



THE CORPORATION OF THE TOWN OF COBOURG

TENDER BID RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE TENDER BID.

**ALL TENDER BIDS MUST BE RECEIVED AT:
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2 905-372-4301**

| <i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i> | |
|---|------------------------------------|
| TENDER BID NUMBER: | CO-24-14 PWD |
| TENDER BID NAME: | 2024 Various Sidewalk Construction |
| CLOSING DATE: | Tuesday, May 21, 2024 |
| CLOSING TIME: | 2:00 P.M. |

| <i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i> | |
|---|--|
| SUBMITTED BY: | |
| COMPANY CONTACT: | |
| COMPANY NAME: | |
| COMPANY ADDRESS: | |
| COMPANY PHONE: | |

| <i>LEGISLATIVE SERVICES USE ONLY</i> | | |
|--------------------------------------|-------|-----------|
| TENDER BID RECEIPT: | | |
| DATE: | TIME: | INITIALS: |

| <i>LEGISLATIVE SERVICES USE ONLY</i> | | | |
|--------------------------------------|-------|-----------|-----------|
| TENDER BID OPENING: | | | |
| DATE: | TIME: | INITIALS: | INITIALS: |

By-law 016-2012, Purchasing Policy (est March 19, 2012)
 Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
 "All tender bids will be issued from and received at the office of the Municipal Clerk, located at the
 Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
 using the appropriate label or envelope as provided in bid package."

Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD

Sealed Tenders, clearly marked as to its contents with the Tender Bid Receipt Label provided, will be received by Legislative Services until:

2:00:00 P.M., Local Time, Tuesday, May 21, 2024

Staff will be present to receive tenders at rear delivery entrance to Victoria Hall. Tender openings will be completed by Town staff and unofficial results will be posted on the website shortly after tender openings.

Approximate quantities of major items are as follows:

| | |
|-------------------|----------------------|
| Concrete Sidewalk | 1,550 m ² |
| Granular 'A' | 500 t |
| Earth Excavation | 470 m ³ |

Plans, specifications and tender forms will be available for download as of **Tuesday, May 7, 2024** at www.biddingo.com.

Each tender must be accompanied by a Bid Bond or a certified cheque in the amount stipulated in the Tender Documents, and the successful bidder must provide Performance and Materials Bonds as specified, with the executed Contract.

Lowest or any tender not necessarily accepted.

Mr. Brent Larmer
Manager of Legislative Services
Corporation of the Town of Cobourg
55 King Street West
Cobourg, Ontario K9A 2M2

Tel: 905-372-4301

Mr. Thomas Gleason, C. Tech.
Project Manger
CIMA Canada Inc.
415 Baseline Road West, 2nd Floor
Bowmanville, Ontario L1C 5M2

Tel: 905-373-5203



Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract Documents and Specifications

Contract No. CO-24-14 PWD

April 2024
CIMA Project No. C14-655



Corporation of the Town Of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
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Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
Tenderer's Check List

Before submitting your tender, check the following points:

1. Has your tender been signed and your seal affixed? _____
2. Have you enclosed the required Tender Deposit or Bid Bond? _____
3. Have you enclosed the Agreement to Bond, signed and sealed by your proposed surety? _____
4. Have you entered all required prices in the Form of Tender? _____
5. Have you completed all schedules in the Form of Tender? _____
6. Have you completed, signed and included all Addenda where required to do so, and indicated the number of Addenda in your Form of Tender? _____
7. Have you listed your experience in successfully completed similar work? _____
8. Have you listed your senior staff and stated their qualifications and experience? _____
9. Have you listed your subcontractors? _____
10. Have you provided your Workplace Safety and Insurance Board experience rating? _____
11. Are the documents complete? _____

Note: 1. *Your Tender will be informal and may be disqualified if **any** of the foregoing points (if applicable) have not been complied with.*

2. *Your Tender may be disqualified if you tender unbalanced prices for **any** item in the Form of Tender.*

Make sure that your tender is sealed in an envelope that is clearly marked “confidential” and properly identified with the Contract title, Contract number and your company or firm’s name and postal address.

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

Information For Tenderers

Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
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1. General

Sealed Tenders clearly marked “2024 Various Sidewalk Construction”, Contract No. CO-24-14 PWD” with the Tender Bid Receipt Label will be received until:

2:00:00 P.M., Local Time, Tuesday, May 21, 2024

and shall be addressed to: **Mr. Brent Larmer**

Manager of Legislative Services
Corporation of the Town of Cobourg
Victoria Hall, 55 King Street West
Cobourg, Ontario K9A 2M2

2. Delivery and Opening of Tenders

One (1) copy of the tender, on the forms provided, shall be submitted in person. All information requested shall be shown in the tender, in the space provided.

The use of mail or courier for delivery of a tender will be at the sole risk of the Tenderer and no consideration will be given to tenders deposited after the advertised deadline.

3. Description of Works

The following is a general but not necessarily complete, description of the works to be constructed for the Corporation of the Town of Cobourg (Owner):

Division Street, Veronica Street to Veronica Street

Supply of materials, labour and equipment to construct approximately 330m of 1.5m concrete sidewalk and restoration of all disturbed areas on the west side of Division Street between Veronica Street and Veronica Street in the Town of Cobourg.

Densmore Road, Division Street to Birchwood Trail

Supply of materials, labour and equipment to construct approximately 375m of 1.5m concrete sidewalk and restoration of all disturbed areas on the south side of Densmore Road between Birchwood Drive and Division Street in the Town of Cobourg.

D’Arcy Street, Elgin Street to Nickerson Drive

Supply of materials, labour and equipment to construct approximately 85 m of 1.5m concrete sidewalk and restoration of all disturbed areas on the east side of D’Arcy Street from Elgin Street West to Nickerson Drive in the Town of Cobourg.

Elgin Street, D’Arcy Street to Conger Avenue

Supply of materials, labour and equipment to construct approximately 245m of 1.5m concrete sidewalk and restoration of all disturbed areas on the north side of Elgin Street West between D’Arcy Street and Conger Avenue in the Town of Cobourg

University Avenue West, Margaret Street to William Street

Supply of materials, labour and equipment to construct approximately 50m of 1.5m concrete sidewalk and restoration of all disturbed areas on the south side of University Avenue West from Margaret Street to William Street in the Town of Cobourg.

Generally, work as outlined in the Form of Tender is to be constructed to the Ontario Provincial Standard Specifications (OPSS) and various other Specifications they refer to unless otherwise stated in the Special Provisions forming part of these Contract Documents.

It is the Owner’s intent to award the works to one prospective Tenderer.

The various OPSS referred to in the Form of Tender are not included in these Contract Documents. It is the Tenderer’s and Contractor’s responsibility to obtain the current issue of these Specifications.

4. Inquiries During Tendering

Tenderers are advised that inquiries regarding the interpretation of the plans or specifications shall be made before:

5:00 PM on Wednesday, May 15, 2024

and shall be directed to the Project Manager, CIMA+, Telephone: 905-373-5203, Attention: Thomas Gleason, C. Tech., Email: Thomas.Gleason@cima.ca.

5. Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) are received after the time stated in the Tender Advertisement, as recorded by the Owner on the date and at the place of tender, on the advertised closing date for tenders; and,
- b) are not accompanied by a certified cheque or bid bond in an amount not less than that specified.

6. Withdrawal or Qualifying Of Tenders

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

A Tenderer may withdraw or qualify his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to be delivered to the Owner. Such a submission at the location stated in the tender advertisement for the receipt of tenders must be received in sufficient time to be marked with the time and date of receipt before advertised time, as recorded by the Owner on the date and at the place of tender, on the date for closing of tenders. The Tenderer shall show his/her name, the name of the project and the Contract number on the envelope containing such letter. No email, fax transmissions or telephone calls will be considered.

7. Informal or Unbalanced Tenders

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

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

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

Wherever in a tender the amount tendered for an Item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

A discrepancy in addition or subtraction in a tender shall be corrected by the Owner by adding or subtracting the Items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Owner. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

If a Tenderer has omitted to enter a price for an Item of work set out in the Form of Tender, he/she shall, unless he/she has specifically stated otherwise in his/her tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said Item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.

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

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

Tenderers who have submitted tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

8. Examination of Site

Each Tenderer must examine the location of the work and fully inform themselves of existing conditions by personal examination as to the local conditions to be met with during the construction and conduct of the work. All Contract Documents are to be carefully examined. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of successful Tenderer to fulfill all requirements of the Contract.

The Owner has made no arrangements with private owners for site investigations to be carried out by prospective Tenderers. If any person proposes to carry out any investigation on any property relative to the proposed works, he/she shall, before entering the said property, and any other property for the purpose of obtaining access to the said property, and before commencing the said investigation, contact each owner and occupant of the said properties and advise them of the nature and extent of the proposed investigation and obtain an agreement in writing thereto of all such owners and occupants. The person (or firm) who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate promptly all property which has been disturbed by such investigation or by use of such access and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the Owner and the Owner shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

9. Provisional Items

After the tender closing, the Items in the Form of Tender noted as being "Provisional" may have quantities modified or may be deleted from the Contract at the sole discretion of the Owner without negotiating with the bidders regardless of the percentage of the Tender the individual or combined "Provisional Items" represent. No consideration for loss of overhead costs or loss of profit on work not performed will be considered should these Items be deleted from the Contract.

