissions shall consist of “Part “D” Bid Form” and all other sections and requirements as requested within the bid document. See “Part “D” Bid Form” for all requirements requested within the bid document.

C) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

D) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.

E) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.

F) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of the company, and a Bid number on the outside of the envelope. Tenders received after closing time specified in the bid document will not be considered. Fax Bid submissions are not acceptable.
G) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
   i.) Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the County of Peterborough’s Office of the Clerk prior to the closing date and time; and/or
   ii.) Bid submission which is enclosed in the Courier Envelope that does not state, “Bid Document Enclosed” and is not removed from the Courier’s Envelope prior to the closing date and time; and/or
   iii.) Bid submission is delivered later than the closing date and time.

H) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the County may be rejected. The County will be the sole judge in this matter.

Bidder’s Statement of Understanding
It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder’s (seller’s) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the County as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

Clarification of Bid Documents
No officer, agent or employee of the County is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.
The County will issue all written addenda to the bid documents to each bidder or prospective Bidder via e-mail, Fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the County will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

**Bid Deposit Requirements**
Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part “A” Information to Bidders, which form part of this bid document.

**Performance Surety Requirements**
Performance surety binding the Company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the County within ten (10) working days from the date of request.

See Part “A” Information to Bidders, which form part of this bid document.

**Insurance and Workplace Safety Insurance Board**
The successful bidder shall deliver a certified copy of the Firm’s Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least $5,000,000 per incident, with the County of Peterborough and Township of Havelock-Belmont-Methuen named as additional insured. Additional coverage may be required.

See Part “A” Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the County during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

**Proof of Ability**
The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.
Document and Site Review
Bidders may be required to attend a mandatory document and site visit with the Owner.

See Part “A” Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part “C” Specifications, which form part of this bid document.

Pricing Requirement
Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part “C” Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

Terms of Payment
Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The County shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.
Terms of Payment – For Construction Projects
Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the holdback period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all “As Built” drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate the Performance Sureties will be returned to the Company.

A two year warranty period will be in effect upon substantial completion of the works. Two and half percent (2.5%) of the 10% lien holdback will be retained by the owner as warranty surety for the duration of the warranty period.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

Delivery
Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Peterborough, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

Patents and Copyrights
The Company shall at its expense, defend all claims, actions or proceedings against the County based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the County all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the County the right to continue using the work, or shall at the Company's expense, replace the
infringing items with non-infringing work or modify them so that the work no longer infringes.

**Assignment**
The Company shall not assign the contract or any portion thereof without the prior written consent of the County.

**Occupational Health and Safety Act**
The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the County’s Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the County’s Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the County harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the County’s Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the County’s Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the County’s Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the County.

The Company shall allow access to the work site on demand to representatives of the County to inspect work sites to ensure compliance with the Contract and the County's Policies and Procedures.
The Company agrees that any damages or fines that may be assessed against the County by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the County to set-off the damages so assessed against any monies that the County may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The County reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

**Laws, Regulations, Permits, Fees and Licences**

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the County and any other governing body.
Substitutes and Alternates
Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

Quantities
Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the County and shall be used as a basis for comparison only.

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

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

Quotation/Tender/Proposal Procedures
Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the County’s Purchasing Policies.

Contract Award
The County reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more
bidders submitting identical Bids as to price; to accept or reject any Bids in whole
or in part; to waive irregularities and omissions. If in so doing, the best interests
of the County will be served. No liability shall accrue to the County for its decision
in this regard.

The lowest or any bid may not necessarily be accepted as the County of
Peterborough reserves the right to reject any or all bids. Bids shall be irrevocable
for 90 days after the official closing time and the County may at any time within
that period without notice, accept a Bid whether any other Bid has been
previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall
be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the County.

The Notice of Award to the successful bidder shall constitute notice of
acceptance of contract. This acceptance shall be conditional on the bidder
providing all documentation, security and certifications as required by the Bid
Document within ten (10) working days of the date that the notice of award is
placed in the mail or delivered to the bidder. The bidder to whom the contract is
awarded will be issued a purchase order, or a blanket purchase order may be
required to execute a contract in triplicate within ten (10) working days from the
date of notice of award by the County.

**Contract Cancellation**
The County shall have the right, which may be exercised from time to time to
cancel any uncompleted or unperformed portion of the work or part thereof. In
the event of such cancellation, the County and the Company shall negotiate a
settlement.

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

b) If the Company; fails to comply with any request, instruction or order of the
County; or fails to pay its accounts; or fails to comply with or persistently
disregard statutes, regulations, by-laws or directives of relevant authorities
relating to the work; or fails to prosecute the work with the skill and diligence;
or assigns or sublets the contract or any portion thereof without the County’s
written consent; or refuses to correct defective work; or is otherwise in default
in carrying out its part of any of the terms, conditions and obligations of the
contract, then, in any such case, the County may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.

c) Any termination of the contract by the County, as aforesaid, shall be without prejudice to any other rights or remedies the County may have.

d) If the County terminates the contract, it is entitled to:
   i.) Take possession of all of the work in progress and finish the work by whatever means the County may deem appropriate under the circumstances;
   ii.) Withhold any further payments to the Company until its liability to the County is ascertained;
   iii.) Recover from the Company loss, damage and expense incurred by the County by reason of the Company’s default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the County).

The County shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

Availability of Labour and Escalation
The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

Correction of Defects
If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the County. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company’s factory or repair depot and the point of use.

Disclosure
The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the County for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.
Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

**Freedom of Information**

All information obtained by the Company in connection with this bid is the property of the County of Peterborough and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the County of that fact.

The Company may declare confidentiality of their bid; however, the County is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the County of Peterborough, please contact the CAO or Clerk, County of Peterborough, 470 Water Street, Peterborough, Ontario K9H 3M3 (705-743-0380).

**Complaints**

Any complaint on the process and procedures as outlined in the County’s Purchasing Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the County of Peterborough shall be in writing and shall be submitted to the Director, Procurement, Facilities and Communication for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

**Accessibility**

The County of Peterborough is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.
Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

**Video Surveillance**

While on County of Peterborough property visitors, guests, and service providers may be recorded by video surveillance equipment installed throughout the premise. The Personal Information recorded by such equipment is the property of the County of Peterborough and will be collected, stored, and destroyed in accordance with all appropriate provincial and federal laws and in accordance with the County’s Video Surveillance Systems Policy.
Replacement of North River Bridge
Part “C” Specifications

Part “C” - Specifications

Special Provisions – General

Special Provisions – Tender Items

Ontario Provincial Standard Specifications

Ontario Provincial Standard Drawings

Contract Drawings
Corporation of the County Of Peterborough

Tender # T-XX-20XX

Special Provisions – General
Guaranteed Maintenance
Special Provision General No. – C001

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

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

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

Contract Time and Liquidated Damages
Special Provision General No. – C002

(a) Time

Time shall be of the essence for this Contract.

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

(b) Progress of the Work and Contract Time

The Contractor shall accomplish completion of this Contract as defined in GC1.06 of the General Conditions on or before TBD.

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

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed by the interim and completion dates as specified, or as extended in accordance with Section GC3.06 of the General Conditions, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Authority will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Authority the sum of **One Thousand Two Hundred Dollars ($1,200.00)** as liquidated damages for each and every calendar days delay in achieving both interim completion and completion of the work beyond the dates prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period in excess of the prescribed date for completion.

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

**Contractor’s Authorized Representative**

**Special Provision General No. – C003**

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

**Occupational Health and Safety Act Compliance**

**Special Provision General No. – C004**

**List of Designated Substances**

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

<table>
<thead>
<tr>
<th>Substance (Ontario Regulation Number)</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)</td>
<td>N/A</td>
</tr>
<tr>
<td>Benzene (R.R.O. 1990, Reg. 839)</td>
<td>Vehicle Emission</td>
</tr>
</tbody>
</table>
The Corporation of The County of Peterborough

Replacement of North River Bridge
Part “C” Specifications

<table>
<thead>
<tr>
<th>Substance</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercury (R.R.O. 1990, Reg. 844)</td>
<td>Vehicle Emission</td>
</tr>
<tr>
<td>Ethylene Oxide (R.R.O. 1990, Reg. 841)</td>
<td>Vehicle Emission</td>
</tr>
<tr>
<td>Isocyanates (R.R.O. 1990, Reg. 842)</td>
<td>Vehicle Emission</td>
</tr>
<tr>
<td>Silica (R.R.O. 1990, Reg. 845)</td>
<td>Concrete, Granular, Blasting Medium, Throughout site</td>
</tr>
<tr>
<td>Arsenic (R.R.O. 1990, Reg. 836)</td>
<td>Vehicle Emission, Throughout site</td>
</tr>
<tr>
<td>Lead (R.R.O. 1990, Reg. 843)</td>
<td>Structural steel, Throughout site</td>
</tr>
<tr>
<td>Bats and Bird droppings</td>
<td>Structural steel, Throughout site</td>
</tr>
</tbody>
</table>

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

Identification of Local Regulatory Authorities

Special Provision General No. – C005

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

<table>
<thead>
<tr>
<th>Regulatory Authority</th>
<th>Notification Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOE: Spills Action Centre (SAC) 1-800-268-6060</td>
<td>For notification of a spill to the environment under the Environmental Protection Act</td>
</tr>
<tr>
<td>County of Peterborough 470 Water Street Peterborough, Ontario, K9H 3M3</td>
<td>For notification of a spill to the environment under the Environmental Protection Act</td>
</tr>
<tr>
<td>MOECC: Ministry of the Environment and Climate Change Peterborough District Office Robinson Place, 300 Water Street Peterborough, Ontario, K9J 8M5</td>
<td>For Waste Management Approval under the Environmental Protection Act</td>
</tr>
<tr>
<td>MNRF: Ministry of Natural Resources and Forestry Information Centre 300 Water Street Peterborough, Ontario, K9J 8M5</td>
<td>For notification of the release of a deleterious substance to a watercourse under the Fisheries Act</td>
</tr>
<tr>
<td>DFO: Department of Fisheries and Oceans, 520</td>
<td>For notification of the release of a...</td>
</tr>
</tbody>
</table>
Replacement of North River Bridge
Part “C” Specifications

<table>
<thead>
<tr>
<th>Exmouth Street</th>
<th>deleterious substance to a watercourse under the Fisheries Act</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarnia, Ontario, N7T 8B1</td>
<td></td>
</tr>
</tbody>
</table>

| Local Police: Ontario Provincial Police (OPP) | For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act |
| 2820 County Road 48 |                                                                 |
| Kawartha Lakes, Ontario, K0M 1K0 |                                                                 |

Amendment to OPSS 182, November 2014
Special Provision General No. – C006

Timing of In-Water Work

182.07  Construction

Section 182.07 of OPSS 182 is amended by the addition of the following subsection:

182.07.05  Operational Constraints

182.07.05.01 Timing of In-Water Work

In-water work is permitted during times specified in Table 1 for each water body and station listed.

Table 1

<table>
<thead>
<tr>
<th>Waterbody</th>
<th>Station</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>North River</td>
<td>North River Bridge</td>
<td>July 1 - March 31</td>
</tr>
</tbody>
</table>

Commencement of Work
Special Provision General No. – C007

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

Definition of Owner/Authority and Engineer/Contract Administrator/QVE
Special Provision General No. – C008

Wherever the word "Owner" or "Authority" or "Corporation" appears in this Contract, it shall be interpreted as meaning the “Corporation of County of Peterborough”.

The Corporation of The County of Peterborough
Tender #: T- XX-20XX Page 26 of 116
Wherever the word "Ministry", "M.T.C." or "M.T.O" appears it shall be deemed to mean the "Ministry of Transportation, Ontario" or the "Corporation of the County of Peterborough".

Wherever the word "Contract Administrator" or "Engineer" appears in this Contract it shall be deemed to mean the Consultant, **Ainley Graham & Associates Limited**, or such other officers, as may be authorized by the Authority to act in any particular capacity.

Wherever the word "Quality Verification Engineer" or "QVE" appears in this Contract it shall be deemed to mean a Professional Engineer, licensed in Ontario and hired by the Contractor, to confirm that specified Working Drawings and components of the Work, as indicated elsewhere in the contract, are in general conformance with the requirements of the Contract Documents. The QVE shall issue Certificates of Conformance, as specified in the Contract Documents. Limitations to Certificates of Conformance are not permitted. The QVE shall not create or change Drawings or Working Drawings.

**OPS General Conditions**

**Special Provision General No. – C009**

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the OPSS.MUNI 100 General Conditions of Contract, November 2006.

**Layout by Contractor**

**Special Provision General No. – C010**

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

Costs associated with field verification work undertaken by the Contractor shall be included in the Contractor's tender bid.
The Contractor shall include for the construction layout of all stages of construction, as required.

**Work Schedule**

**Special Provision General No. – C011**

The Contractor shall submit a Detailed Work Schedule to the Consultant at the pre-construction meeting. The Detailed Work Schedule shall be to the satisfaction of the Consultant.

The Contractor shall prepare the Detailed Work Schedule in bar chart form. The Detailed Work Schedule shall display the following items against a weekly time scale representing the total time period for completion of the Work:

i) the dates of, and time periods required for, all major construction activities included in the work;

ii) the dates of critical activities and events; and

iii) the dates of important milestones in the completion of the work.