10. Tender

Each tender shall include a completed Form of Tender, on the forms provided, Statements A to C inclusive, and an Agreement to Bond, all as bound herein and a tender deposit as required herein, together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with his/her tender. The Tenderer may retain the rest of the tender documents issued to him/her.

The Tenderer shall give the total tender price both in words and in figures and, except as is otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces for unit prices, Item prices, lump sums and other information in the Form of Tender. All prices tendered and all amounts to be paid will be in Canadian dollars.

11. Omissions, Discrepancies and Interpretations

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify the Contract Administrator, preferably in writing and not later than five (5) days before the closing date for tenders. If the Contract Administrator considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an addendum to all who have taken out tender documents.

No oral explanation or interpretation shall modify any of the requirements or provisions of the tender documents.

12. Quantities are Estimated

The quantities shown for unit price Items in the Form of Tender are estimated only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

The Contract Administrator has the right to increase or reduce the quantities required or to suspend or omit any Item or portion of the work at any time as he/she may deem advisable.

13. Acceptance or Rejection of Tenders

Subject to the General Conditions, except as provided hereunder, neither the Contract Administrator nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation of a tender to the Owner for acceptance does not constitute acceptance of the tender by the Owner.

A tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer or when the Contract Administrator, with the written authorization of the Owner and within the period referred to in Clause 17 hereof, has issued a written order to commence work to the Tenderer and the Owner or anyone acting on its behalf has requested the Tenderer to execute the Agreement and to return it to the Owner and the acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the owner receive a Performance Bond and a Payment Bond in the forms bound herein and in accordance with the requirements hereof, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the Tenderer whose tender has been accepted as aforesaid.

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

The Tenderer agrees that the Owner has the right, at his or her own discretion, to accept or reject any non-compliant tenders without stating the reasons therefore and that the lowest or any tender will not necessarily be accepted.

The Tenderer understands that fundamental to this competition is the selection of a tender that, in the Owner's opinion, is in the best interest of the Owner. To this end, the Tenderer agrees that the Owner reserves the right to select a winning tender that may be non-compliant.

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

14. Award of the Contract

The award of this Contract in whole or in part is subject to award by Town of Cobourg Council. The award date is anticipated on or about June 27, 2024.

15. Period of Validity of Tender

The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the Contract Administrator's written order to commence work will be issued to the Tenderer within a 90-day period after the opening date for tenders.

16. Tender Deposit

Each tender shall include a tender deposit in the form of a certified cheque or bid bond in the minimum amount defined below, made payable to the Owner, as a guarantee for the execution of the Contract.

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

The tender deposits of all but the two (2) lowest Tenderers will be returned within ten (10) days after the date of opening tenders. The tender deposits of the two (2) lowest Tenderers will be retained until a tender has been accepted and the Performance Bond, the Labour and Material Bond and the other documents required herein have been furnished to the satisfaction of the Solicitor and the Contract Administrator for the Owner, save that if a Tenderer has not been requested by the Owner to execute the Agreement within 90 days after the date of opening tenders or if the Contract Administrator has not issued to the Tenderer a written order to commence work within the said 90 days, his/her tender deposit will be returned, except as otherwise provided herein. After the execution of the Contract and the receipt by the Owner of the Performance Bond and the Labour and Material Payment Bond the tender deposit of the successful Tenderer will be returned.

If either of the above-mentioned two (2) Tenderers has not been notified within 90 days after the date of opening tenders that his/her tender has been recommended to the Owner for acceptance, he/she may apply to the Owner for the return of his/her tender deposit. Unless otherwise determined by the Owner, the tender deposit of one of the said two (2) tenders (normally the one who submitted the second lowest tender) will be returned when so applied for. The tender deposit of the other Tenderer will be retained or returned by the Owner as provided for elsewhere in this Clause.

The Owner may, in its discretion:

- a) cash a tender deposit cheque or qualify a bid bond and deposit the proceeds to its account, without prejudice to the ultimate disposition of such tender deposit as provided for herein; or
- b) return a tender deposit to a Tenderer at an earlier time than provided for herein; or
- c) return a tender deposit to a Tenderer on receipt from the said Tenderer of an alternative security acceptable to the Owner in lieu of the said tender deposit; and no such action shall prejudice the validity of the tender to which such tender deposit relate.

Except as otherwise herein provided the Tenderer guarantees that if his/her tender is withdrawn before the Owner shall have considered the tenders or before or after he/she has been notified that his/her tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of seven (7) days as stipulated and as required herein, the Agreement executed by the Tenderer, the Performance Bond and the Labour and Material Payment Bond executed by the Tenderer and the surety company and other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a Contract or not accept any tender as the Owner may deem advisable.

17. Agreement

The Tenderer agrees that, if requested so to do by the Owner or anyone acting on its behalf within 90 days after the date of opening tenders, he/she will execute in triplicate and return to the Owner the Agreement in the form bound herein within seven (7) days after being so requested. If the Tenderer has not been so requested within the said 90 days or if the Contract Administrator's written order to commence work has not been mailed or delivered to the Tenderer or his/her office or his/her postal address within the said 90 days, the Tenderer may, unless he/she has otherwise agreed or offered and except as otherwise provided herein, withdraw his/her tender.

18. Performance and Payment Bonds

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner a Performance Bond and a separate Labour and Material Payment Bond in the forms attached hereto each in the amount of one hundred per cent (100%) of the total tender amount and such additional amount, if any, as may be required by the Owner. The Tenderer shall tender for the cost of the bonds in the Item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% of the total tender amount. In the event that either of the bonds is required to be in an amount in excess of 100% of the total tender amount the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice.

The Tenderer shall include with his/her tender the Agreement to Bond in the form enclosed herewith executed under its corporation seal by the surety company from which he/she proposes to obtain the required bonds.

The Owner may in its discretion decide to obtain the bonds from a surety company of its choice and may pay the premium for such bonds directly to the surety company so chosen. In that event, the Owner will notify the selected Tenderer accordingly before the tender has been accepted and the Tenderer shall execute and furnish to the Owner the required bonds as provided for herein but the Item relating to the cost of the bonds in the Form of Tender shall be deleted from the Contract and no payment shall be made to the Contractor therefore.

The Tenderer will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate as required herein and in the forms bound herein within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to him. One copy of the said bonds shall be bound into each of the three (3) executed sets of the Contract.

19. Proof of Ability

In order to aid the Owner in determining the responsibility of each Tenderer, the Tenderer shall complete the following statement sheets which are bound herein:

Statement 'A': Stating the Tenderer's experience in similar work which he/she has successfully completed.

Statement 'B': Giving a list of the Tenderer's senior supervisory staff to be employed on the Contract with a summary of the experience of each.

If the Tenderer prefers, he/she may, in lieu of completing and submitting the above-mentioned statement sheets, submit the information required by the said sheets on similar forms prepared in his/her own office, provided that the said forms bear the Tenderer's name and the date of preparation and contain up-to-date information.

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

20. Subcontractors

The Tenderer shall give in **Statement 'C'** sheet of the tender documents the name and address of each proposed Subcontractor used in making up his/her tender. Only one Subcontractor shall be named for each part of the work to be sublet.

If the successful Tenderer wishes to substitute a Subcontractor other than the one named in **Statement 'C'** of the Form of Tender for a specific Item of work, he/she shall submit documentation to the Contract Administrator pertaining to the proposed Subcontractor's experience and competence to carry out the work. Employment of the proposed Subcontractor on the works is subject to the written approval of the Contract Administrator.

21. Workplace Safety and Insurance Board

The Contractor shall at the time of entering into any Contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

Tenderers must submit with their bid a current Clearance Certificate from the Workplace Safety Insurance Board (WSIB)

The selected Tenderer shall submit such statutory declaration or clearance letter to the Owner in triplicate together with the Agreement executed by the said Tenderer. One copy of the statutory declaration or clearance letter shall be bound into each of the three (3) executed sets of the Contract.

22. Occupational Health and Safety

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this Contract unequivocally acknowledges that it is the constructor within the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

“A constructor shall ensure, on a project undertaken by the constructor that,

- a) the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) every employer and every worker performing work on the project complies with this Act and the regulations; and,
- c) the health and safety of workers on the project is protected.”

23. Review of Shop Drawings

The Contractor (or Subcontractor or equipment supplier acting on behalf of the Contractor) shall submit to the Contract Administrator in accordance with a procedure to be stipulated by the Contract Administrator all shop, working or setting drawings required in order to make clear the work proposed. The Contractor shall make any changes in such drawings that the Contract Administrator may require.

When submitting such drawings, the Contractor shall notify the Contract Administrator in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements of the Contract Administrator. The Contract Administrator’s review of such drawings shall not be construed as approval of such differences unless the Contractor has complied with the preceding sentence hereof and unless the Contract Administrator has specifically approved such differences in writing. The Contract Administrator’s review of such drawings shall not relieve the Contractor from responsibility for the correctness of the drawings or the adequacy of the details shown on the drawings.

Work shall not be carried out before the Contract Administrator’s review of the shop, working or setting drawings relating to such work has been carried out.

24. Machinery and Equipment Supplied by the Contractor

The Contractor is responsible for ensuring that all machinery and equipment supplied by him, or by any Subcontractor, under the Contract complies with the requirements of the Contract and in particular with the requirements of the Specifications for machinery and equipment, and that all suppliers of such machinery and equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the Contractor of responsibility for ensuring that the requirements of the Contract are fulfilled.