The Contractor shall update the Detailed Work Schedule on a monthly basis, or if directed to do so by the Consultant, at more frequent intervals.

The submission and updating of the Detailed Work Schedule form an integral part of the Work. Should the Contractor fail to meet its obligations to submit and update the Detailed Work Schedule the Owner, in its sole discretion, may withhold monthly payments under the Contract until the obligations are met.

**Restrictions on Open Burning**

**Special Provision General No. – C012**

Open fires will not be permitted within the limits of this Contract. Brush and debris may, as an alternative to burning, be disposed of outside the Contract Limits and in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

**Employment**

**Special Provision General No. – C013**
The Contractor and any Sub-Contractor(s) of the Contractor shall:

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

Existing Utilities and Operational Constraints
Special Provision General No. – C014

1. The location of utilities where shown on contract drawings is diagrammatic and approximate only, and exact location should be determined by the Contractor through consulting with the municipal authorities and utility companies concerned.

2. The Contractor is solely and fully responsible for contacting all applicable utility companies for locates and operational constraints, and for providing such utility companies with details of proposed work.

3. The Contractor shall devise methodology of work and carry out the work in a manner as not to affect utilities and shall be fully responsible for adequate protection of utilities from damage during construction.

4. The Contractor shall co-operate with utility companies which may need to carry work on utilities during work on this contract.

5. In addition to all other Contract requirements, the provisions contained in O.Reg. 213/91, Section 186 shall apply for work in the vicinity of all Hydro installations.

6. Costs associated with the above-mentioned work undertaken by the Contractor shall be included in the Contractor’s tender bid.

Soils Information
Special Provision General No. – C015

A geotechnical investigation has been undertaken on behalf of the Authority. The information provided is for guidance only and is not guaranteed by the Authority. A copy of the Geotechnical Investigation Report may be reviewed at the County’s office.

Hydraulic Information
Special Provision General No. – C016
A hydraulic analysis has been completed on behalf of the Authority. The information provided is for guidance only and is not guaranteed by the Authority. A copy of the hydraulic information can be provided upon request.

**Dust Suppression**

**Special Provision General No. – C016**

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

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

The cost of all such preventative measures shall be borne by the Contractor 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 are authorized by the Contract Administrator to restrict dust to acceptable levels, shall be paid for by the Authority at the Contract prices for Application of Calcium Chloride.

**Ontario Provincial Standard Drawings/Specifications**

**Special Provision General No. – C017**

The completeness of the list of all required OPSD drawings and/or applicable OPSS are not guaranteed nor implied. All other Standard Drawings or Specifications listed or required for completion of the work, as well as referenced drawings are available at the Engineer's business office during normal working hours.

**Contractor's Supply of Construction Signage**

**Special Provision General No. – C018**

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

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

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

Traffic controls shall be operational before work affecting traffic begins.

Emergency and Maintenance Measures
Special Provision General No. – C020

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

It shall be the Contractor’s responsibility to ensure that erosion and sedimentation control measures within the limits of the Contract are in place and fully operational to the satisfaction of the Contract Administrator, should the onset of severe inclement weather be forecast.

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

Management and Disposal of Excess Material
Special Provision General No. – C021

The requirements of OPSS 180 shall apply to this Contract, revised as follows:
1. Section 180.03, Definitions, shall be amended by the addition of the following:

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

2. Subsection 180.07.03, Conditions on Management by Re-Use, shall be amended by the addition of the following:

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

All excess materials shall be managed, handled and disposed of at suitable locations, in accordance with applicable Municipal, Provincial, Federal and locally governing Conservation Authority jurisdictions, policies and legislations.

The Contractor shall be responsible for obtaining a copy of the applicable Forms No. OPSF 180-1, 180-2, 180-3, 180-4 and 180-5 for use when applicable to disposal of excess material.

**Workplace Hazardous Material Information System (WHMIS)**

**Special Provision General No. – C022**

**Reporting**

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

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

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

**Spills Reporting**

**Special Provision General No. – C023**

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

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

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

Contact phone number: Spills Action Centre 1-800-268-6060

Operational Constraint (Environmental) – General Environmental Protection Requirements

Special Provision General No. – C024

The Contractor is responsible for protection of people, property and the natural environment from environmental impacts and damage that may result from this contract.

Environmental protection during construction shall:

   a) comply with commitments and conditions of environmental approvals, permits, exemptions, agreements, reports, and clearances provided by the owner;
   b) comply with any other formal environmental approvals, permits, exemptions, agreements, reports and clearances that must be procured by the contractor in order to perform the work; and,
   c) be integrated with environmental and other requirements specified in the contract.

Environmental protection shall include, but not be restricted to the control of materials, equipment and construction operations in order to avoid and minimize:

   a) direct physical damage;
   b) sediment, noise, vibration, dust, chemical, and other emissions; and,
   c) interference with local use, access and passage.

Such control shall include but not be restricted to selection and management of:
a) materials, including the management of excess and contaminated materials;
b) equipment, including maintenance of refuelling;
c) method of construction;
d) construction site disturbance limits; construction site access, detours and haul roads; earth aggregate and rock borrow areas; material storage and disposal areas; equipment storage areas; construction yards; and,
e) timing duration and staging of work.

All materials used in the construction of temporary physical environmental protection measures shall remain the property of the Contractor.

Operational Constraint (Environmental) – Migratory Bird Protection – General

Special Provision General No. – C025

The Contractor shall not destroy the active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered, the Contract Administrator must be contacted immediately.

Where tree removal operations are required, they shall be prohibited between April 15\textsuperscript{th} and July 31\textsuperscript{st} in any calendar year.

Workers must be vigilant and check work areas for the presence of breeding birds and nests containing eggs and/or young, within and/or on the bridge structure. If breeding birds and/or nests are encountered, works should not continue in the location of the nest until after July 31\textsuperscript{th} (or as soon as it has been determined that the young have left the nest).

Operational Constraint (Environmental) – Protection of Species at Risk

Special Provision General No. – C026

1.0 Endangered Species Act

1.1 The Endangered Species Act, 2007 (the Act) provides for the protection of Species at Risk in Ontario.

1.2 Section 9 of the Act prohibits the killing, harming, harassing, taking, possessing, transporting, collecting, buying, selling, leasing or trading or
1.3 Section 10 of the Act prohibits the damage or destruction of the habitat of endangered or threatened species that have general or regulated habitat protection under the Act.

1.4 Section 17 of the Act allows the Minister of Natural Resources to issue a permit to allow an activity to be undertaken that would otherwise be in contravention of Section 9 and/or 10 of the Act.

2.0 References

This special provision refers to the following statutes, standards, specifications, and/or publications:

*Endangered Species Act, 2007, S.O. 2007, CHAPTER 6*

ONTARIO REGULATION 230/08, SPECIES AT RISK IN ONTARIO (SARO) LIST

3.0 Definitions

**Endangered Species** means a species that lives in the wild in Ontario but is facing imminent extinction or extirpation and is listed in Schedule 2 of Regulation 230, SARO List, under the *Endangered Species Act.*

**Extirpated Species** means a species that lives somewhere in the world, lived at one time in the wild in Ontario, but no longer lives in the wild in Ontario and is listed in Schedule 1 of Regulation 230, SARO List, under the *Endangered Species Act.*

**Habitat** means, an area on which a species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding.

**General Habitat** means, with respect to any endangered, threatened or extirpated species of animal, plant or other organism who’s habitat has general protection under the Act, an area on which the species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding and includes places in the area that are used by members of the species as dens, nests, hibernacula or other residences.
Regulated Habitat means, with respect to a species of animal, plant or other organism for which a regulation is in force under the Act, the area prescribed by that regulation as the habitat of the species and includes places within the prescribed area that are used by members of the species as dens, nests, hibernacula or other residences, but does not include an area where the species formerly occurred or has the potential to be reintroduced unless existing members so the species depend on that area to carry on their life processes.

Species means a species, subspecies, variety or genetically or geographically distinct population of animal, plant or other organism, other than a bacterium or virus, that is native to Ontario;

Species at Risk (SAR) means species listed in Regulation 230/08, SARO List of the Endangered Species Act, as extirpated, endangered or threatened.

SARO means, Species at Risk in Ontario.

Threatened Species means a species that lives in the wild in Ontario, is not endangered, but is likely to become endangered if steps are not taken to address factors threatening to lead to its extinction or extirpation and is listed in Schedule 3 of Regulation 230, SARO List, under the Endangered Species Act.

4.0 Scope of Work

The requirements of this Special Provision shall apply to the protection of Species at Risk listed in Table 2 as specified:
Table 2

<table>
<thead>
<tr>
<th>Species</th>
<th>Location</th>
<th>Mitigation Measure</th>
<th>Description of Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barn Swallow</td>
<td>North River Bridge</td>
<td>Biological pre-screening.</td>
<td>Immediately prior to working at the bridge location, between April 15th and August 15th of any year, a visual sweep of the area should be conducted to identify if species at risk are in the work area. If a species at risk is encountered, avoid the area and contact the Peterborough MNRF Species at Risk Biologist at 705-755-3297 for further direction. All on-site employees are to be provided with fact sheets and advised of SAR requirements for each identified species. <a href="http://www.ontario.ca/page/species-risk">www.ontario.ca/page/species-risk</a></td>
</tr>
<tr>
<td>Blanding’s Turtle</td>
<td>North River Bridge</td>
<td>Installation of Exclusionary Silt Fence</td>
<td>If construction activities within the granular shoulder are to be conducted between May 15th and August 15th of any calendar year then exclusionary site fence barriers must be installed at the toe of slope prior to May 15th of the same calendar year.</td>
</tr>
</tbody>
</table>
5.0 Compensation

No additional compensation shall be made for protection of Species at Risk during the Work in accordance with the requirements of this Special Provision or for any delays in the Work that occur as a result of encounters with Species at Risk specified in Table 2.

Operational Constraint (Environmental) – Measurement to Avoid Harm to Fish under the Fisheries Act

Special Provision General No. – C027

Scope

The *Fisheries Act* requires that projects avoid causing serious harm to fish unless authorized by the Minister of Fisheries and Oceans Canada. This applies to work being conducted in or near waterbodies that support fish that are part of or that support a commercial, recreational or Aboriginal fishery.

References

This special provision refers to the following statutes, standards, specifications, or publications:

*Fisheries Act*, R.S.C., 1985, c. F-14

Fisheries and Oceans Canada Fisheries Protection Policy Statement, 2013

Compliance Measures

In addition to environmental mitigation and compliance measures specified elsewhere in the contract, the Contractor shall ensure measures to avoid harm listed in Table 3 are implemented:

Table 3.

<table>
<thead>
<tr>
<th>Location</th>
<th>Type of Work</th>
<th>Additional Measures to Avoid Harm</th>
</tr>
</thead>
</table>
| North River Bridge | Bridge Replacement| • Works are to be completed in the dry, and in accordance with in-water working restrictions described elsewhere in the contract.  
                             • Minimize the duration of in-water work.  
                             • Conduct in-stream work during periods of low flow to further reduce the risk to |
Replacement of North River Bridge  
Part “C” Specifications

<table>
<thead>
<tr>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>fish and their habitat or to allow work to be isolated from flow.</td>
</tr>
<tr>
<td>• Remove all construction materials from site upon project completion</td>
</tr>
<tr>
<td>• Develop and implement an Erosion and Sediment Control Plan for the site that</td>
</tr>
<tr>
<td>minimizes risk of sedimentation of the waterbody during all phases of the</td>
</tr>
<tr>
<td>project. Erosion and sediment control measures should be maintained until</td>
</tr>
<tr>
<td>all disturbed ground has been permanently stabilized, suspended sediment has</td>
</tr>
<tr>
<td>resettled to the bed of the waterbody or settling basin and runoff water is</td>
</tr>
<tr>
<td>clear. The plan should, where applicable, include:</td>
</tr>
<tr>
<td>• Schedule work to avoid wet, windy, and rainy periods that may increase erosion</td>
</tr>
<tr>
<td>and sedimentation.</td>
</tr>
<tr>
<td>• Installation of effective erosion and sediment control measures before</td>
</tr>
<tr>
<td>starting work to prevent sediment from entering the water body.</td>
</tr>
<tr>
<td>• Measures for managing water flowing onto the site, as well as water being</td>
</tr>
<tr>
<td>pumped/diverted from the site such that sediment is filtered out prior to</td>
</tr>
<tr>
<td>the water entering a waterbody.</td>
</tr>
<tr>
<td>• Site isolation measures for containing suspended sediment where in-water</td>
</tr>
<tr>
<td>work is required.</td>
</tr>
<tr>
<td>• Measures for containing and stabilizing waste material above the high water</td>
</tr>
<tr>
<td>mark of nearby waterbodies to prevent re-entry.</td>
</tr>
<tr>
<td>• Regular inspection and maintenance of erosion and sediment control measures</td>
</tr>
<tr>
<td>and structures during the course of construction.</td>
</tr>
<tr>
<td>• Repairs to erosion and sediment control measures and structures if damage</td>
</tr>
<tr>
<td>occurs.</td>
</tr>
<tr>
<td>• Removal of non-biodegradable erosion materials</td>
</tr>
</tbody>
</table>
and sediment control materials once site is stabilized.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.
- Vehicles and equipment shall not be allowed to enter the waterbody.
- Equipment refuelling and maintenance shall take place at locations 30 m away from a waterbody in a manner that prevents the entry of sediment and other deleterious substances from entering into a waterbody.
- Clearing of riparian vegetation should be kept to the minimum necessary to complete the work. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- The contractor shall install intake end of pipe fish screens to protect fish from impingement or entrainment where
water is extracted from fish-bearing waters:
- Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
- Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
- The screen face should be oriented in the same direction as the flow.
- Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
- Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
- Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
- Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
- Pumps should be shut down when fish screens are removed for inspection and cleaning.

Operational Constraint (Environmental) – Prevention of Wildlife Harassment
Special Provision General No. – C028

The contractor shall not harass or kill any wildlife that is encountered within the limits of the project.

Any wildlife incidentally encountered during construction will be protected. In the event that wildlife encountered during construction does not move from the construction zone, the Contract Administrator shall be notified.
No additional compensation shall be made for work delays as a result of encounters with wildlife.

**Operational Constraint (Environmental) – Equipment Refueling, Maintenance and Washing**

**Special Provision General No. – C029**

All activities, including equipment maintenance, refueling and concrete truck washing shall be controlled to prevent entry of petroleum products (e.g. gasoline, oils, lubricants), primers, grout, bonding adhesives or other hazardous or deleterious substances including any debris, waste, rubble or concrete materials in all water courses and water bodies within the project limits unless otherwise specified in the contract. Substances are to be stored and mixed on protected surfaces away from the water courses and water bodies within the project limits in order to prevent contamination of soils and waters. Any such material which inadvertently enters the water courses or water bodies within the project limits shall be removed by the Contractor, at his own expense, in a manner satisfactory to the Contract Administrator.

For mobile equipment and vehicles, maintenance, refueling and truck washing shall be conducted no closer than 30 metres from the water courses and water bodies within the project limits in order to prevent water contamination due to accidental spills.

All large equipment working in or near the water courses and water bodies within the project limits shall be well maintained to avoid contaminant leakage, shall be free of excess surface oil or grease and shall be equipped with spill kits deemed acceptable by the Contract Administrator.

**Operational Constraint (Environmental) – Erosion and Sediment Control**

**Special Provision General No. – C030**

Unless otherwise specified in Table 4, the time interval between commencement and completion of any work that disturbs earth surfaces shall be a maximum of 20 calendar days. Commencement of such work shall be considered to have occurred when the original stabilizing ground cover has been removed, including grubbing, or has been covered with fill material. Completion of such work shall be considered to have occurred when the specified cover material (seed and mulch, seed and erosion control blanket, sod, riprap, etc.) has been applied.

Unless otherwise specified in Table 4, the period in which the time interval is permitted shall be determined by the Contract Administrator. In addition, this
period shall be in compliance with any timing constraints specified elsewhere in the Contract for the application of the specified cover.

Table 4

<table>
<thead>
<tr>
<th>Area #</th>
<th>Area Bounded By</th>
<th>Timing Constraints</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Station</td>
<td>Offset Left</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Left</td>
</tr>
</tbody>
</table>

No Exceptions for this work

These timing constraints apply regardless of timing of Contract award.

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

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

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

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

A 200 m stand-by supply of prefabricated silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

Silt fence geotextile shall be a woven, Class I geotextile, having a width of 1 m minimum. It shall have a filtration opening size (FOS) of 840 micrometres maximum, meeting CAN/CGSB 148.1, Method 10.2.

**Control of Emissions During Structural Work**

**Special Provision General No. – C031**
Scope

This special provision describes the requirements for the control of emissions including but not limited to; dust, abrasive blast medium and other debris generated from work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete.

Submission and Design Requirements

The Contractor shall give the Contract Administrator written notice at least 3 working days prior to the start of abrasive blast cleaning of concrete and reinforcing steel, and of the cutting and grinding, including scarification, of concrete. The Contractor shall submit with the written notice a proposal describing the procedures/plans to control the emissions of dust, abrasive blast medium and other debris from these operations.

Construction

The Contractor shall take whatever measures necessary to ensure that dust, abrasive blast medium, and other debris from work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, do not:

(a) enter any surface waters; or
(b) escape beyond the right-of-way.

The measures may include:

(a) termination of operations during periods of high wind;
(b) the use of low dust generating technologies such as vacuum abrasive blasting;
(c) vacuuming of surfaces to remove dust and debris; and
(d) the use of temporary barrier walls or enclosures.

Excess materials shall be managed as specified in the Contract Documents.

Basis of Payment

Payment for the control of emissions during work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, shall be deemed to be included in the tender items requiring such control.
Asphalt Mix Design
Special Provision General No. – C032

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

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

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

Preparation and Posting of Requirements for Work in Confined Spaces
Special Provision General No. – C033

Clause GC7.01.07 of the OPS General Conditions of Contract is amended by the addition of the following:

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

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

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

Confined Space Entry
Special Provision General No. – C034

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

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

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

**Entry on to Private Property**

**Special Provision General No. – C035**

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

**Storage Areas**

**Special Provision General No. – C036**

Clause GC7.03.01 of the General Conditions of Contract is amended by the addition of the following:

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

**Construction Lien Act**

**Special Provision General No. – C037**

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

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

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

**Variations in Tender Quantities**

**Special Provision General No. – C038**

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

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

**Property Claims during Construction**

**Special Provision General No. – C039**
The Contractor shall be the primary contact for claims made by homeowners within the project limits during construction processes. The Contractor shall inform the Contract Administrator of said claims, immediately upon receipt. The Contractor shall inform the Corporation of the County of Peterborough, in writing, their intentions with regard to resolution of said claim within twenty-four (24) hours of receipt.

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

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

**Property Owner’s Release of Privately Owned Land Used by The Contractor Special Provision General No. – C040**

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

Date ....................

To: Mr. Peter Nielsen  
Manager, Engineering & Design  
Corporation of the County of Peterborough  
310 Armour Road  
Peterborough, Ontario K9H 1Y6

Re: **Tender # T-XX-20XX**

Dear Sir:

I hereby certify that ________________________________

(Name of Contractor)
Replacement of North River Bridge
Part “C” Specifications

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

I have accepted their final payment and release __________________________

(Name of Contractor)

and the Corporation of the County of Peterborough from further obligations.

Yours very truly,

..................................
Signature

Property Owner’s Name...........................Lot............Concession.............

The Corporation of the County of Peterborough
(Please complete above in printing)

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

Winter Work
Special Provision General No. – C041

No payment will be made for protection of the work as required by these specifications for winter conditions.

The Contractor shall schedule his work to avoid placing asphalt and concrete in winter conditions and to avoid freezing of granular material during the operations employing these materials.

Quality Assurance Testing
Special Provision General No. – C042

Asphalt

The Contractor shall provide daily asphalt production test results to the Engineer within a 24 hour period.
Granular

Prior to acceptance of the material the Contractor must provide the County with test results indicating that the material to be supplied meets current OPS Specifications. The testing must be performed by an Independent Certified Laboratory.

The Contractor shall bear all costs associated with the testing.

Concrete

The contractor must provide the County with the test results indicating that the material supplied meets current OPS Specifications, including field tests for slump and air content during placing of the concrete. The testing must be performed by an Independent Certified Laboratory.

The Contractor shall bear all costs associated with the testing.

Delivery of Test Samples
Special Provision General No. –C043

The Contractor shall include in his tender prices for the cost of delivery of concrete test cylinders, granular and asphalt samples to a designated testing laboratory. The testing laboratory shall be approved by the County.

Notification of Construction Start Up
Special Provision General No. –C044

The Contractor shall deliver start-up notices for construction to emergency services, school board, residents within a 2km radius of the bridge site in writing with respect to road restrictions. Notices to local residents shall be delivered by hand. The Contractor shall bear all costs associated with the aforesaid notifications.

Submissions
Special Provision General No. –C045

The following submissions (but not limited to this list), shall be made to the Engineer for review a minimum of 2 weeks prior to beginning the work. Further submissions as required are listed in specific Sections of Work, Ontario Provincial Standard Specifications and elsewhere in the Contract Specifications. Requirements for certification / stamping of various submissions may or may not
Replacement of North River Bridge  
Part “C”  
Specifications

be indicated below and may also be indicated elsewhere in the Contract Documents.

Shop Drawings

1. Traffic Control Plan.
2. Environmental protection / erosion and sediment control plan for authorities approval.
3. Existing structure removal methodology and dewatering plan.
4. Temporary flow passage system shop drawings. The Shop Drawings shall bear the stamp and signature of one (1) Professional Engineers licensed in the Province of Ontario.
5. All formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, etc. shop drawings signed and sealed by Engineers as specified in Contract.
6. Reinforcing steel Shop Drawings including quantities and bar lists.
7. New Precast Concrete Rigid Frame Bridge Structure Shop Drawings. The Shop Drawings shall bear the stamp and signature of two (2) Professional Engineers licensed in the Province of Ontario (Design and Check Engineers) who are specialists in the applicable field. The Design Engineer shall carry a minimum of one million dollars ($1,000,000.00) professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work. The Design and Check Engineers shall be retained by the contractor and costs for all such work shall be included in the Contract price for the applicable item, “Concrete in Structure.”
9. Sieve and Proctor Analysis Report to ensure that the Granular “A” and “B-Type II” gradation requirements meet OPSS Standards.
10. MSE Shop Drawings. TerraFort Wall RSS system or equivalent as approved by County of Peterborough. The Shop Drawings shall bear the stamp and signature of two (2) Professional Engineers licensed in the Province of Ontario (Design and Check Engineers) who are specialists in the applicable field. The Design Engineer shall carry a minimum of one million dollars ($1,000,000.00) professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work. The Design and Check Engineers shall be retained by the contractor and costs for all such work shall be included in the Contract price for the applicable item.
11. Thrie Beam Railing, Posts and Associated Anchorage Shop Drawings for PL-2 box beam railing on curb parapet wall.
Material Information / Product Samples

1. Concrete mix designs (separate mix design required for each concrete mix; refer to Special Provision General No. C-047 below for specifics).
2. Asphalt mix design as per PGAC 70-34
3. Source of steel (including epoxy steel) reinforcement.
4. Waterproofing membrane data sheets and technical information
5. Source / gradation for rip-rap, rock protection, and all granular materials.
7. Source and test certificates for high strength bolts and inserts.
8. Non-cementitious grout for key recess.
9. Concrete Cylinder Testing to ensure that the required compressive strength of concrete has been achieved.

Quality Control Testing
Special Provision General No. –C046

In addition to the Contractor’s quality control requirements and any other quality control requirements as may be specified elsewhere in the Contract, the following apply:

1. Concrete - no adjustment to concrete load on site will be allowed except air entrainment and superplasticizer. All concrete not conforming to Specification will be immediately rejected.
2. Concrete Curing - no substitution to method specified will be considered.
3. Waterproofing – the waterproofing membrane thickness will be inspected by the QVE at the time of application.
4. Reinforcing Steel Placement – reinforcing steel placement for all cast-in-place concrete components shall be inspected by the QVE prior to placing concrete. Contractor shall provide Certificate of Conformance signed and sealed by the QVE prior to proceeding with concrete pour.
5. Three beam guardrail and box beam railing shall be inspected by the QVE.

Concrete Field Testing Requirements
Special Provision General No. –C047

Concrete testing shall be in accordance with OPSS 904 and the requirements of this Special Provision.

The Contractor shall be responsible for field sampling and testing of concrete as follows:
   a. Slump of concrete (or slump flow for self-consolidating concrete);
   b. Air content of plastic concrete;
Temperature of plastic concrete; and
The making and curing of concrete cylinders for testing (including
the supply of single use concrete cylinder moulds).

Field testing and sampling of concrete shall be done by a person certified as a
concrete field testing technician by the Canadian Standards Association (CSA),
or by the American Concrete Institute (ACI).

The person shall:

- have successfully completed, as part of the certification requirements,
  written and practical examinations within the last five years verifying
  his/her competence to carry out field testing of concrete (slump, air
  content, temperature and casting of cylinders), and
- have in his/her possession, at all times field testing is to be performed,
a card issued by the certifying agency verifying the currency of the
individual's certification.

All concrete shall be field sampled and tested in conformance with this clause
except as stated elsewhere in the Contract.

All work associated with the sampling, field testing, field curing and preparing test
cylinders (including the supply of single use concrete cylinder moulds) shall be
the responsibility of the Contractor. The Contractor shall be responsible for all
equipment and materials to perform the work. The Contractor shall be
responsible for the delivery of concrete cylinders to a testing laboratory
designated by the Contract Administrator, within 150 km of the site. The
Contractor will be responsible for testing of all cylinders. Field test data shall be
supplied to the test laboratory with the concrete cylinders. All field test data shall
be recorded and supplied to the Contract Administrator. Where testing
deficiencies have been identified, the Contractor shall provide additional testing
of the hardened concrete verifying that the concrete meets the contract
requirements. The Contractor shall note that, depending on the sequence of his
concrete pouring operations for various components, multiple separate trips to
the testing laboratory may be required.