25. Harmonized Sales Tax

.1 Requirements of Tender

The Tenderer is instructed to exclude the Harmonized Sales Tax from his/her tendered amount.

.2 Payment of the Harmonized Sales Tax

Payment of the Harmonized Sales Tax will be made to the Contractor in conjunction with amounts certified as due on Monthly Payment Certificates as approved by the Contract Administrator. The amount of tax due will be shown as a separate Item.

26. Soils Investigations

Soil investigations have not been completed for this Contract.

All soil/earth within or immediately adjacent to the public right-of-way shall be assumed to have levels of Sodium Absorption Ratio (SAR) and Electrical Conductivity (EC) that meet or exceed criteria for O. Reg. 153 Table 2 & 3 (all land uses). Therefore, earth excavation material within or adjacent to the right-of-way shall not be considered to be contaminated. All excavated earth material exceeding MOECC Table 2 ICC SCS limits for Sodium Absorption Ratio (SAR) and Electrical Conductivity (EC) shall be disposed of off-site, at no additional charge. Limits of impacted areas are as defined by the geotechnical and chemical reports, the Contractor's own chemical testing results and as directed by the Contract Administrator. Regardless, this shall not be considered as contaminated material under the definition of Item 209.4 and no additional payment shall be made for its removal and disposal offsite.

27. Time of the Essence of the Contract

Time shall be deemed to be the essence of the Contract.

The Tenderer, having carefully examined the site of the proposed works and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of this tender, agrees to have accomplished completion of all Contract work as defined in Section 2.3 of *The Construction Act* on or before **November 15, 2024**.

Failure by the Contractor to complete any of the above works to the satisfaction of the Contract Administrator by the respective specified completion dates shall render the Contractor liable for Liquidated Damages.

28. Caveats

This project is contingent upon approval of works by the governing authorities including but not limited to the Ministry of Environment. The Contract will not be awarded until or unless the work is approved.

It is also to be understood that no work can be commenced until the Owner has received the necessary approvals from authorities that may have jurisdiction over parts of the work in this document.

29. Changes In Alignments

The Owner reserves the right to change the horizontal and vertical alignment of the proposed works. The Contractor shall install the works as directed at the prices covered in the tender.

30. Conformity to Legislation

The Contractor must conform to all applicable legislation and regulations. Without limiting the generality of the foregoing this shall include the Occupational Health and Safety Act and Regulations, the Labour Standards Act, the Highway Traffic Act, the Workplace Safety Insurance Board Act and the Environmental Protection Act.

31. Availability of Tender Bid Form

Should the Contractor make a request to the Contract Administrator, an excel copy of the Item Bid Form will be provided. The Contractor assumes full responsibility for ensuring any changes, or modifications to the Item Bid Form, whether by addenda or otherwise, are fully understood and followed as the Item Bid Form may not be reissued during the tender period by the Contract Administrator.

32. Town of Cobourg Purchasing By-Law

Acceptance of any bid submission or subsequent award shall be in compliance with the Town of Cobourg Purchasing By-Law 016-2012.

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

Form Of Tender

(To Be Submitted By The Tenderer)

Form of Tender

Owner: Corporation of the Town of Cobourg
Project: **2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD**
Contract Administrator: CIMA Canada Inc.
415 Baseline Road West, 2nd Floor
Bowmanville, Ontario L1C 5M2
Tel: 905-697-4464 Fax: 905-697-0443

TENDERER:

Name

Address

Postal Code

Tel:

Fax:

E-mail:

Name of Person Signing

Position of Person Signing

Note: The Tenderer's name and address must be inserted above, and in the case of an unincorporated firm, the name and residence of each and every member of the firm must be inserted.

(To be Completed and Submitted by the Tenderer)

To: Corporation of the Town of Cobourg
55 King Street West
Cobourg, Ontario K9A 2M2

I (We) _____
having carefully examined the locality and site of the proposed works, and all Contract documents relating thereto, including the: form of Agreement, Addendum/Addenda No. _____ to No. _____ * inclusive, Special Provisions, if any, Information for Tenderers, Supplementary General Conditions, if any, General Conditions, Supplementary Specifications, if any, Specifications, if any, Standard Specifications, if any, Contract Drawings, Standard Drawings, Supplementary Reports, Form of Tender, forms of Performance Bond and Labour and Material Payment Bond, hereby tender and offer in accordance therewith to enter into a Contract within the prescribed time to construct the said works in strict accordance with the Contract Documents and such further detail drawings as may be supplied from time-to-time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the Total Tender Price (excluding HST) of:

_____ dollars (\$ _____), or such other sum as may be ascertained in accordance with the Contract.

The Aforesaid Sum is Made up as Follows:

(To be Completed and Submitted by the Tenderer)

Schedule of Items and Prices

The Unit Prices tendered shall include all costs for labour, plant, the supply and installation of all materials, sheeting, dewatering, clearing, excavation, excavation stabilization, trenching, bedding surround, supporting, attaching, protecting, backfilling, testing, traffic control, barricades, signs, erosion control, silt control, dust control, disposal of surplus material off-site and complete restoration, all as detailed on the drawings and in the specifications.

Note that all costs for survey control, layout, clearing and grubbing, temporary protective fence, are to be included in the applicable Unit Prices for the Works.

Provisional Items may or may not be taken into account by the Owner in comparing tenders and awarding a Contract. Consideration of Provisional Items will be at the discretion of the Owner.

Index

| | |
|-----------------------|---|
| Spec No. (ie. 401) | Refers to Ontario Provincial Standard Specifications (OPSS) as listed in Special Provision General Clause 2 (copies are not included in the Contract Documents and each Contractor must obtain the current issue of these specifications) |
| SP | Refers to the Special Provisions. |
| (P) | Plan Quantity Payment Item |

(To be Completed and Submitted by the Tenderer)

| ITEM NO. | DESCRIPTION | SPEC NO. | EST. QTY. | UNIT | UNIT PRICE | AMOUNT |
|--|---|-----------|-----------|----------------|-----------------|-----------------|
| PART 'A': GENERAL ITEMS | | | | | | |
| A1 | Mobilization and Demobilization | SP | 100% | LS | | |
| A2 | Bonds, Insurance and Maintenance Security | SP | 100% | LS | | |
| A3 | <u>Provisional Item</u> Miscellaneous Works Allowance | SP | 100% | LS | 6,500.00 | 6,500.00 |
| A4 | Traffic Control (All Locations) | SP | 100% | LS | | |
| A5 | <u>Provisional Item</u> Paid Duty Officer at Signalized Intersections | SP | 100% | LS | | |
| Total Part 'A' (Carried to Summary) | | | | | | |
| PART 'B': DIVISION STREET, VERONICA STREET TO VERONICA STREET (120m & 200m) | | | | | | |
| B1 | Site Preparation | 201 SP | 100% | LS | | |
| B2 | Catch Basin Siltation Traps | SP | 11 | ea | | |
| B3 | Light Duty Silt Fence, OPSD 219.110 | 805 SP | 128 | m | | |
| B4 | Clearing, Grubbing, Pruning and Tree Maintenance | 201 SP | 100% | LS | | |
| B5 | Earth Excavation (Grading), Incl. Disposal Site Grading | 206 SP | 139 | m ³ | | |
| B6 | <u>Provisional Item</u> Excavate to Confirm Utilities | SP | 4 | ea | | |
| B7 | Tree Protection | 801 SP | 40 | m | | |
| B8 | Removal of Concrete Sidewalk | 510 SP | 20 | m ² | | |
| B9 | Removal of Curb and Gutter | 510 SP | 29 | m | | |
| B10 | Full Depth Removal of Asphalt | 510 SP | 125 | m ² | | |
| B11 | Hot Mix H.L.-3 Asphalt Infills, 40mm Depth | 310 SP | 10 | t | | |
| B12 | Hot Mix H.L.-8 Asphalt Infills, 50mm Depth | 310 SP | 12 | t | | |

| ITEM NO. | DESCRIPTION | SPEC NO. | EST. QTY. | UNIT | UNIT PRICE | AMOUNT |
|---|---|-------------|-----------|----------------|------------|--------|
| B13 | Granular 'A' | 314, SP | 140 | t | | |
| B14 | Concrete Sidewalk | 351 SP | 484 | m ² | | |
| B15 | Tactile Walking Surface Indicators | 351 SP | 6 | ea | | |
| B16 | Concrete Curb and Gutter (All Types) | 353 SP | 17 | m | | |
| B17 | Topsoil (Imported) & Sod (Nursery, Unstaked), Incl. Fine Grading Boulevards | 802, 803 SP | 884 | m ² | | |
| B18 | Pavement Markings a) 100mm Width White Durable Crosswalk | 710 SP | 68 | m | | |
| Total Part 'B' (Carried to Summary) | | | | | | |
| PART 'C': DENSMORE ROAD, DIVISION STREET TO BIRCHWOOD TRAIL (375m) | | | | | | |
| C1 | Site Preparation | 201 SP | 100% | LS | | |
| C2 | Catch Basin Siltation Traps | SP | 8 | ea | | |
| C3 | Light Duty Silt Fence, OPSD 219.110 | 805 SP | 115 | m | | |
| C4 | Clearing, Grubbing, Pruning and Tree Maintenance | 201 SP | 100% | LS | | |
| C5 | Earth Excavation (Grading), Incl. Disposal Site Grading | 206 SP | 162 | m ³ | | |
| C6 | <u>Provisional Item</u> Excavate to Confirm Utilities | SP | 6 | ea | | |
| C7 | Tree Protection | 801 SP | 120 | m | | |
| C8 | Removal of Concrete Sidewalk | 510 SP | 3 | m ² | | |
| C9 | Removal of Curb and Gutter | 510 SP | 9 | m | | |
| C10 | Granular 'A' | 314, SP | 162 | t | | |
| C11 | Concrete Sidewalk | 351 SP | 563 | m ² | | |
| C12 | Tactile Walking Surface Indicators | 351 SP | 6 | ea | | |

| ITEM NO. | DESCRIPTION | SPEC NO. | EST. QTY. | UNIT | UNIT PRICE | AMOUNT |
|---|---|----------------|-----------|----------------|------------|--------|
| C13 | Concrete Curb and Gutter (All Types) | 353 SP | 9 | m | | |
| C14 | Topsoil (Imported) & Sod (Nursery, Unstaked), Incl. Fine Grading Boulevards | 802, 803 SP | 915 | m ² | | |
| C15 | Pavement Markings | 710 SP | | | | |
| | a) 600mm Width White Durable Stop Bar | | 5 | m | | |
| | b) 100mm Width White Durable Crosswalk | | 30 | m | | |
| Total Part 'C' (Carried to Summary) | | | | | | |
| PART 'D': D'ARCY STREET, ELGIN STREET TO NICKERSON DRIVE & ELGIN STREET, D'ARCY STREET TO CONGER AVENUE (85m & 245m) | | | | | | |
| D1 | Site Preparation | 201 SP | 100% | LS | | |
| D2 | Catch Basin Siltation Traps | SP | 9 | ea | | |
| D3 | Clearing, Grubbing, Pruning and Tree Maintenance | 201 SP | 100% | LS | | |
| D4 | Earth Excavation (Grading), Incl. Disposal Site Grading | 206 SP | 121 | m ³ | | |
| D5 | <i>Provisional Item</i> Excavate to Confirm Utilities | SP | 3 | ea | | |
| D6 | Tree Protection | 801 SP | 176 | m | | |
| D7 | Removal of Concrete Sidewalk and Entrances | 510 SP | 59 | m ² | | |
| D8 | Removal of Curb and Gutter | 510 SP | 11 | m | | |
| D9 | Full Depth Removal of Asphalt | 510 SP | 331 | m ² | | |
| D10 | Hot Mix H.L.-3F Asphalt, 50mm Depth Entrances | 310, 311 SP | 40 | t | | |
| D11 | Granular 'A' | 314, SP | 146 | t | | |
| D12 | Concrete Sidewalk and Entrances | 351 SP | 420 | m ² | | |
| D13 | Tactile Walking Surface Indicators | 351 SP | 6 | ea | | |
| D14 | Concrete Curb and Gutter (All Types) | 353 SP | 11 | m | | |

| ITEM NO. | DESCRIPTION | SPEC NO. | EST. QTY. | UNIT | UNIT PRICE | AMOUNT |
|--|---|-------------|-----------|----------------|------------|--------|
| D15 | Topsoil (Imported) & Sod (Nursery, Unstaked), Incl. Fine Grading Boulevards | 802, 803 SP | 770 | m ² | | |
| D16 | Concrete Pavers with Gator Base System | SP | 86 | m ² | | |
| Total Part 'D' (Carried to Summary) | | | | | | |
| PART 'E': UNIVERSITY AVENUE WEST, MARGARET STREET TO ELGIN STREET (20m & 35m) | | | | | | |
| E1 | Site Preparation | 201 SP | 100% | LS | | |
| E2 | Catch Basin Siltation Traps | SP | 4 | ea | | |
| E3 | Clearing, Grubbing, Pruning and Tree Maintenance | 201 SP | 100% | LS | | |
| E4 | Earth Excavation (Grading), Incl. Disposal Site Grading | 206 SP | 24 | m ³ | | |
| E5 | <u>Provisional Item</u> Excavate to Confirm Utilities | SP | 2 | ea | | |
| E6 | Tree Protection | 801 SP | 15 | m | | |
| E7 | Removal of Concrete Sidewalk | 510 SP | 5 | m ² | | |
| E8 | Full Depth Removal of Asphalt | 510 SP | 50 | m ² | | |
| E9 | Hot Mix H.L.-3F Asphalt, 50mm Depth Entrances | 310, 311 SP | 14 | t | | |
| E10 | Granular 'A' | 314, SP | 31 | t | | |
| E11 | Concrete Sidewalk | 351 SP | 84 | m ² | | |
| E12 | Topsoil (Imported) & Sod (Nursery, Unstaked), Incl. Fine Grading Boulevards | 802, 803 SP | 125 | m ² | | |
| Total Part 'E' (Carried to Summary) | | | | | | |

| ITEM NO. | DESCRIPTION | SPEC NO. | EST. QTY. | UNIT | UNIT PRICE | AMOUNT | |
|----------|--|----------|-----------|------|------------|--------|--|
| | SUMMARY | | | | | | |
| | PART 'A': GENERAL ITEMS | | | | | | |
| | PART 'B': DIVISION STREET, VERONICA STREET TO VERONICA STREET (120m & 200m) | | | | | | |
| | PART 'C': DENSMORE ROAD, DIVISION STREET TO BIRCHWOOD TRAIL (375m) | | | | | | |
| | PART 'D': D'ARCY STREET, ELGIN STREET TO NICKERSON DRIVE & ELGIN STREET, D'ARCY STREET TO CONGER AVENUE (85m & 245m) | | | | | | |
| | PART 'E': UNIVERSITY AVENUE WEST, MARGARET STREET TO ELGIN STREET (20m & 35m) | | | | | | |
| | | | | | | | |
| | Sub-Total (Excluding HST) | | | | | | |
| | HST (13% of Sub-Total) | | | | | | |
| | Total Tender Amount (Including HST) | | | | | | |

Tenderers HST Registration Number:

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

- 1) He/she will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract;
- 2) The carrying out of any work referred to in paragraph 1) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract;
- 3) He/she will pay to the Owner the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as expressly modified by all Contract Change Orders issued by the Contract Administrator remains uncompleted after the expiry of the Time for Completion specified in the Contract or the extended time for completion allowed in writing by the Contract Administrator or the interim completion date as specified in the Contract.

The prices applicable to work referred to in paragraph 1) above shall be determined as follows:

- (a) The Schedule of Items and Prices shall apply where applicable;
- (b) If the above Schedule is inapplicable the prices shall be determined in accordance with Section 3.10 of the General Conditions.

The Tenderer agrees that he/she is not entitled to payment of Provisional Items, except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing.

The Tenderer agrees that, if so requested in writing by the Owner, he/she will enter into a Contract with the Owner based upon his tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counteroffer by the Owner.

The Tenderer agrees that this tender is subject to a formal Contract being prepared and executed.

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

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

The Tenderer further declares that no member of the Board and no officer or employee of the Contract Administrator is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

The Tenderer having carefully examined the site of the proposed work, and having read, understood and accepted the provisions, plans, specifications, and conditions attached hereto, each and all of which forms part of this Tender, agrees to accomplish completion of all Contract work as defined in *The Construction Act* as described in Clause 3 of the Information to Tenderers and Clause 5 of the Special Provisions General sections.

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.

The Tenderer agrees that he/she will furnish the Owner a copy of his latest financial statement within four (4) days after being requested to do so by the Owner.

The "Agreement to Bond" of the _____ a company lawfully doing business in the Province of Ontario, to furnish a performance bond and a labour and material payment bond in the Owner's forms of Performance Bond and Labour and Material Payment Bond each in an amount equal to 100% of the Contract price, or in such greater amount as may be required by the Owner, if this tender is accepted, is enclosed herewith.

The Tenderer agrees that the Owner reserves the right to reject any or all tenders and that the lowest or any tender will not necessarily be accepted.

The Tenderer solemnly declares that the several matters stated in the foregoing tender are in all respects true.

A certified cheque or bid bond in the amount specified in Clause 16 of the Information for Tenderers, made payable to the Owner is attached hereto as the required tender deposit. This cheque or bid bond shall constitute a deposit which shall be forfeited to the Owner if the successful Contractor fails to file with the Owner a 100% Performance Bond and a 100% Labour and Material Payment Bond, satisfactory to the Owner within ten (10) calendar days from the date of receipt of Notice of Acceptance of the Tender.

(To be Completed and Submitted by the Tenderer)

Dated at _____ this _____ day of _____, 20____.

Signature of Witness

Signature of Tenderer

Note: If the tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation or water seal, must be affixed. If the tender is submitted by or on behalf of an individual or a partnership a seal must be affixed opposite the signature of the individual or of each partner and each signature shall be witnessed.