A minimum of four sets of cylinders, representative of the concrete placed (at
least one set from the start, middle and end of the section being placed) shall be
cast by the Contractor. All test results from the cylinders must reach the minimum
required strength specified in the Contract. The Contractor will test reasonable
numbers of these cylinders at the testing laboratory designated by the Contract
Administrator.

Basis of Payment
Payment at the Contract price for the applicable tender item requiring concrete work shall include full compensation for all labour, equipment and material required to do field sampling and testing of concrete including transportation of cylinders to the testing laboratory.

**Municipal and Provincial OPS Specifications**

**Special Provision General No. –C048**

Where both a Municipal and Provincial oriented OPSS exist for an OPSS referenced in the Contract Documents, the Municipal (MUNI) OPSS will govern.
Corporation of the County of Peterborough

Tender # T-XX-20XX

Special Provisions – Tender Items
Special Provision No. – A001

Mobilization and Demobilization – Item No. A1

The unit price for this Item shall be compensation for the following:

1. Security protection of the Contractor’s office, plant and sorted materials during the course of the Contract.
2. Moving onto the site and setting up the Contractor’s office, storage facilities, plant, etc.
3. Providing all necessary access to the project including haul roads as required and the restoration of the surfaces to their original condition after the haul roads are removed.
4. Moving off the site and removal of the Contractor’s office, storage facilities, plant, etc.
5. Mobilization and Demobilization, as required, to facilitate Construction Staging and Sequencing in accordance with Special Provisions – General.
6. Supply of sanitary toilet facilities

Payment will be made as follows:

- 50% of the lump sum stated in the Tender Form for this Item will be paid on the first Payment Certificate; and,
- the 50% balance will be paid on the Payment Certificate following issuance of the Certificate of Substantial Performance.

For the lump sum price bid, the Contractor shall remove, and salvage street signs and traffic signs and deliver them to the County of Peterborough Works Yard at 714 County Road 4, Douro/Dummer or reinstall them as directed by the Contract Administrator.

Work under this item shall conform to OPSS 201, 206, 510, 570, 572, and for the Contract price, the Contractor shall supply all labour, equipment and materials required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator:

1. Clearing and grubbing all trees, stumps and brush necessary to accommodate the construction works;
2. Removing and disposing of all obstacles of the nature of guide rail and posts, rubble boulders, timbers, wire and rail fences, etc., not specifically provided for under other Tender Items, to accommodate construction;

3. Clean-up and all incidental work not included in specific Tender Items including the placement of imported topsoil and seed in all areas disturbed during construction to the requirements of OPSS 570 and 572.

All brush, logs, stumps and other debris resulting from the Contractor’s operations under this Item shall be disposed of by the Contractor off site at a location to be arranged by the Contractor at no additional cost to the Owner and to the satisfaction of the Contract Administrator. Burning of trees, brush and other debris will not be permitted within the limits of the contract.

In addition to the work required herein and further described under OPSS 201, the Contractor shall remove and dispose of all boulders within the limits of the required clearing and grubbing operation. All boulders encountered under these operations shall be disposed of away from the site at no additional cost to the Owner.

Any damage caused by the Contractor’s operations to the surrounding property shall be repaired by the Contractor at no additional cost to the Owner.

All removals from the site shall remain the property of the Contractor, unless directed otherwise by the Contract Administrator, and to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling materials from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

The Contractor may be required to remove selected trees in certain areas as indicated by the Contract Administrator, leaving the rest of the trees in the indicated areas unharmed. All trees, shrubs and other vegetation not designated by the Contract Administrator to be removed shall be carefully protected from danger or injury, during all construction operations by means of a snow fence at the drip line of the trees or as directed by the Contract Administrator.

The price tendered for this Item shall be compensation in full for all work associated with this Item.

Work under this Item shall not commence without prior approval in writing from the Contract Administrator.
Stream Protection – Item A2

Scope

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

- Heavy Duty Silt Fence Barriers as per OPSD 219.130
- Straw Bale Flow Checks as per OPSD 219.180
- Temporary Rock Flow Checks as per OPSD 219.210
- Turbidity Curtains as per OPSD 219.260 and 219.261

In addition, this item shall include, but is not limited to:

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

The Contractor will be required to contain all debris from entering the water. In-water work is permitted between July 1 and March 31 in any calendar year.

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

Basis of Payment

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

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

---

Special Provision No. – A003

Quality Control Testing – Item A3

Basis of Payment

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

- Testing of granular materials and on site materials to be used as fill;
- Compaction testing of Granular A material and asphalt, placed in the Work;
- Testing as required to ensure that cement and aggregates used in concrete production meet the specifications;
- Required testing to ensure concrete can be produced by the concrete supplier as specified;
- Testing of field sample plates of hot mix asphalt for AC content and gradation
- Testing of concrete placed in the structure for Compressive Strength, Air Content and Slump in accordance with OPSS 904.
- All Certificates of Conformance sealed by a Professional Engineer licensed in the Province of Ontario as detailed in the Contract Documents

---

Special Provision No. – A004

Traffic Control – Item A4

Scope

Under this item the Contractor is required to supply and install all labour, equipment, and materials for the installation, maintenance, and removal of a TC 53B temporary barricade as shown in the contract drawings.

The TC 53B barricade shall remain in place at all times during Stage 2. The contractor may move and replace the barrier as necessary for ingress and
Replacement of North River Bridge
Part “C” Specifications

Egress to the construction site. The barrier shall be replaced immediately following ingress or egress by the contractor.

Basis of Payment

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

---

**Special Provision No. – A005**


Include:

1. 100% Performance and Guaranteed Maintenance Bond for 24 months.
2. 100% Labour and Materials Payment Bond.
3. Liability Insurance in the amount of $5,000,000.00.

100% payment of this Item shall be made on the first Payment Certificate.

---

**Special Provision No. – A006**

**Bird Screen System – Item No. A7**

Scope

This Special Provision covers the requirements for the installation, maintenance and removal of bird nesting preventative measures at the North River Bridge.

Under the above tender item the Contractor shall supply, install maintain, repair and remove a bird nesting preventative measures system in order to prevent species protected under the Migratory Birds Convention Act, 1994 (MBCA) from nesting on/under/in any part of the structure where the nests would be in conflict with construction operations under this contract. Common migratory bird species which tend to nest on structures include the American Robin, Eastern Phoebe, Mourning Dove, Barn Swallow and Cliff Swallow.

Definitions

For the purpose of this specification, the following definitions apply:

**Active Nest** means a nest that contains egg(s) and/or young bird(s).
Inactive Nest means a nest in the process of being constructed and/or a nest not containing egg(s) or young.

Qualified Person means a person with experience in identifying bird species and their nests.

Construction

At each location specified, the Contractor shall do the following:

a) Undertake bird nesting preventative measures (eg. exclusionary tarping, netting) prior to April 15 of any Contract year;
b) Maintain bird nesting preventative measures on all areas of the structure where nesting is likely to re-occur and where nests would be destroyed/disrupted by the proposed construction activities;
c) Inspect the structure on a daily basis to adjust or install additional bird nesting preventative measures to prevent further nesting;
d) Adjust the bird nesting preventative measures as needed in order to perform staged structural work as identified elsewhere in the Contract Documents;
e) Maintain the bird nesting preventative measures until July 31st of the calendar year in which they were installed, and then remove them when no longer needed;
f) Replace immediately any part/section of the screen system damaged due to any reason;
g) Repair immediately upon observing any holes in the screen system by which birds could gain entrance to, in or under the structure; and
h) Document all bird nesting preventative actions undertaken and report them to the Contract Administrator before proceeding with work in the affected areas.

No work shall be permitted to proceed that would result in the destruction of active nests, or the wounding or killing of birds, protected under the MBCA and/or any regulations therein. In the event that the measures are not successful in preventing nesting of migratory birds in proposed work areas, that work may not proceed and the Contractor shall advise the Contract Administrator and await further direction.

Excess materials resulting from performing the work required shall be removed and managed as specified elsewhere in the Contract Documents.

Basis of Payment

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment, and Material to do the work.
Section ‘B’: Road Works

Special Provision No. – B001

Close Cut Clearing – Item No. B1

Payment shall be made under this Item for the close cut clearing of vegetation from areas noted on the contract drawings.

The close cut clearing operations shall follow the migratory bird provisions noted elsewhere in the contract documents, as well as permission to enter agreements secured by the County of Peterborough.

No work shall take place until all permission to enter agreements have been secured.

Special Provision No. – B002

Earth Excavation – Item No. B2

Payment shall be made under this Item for the excavation of roadway materials necessary to complete the structure replacement. It shall also include the placement of available fill materials to construct the subgrade in areas of widening along the north side of County Road 46.

All materials used for subgrade placement shall be confirmed as suitable material by the Contract Administrator.

Special Provision No. – B003

Granular Sealing – Item No. B4

Payment shall be made under this Item for the hand and machine spraying of the granular shoulders and rounding adjacent to guide rail installations.

The spray shall overlap 100mm onto the asphalt surface to provide a continuous sealed surface.

Special Provision No. – B004

Single Rail Steel Beam Guide Rail – Item No. B5
Payment for these items at the Contract unit prices shall include the supply and installation of guide rail between end treatment limits. Guide rail for extruder end treatments shall be paid under Item No. B22.

**Special Provision No. – B005**

**Granular ‘A’ – Item No. B6**  
**Granular ‘B’, Type II – Item No. B7**

Payment shall be made under this Item for the supply, placement and compaction of Granular ‘B’ and Granular ‘A’ to widen and reinstate the roadway and driveways within the limits of paving as indicated in the contract drawings.

The following minimum construction standards for the roadway shall apply:

- Granular ‘A’ 150 mm minimum
- Granular ‘B’, Type II 300 mm minimum

This Item shall not be used for any maintenance or traffic diversion / staging purposes.

**Special Provision No. – B006**

**Hot Mix H.L.- 4 – Item No. B9**

The Contractor shall supply all materials required for the proper execution of the paving work in accordance with OPSS 310. Asphalt cement supplied shall be PGAC 70-34 as a minimum.

The requirements of OPSS 310 respecting a surface course trial area and the use of automatic screed controls are not applicable to this Contract.

OPSS 310.09.01.03 and 310.10.02 (Hot mix Miscellaneous) are amended in that payment shall be by the tonne placed and shall include all labour, equipment and material to supply and place Hot Mix Asphalt in entrances in accordance with OPSS 310 whether by hand or machine.

Appendix 310-B, November 2012, Supplemental Requirements for using the MTO Performance Graded Asphalt Cement (PGAC) Price Index for Municipal Contract shall be in effect for this Tender.

The unit price bid for this item shall include:
Temporary ramping of asphalt at paving limits and removal prior to the placement of the proceeding lift

Temporary reflective marking tape to delineate roadway centerline, as deemed necessary

The Marshall Stability for H.L.-4 surface course asphalt shall be a minimum of 8900 and for H.L.-4 binder asphalt a minimum of 8000.

The following depths of asphalt shall apply:

**Structure:**

- 40mm H.L.-4 surface course
- 50mm H.L.-4 binder course

**Roadway:**

- 40mm H.L.-4 surface course
- 45mm H.L.-4 upper binder course
- 45mm H.L.-4 lower binder course

Following the placement of asphalt the Contractor shall implement any measures necessary to ensure that asphalt is protected from damage or adverse impacts that may result from subsequent construction operations under this Contract. This may include, but not be limited to, measures such as restricting the use of tracked equipment and covering asphalt with wood sheeting or other materials.

**Test Samples**

The Contractor shall include in his tender prices for the cost of delivery of asphalt samples to a designated testing laboratory.

For this Contract, the designated testing laboratory will be provided by the County.

The Contractor will be responsible for providing samples for Quality Assurance (QA) at random locations throughout the site as required by OPS 310 or as directed by the Contract Administrator. At each location, the Contractor shall take:

1. A sample for QA
2. A referee sample to be kept and stored by the Contract Administrator
3. A QC sample to be retained and tested by the Contractor
OPS 310 is amended in that compaction testing for this project will be undertaken with a nuclear testing device. Core sampling will only be undertaken if there is a need to confirm nuclear testing results outside of specifications.

A pre-pave site meeting will be conducted to review testing procedures with the Contractor, the paving Sub-contractor and the Contract Administrator.

Note: No Consideration to Asphalt Cement (AC) Adjustment will be made under these Items.

Special Provision No. – B007

Removal of Fence – Item No. B13

Payment shall be made under this Item for the removal and salvage of existing wood rails and posts in areas noted in the Contract Drawings.

The rails and posts shall be stored away from active construction in a clean and dry place, for use later in the Contract.

Special Provision No. – B008

Rock Protection – Item No. B16

Payment shall be made under this tender item for the placement of rock protection at all four (4) quadrants of the new structure.

Rock protection shall be placed in a minimum 400 mm layer, at no steeper than a 1.5 to 1 slope. The existing edge of water shall be maintained, with no rock placed in the river.

Special Provision No. – B009

Wood Rail Fence – Item No. B23

Payment shall be made under this tender item for the replacement of the existing wood rail fence at the new positions noted in the Contract Drawings. The work includes the reinstatement of the existing gate.

New posts, rails, and hardware required for the fence shall be deemed included in this item.
Replacement of North River Bridge
Part “C” Specifications

This item is also subject to the requirements and conditions in the Permission to Enter agreement.

Special Provision No. – B010

Portable Temporary Traffic Signals – Item No. B24

Scope

This specification covers the requirements for the supply, installation, operation and maintenance of portable temporary traffic signals, temporary illumination and associated power supply. The Timing Sheet Form can be found in Appendix B.

References

This specification refers to the following standards, specifications or publications:

Ontario Provincial Standard Specifications, Construction

OPSS 106 General Specification for Electrical Work

Ministry of Transportation Publications:

Ontario Traffic Manual Book 7, Temporary Conditions
Ontario Traffic Manual Book 12, Traffic Signals

Definitions

Portable temporary traffic signals means trailer mounted traffic control signals that receive power from a solar power system. Portable temporary traffic signals shall have as a minimum one luminaire mounted over each portable temporary traffic signal trailer. The traffic signal heads shall be equipped with yellow backboards. Two traffic signal heads are required on each trailer unit.

Materials

Portable temporary traffic signals shall be supplied as specified elsewhere in the Contract Documents. On each trailer, the Portable Temporary Traffic Signal shall have a minimum mounting height of 5 m for both the primary and secondary signal heads.

The primary and secondary signal heads shall be separated by a minimum of 3.0 metres laterally.
Temporary Illumination

Temporary illumination shall be according to the following:

a) Minimum of one luminaire mounted over each portable temporary traffic signal trailer.

b) Each luminaire shall have an output of 22,000 lumens.

c) Each luminaire shall be mounted a minimum of 9 meters vertically from the roadway surface.

d) The temporary luminaire shall be powered by generator.

e) Switch on shall be set at 16 Lux and switch off shall be set at 50 Lux.

Temporary Housing

The Contractor shall supply and install suitable housing and sound reduction measures to enclose the generator and reduce external noise levels to less than 45 dbA measured at a distance of 7m from the generator. The housing shall provide sufficient ventilation to prevent overheating and permit exhausting of any hazardous fumes.

Construction

General

The Contractor shall install and relocate the portable temporary traffic signal and temporary illumination units at the locations indicated in the Contract Documents, or as directed by the Contract Administrator to comply with the approved PHM-125 drawing.

The portable temporary traffic signals shall be installed on a level and stable surface.

The Contractor is responsible for ensuring that all controller and conflict monitor programming is installed, and is responsible for setting all timing controls, switches and programming controls.

The Contractor is responsible for installing the traffic signal timing into the traffic signal controller as indicated in the timing sheet shown in the “Generic Signal Timing Sheet” included in this specification. The Contractor is responsible for verifying to his own satisfaction, that the signal timing is consistent and complete.
The Contract Administrator shall review the signal operation during signal turn-on. The Contractor shall ensure that pavement markings and signage consistent with the Contract Drawings are in place prior to signal turn-on.

If required, the Contractor shall manually override the traffic signal operation as directed by the Contract Administrator, to minimize or eliminate queuing traffic. When the Contractor is actively working on site, the Contractor shall operate the portable traffic signals in fixed/actuated or manual mode as required to eliminate queuing traffic whenever it occurs. The Contractor shall record the date, start and end time of each manual override occurrence of the traffic signal operation. This information shall be recorded in the log book as specified elsewhere in the Contract Documents.

The Contractor shall ensure 24-hour operations and shall perform all routine and emergency maintenance work required for proper operation of the portable temporary traffic signals as specified in the Contract Documents. As a minimum, the portable temporary traffic signals shall be maintained according to OPSS 106.

Portable temporary traffic signals are permitted to be operated between April 1\textsuperscript{st} and November 30\textsuperscript{th} of each calendar year. The operation of portable temporary traffic signals outside of this period is not permitted unless otherwise indicated in the Contract Documents and/or authorized by the County of Peterborough.

**Operational Characteristics**

Portable temporary traffic signals shall be set up with the following operational modes set/activated:

- **Fixed time/Actuated** – lights operating automatically using user-selected preset times or using detection, depending on contract requirements.

- **Default mode** – flashing red shall display in both directions (at both master and slave trailers) at the same time.

- **Manual mode** – will allow an operator to interrupt the other modes and return to the previous mode when finished.

- **Default Mode Warning System** – the portable temporary traffic signals shall have the cell/satellite paging warning system activated and monitored, to advise the Contractor when the signals have gone into the
“default mode”.

- Be able to communicate between the master and slave units through either radio or hardwire with conflict monitoring enabled to ensure malfunctions are identified. The units shall be set up so that if communications are lost, both units will revert to “default mode” operation.


**Quality Control**

As part of the Contractor’s quality control procedures in installing the portable temporary traffic signals, the Contractor shall have a technical representative of the manufacturer visit the site of the portable temporary traffic signals on two different occasions.

The Contractor shall have the technical representative at the site providing assistance during the initial set-up of the unit. The representative shall remain on site until the unit is operating to the satisfaction of the Contract Administrator. No extra payment will be made for any additional manufacturer/supplier site visits.

**Measurement for Payment**

For measurement purposes, a count shall be made of the number of portable temporary traffic signal trailers installed. Each trailer shall be counted only once, regardless of the number of times it is relocated.

**Plan Quantity Measurement**

When measurement is by Plan Quantity, such measurement shall be based on the units shown in the clauses under Actual Measurement.

**Basis of Payment**

Payment at the Contract price for the above tender item shall be full compensation for all labour, equipment, and materials to do the work, including all relocations of the portable temporary traffic signals.
Pavement Marking, Temporary – Item No. B25

Amendment to OPSS 710, November 2010

Application

Subsection 710.07.09 of OPSS 710 is amended by the addition of the following:

Application of Stop Lines

The Contractor shall coordinate the application of the required pavement markings and the entering into service of the traffic signals, as specified elsewhere in the Contract Documents and in accordance with the signed PH-M-125 drawing. The application of all pavement markings for stop lines, pedestrian crosswalks, lane designation markings, for the major approaches shall be completed on the same day, prior to the traffic signals being put into service. The application of the above noted pavement markings on the minor approaches and all edge lines.

Special Provision No. – B012

Pavement Marking, Permanent – Item No. B26

Double Application of Organic Solvent Based Traffic Paint

Amendment to OPSS 710, November 2010

Definitions

Section 710.03 of OPSS 710 is amended by the addition of the following:

Track Free means the condition of the paint marking when a passenger car, driven across the marking does not pick up any marking on the tire treads.

Construction

The first paragraph of Subsection 710.07.09.02 of OPSS 710 is deleted and replaced by the following:

The Contractor shall apply 2 applications of paint and glass beads to the top course of asphalt or concrete pavement. The first application on the top course shall be applied when the pavement surface temperature is 3 °C or above, unless otherwise approved in writing by the Contract Administrator.
The second application shall not be applied until the first application is track free.

Subsection 710.07.09.02 of OPSS 710 is amended by the addition of the following after the last paragraph:

The Contractor shall apply the second application of paint and glass beads, to the top course of asphalt or concrete pavement, on top of the first application and in accordance with the requirements for the first application. The second application shall be applied before winter.

The Contractor shall apply a second application of paint and glass beads to pavement markings placed on binder courses that will remain in use over the winter. This second application shall be applied before winter and shall meet the requirements specified for the application on the top course.

Should the Contractor elect to use this material for the item "Pavement Marking, Temporary", then the Contractor shall apply a second application of paint and glass beads to temporary pavement markings placed on any asphalt or concrete pavement surface that will remain in use over the winter. This second application shall be applied before winter and shall meet the requirements specified for the application on the top courses.

Section 710.10 of OPSS 710 is deleted and replaced by the following:

**Basis of Payment**

Payment at the Contract price for the above tender item(s) shall include full compensation for all labour, Equipment and Material required to do the work, including the second application of material as indicated above.

Where the Contractor elects to use organic solvent based traffic paint, progress payment will be made based on the following:

60% for the first application
40% for the second application

**Section ‘C’: Landscaping**

**Special Provision No. – C001**

**Topsoil (Imported) – Item No. C1**
Screened topsoil shall be placed to a minimum depth of 100 mm in disturbed grass areas. The grading and depth of topsoil shall be approved by the Contract Administrator prior to placing sod or seed. Any sod or seed placed prior to approval of the topsoil shall be deemed to be unacceptable.

Subsection 802.05.01 of OPSS 802, November 2010 is amended by the addition of the following:

The topsoil shall be tested to ensure there are no deficiencies with respect to fertility levels. A copy of the topsoil testing report prepared by a certified agronomist shall be provided to the Contract Administrator. The report shall document soil fertility levels and identify any deficiencies and how they are to be rectified. Payment for this testing shall be included in payment under the respective topsoil Items.

If the topsoil does not meet fertility requirements the soils shall be treated with the required amendments as recommended by the topsoil analysis report at no additional cost.

**Special Provision No. – D001**

**Removal of Bridge Structure – Item No. D1**

The requirements of OPSS 180 and 510 shall apply to the above item, except as otherwise specified below:

**Construction**

**General**

Section 510.07.01 of OPSS 510 is amended by deletion of the third paragraph and addition of the following:

The Contractor shall carry out his operations under this item in such a manner as to ensure that the existing watercourse is not disturbed. The removal of the existing structure shall be carried out in the dry. The Contractor shall take all necessary precautions to prevent any debris from falling into the stream. Any material which falls into the stream shall be located and removed. The Contractor shall observe all safety laws and regulations in carrying out the work of this Item. The Contractor shall provide details of his proposed method of removing the existing structure for review and approval by the Contract Administrator prior to any removals from the existing bridge.
All removals from the existing structure shall remain the property of the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense. When hauling rubble, excavated materials or fill materials from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

Blasting will not be permitted for any work under this Item.

Work under this Item shall not commence without prior approval in writing from the Contract Administrator.

**Bridge Work**

Section 510.07.02.01 of OPSS 510 is deleted in its entirety and replaced with the following:

**510.07.02.01 Removal of Bridge Structure**

The work of bridge structure removal shall include the complete removal of all of the existing bridge components, including the removal of the bridge superstructure, abutments, footings, wingwalls, existing masonry abutment walls located to the north of the bridge, etc. The Contractor is also responsible for the removal of any embedded steel reinforcement.

The Contractor will be required to provide necessary protection to ensure that no material from this operation enters the watercourse.

The excavated area shall be backfilled with Granular B ‘ Type 2” or better as approved by the contract administer.

**Basis of Payment**

Section 510.10.01 of OPSS 510 is deleted and replaced with the following:

**510.10.01 Removal of Bridge Structure – Item**

The work of bridge structure removal shall be full compensation for all labour, equipment, and material required for the complete removal of the existing bridge structure including disposal off-site.

**Special Provision No. – D002**

**Earth Excavation for Structure– Item No. D2**

**Rock Excavation for Structure– Item No. D3**
Definitions

Section 902.03 of OPSS 902, November 2010, is amended by the addition of the following:

Quality Verification Engineer: means an Engineer with a minimum of five (5) years experience related to excavation and backfilling of structures, or alternatively has demonstrated expertise by providing satisfactory quality verification services for the work at a minimum of three (3) projects of similar scope to the Contract. The Quality Verification Engineer shall be retained by the Contractor to certify that the work is in general conformance with the contract documents and issue the certificate(s) of conformance.

Excavation for Foundations

Subsection 902.07.05.02 of OPSS 902, November 2010, is amended by addition of the following:

The excavation for foundation shall be inspected and approved by the Quality Verification Engineer and prior to commencement of subsequent activity, a certificate of conformance stating that the work is in general conformance with the contract documents shall be issued by the Quality Verification Engineer and shall be submitted to the Contract Administrator. The certificate of conformance shall bear the seal of the Quality Verification Engineer. All costs associated with the Certificate of Conformance shall be included under the item, Quality Control Testing.

The Contractor shall be responsible for maintaining the stability of the excavation.

Measurement for Payment

Structures

Subsection 902.09.01 of OPSS 902, is deleted and replaced by the following:
"Earth Excavation for Structure" apply to the specific structure designated. There will be no measurement for the "Earth Excavation for Structure" item when designated in the tender as Lump Sum.

Measurement for “Rock Excavation for Structure” shall be by volume in cubic metres.

Where the structure excavation overlaps excavation required for other work, the measurement shall be made as specified in the Contract Documents with no
deductions for overlap. The measurement of the total volume of materials considered for payment shall not exceed the calculated volume of excavation within the theoretical lines.

Basis for Payment

Earth Excavation for Structure – Item
Rock Excavation for Structure - Item

Subsection 902.10.01 of OPSS 902 is deleted and replaced with the following:

Payment at the contract price for the tender item "Earth Excavation for Structure" and "Rock Excavation for Structure" shall be full compensation for all labour, equipment and material for all excavation required for the structure excavation, excavation of the existing masonry walls located to the north of the structure, excavation for frost tapers as per OPSD 3101.150, protection of adjacent works, placing and compacting material in fill in accordance with OPSS 206 and management of any surplus or unsuitable excavated material, including the cost of disposal areas, all according to the requirements of this specification. In addition, the placement of native materials on the stream face of the abutments to the existing ground elevations shall be included under item "Earth Excavation for Structure".