(To be Completed and Submitted by the Tenderer)

Statement "A"

**Summary of Tenderer's Experience In Successfully Completed Similar Work.
(Minimum Of Four (4) Contracts Required)**

| | |
|---|--|
| Date of Completion | |
| Description of Work | |
| Contractor Role (General, Sub, etc.) | |
| Name of Owner | |
| Name of Supervisor | |
| Value of Work | |
| Consulting Engineer Responsible for the Works and Contact Information, including E-mail | |

| | |
|---|--|
| Date of Completion | |
| Description of Work | |
| Contractor Role (General, Sub, etc.) | |
| Name of Owner | |
| Name of Supervisor | |
| Value of Work | |
| Consulting Engineer Responsible for the Works and Contact Information, including E-mail | |

| | |
|---|--|
| Date of Completion | |
| Date of Completion | |
| Description of Work | |
| Contractor Role (General, Sub, etc.) | |
| Name of Owner | |
| Name of Supervisor | |
| Value of Work | |
| Consulting Engineer Responsible for the Works and Contact Information, including E-mail | |

| | |
|---|--|
| Date of Completion | |
| Description of Work | |
| Contractor Role (General, Sub, etc.) | |
| Name of Owner | |
| Name of Supervisor | |
| Value of Work | |
| Consulting Engineer Responsible for the Works and Contact Information, including E-mail | |

(To be Completed and Submitted by the Tenderer)

Statement “C”

List of Proposed Subcontractors

Clause 20 of the Information for Tenderers requires the Tenderer to list on this Statement Sheet the name of each proposed Subcontractor. For the Tenderer’s convenience and to ensure that a complete list is submitted with the tender, a list of possible sub-trades has been provided below. The Tenderer shall make an entry against each possible sub-trade listed either by naming the proposed Subcontractor or by entering “By Own Forces”, whichever applies. No blank spaces are to be left.

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

Failure by a Tenderer to Comply with the Foregoing Requirements May Result in His/Her Tender Being Disqualified by the Owner.

| Sub-Trade | Proposed Subcontractor |
|--|-------------------------------|
| Survey control and layout | |
| Traffic control | |
| Tree removal and pruning | |
| Concrete placement and finishing | |
| Landscaping restoration (topsoil, sod, etc.) | |
| Pavement markings | |

(To be Completed and Submitted by the Tenderer)

Agreement to Bond

** _____
** _____
** _____
** _____
Date: _____
Bond No. _____

The Corporation of the Town of Cobourg
55 King Street West
Cobourg, Ontario K9A 2M2

**RE: 2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD**

In consideration of the Corporation of the Town of Cobourg, (hereinafter referred to as "the Owner") accepting the tender of and executing an Agreement with:

(hereinafter referred to as "the Tenderer") for the construction of the **2024 Various Sidewalk Construction, Contract No. CO-24-14 PWD**, subject to the express conditions that the Owner receive the Performance Bond and Labour and Material Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond and a Labour and Material Payment Bond each in an amount equal to 100% of the Contract price or other such greater amount as may be determined by the Owner, in the Owner's forms of Performance Bond and Labour and Material Payment Bond and in accordance with the said tender, and we agree to furnish the Owner with said Bonds within seven (7) days after notification of the acceptance of the said tender and execution of the said Agreement by the Owner has been mailed to us.

Yours very truly,

(Seal)

Note: This Agreement To Bond must be executed on behalf of the Surety Company by its authorized officers under the company's corporate seal shall become a part of the tender.

* * Enter name, address and telephone no. of the Surety Company at the top of the page.

(To be Completed and Submitted by the Tenderer)

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

Special Provisions General

Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
Index to Special Provisions General

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1. Contract Drawings

The Contract Drawings listed below form part of the Contract Documents:

| Dwg. No. | Dwg. Title |
|----------|---|
| Index | Index, Legend, and Construction Notes |
| 1 | Division Street, Veronica Street to Veronica Street |
| 2 | Densmore Road, Division Street to Birchwood Trail |
| 3 | D’Arcy Street and Elgin Street West, Nickerson Drive to Conger Ave. |
| 4 | University Avenue West, Margaret Street to William Street |

Additional drawings showing details in accordance with which work is to be constructed will be furnished from time-to-time by the Contract Administrator and will become part of the Contract Drawings.

Detail drawings take precedence over general drawings.

The location of utilities shown on Contract Drawings is in accordance with best information available and is not guaranteed. It is the Contractors responsibility to obtain locates for all utilities and provide protection of utilities during construction.

The Contractor is to obtain required dimensions not shown on Contract Drawings from the Contract Administrator before proceeding with construction of work.

2. Ontario Provincial Standard Specifications (OPSS)

The OPSS listed following and those referenced therein form part of the Contract Documents.

| OPSS Spec. No. | Date | Title |
|----------------|----------|---|
| MUNI 100 | Nov 2019 | General Conditions of Contract |
| MUNI 106 | Apr 2017 | General Specification for Electrical Work |
| PROV 127 | Apr 2023 | Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference |
| MUNI 180 | Nov 2021 | General Specification for the Management of Excess Materials |
| MUNI 201 | Apr 2019 | Construction Specification for Clearing, Close Cut Clearing, Grubbing and Removal of Surface and Piled Boulders |

| OPSS Spec. No. | Date | Title |
|-----------------------|-------------|---|
| MUNI 206 | Apr 2019 | Construction Specification for Grading |
| 308 | Apr 2012 | Construction Specification for Tack Coating and Joint Painting |
| MUNI 310 | Nov 2017 | Construction Specification for Hot Mix Asphalt |
| MUNI 311 | Nov 2018 | Construction Specification for Asphalt Sidewalk, Driveway, and Boulevard and for Sidewalk Resurfacing |
| MUNI 314 | Nov 2019 | Construction Specification for Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling |
| MUNI 351 | Nov 2021 | Construction Specification for Concrete Sidewalk |
| MUNI 353 | Nov 2021 | Construction Specification for Concrete Curb and Gutter Systems |
| MUNI 355 | Nov 2020 | Construction Specification for the Installation of Interlocking Concrete Pavers |
| MUNI 501 | Nov 2017 | Construction Specification for Compacting |
| MUNI 506 | Nov 2017 | Construction Specification for Dust Suppressants |
| MUNI 510 | Nov 2018 | Construction Specification for Removal |
| MUNI 706 | Apr 2018 | Construction Specification for Temporary Traffic Control Signing |
| MUNI 710 | Nov 2021 | Construction Specification for Pavement Marking |
| MUNI 801 | Apr 2019 | Construction Specification for the Protection of Trees |
| MUNI 802 | Nov 2019 | Construction Specification for Topsoil |
| MUNI 803 | Apr 2018 | Construction Specification for Sodding |
| MUNI 1001 | Nov 2021 | Material Specification for Aggregates - General |
| MUNI 1010 | Nov 2013 | Material Specification for Aggregates-Base, Subbase, Select Subgrade, and Backfill Material |

| OPSS Spec. No. | Date | Title |
|----------------|----------|--|
| MUNI 1350 | Nov 2019 | Material Specification for Concrete – Materials and Production |

3. Plan Quantity Items

Measurement for payment of the Items designated (P) in the Form of Tender is by plan quantity, as may be revised by adjusted plan quantity at the discretion of the Contract Administrator.

4. Guaranteed Maintenance

Clause GC 7.16 is amended in that the warranty period shall be twenty-four (24) months. The Contractor shall make good in a permanent manner, satisfactory to the Owner, any and all defects or deficiencies in the work, both during the construction and during the twenty-four (24) month period of maintenance per GC 7.16. The Contractor shall commence repairs on any work identified as defective under this Clause within forty-eight (48) hours of receipt of notice from the Owner or the Contract Administrator.

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

5. Contract Time And Liquidated Damages

(1) Time

Time shall be of the essence for this Contract.

For purposes of this Contract, GC 1.04 of the General Conditions is revised, in that Contract Time means the time stipulated herein for completion of the Work as defined in the Construction Act.

(2) Progress of the Work and Contract Time

It is expected that the Contract Administrator will issue a written notice of award on or about **June 27, 2024**.

The Contractor shall accomplish completion of all Contract work as defined in Construction Act on or before **November 15, 2024**.

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.

(3) Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed by the dates specified, or as extended in accordance with Section GC 3.06 of the General Conditions, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **One Thousand, Two Hundred Dollars (\$1,200.00)** as liquidated damages for each and every days delay in achieving completion of the work beyond the dates prescribed. It is agreed that this amount is an estimate of the actual loss of damage to the Owner which will accrue during the period in excess of the prescribed date for completion.

The Owner 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 Owner.

6. Contractor's Authorized Representative

Authorized representative as referenced in GC 7.01.05 is defined as an employee of the Contractor.

7. OPS General Condition

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the OPS MUNI General Conditions of Contract (OPSS.MUNI 100, November 2019).

8. Layout By Contractor

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.

Prior to and during forming, the Contractor shall verify alignments, crossfall and longitudinal grades of the proposed sidewalk to ensure positive drainage and grading to existing features and surfaces.

With the exception of the benchmark(s) specifically provided, no elevation within the Contract Drawings are to be used as a reference for any purpose.

The Contract Administrator shall provide AutoCAD drawing(s) for construction layout purposes prior to construction commencement. The Contractor shall ensure the AutoCAD Drawings are consistent with the conditions on the site.

Costs associated with all survey layout activities, including field verification work undertaken by the Contractor, shall be included in the Contractor's tender bid.

9. Restrictions on Open Burning

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.