Any over excavation in the bedrock shall be backfilled with 30MPa concrete at the Contractors expense.

All costs associated with providing the required Certificate of Conformance for the excavation for the foundation shall be included under the item, Quality Control Testing.

Special Provision No. – D003

Dewatering Structure Excavations– Item No. D4

Dewatering Structure Excavation

Subsection 902.07.04 of OPSS 902, November 2010 is amended by addition of the following:

The Contractor shall be wholly responsible for the adequacy of his method of dewatering. Water from dewatering operations shall be discharged in a manner that will minimize siltation of the watercourse utilizing sediment traps.
The Contractor is advised that a Permit to Take Water (PTTW) application has been secured from the Ministry of Environment for this project. A copy of the permit may be reviewed at the County's Office. The Contractor will be responsible for adhering to the requirements of the permit. This Contractor shall record the dates and times of water takings, the rates of pumping, and an estimated calculation of the total amounts of water pumped per day for each day that water is taken under the authorization of the Permit.

A separate record shall be maintained for each source. The Contractor shall keep all required records up to date and available at or near the site of the taking and shall produce the records immediately for inspection by a Provincial Officer upon his or her request.

The water taking volumes shall be provided by the Contractor to the Contract Administrator on a daily basis.

Prior to commencement of work, the Contractor shall submit a dewatering plan to Crowe Valley Conservation Authority (CVCA) for their review and approvals. The Contractor will be required to contain all debris from entering the water. The Contractor will not be permitted to proceed with the installation of the dewatering plan until approved by Crowe Valley Conservation Authority and the Contractor has secured the permit for the work.

The Contractor shall carry out all work necessary to prevent disturbance to the founding material. All works shall be completed in the dry, unless otherwise specified in the contract.

Measurement for Payment

Section 902.09 of OPSS 902, November 2010 is amended by the addition of the following:

902.09.03.01 Dewatering Structure Excavation

There will be no measurement for the above item when designated in the tender as Lump Sum.

Basis of Payment

Section 902.10.02 of OPSS 902, November 2010 is deleted in its entirety and replaced with the following:
902.10.02 Dewatering Structure Excavations

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and material required to place the new structure and granular backfill in the dry.

For payment purposes, 50% of the work under this item is completed when the dewatering method is installed and proved effective. A further 25% will be paid upon the installation of the structure. The remaining 25% will be paid upon the removal of the dewatering method and the restoration of the embankments to the conditions that existed prior to construction.

Special Provision No. – D004

Granular Backfill to Structure– Item No. D5

The requirements of OPSS 902, November 2010 shall apply to the above item, except as otherwise specified below.

Materials

Section 902.05 of OPSS 902, November 2010 is modified by the addition of the following:

902.05.05 Backfill

The Contractor shall be responsible for ensuring the quality of the material used for backfill which shall not be frozen and shall be protected from freezing as necessary during backfill operations. The quality of the material shall be verified by test results from a qualified and recognized testing laboratory. The frequency of sampling and testing shall be according to ASTM D 75-87 and D 3665.

Measurement for Payment

Section 902.09 of OPSS 902, November 2010 is amended by the addition of the following:

902.09.03 Non-Measurement
902.09.03.02 Granular Backfill to Structure

There will be no measurement for the above item when designated in the tender as Lump Sum.

Basis of Payment
Section 902.10.03 of OPSS 902, November 2010 is deleted in its entirety and replaced with the following:

902.10.01 Granular Backfill to Structure - Item

Payment at the Contract Price for this item shall be full compensation for all labour and equipment required for the backfilling and compacting of the structure with Granular "B" Type II to the underside of the 150mm depth of the Granular "A" base.

The structure excavation and backfill shall be completed as per the Contract Drawings, including the installation of the frost tapers as per OPSD 3101.150.

All costs associated with compaction testing of the Granular "B" Type II at the midpoint of the backfill and at the final grade of the Granular "B" Type II, shall be included under the item Quality Control Testing.

Granular "B" Type II must be compacted to 95% of its maximum dry density.

Special Provision No. – D005

Concrete in Footings– Item No. D6
Concrete in Structure– Item No. D7
Concrete in Parapet Walls– Item No. D8
Concrete in Distribution Slab/Approach Slab – Item No. D9
Dowels in Concrete– Item No. D18

Basis of Payment

Section 904.10.01 of OPSS 904, November 2012 is deleted in its entirety and replaced with the following:

904.10.01.01 Concrete in Footings - Item

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

- Construct the footings as detailed in the Contract Drawings;
- Provide any hot or cold weather concrete protective measures as
Replacement of North River Bridge  
Part “C”  
Specifications

The Corporation of The County of Peterborough  
Page 79 of 116  
Tender #: T- XX-20XX

required.

Unless otherwise deemed necessary by the Contract Administrator, no additional quantity will be paid beyond the neat dimensions of the concrete in footings shown on the Contract Drawings. Any over excavated areas shall be filled with mass concrete at the Contractor’s expense.

904.10.01.02 Concrete in Structure - Item

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

- Provide and Install Precast Concrete Tri-Span units, including wall drains, deck drains, and Dayton Superior Inserts as specified in the Contract Drawings;
- Provide and Install Shim Pack Leveling for leveling, if required.
- Provide and install cementitious grout in shear key recess as per Contract Drawings;
- Provide and install non-shrink grout and gasket between precast units as detailed by the precast supplier
- Provide and install 600mm wide Bakor Blueskin along precast unit joints as per Contract Drawings;
- Provide any hot or cold weather protection measures are required.

904.10.01.03 Concrete in Parapet Walls - Item

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

- Construct the concrete end walls and curbs for the PL-2 box beam railing on curb parapet wall, including stainless steel reinforcement, as specified in the Contract Drawings;
- Provide any hot or cold weather protection measures are required.

904.10.01.04 Concrete in Distribution Slab/Approach Slab - Item

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

- Construct the distribution slab and approach slabs as detailed on the Contract Drawings;
- Provide and install 50mm Joint Filler Type ‘A’ Bituminous between approach slabs and abutment walls as detailed;
- Provide and install 40mm Eva Foam Joint Filler as detailed;
- Provide and install 20mm Asphalt Impregnated Fiber Board at the end of approach slabs as detailed;
- Provide any hot or cold weather protection measures as required.
904.10.01.05 Dowels into Concrete - Item

Section 904.10.02 of OPSS 904, November 2012 is deleted in its entirety and replaced with the following:

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

- Provide and install bolt or threaded rebar, compatible with Dayton Superior EC-2F or F-57 inserts as used in the precast units of the bridge, as detailed in the Contract Drawings.

Special Provision No. – D006

Parapet Wall Railing– Item No. D10

Section 908.10.01 of OPSS.MUNI 908, November 2014, Basis of Payment is deleted and replaced with the following:

908.10.01 Parapet Wall Railing – Item

Payment at the Contract price for the above noted tender item shall be full compensation for labour, Equipment, and material to do the work including the supply and installation of all posts, rails, anchorages, etc, required to install the PL-2 box beam railing on curve as per the Contract Drawings and Standard Specifications.

Special Provision No. – D007

MSE Retaining Wall– Item No. D11

Scope

The work shall consist of the design, supply, and construction of the Mechanically Stabilized Earth Retaining Walls (MSE) and/or Reinforced Soil Systems (RSS) including finishing caps, where required, and including excavation, unwatering and backfilling for the construction of the MSE. The Contractor is responsible for the design, installation, including internal stability of the MSE, and external stability as affected by the MSE. The Contractor...
shall also provide any protection necessary to existing utility poles adjacent to excavations to ensure excavations will not disturb existing poles.

Submission Requirements

Design

The MSE wall shall be TerraFort Full Height Panel Retaining Wall System-Plain Finish, supplied by Terrafix Geosynthetics Inc., or equivalent as approved by the County of Peterborough. The MSE design shall follow the design and construction specifications of the supplier and shall bear the seals and signatures of two (2) Professional Engineers who are licensed by the Association of Professional Engineers of Ontario. The Contractor shall submit, for information purposes only, all design, construction, and fabrication drawings, and specifications for the MSE including traffic barriers and base or finishing caps where applicable; the plan of construction of the system, including procedures and equipment; status of global stability as impacted by the MSE; bearing resistance required by the MSE.

The Contractor shall verify the existing site conditions and ground elevations before preparing working drawings, and notify the Owner immediately if site conditions differ from those described in the Contract Documents.

For geotechnical information, the Contractor shall refer to the Geotechnical Report completed by Geo-Logic Inc. A copy of the Geotechnical Report is ready for review at the office of the Consultant.

Warranty

The Contractor shall submit an unconditional warranty from the MSE supply company to the Owner, to implement any maintenance requirements to the system related to workmanship or materials for a period of 3 years from the date of certification of completion of the Contract.

Measurement for Payment

Pay Area

The area of the MSE to be used for payment shall be the face of wall area bounded by the top of the panels and the bottom of the levelling pads below the panels extending to the beginning and end of wall limits.
Unit Area

This quantity shall be paid at the contract unit price per square meter of MSE wall system installed.

Basis of Payment

Payment at the Contract Price for the above tender Item shall be full compensation for all labour, equipment, and materials required to design and install the MSE described above, and detailed on the contract drawings. Included under this item shall be the supply and installation of 300mm diameter sonotubes filled with concrete once the steel beam guide rail posts are set along the face of the MSE wall, as detailed on the Contract Drawings. All excavation, materials etc., shall be included under this item, including backfill of the wall with Granular B Type II Backfill. Included under this item shall be full compensation for all labour, equipment and material for supply and construction of levelling pad underneath MSE Wall System as detailed by the supplier.

Special Provision No. – D008

Access to Work Area/Platform– Item No. D16

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

Certificate of Conformance

Section 928.04.03.01 of OPSS 928, April 2012, is amended by addition of the following.

A Certificate of Conformance stamped and signed by the design engineer shall be submitted by the Contractor upon completion of the installation of each suspended work platform and/or falsework.

Basis of Payment

Section 918.10 of OPSS 928, April 2012, is deleted in its entirety and replaced with the following:

928.10.01 Access to Work Area/Platform - Item
Replacement of North River Bridge
Part “C” Specifications

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

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

Special Provision No. – D009

Concrete Sealer– Item No. D17
Scope

As part of the work under the above tender item, the Contractor shall include surface preparation and application of a concrete sealer to exposed concrete in the following areas:

- Inside, top and outside face of the PL-2 box beam railing on curb parapet wall as specified in the contract drawings.
- Fascia of bridge deck

Materials

The concrete sealer used shall be CIPADAM S-15 Ultra, or equivalent as approved by the County of Peterborough, a two coat protection system which prevents the intrusion of chlorides and water. The two coat system consists of:

A) A base coat of CIPADAM S-15, a silane base which penetrates into the substrate and reduces chloride ion migration through cement materials.
B) The top coat is CIPADECK Paver and Concrete Sealer. It is a colorless acrylic resin in a solvent base or CIPADECK Cure & Seal WB

This product is available from Construction Products Distribution Services, 219 Connie Crescent, Unit 13, Concord, Ontario, L4K 1L4, Tel: (905) 669-5013. A comparable alternative sealer will also be acceptable at the discretion of the Contract Administrator.
The material shall be stored in a dry, frost free environment protected from direct heat. The containers shall remain sealed until their contents are required for use. The contents of any opened container shall be used within 48 hours or discarded.

Sealer shall be applied using spray equipment recommended by the sealer's manufacturer.

Any repairs to concrete surfaces shall be carried out prior to surface sealing.

Application of a sealer shall be carried out at no less than 28 days after new concrete has been placed.

**Surface Preparation**

Prior to the application of the primer, the entire surface to be sealed shall be abrasive blast cleaned as per OPSS 929 to remove laitance, contamination, loose materials, and any traces of curing compounds and release agents.

**Sealer Application**

Concrete areas to be treated shall be surface dry for a minimum of 24 hours prior to sealer application. Artificial drying shall not be permitted. Sealer shall not be applied under any of the following conditions:

- Ambient temperature is less than 0ºC
- Temperature of the concrete surface is greater than 25ºC
- Rain is forecast within the next 48 hours
- Exposed asphalt pavement and joint sealants shall be masked off before the sealer application.

Concrete shall receive one application of the penetrating base coat and one application of the top coat. The rate of application shall be as recommended by the product's manufacturer. The sealer shall be applied by spraying, working from the bottom of the wall upwards.

Primer shall be allowed to dry before application of the top coat. The drying period shall be as specified by the sealer’s manufacturer.

The Contractor shall take all necessary precautions to prevent spills, overspray, splatter and rundown spills. Overspray and splatter shall be
removed at the Contractor’s expense. Rundown shall be brushed or rolled down.

Basis of Payment

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

Special Provision No. – D010

Modification of Deck Drains– Item No. D22

Section 914.10.02 of OPSS.MUNI 914, November 2014, is deleted and replaced with the following:

Scope

Payment at the Contract price for the above tender item shall be full compensation for all labour, Equipment, and Material for supply and installation of the “new” deck drains with downspout as detailed on the Contract Drawings.
Standard Specifications.

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

<table>
<thead>
<tr>
<th>OPSS No.</th>
<th>Date</th>
<th>OPSS No.</th>
<th>Date</th>
<th>OPSS No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>128</td>
<td>Apr. 2006</td>
<td>506</td>
<td>Nov. 2013</td>
<td>805</td>
<td>Nov. 2010</td>
</tr>
<tr>
<td>180</td>
<td>Nov. 2011</td>
<td>510</td>
<td>Apr. 2010</td>
<td>902</td>
<td>Nov. 2010</td>
</tr>
<tr>
<td>206</td>
<td>Nov. 2009</td>
<td>539</td>
<td>Nov. 2009</td>
<td>905</td>
<td>Apr. 2007</td>
</tr>
<tr>
<td>310</td>
<td>Nov. 2012</td>
<td>710</td>
<td>Nov. 2010</td>
<td>802</td>
<td>Nov. 2010</td>
</tr>
</tbody>
</table>
Corporation of the County of Peterborough

Tender # T-XX-20XX

Ontario Provincial Standard Drawings
### Standard Drawings

**Tender # T-XX-20XX**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPSD 219.110</td>
<td>Light-Duty Silt Fence Barrier</td>
</tr>
<tr>
<td>912.140</td>
<td>Guide Rail System, Steel Beam, Wooden Post Assembly, Installation – Single Rail</td>
</tr>
<tr>
<td>912.531</td>
<td>Guide Rail System, Steel Beam, Wooden Post Assembly, Installation – Entrances and Intersecting Roadways</td>
</tr>
<tr>
<td>922.530</td>
<td>Energy Attenuating, End Treatment, Steel Beam Energy Attenuating Terminal, Extruder Terminal System with Wooden Posts, Installation</td>
</tr>
<tr>
<td>3101.150</td>
<td>Walls, Abutments, Backfill Minimum Granular Requirements</td>
</tr>
<tr>
<td>3190.100</td>
<td>Walls, Retaining and Abutment, Wall Drain</td>
</tr>
<tr>
<td>3329.100</td>
<td>Deck, Reinforcement, Supports for Reinforcing Steel for Slab Depths 300 mm or less</td>
</tr>
<tr>
<td>3370.100</td>
<td>Deck Waterproofing, Hot Applied Asphalt Membrane with Protection Board</td>
</tr>
</tbody>
</table>
Contract Drawings are attached.
Part “D” - Bid Form

The Corporation Of The County Of Peterborough

County Court House
470 Water Street
Peterborough, Ontario
K9H 3M3

Tender No. T-XX-20XX

Replacement of North River Bridge

Documents to Be Enclosed With This Bid Form.

☐ Part D Bid Document Signed & Sealed

☐ Bid Deposit

☐ Performance Surety Commitment Requirements

☐ Certificate of Insurance (upon award)

☐ WSIB Clearance (upon award)
Bidders Information Form

Bidders must complete this form and include with the Bid Submission
Please ensure all information is legible.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Company Name</td>
</tr>
<tr>
<td>2.</td>
<td>Respondent’s Main Contact Individual</td>
</tr>
<tr>
<td>3.</td>
<td>Address (incl. Postal Code)</td>
</tr>
<tr>
<td>4.</td>
<td>Office Phone #</td>
</tr>
<tr>
<td>5.</td>
<td>Toll Free #</td>
</tr>
<tr>
<td>6.</td>
<td>Fax #</td>
</tr>
<tr>
<td>7.</td>
<td>e-mail address</td>
</tr>
<tr>
<td>8.</td>
<td>HST Account #</td>
</tr>
</tbody>
</table>

Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td># ________</td>
<td>___________________________</td>
</tr>
<tr>
<td># ________</td>
<td>___________________________</td>
</tr>
<tr>
<td># ________</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

☐ Check here if NO Addenda received.

_________________________  ___________________________  ________________
Respondent          Signature          Date
To The Corporation of The County of Peterborough, Hereafter called the “Owner”:

**Declaration of Accessibility Compliance**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>Dated:</td>
</tr>
</tbody>
</table>

I/ we acknowledge that as a Contractor/Consultant of the County of Peterborough we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.”
Experience and References

If insufficient space is provided in this table please provide required information in the same format on a separate attachment appended to this document.

<table>
<thead>
<tr>
<th>Description of Experience</th>
<th>Client, Contact Person, Phone Number, E-Mail</th>
<th>Date, Length and Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Sub-Contractors

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Trade</th>
<th>Sub-Contractor – Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule of Items & Prices

(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts “A”, “B” and “C” of the Tender for the following prices:

The County reserves the right to cancel any or all items.

Itemized Bid

The Contractor hereby offers to complete the work specified for Tender # T-XX-20XX for the following unit prices.

<table>
<thead>
<tr>
<th>Spec. No.</th>
<th>Spec No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>SP#A001</td>
<td>Mobilization/Demobilization</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>805</td>
<td>Stream Protection</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>SP#A002</td>
<td>Quality Control Testing</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>SP#A003</td>
<td>Traffic Control</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>706</td>
<td>Supply and Installation of Traffic Signs</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A6</td>
<td>SP#A004</td>
<td>Bonds, Insurance and Maintenance Security</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A7</td>
<td>SP#A005</td>
<td>Bird Screen System</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A8</td>
<td>Contingency</td>
<td>LS</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------</td>
<td>----</td>
<td>------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Section ‘A’ (Carried to Summary)**

### Section ‘B’: Road Works

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 (P)</td>
<td>201 SP#B001</td>
<td>Close Cut Clearing</td>
<td>m²</td>
</tr>
<tr>
<td>B2 (P)</td>
<td>206 SP#B002</td>
<td>Earth Excavation</td>
<td>m³</td>
</tr>
<tr>
<td>B3 (P)</td>
<td>206</td>
<td>Rock Excavation</td>
<td>m³</td>
</tr>
<tr>
<td>B4 (P)</td>
<td>305 SP#B003</td>
<td>Granular Sealing</td>
<td>m²</td>
</tr>
<tr>
<td>B5 (P)</td>
<td>721 SP#B004</td>
<td>Single Rail Steel Beam Guide Rail</td>
<td>m</td>
</tr>
<tr>
<td>B6 (P)</td>
<td>314 SP#B005</td>
<td>Granular A</td>
<td>t</td>
</tr>
<tr>
<td>B7 (P)</td>
<td>314 SP#B005</td>
<td>Granular B, Type II</td>
<td>t</td>
</tr>
<tr>
<td>B8 (P)</td>
<td>308</td>
<td>Tack Coat</td>
<td>m²</td>
</tr>
<tr>
<td>B9 (P)</td>
<td>310 SP#B006</td>
<td>Hot Mix H.L–4 Surface and Binder Course</td>
<td>t</td>
</tr>
<tr>
<td>B10 (P)</td>
<td>353</td>
<td>Concrete Curb and Gutter</td>
<td>m</td>
</tr>
<tr>
<td>B11 (P)</td>
<td>421</td>
<td>500mm Pipe Culverts</td>
<td>m</td>
</tr>
<tr>
<td>B12 (P)</td>
<td>510</td>
<td>Removal of Pipes</td>
<td>m</td>
</tr>
<tr>
<td>B13 (P)</td>
<td>510 SP#B007</td>
<td>Removal of Fence</td>
<td>m</td>
</tr>
<tr>
<td>B14 (P)</td>
<td>510</td>
<td>Removal of Steel Beam Guide Rail and Associated End treatments</td>
<td>m</td>
</tr>
</tbody>
</table>
# Replacement of North River Bridge

## Part “D”

### Bid Form

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>B15 (P)</td>
<td>510</td>
<td>Removal of Asphalt</td>
<td>m²</td>
<td>1.581</td>
</tr>
<tr>
<td>B16 (P)</td>
<td>511 SP#B008</td>
<td>Rock Protection</td>
<td>m³</td>
<td>36</td>
</tr>
<tr>
<td>B18 (P)</td>
<td>740</td>
<td>Temporary Concrete Barrier</td>
<td>m</td>
<td>132</td>
</tr>
<tr>
<td>B19 (P)</td>
<td>740</td>
<td>Temporary Concrete Barrier, Relocation</td>
<td>m</td>
<td>112</td>
</tr>
<tr>
<td>B20 (P)</td>
<td>723</td>
<td>Energy attenuator – Temporary, Narrow</td>
<td>Each</td>
<td>4</td>
</tr>
<tr>
<td>B21 (P)</td>
<td>723</td>
<td>Energy attenuator – Relocation, Narrow</td>
<td>Each</td>
<td>2</td>
</tr>
<tr>
<td>B22 (P)</td>
<td>559</td>
<td>Steel Beam Energy Attenuating Terminal System</td>
<td>Each</td>
<td>6</td>
</tr>
<tr>
<td>B23 (P)</td>
<td>507 SP#B009</td>
<td>Wood Rail Fence</td>
<td>m</td>
<td>59</td>
</tr>
<tr>
<td>B24 (P)</td>
<td>710 SP#B010</td>
<td>Portable Temporary Traffic Signs</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>B25 (P)</td>
<td>710 SP#B011</td>
<td>Pavement Marking, Temporary</td>
<td>m</td>
<td>36</td>
</tr>
<tr>
<td>B26 (P)</td>
<td>710 SP#B012</td>
<td>Pavement Marking, Permanent</td>
<td>m</td>
<td>800</td>
</tr>
</tbody>
</table>

**Total Section ‘B’ (Carried to Summary)**

### Section ‘C’: Landscaping

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>802 SP#C001</td>
<td>Topsoil (100mm thick) all Areas Disturbed During Construction</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>C2</td>
<td>804</td>
<td>Seed (Standard Roadside Mix) and Hydraulic Mulch, all Areas Disturbed During Construction</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>C3</td>
<td>511</td>
<td>300 mm Thick Rip Rap (300 mm nominal stone size) over Geotextile (Class II, Non-woven, Filtration Opening Size 75-150 micron)</td>
<td>m²</td>
<td>28</td>
</tr>
</tbody>
</table>
## Total Section ‘C’ (Carried to Summary)

### Section ‘D’: Structure

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>Removal of Bridge Structure</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>D2</td>
<td>Earth Excavation for Structure</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>D3</td>
<td>Rock Excavation for Structure</td>
<td>m³</td>
<td>1</td>
</tr>
<tr>
<td>D4</td>
<td>Dewatering Structure Excavation</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>D5</td>
<td>Granular Backfill to Structure</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>D6</td>
<td>Concrete in Footings</td>
<td>m³</td>
<td>30</td>
</tr>
<tr>
<td>D7</td>
<td>Concrete in Structure</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>D8</td>
<td>Concrete in Parapet Walls</td>
<td>LS</td>
<td>100%</td>
</tr>
<tr>
<td>D9</td>
<td>Concrete in Distribution Slab/Approach Slabs</td>
<td>m³</td>
<td>76</td>
</tr>
<tr>
<td>D10</td>
<td>Parapet Wall Railing</td>
<td>m</td>
<td>35</td>
</tr>
<tr>
<td>D11</td>
<td>MSE Retaining Wall (TerraFort Wall RSS system or equivalent as approved by County of Peterborough)</td>
<td>m²</td>
<td>64</td>
</tr>
<tr>
<td>D12</td>
<td>Reinforcing Steel Bar</td>
<td>T</td>
<td>2</td>
</tr>
</tbody>
</table>
## Replacement of North River Bridge
### Part “D”

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>D13</td>
<td>Mechanical Connectors</td>
<td>Each 28</td>
</tr>
<tr>
<td>D14</td>
<td>Coated Reinforcing Steel Bar</td>
<td>T 14</td>
</tr>
<tr>
<td>D15</td>
<td>Coated Mechanical Connectors</td>
<td>Each 128</td>
</tr>
<tr>
<td>D16</td>
<td>Access to Work Area/Platform</td>
<td>LS 100%</td>
</tr>
<tr>
<td>D17</td>
<td>Concrete Sealer</td>
<td>LS 100%</td>
</tr>
<tr>
<td>D18</td>
<td>Dowels in Concrete</td>
<td>Each 100</td>
</tr>
<tr>
<td>D19</td>
<td>Bridge Deck Waterproofing</td>
<td>m² 207</td>
</tr>
<tr>
<td>D20</td>
<td>Membrane Reinforcement</td>
<td>m 43</td>
</tr>
<tr>
<td>D21</td>
<td>Form and Fill Grooves</td>
<td>m 85</td>
</tr>
<tr>
<td>D22</td>
<td>Modification of Deck Drains</td>
<td>Each 4</td>
</tr>
</tbody>
</table>

**Total Section 'D' (Carried to Summary)**
Replacement of North River Bridge  
Part “D”  

Tender Summary

<table>
<thead>
<tr>
<th>Section</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A: General</td>
<td>$_____________________</td>
</tr>
<tr>
<td>B: Road Works</td>
<td>$_____________________</td>
</tr>
<tr>
<td>C: Landscaping</td>
<td>$_____________________</td>
</tr>
<tr>
<td>D: Structures</td>
<td>$_____________________</td>
</tr>
</tbody>
</table>

Sub-Total Tender (excluding H.S.T.) $_____________________

H.S.T. @ 13% $_____________________

Total Tendered Amount (Basis of Award) $_____________________

H.S.T. Registration # ________________________
To The Corporation of the County of Peterborough, Hereafter called the "County":

I/We ______________________________ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.