10. Payments

Except as herein provided, payments under this Contract will be made in accordance with Subsection GC 8.02 of the General Conditions. Measurement for payment will be in accordance with GC 8.01, including items designated (P) on the Tender Form will be by Plan Quantity, and may be revised by adjusted Plan Quantity.

Progress Payments

Progress Payments shall be processed in accordance with GC 8.02.04.01. Progress payments shall be made on a monthly basis unless specified otherwise in the Contract Documents.

GC 8.02.04.01.04 is deleted and replaced with the following:

Payment shall be made within twenty-eight (28) days of receipt of a proper invoice and defined in this contract.

Fifteen percent (15%) of all monies due to the Contractor in accordance with the Progress Payment Certificate, up to a limit of fifteen percent (15%) of the contract price, shall be retained by the Owner and shall be termed the holdback. The holdback shall be comprised of a ten percent (10%) Statutory Holdback in accordance with the Construction Act and a five percent (5%) Maintenance Holdback of the total amount of all monies due the Contractor, which shall be held for the full duration of the twenty-four (24) month maintenance period. No interest shall be paid on the holdback.

The Contractor shall submit an invoice, which must include the following to be considered a Proper Invoice under the Construction Act:

1. The Contractor's name and address;
2. The date of the application for payment and the period during which services or materials were supplied;
3. Information identifying the authority under which services or materials were supplied;
4. The amount payable for the services or materials that were supplied and the payment terms;

5. The name, title, telephone number and mailing address of the person to whom payment is to be sent;
6. Approved Change Orders signed by the Owner, Consultant and Contractor;
7. Copy of successful testing and commissioning reports where specified in the Contract Special Provisions,
8. Proposed payment certificate;
9. Copy of completed Time and Material breakdown form, when work was performed on a Time and Material basis; and
10. A Substantial Performance Release of Claims letter, a Completion Release of Claims letter or a Final Release of Claims letter (when applicable)

Substantial Performance Certificate, Payment and Statutory Holdback Release

At the time of Substantial Performance of the Contract, the Owner shall issue a Progress Payment with the Substantial Performance Certificate which shall show the total amount due the Contractor, less five percent (5%) Maintenance Holdback and any additional amounts which are to be retained to cover work to be performed as outlined in GC 8.02.04.11 Owners Set-off.

Ten percent (10%) holdback of completed work shall become payable after sixty (60) days from the date on which a copy of the Certificate of Substantial Performance is published in a construction trade newspaper, providing that no notice of liens or other claims against the Contract have been received by the Owner during this period. This payment shall be set forth on a Holdback Release Certificate.

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

The Contractor shall submit an invoice, which must include a Substantial Performance Release of Claims letter in addition to the previously noted requirements to be considered a proper invoice.

The Contractor is advised that the Owner may withhold payment on Interim and Holdback Release Certificates up to twenty-eight (28) calendar days from the date of receipt of the executed Payment Certificates and Proper Invoices.

Completion Certification, Payment and Completion Holdback Release

At the time of completion of the Contract, the Owner shall issue a completion payment with the Completion Certificate which shall show the total amount due to the Contractor, less the five percent (5%) maintenance holdback and any additional amounts which are to be retained to cover work to be performed as outlined in GC 8.02.04.11 Owners Set-off.

The Completion Payment Certificate is to include the completion holdback release. The holdback release will be issued within sixty-one (61) days after the date of completion as specified under Sub Section 2.03 of the Construction Act as amended in 2018. The date for interest due to late payment shall commence following ninety-one (91) days after the date of completion of the Work.

Ten percent (10%) of all work completed after the issuance of the Substantial Performance Certificate may be subject to holdback to become payable after issuance of the certificate of contract completion.

As a condition of the final holdback payment, the Contractor shall provide the required Property Owner's Releases as specified in Section 10 and attached, as appropriate.

The Contractor shall submit an invoice, which must include A Final Release of Claims letter in addition to the previously noted requirements to be considered a proper Invoice.

11. Utilities

Sections GC 2.01.01 and GC 7.13.02 of the General Conditions are deleted in their entirety and are replaced by the following:

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

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

The location of underground utilities shown on the Contract drawings are based on preliminary investigations made by the Owner and therefore the accuracy cannot be guaranteed. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information prior to commencing work in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take the necessary precautions such as hand digging and hydro excavation to ensure the safeguard of existing utilities.

The Contractor shall be responsible for supporting of all existing utilities, including poles, within the Contract Limits, including co-ordination with the required utility stakeholder authorities.

12. Dust Control

As a part of the work required under Section GC 7.03 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.

13. Traffic Control, Flagging

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

14. Construction Signs

In accordance with Section GC 7.06 of the General Conditions, the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, detour signage, etc., required on the work.

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

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

Traffic controls shall be operational before work affecting traffic begins.

A minimum of one (1) TC-67 sign shall be supplied and erected at each location by the Contractor at Contract limits with approved text, as directed by the Contract Administrator. The Contractor shall maintain signs for the duration of the construction, including removal upon completion. The signs shall be supplied and erected a minimum of two (2) weeks prior to commencement of construction.

15. Maintenance of Traffic

The Contractor shall notify the Town of Cobourg at least forty-eight (48) hours prior to any lane restrictions. The Town of Cobourg will post a 511 notification to notify emergency services, transit, etc. of closures and/or lane restrictions. It is the responsibility of the Contractor to update the Town of Cobourg of any changes.

No road closures will be permitted at anytime for this Contract.

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

Traffic controls shall be operational before work affecting traffic begins.

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

The Contractor will be permitted to implement lane restrictions during working hours and must ensure that all sites have been restored to an acceptable condition in which emergency vehicles are able to access all properties within the work zone.

The Contractor shall maintain at minimum one lane for traffic in all locations where work is being performed unless it is unsafe to do so. Where traffic is reduced to a single lane the Contractor shall provide temporary flag persons or other approved measures to facilitate the movement of two-way traffic. Notwithstanding provisions allowed for in "OTM Book 7" the use of 'yield to oncoming traffic' arrangements shall only be allowed under specific circumstances and shall be subject to the ongoing approval of the Contract Administrator in location where it is allowed. If it is unsafe to complete the work while maintaining a single lane of traffic, the Contractor shall submit a Traffic Control Plan indicating all signage layout and types, and detour routes, in a neat legible manner, to the Contract Administrator for review and approval a minimum of one (1) week prior to commencement of work all submissions shall be in accordance with "OTM Book 7".

Two (2) lanes of traffic are required to be restored during non-working hours where full road closures are not permitted. The lane reduction dates shall be communicated to and reviewed by the Contract Administrator and the Owner, prior to work commencing.

Maintaining access to properties and their parking areas may involve constructing temporary entrances, temporary ramping, blocking only one driveway at a time, or carrying out such Work as may be required to provide the minimum amount of disruption.

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

Where work requires the modifications, installation or decommissioning of traffic signals, or work impacts the flow of traffic through the intersection, traffic through the affected intersection(s) shall be maintained with the use of Paid Duty Police Officers. Paid Duty Police shall be arranged by the Contractor.

Safe pedestrian access to residences and businesses shall be maintained at all times.

16. Emergency and Maintenance Measures

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

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 Owner will carry out the necessary repairs, the costs for which shall be charged to the Contractor.

17. Management and Disposal of Excess Material

The Owner has not undertaken an assessment of the environmental quality of the soils to provide a general measure with respect to on-site re-use or off-site disposal of the soils. However, the Owner will provide a location within the Town of Cobourg for the Contractor to deliver the excess soil generated from this Contract.

The requirements of OPSS.MUNI 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 as Disposable Fill, 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 and shall be disposed off-site in accordance with OPSS and MECP specifications.
- .3 MECP O. Reg. 406/19 governs acceptable criteria for excess material.

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

For the purposes of this Contract, all excess materials shall be disposed of and otherwise managed in a manner that is consistent with the requirements of the

Rules for Soil Management and Excess Soil Quality Standards published by the Ontario Ministry of Environment, Conservation and Parks and as per MECP O. Reg. 406/19. MECP O. Reg. 406/19 governs acceptance criteria for excess material.

The Contractor's qualified person (QP) shall be responsible for confirming the receiving site for excess material is in accordance with the current provincial legislation and to the satisfaction of the Owner and Contract Administrator.

Contractors to note the requirement as stipulated in Town of Cobourg By-law 035-2012, Dumping of Fill and the Removal of Fill which can be viewed at: <https://www.cobourg.ca/en/town-hall/resources/Frequently-requested-bylaws/035-2012-Control-Dumping-of-Fill-and-Removal-of-Fill-Bylaw.pdf>

The Contractor shall identify and make all necessary arrangements for a suitable off-site disposal location(s). Prior to the commencement of any earth removal from the site, the Contract Administrator and the Owner shall be provided with proposed locations to allow for a preliminary screening, as the locations may relate to Provincially Significant Wetlands, future Municipal projects, or areas regulated by the local Conservation Authority.

The Contractor shall provide the Contract Administrator with the proposed disposal location two (2) weeks prior to the commencement of any earth removal from the site.

For the purpose of this Contract, all excess materials shall meet the requirements of the Ministry of Environment "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" (April 15, 2011)", which can be viewed at the following website:

<https://www.ontario.ca/environment-and-energy/soil-ground-water-and-sediment-standards-use-under-part-xv1-environmental>

The Contractor shall ensure excess material (fill) acceptors are aware of and have acknowledged (written) the concentrations as identified in the attached soils analysis reports, prior to use of any disposal site. Copies of completed forms and written acknowledgement of concentrations shall be provided to the Owner, in accordance with OPSS.MUNI 180 timelines.