2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part “A” Information to Bidders; Part “B” Standard Terms and Conditions; Part “C” Specifications and Part “D” Bid Form.

3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.

4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the County may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.

5. That the awarding of the Contract, by the County is based on this submission, which shall be an acceptance of this Bid.

6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract (Appendix A) in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the County is fully conditional upon the receipt of said documentation, security and certifications by the County within Ten (10) Working Days. If I/We fail to do so, the County may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/We agree to save the County, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder’s Signature and Seal: ________________________________

Position: ________________________________

Witness: ________________________________

Position: ________________________________

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the __________________ of ________________________________

(Town/City)

This _____________ Day Of ________________________________ 20XX.
The Corporation of the County of Peterborough

Contract No. T-XX-20XX

______________________________

Appendix A
Articles of Agreement
This Agreement made the __________ day of ________________, 20XX.

Between

The Corporation of the County of Peterborough

hereinafter called the "Municipality"

and

Company Name

hereinafter called the "Contractor"

In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Work
The Contractor shall:

(a) Perform the Work required by the Contract Documents for Tender # T-XX-20XX; and

(b) Do and fulfil everything indicated by the Contract Documents and Contract Drawings; and

(c) Complete the Work before TBD, subject with the provisions of the Contract Documents.

2. Contract Documents
The following is an exact list of the Contract Documents referred to in “# 1. The Work” of this Agreement.
1. This Agreement;
2. Tender issued by the County of Peterborough: T-XX-20XX
3. Supplementary Appendices
4. Addenda No._ Through_
5. Drawing Nos. 1 to 6;
6. Tender offer of the Contractor
7. Ontario Provincial Standards (as stated in tender);
8. OPSS Traffic Standards;

3. **Contract Price**
The Contract Price is ___________________ ($_____) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents. *(The correct amount is copied from the Bid Form at the time of final contract preparation)*

4. **Time Schedule**
The Contractor shall perform the Services with the utmost dispatch and, subject to delays beyond its control, shall complete the Services in accordance with the Tender.

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

A two year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5%) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period.

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

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

The Completion Payment Certificate to include release of the remaining holdback will be issued within 120 days after the date for completion as specified under
GC1.07. The date for interest due to late payment shall commence following 180 days after the date of completion of the work.

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

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

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

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

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

6. Rights and Remedies
   A) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

   B) No action or failure to act by the Municipality or the Contractor shall constitute a waiver of any right or duty afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. Implied Contract
No implied contract of any kind whatsoever by or on behalf of the Municipality shall arise or be implied from anything in this contract contained, nor from any position or situation of the parties at any time, if being clearly understood that the express covenants and agreements herein contained made by the Municipality shall be the only covenants and agreements upon which any right against the Municipality may be founded.
8. Warranty Period
Section GC7.16 of the General Conditions is revised in that the Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twenty-four (24) months.

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

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

9. Bid Deposit
For the purposes of Part “B” Standard Terms and Conditions of the Contract Document, the bid deposit delivered to the Municipality with the bid documents is acknowledged to be $_______ (10% of total tendered price).

10. Liquidated Damages
It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed by the interim and completion dates as specified, or as extended in accordance with Section GC3.06 of the General Conditions, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Authority will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Authority the sum of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) as liquidated damages for each and every calendar days delay in achieving both interim completion and completion of the work beyond the dates prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period in excess of the prescribed date for completion.

The Authority may deduct any amount under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Authority.
11. Receipt of and Addresses for Notices
Any notices, requests, demands or other communications (a "notice") required or permitted to be given hereunder shall be in writing and delivered by hand or telecopy as follows:

The Corporation of the County of Peterborough, 470 Water Street, Peterborough, Ontario, K9H 3M3, Facsimile No. (705) 876-1730

The Contractor at or at such other address as may from time to time be designated by notice given in the manner herein provided. Such notice shall be deemed to have been given when delivered, provided that if notice is delivered by telecopier or by hand on a day other than a Working Day or after 3:00 p.m. on a Working Day, then the same shall be deemed to have been given on the next Working Day.

12. Law of the Contract
The law of the Province of Ontario shall govern the interpretation of the Contract Documents referred to in #2 of this Agreement.

13. Language of the Contract
This Agreement is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les parties.

14. Succession
The General Conditions of the Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

15. Severability
Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent:

A) The remainder of this Agreement or the application of such provision to any other person or circumstance shall not be affected thereby; and
16. Termination
If the Contractor fails in the Municipality's reasonable opinion to give satisfactory service to the Municipality in accordance with the terms of this Agreement and the Tender forms and specifications attached to this Agreement, or if for any other reason the Contractor's services are no longer required, then the Municipality may terminate this Agreement on giving 60 days notice in writing to the Contractor.

17. Termination for Non-Compliance
In the event that it should come to the attention of the Municipality that:

- The Contractor has failed to comply with any terms of this Agreement; or
- The Contractor has failed to comply with any terms of any applicable license, law, regulation; or
- The Contractor or any employee of the Contractor has conducted themselves in an inappropriate or unbecoming manner;

then the Municipality may notify the contractor in writing of the Municipality's concern, and if the matter is not corrected to the satisfaction of the Municipality within five (5) days of such notice, then the Municipality may unilaterally terminate this Agreement and the Contractor shall have no recourse against the Municipality by reason of such termination save and except for the collection of any outstanding payment obligations due to the date of termination only.

18. Arbitration and Mediation
Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of an experienced, qualified mediator to attempt to resolve their dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in accordance with the "Rules of Procedure for the Conduct of Mediations" of the Arbitration and Mediation Institute of Ontario.

19. Indemnity
The Contractor shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to this Agreement. In
addition to the protection provided, the Contractor shall promptly indemnify and save harmless the Municipality from all suits and actions for damages and costs to which the Municipality might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the performance of this work. The indemnity obtained in this Agreement shall not be prejudiced by, and shall survive, the termination of this Agreement.
In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officer’s thereunto duly authorized.

Dated at ___________________, this __________ day of __________, 20XX.

Company Name

Witness as to Signature
Or Seal Affixed Contractor
I/we have the authority to bind the Corporation or Business

Dated at Peterborough, this __________ day of __________, 20XX.

The Corporation of the County of Peterborough

Warden, J. Murray Jones

Clerk, Sally Saunders
## GENERIC SIGNAL TIMING SHEET

ACTUATED X _____PRE-TIMED _____SIGNAL TO BE MAINTAINED BY: ________________________

LOCATION: North River Bridge_____________SIGNAL TO BE OPERATED BY: ________________________

MAINSTREET (HWY): CR 46_____________TIMING DEVELOPED BY: Ainley Group _____________

DATE TIMING DEVELOPED : January 14, 2016

**GENERAL TIMING IDENTIFIED HERE SHALL BE TRANSCRIBED ONTO "OFFICIAL" TIMING SHEETS FOR THE TRAFFIC SIGNAL CONTROLLER BEING USED AT THIS SIGNALIZED INTERSECTION. A COPY OF THE "OFFICIAL" LOCAL TIMING SHEETS AND COORDINATION SHEETS IF USED, SHALL BE ATTACHED TO THIS FORM AND FILED IN THE MTO REGIONAL TRAFFIC OFFICE.**

### OPERATIONAL NOTES:

1. All Protected/Permissive left turn movements shall be followed by parent through movements without exception.
2. If serving F2 and F6 the signal must cycle to F4 and/or F8 prior to serving a call for F1 and/or F5 if these left turn movements are protected/permissive.
3. If serving F4 and F8, the signal must cycle to F2 and/or F6 prior to serving a call for F3 and/or F7 if these left turn movements are protected/permissive.
4. Through Movements shall lag left turn movements unless otherwise specified.

### FUNCTION/OPERATION

<table>
<thead>
<tr>
<th>MOVEMENT (FAZE)</th>
<th>NB LEFT</th>
<th>NB THRU</th>
<th>WB LEFT</th>
<th>WB THRU</th>
<th>SB LEFT</th>
<th>SB THRU</th>
<th>EB LEFT</th>
<th>EB THRU</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERMITTED MOVEMENTS</td>
<td>-</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
</tr>
<tr>
<td>RED LOCK</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>AMBER LOCK</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>VEHICLE RECALL</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PEDESTRIAN RECALL</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>VEHICLE MAX RECALL</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>OVERLAP A</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>OVERLAP B</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PROT/PERM LEFT TURN ARROW</td>
<td>-</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>PROT/PERM FAST FLASH ADVANCE GREEN</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>FULLY PROTECTED LEFT TURN</td>
<td>-</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>DISPLAY RED ON STARTUP</td>
<td>-</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
</tr>
<tr>
<td>PLACE PEDESTRIAN CALLS ON STARTUP</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PLACE VEHICLE CALLS ON STARTUP</td>
<td>-</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
</tr>
<tr>
<td>REST IN WALK</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>MOVEMENTS MUST GAP OUT SIMUL’LY</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>DOUBLE ENTRY</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>EXCLUSIVE PHASING BY APPROACH</td>
<td>-</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>-</td>
</tr>
</tbody>
</table>

**na --- not applicable**
### Replacement of North River Bridge
### Appendix B – Timing Sheet Form

#### INTERVAL TIMES

<table>
<thead>
<tr>
<th>MOVEMENT (FAZE)</th>
<th>[NB LEF]</th>
<th>[NB THRU]</th>
<th>[WB LEF]</th>
<th>[WB THRU]</th>
<th>[SB LEF]</th>
<th>[SB THRU]</th>
<th>[EB LEF]</th>
<th>[EB THRU]</th>
</tr>
</thead>
<tbody>
<tr>
<td>WALK</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLASHING DON’T WALK</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MINIMUM GREEN</td>
<td>-</td>
<td>-</td>
<td>20</td>
<td>5</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEHICLE EXTENSION (PASSAGE TIME)</td>
<td>-</td>
<td>-</td>
<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAX GREEN (INCLUDES MIN GREEN)</td>
<td>-</td>
<td>-</td>
<td>30</td>
<td>10</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAX GREEN 2 (ALTERNATE MAX GREEN)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMBER CLEARANCE</td>
<td>-</td>
<td>-</td>
<td>5</td>
<td>3</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALL RED CLEARANCE</td>
<td>-</td>
<td>-</td>
<td>14</td>
<td>8</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAX GAP (VEH. EXTENSION)</td>
<td>-</td>
<td>-</td>
<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MIN GAP (VEH. EXTENSION)</td>
<td>-</td>
<td>-</td>
<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REDUCE GAP BY</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REDUCE GAP EVERY</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAX INITIAL GREEN TIME (VAR. INIT)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TIME ADDED/VEHICLE (VAR. INIT)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**na --- not applicable**

#### DETECTOR SETUP

<table>
<thead>
<tr>
<th>MOVEMENT (FAZE)</th>
<th>[NB LEF]</th>
<th>[NB THRU]</th>
<th>[WB LEF]</th>
<th>[WB THRU]</th>
<th>[SB LEF]</th>
<th>[SB THRU]</th>
<th>[EB LEF]</th>
<th>[EB THRU]</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELAY TIME ON PRESENCE DETECTION</td>
<td>-</td>
<td>-</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELAY TIME ON LONG DIST. DETECTION</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARRY-OVER ON PRESENCE DETECTION</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARRY-OVER ON LONG DIST. DETECTION</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PRE-EMPTION (Not used with PORTABLE TEMPORARY TRAFFIC SIGNALS)

<table>
<thead>
<tr>
<th>MOVEMENT (FAZE)</th>
<th>[NB LEF]</th>
<th>[NB THRU]</th>
<th>[WB LEF]</th>
<th>[WB THRU]</th>
<th>[SB LEF]</th>
<th>[SB THRU]</th>
<th>[EB LEF]</th>
<th>[EB THRU]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST EMERG. PRE-EMPT MOVEMENTS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1ST EMERG. PRE-EMPT DELAY TIME</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1ST EMERG. PRE-EMPT CLEARANCE TIME</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2ND EMERG. PRE-EMPT MOVEMENTS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2ND EMERG. PRE-EMPT DELAY TIME</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2ND EMERG. PRE-EMPT CLEAR’CE TIME</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RR PRE-EMPT TRACK CLEAR’CE MV’MTS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RR PRE-EMPT CLEARANCE TIME</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RR PRE-EMPT DELAY TIME</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RR PRE-EMPT LIMITED SERVICE MV’NTS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TIME OF DAY

<table>
<thead>
<tr>
<th>MOVEMENT (FAZE)</th>
<th>[NB LEF]</th>
<th>[NB THRU]</th>
<th>[WB LEF]</th>
<th>[WB THRU]</th>
<th>[SB LEF]</th>
<th>[SB THRU]</th>
<th>[EB LEF]</th>
<th>[EB THRU]</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHASE OMIT</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>MAX RECALL</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PED RECALL</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>MIN RECALL</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MAX GREEN 2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>REST IN WALK</td>
<td>-</td>
<td>-</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td>-</td>
<td>na</td>
<td>-</td>
</tr>
<tr>
<td>AMBER LOCK</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>RED LOCK</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**na --- not applicable**