All necessary approvals at the disposal site shall remain in-place for the duration of their use for disposal. The disposal site location(s) shall be managed in full accordance with all applicable approvals for the duration of its use in relation to this Contract and the Contractor shall ensure that the disposal site location(s) is maintained in a manner so as to not cause nuisance, injury or inconvenience until disposal operations related to this Contract are complete.

The Contractor is responsible for any additional material testing required by the accepting site prior to delivery.

Prior to disposal, the Contractor will provide a written description of the location of all dump site and trucking routes for the Town's Approval.

18. Occupational Health And Safety Act 2013 – Designated Substances

In accordance with the requirements of Part III 30.(1) of the Occupational Health and Safety Act, the Owner has determined that the designated substances as listed in act may be present on the site and are identified within the attached soils analysis reports if found.

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

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

Prior to commencement of this work, the Contractor shall provide written notification to the Ministry of the Environment at 900 Bay Street, Toronto, Ontario M7A 2E3, of the location(s) proposed for disposal of Designated Substances. A copy of the notification shall be provided to the Contract Administrator a minimum of two weeks in advance of work starting.

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

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

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

The requirements of Section GC 4.03 of the General Conditions of the Contract shall apply.

19. Health and Safety Policy

The Tenderer shall submit, prior to award of the Contract, a copy of their Health and Safety Policy.

Health and safety policies shall include details outlining how the Contractor will address the requirements of all COVID-19 related restrictions in the context of the Work called for under this Contract. The Contractor shall also make every effort to ensure the safety of their workers, all visitors to the site and the general public throughout the duration of the project. Further details related to this requirement are provided in Special Provision General Clause 37 contained within this Contract.

20. Workplace Hazardous Material Information System (WHMIS)

Reporting

Section GC 4.03.06 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 it 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.

21. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

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.

22. Environmental Protection Plan and Protection of Water Quality

If, in the opinion of the Contract Administrator or Approving Authorities the Contractor is not fulfilling the conditions and requirements of the Environmental Protection Plan as described herein, the Contract Administrator or Approving Agency has the right to stop the Contractor's operation and/or work, at any time, until the deficiency or default has been resolved to their satisfaction. Compensation to the Contractor for any delays incurred as a result of this stoppage of work will not be considered.

Equipment and Operation

The Contractor shall control equipment and operations to limit disruption to the watercourse and surrounding areas to the greatest extent possible. Control measures shall include, but not be limited to, the following requirements:

- Equipment shall arrive at the site sufficiently clean such that the Contract Administrator may confirm that no invasive species or noxious weeds are transported onto the site by equipment.
- Equipment shall arrive on site in good repair and shall be regularly inspected and maintained by the Contractor throughout the duration of the contract to ensure that it remains free of fluid leaks.
- Equipment shall not work in watercourses where the Contract Documentation and Drawings do not indicate work to be completed within the watercourse. Under no circumstances shall equipment be permitted to travel in the active watercourse.

- Where Contract Documentation and Drawings indicate work to be completed within or adjacent to the active watercourse operations shall be kept to a minimum and be completed in an organized and efficient manner such that the overall duration is minimized. These “in-water” operations will only be permitted between July 1st and September 15th.
- Restoration of disturbed areas shall be completed immediately following the disturbance of an area regardless of whether it is vegetation, hard surfaces, watercourse surfaces or embankment surfaces.
- Storage, maintenance and cleaning of equipment shall be performed a minimum of 30 meters away from the active watercourse and above the high water mark.
- Storage of fuel tanks and refueling operations shall be performed a minimum of 30 meters away from the active watercourse and above the high water mark. All fuel tanks shall be sound, leak free and where necessary certified by the required authority.
- Bio-hazardous, Poisonous, Corrosive and/or Toxic Materials shall be stored a minimum of 30 meters away from the active watercourse and above the high water mark. Regulated materials shall be handled and used in accordance with applicable regulations. Quantities of these materials on site at any time shall be the minimum deemed required to carry out this Contract.
- A procedure for interception, clean-up, proper disposal and reporting of spills shall be in place prior to the commencement of the work and subject to the approval of the Contract Administrator and other Approving Authorities (i.e. MOE, Conservation Authority, DFO, MNR). Materials and equipment to facilitate spill clean-up shall be readily available and appropriately stored on-site prior to the commencement of work. All spills shall be reported to the Contract Administrator immediately.

No “in-water works” are anticipated for this project. However, these control measures still apply. A minimum distance of thirty (30) meters from all sewer and watermain inlets will be required for cleaning, maintenance, fueling, storage, etc. as stated above.

23. Traffic and Street Signs

The Contractor will be responsible for the removal and salvage of existing traffic and street signs, and their re-erection as directed by the Contract Administrator following completion of the work.

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

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

24. Garbage Collection and Mail Delivery

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

The Contractor shall ensure that Canada Post employees have daily access to properties for mail delivery services at all times.

25. Asphalt Mix Designs

The Contractor shall be responsible for the provision of current mix designs for all hot mix asphalt required for the work, or for having the necessary mix designs prepared by a certified laboratory. The mix designs proposed for use by the Contractor shall be submitted in writing to the Contract Administrator for 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.

Any requests by the Contractor for adjustment to previously approved mix designs shall be requested by the Contractor within twenty-four (24) hours of the commencement of asphalt placement. After which period, no adjustments will be considered by the Contract Administrator.

26. Preparation and Posting of Requirements for Work in Confined Spaces

Clause GC 7.01.04 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, Owner 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.

27. Confined Space Entry

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

The following equipment shall be made available on request:

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

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

28. Entry Onto Private Property

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

29. Storage Areas

Clause GC 7.03 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.

30. Commercial General Liability Insurance

The Corporation of the Town of Cobourg and CIMA Canada Inc. shall be named as additional insureds with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. (See Clause GC 6.03.02.01).

31. Construction Act

The Contractor shall give the Owner 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 Subcontractor, labour or material supplier or equipment renter acting under the Contractor, and proceedings are commenced by the Owner to vacate the lien, the Contractor agrees and shall forthwith pay to the Owner, in addition to their reasonable legal fees therefore, all interest costs

and expenses incurred by the Owner 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 Owner under the Contract Documents.

Where any lien claimant asks from the Owner the production for inspection of the Contract Documents or the state of the accounts between the Owner 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 Owner 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 Owner from reasonable legal fees incurred in appearing on such an application and in addition agrees to pay to the Owner 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 Owner as stated herein may be properly deductible from monies otherwise payable to the Contractor under the terms of the Contract Documents.

32. Construction Noise

Contractors are advised that construction operations shall be undertaken recognizing the restrictions imposed by Town of Cobourg By-law Number 011-2011 that can be viewed at:

<https://www.cobourg.ca/en/town-hall/resources/Frequently-requested-bylaws/011-2011-Noise-control-bylaw.pdf>

Contractors attention is drawn to Clause 3.1 at the aforementioned website regarding maximum allowable sound levels over a twenty-four (24) hour period.

33. Variations in Tender Quantities

Clause GC 8.01.02.01 (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 Owner shall not be liable to the Company for loss of anticipated profit”.

34. Property Claims During Construction

The Contractor shall be the primary contact for claims made by homeowners and other property owners within the project limits during construction processes. The Contractor shall inform the Contract Administrator of said claims, immediately upon

receipt. The Contractor shall inform the Owner, in writing, their intentions with regard to resolution of said claim within twenty-four (24) hours of receipt.

If it is deemed by the Owner 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 Owner 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 Owner 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.

35. Construction Staging

Post award of the Tender, The Contractor shall provide a construction schedule in a Gantt Chart, detailing all major activities, including sequence of activities. This schedule shall be submitted minimum two (2) days prior to the pre-construction meeting.

The order of completion shall be as follows:

1. Densmore Road
2. Division Street
3. Elgin Street East and D'Arcy Street
4. University Avenue West

The Contractor shall not be permitted to have more than one (1) location under construction at a time, unless the Contractor has dedicated multiple resources to complete the work at each location concurrently.

The Contractor shall complete maintenance of all granular surfaces to ensure a consistent temporary driving surface, without variation (i.e. potholes) until placement of Hot Mix Asphalt.

Construction shall be completed in an organized and sequential methodology, to accommodate adjacent homeowners' and commercial entrances, and travel to/from adjacent streets. **This includes forming and pouring the sidewalk in phases to maintain access to businesses where multiple points of entry are not present to the property.** The methodology is to be approved by the Contract Administrator, prior to the commencement of any work.

36. Access to Private Property During Construction

The Contractor is reminded that access to private properties, buildings, driveways, lanes must be provided at all times. The Contractor is advised that every attempt must be made to provide access to private properties. During the evening and weekend periods, traffic is to be permitted on the roadway, using appropriate signage if a detour is not in place. Therefore, the Contractor will be required to schedule work and construct temporary works as necessary to ensure this requirement is met. All costs anticipated for compliance with this Clause shall be included in the Tendered Price.

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

Special Provisions Items

Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
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PART 'A' – GENERAL ITEMS

Mobilization and Demobilization – Item No. A1

The Contract price stated in the Tender Form 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.

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.

Bonds, Insurance and Maintenance Security – Item No. A2

Reference:

Section 1 – Information for Tenderers

Section 2 – Special Provisions – General

Include:

1. 100% Performance and Guaranteed Maintenance Bond for 24 months.
2. 100% Labour and Materials Payment Bond.
3. Liability Insurance based on the Contract Price.

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

Miscellaneous Works Allowance (Provisional) – Item No. A3

Payment shall be made under this Item on an approved time and material basis, not included elsewhere in the Contract and where agreed with the Contract Administrator.

Where additional materials are needed, these shall be purchased by the Contractor and reimbursement shall be on the basis of invoicing.

No work shall be done under this Item without the authorization of the Contract Administrator.

Traffic Control and Paid Duty Officer (Provisional) – Item No. A4 & A5

Reference: OTM Book 7, O.Reg. 213/91 Construction Projects, OPSS.MUNI 706.

Under this Item and at the lump sum unit price bid, the Contractor shall include all labour, equipment and materials required to stage the works in accordance with the requirements of the Contract Documents as well as plan and implement the necessary to traffic control measures to complete the works in a staged fashion that prioritizes the safety of workers and the travelling public.

Traffic control and temporary traffic control, flag persons, traffic controllers (pilot vehicle), signage, and flagging shall be provided by the Contractor in accordance with the most recent version of Ontario Traffic Manual, Book 7 or part thereof and O. Reg. 213/91 Construction Projects and as required under OPSS.MUNI 706.

The Contractor shall be responsible for maintaining existing traffic and street signs during construction, including installation of any temporary staging works, and shall supply, erect and maintain all signs, barricades, flashers, delineators, flashing lights and such other protection as may be required by the Town of Cobourg to protect workers and the public during the course of the Contract including supplying properly trained and properly attired traffic control personnel.

Where traffic control is required either within an intersection or adjacent to an intersection, such that traffic flow through the intersection will be impacted, provide a paid duty police officer as required by law. Signalized intersections shall be controlled at all times by approved use of Paid Duty Police Officer, stop control (temporary or permanent) or commissioned and approved traffic signals.

Measure of payment shall be based on OPSS.MUNI 706 and made Lump Sum (LS), all in accordance with the unit price bid for all items in the Form of Tender.

PART ‘B’, ‘C’, ‘D’ & ‘E’ – CONCRETE SIDEWALK

The Contractor must supply equipment or adjust his construction methods as required to ensure **minimal physical damage will be done to the existing trees (roots and canopy)** within the project limits. This may include the use of “zero clearance” counterweighted equipment, exhaust diversions, hydro vacuum truck, mini excavator, subsurface installation of services or any other means as deemed appropriate by the Contract Administrator to ensure the safeguard of the existing trees and adjacent landscape features. Any roots that are encountered should be clean cut and covered as soon as possible.

Site Preparation – Item No. B1, C1, D1 & E1

Reference: OPSS.MUNI 201

For the lump sum price bid, the Contractor shall complete the following work:

- Remove, salvage, and reinstate:
 - Concrete parking curbs
 - Plantings in gardens and landscape features within the grading limits.
While every attempt has been made to identify all landscape or planting

features on the Contract Drawings, it is the responsibility of the Contractor to remove, salvage and reinstate all features;

- Municipal road signs
 - Brick pavers; remove, salvage and reinstate. Excess pavers to be returned to the homeowner.
- Supply and placement of riprap slope protection at low point of sidewalk on Division Street as per OPSD 810.010, Type B, and as indicated on the Contract Drawings.
 - Minor adjustments of water services and cleanouts to match finished grade.

Should any of the salvaged materials be deemed not reusable for reinstatement and reinstallation, the Contractor shall replace in kind or with an approved equivalent at the Lump Sum price bid and to the satisfaction of the Contract Administrator.

Catch Basin Siltation Trap – Item No. B2, C2, D2 & E2

This item shall include the installation, maintenance, and removal of catch basin siltation traps, as required. Siltation traps to be 16 gauge, 10 mm wire mesh overlain with Terrafix 420R, Mirafi 170N or Armtec 230 geotextile filter fabric and extend a minimum of 200 mm beyond all sides of the catch basin.

Measurement for payment shall be based on a count of the number of catch basin siltation traps installed. Progress payments shall be 50% for installation and maintenance during construction and 50% for removal upon completion of the project.

Silt Fence – Item No. B3, C3 & E3

Reference: OPSS.MUNI 805, OPSD 219.110

Payment under this Item for the unit price bid shall include all labour, equipment and materials required for the installation and maintenance of light duty silt fence in accordance with OPSD 219.110, and installed at locations indicated on the Contract Drawings and/or as directed by the Contract Administrator.

The Contractor shall maintain the silt fence throughout the duration of the Contract including monitoring after rainfall events and removal of sediment as required to keep control measures fully operational until their removal.

Silt fence shall be installed prior to the commencement of any earth excavation or grading, including topsoil removal. Payment shall include for the removal of all silt fence once vegetation has established.

Payment shall be by the linear meter in accordance with the unit price bid in the Form of Tender, based on the following:

- 50% for initial installation
- 30% for maintenance
- 20% for removal

Clearing, Grubbing and Tree Maintenance – Item No. B4, C4, D3 & E3

Reference: OPSS.MUNI 201

Under this Item, the Contractor shall clear and grub all trees, stumps, hedges, brush, etc. where indicated on the Contract Drawings or as directed by the Contract Administrator. Adjacent property owners shall have the first right to wood from tree removal, otherwise it shall be disposed of off-site at a location arranged for by the Contractor.

The Contractor shall facilitate all clearing and grubbing within the limits of the Contract by qualified personnel where indicated on the Contract Drawings, within the Contract Documents, or as directed by the Contract Administrator.

The lump sum price shall also include for the careful pruning of existing trees as outlined in the table below to accommodate construction processes and equipment, as well as removing dead branches.

All removal and pruning works shall be reviewed and approved by the Contract Administrator prior to commencing the work. Works to be completed by qualified personnel include, but are not limited to:

| Address | Species | Description of Work |
|---|----------------|----------------------------|
| 1011 Division Street (Ultramar Gas Station) | - | Remove and Grub |
| 1011 Division Street (Ultramar Gas Station) | - | Pruning |
| 1011 Division Street (Ultramar Gas Station) | - | Pruning |
| 1011 Division Street (Ultramar Gas Station) | - | Pruning |
| Creek Crossing, West Side of Division Street | - | Remove and Grub |
| Creek Crossing, West Side of Division Street | - | Remove and Grub |
| Densmore Road, STA. 1+090 | - | Remove and Grub |
| 284 Elgin Street | - | Pruning |
| 284 Elgin Street | - | Pruning |
| 290 Elgin Street | - | Remove and Grub |

All additional pruning works shall be determined onsite by the Contractor, Contract Administrator and the Owner prior to commencing the work. A meeting shall be scheduled a minimum forty-eight (48) hours prior to the commencement of pruning work.

Failure to comply with the above requirements will result in non-payment of this item.

Disposal shall be at an off-site location arranged for by the Contractor.

Earth Excavation (Grading) – Item No. B5, C5, D4 & E4

Reference: O. Reg. 406/19, Reg 347, OPSS.MUNI 206, OPSS.MUNI 501 &510, SPG17 Management and Disposal of Excess Soil

Contractor to deliver excess soil (excluding concrete and asphalt) to Town owned industrial lands south of Ewart Street, west of West Street in the Town of Cobourg. Contractor to place and spread material in a north-south aligned berm configuration immediately east of the rail spur line. Coordination with other Contractors will be required that will also be using this area. Specific details will be provided prior to hauling to the site.

The contract quantities for earth excavation have been determined from existing ground cross-sections and theoretical design sections. No further measurement for payment will be made unless the Contract Administrator requires a change in grade or removal of additional material. Removal of additional material may be required to ensure the sidewalk is constructed on native subgrade (i.e. removal of all topsoil and deleterious material beneath the concrete and granular bedding). Should this occur, additional payment shall be made as additional quantity over the quantity estimate under the respective Earth Excavation items at each location.

Additional excavation may be required to ensure that the sidewalk is constructed on native subgrade (i.e. removal of all topsoil and deleterious material).

This Item shall include all excavation of materials as required, except as specifically provided for elsewhere in the Contract.

Payment under this Item shall also include the following:

- Removal and disposal of excess material and other debris encountered during excavation, off-site at a location provided by the Town. Disposal shall be in accordance with Special Provision General Clause 17.
- Shaping and proof rolling of sub-grade. The Contractor shall take care and take direction from the Contract Administrator or their delegates regarding vibratory compaction above and adjacent to the existing gas mains and services.
- Excavation and grading in entrances and boulevards.
- Spreading and shaping of excess material at off-site location provided by the Town. Further direction will be provided for this prior to the commencement of the Contract.

Excavate for Utility Verification (Provisional) – Item No. B6, C6, D5 & E5

Should it be determined necessary, test pits are to be excavated by the Contractor (by hand if necessary) to determine the field location and elevation of existing utilities where agreed upon with the Contract Administrator. The utility shall be exposed and field measured.

Payment at the unit price shall be full compensation for all labour, equipment and materials to do the work including excavation, measurements and backfilling.

Tree Protection – Item No. B7, C7, D6 & E6

Reference: OPSS.MUNI 801, OPSD 220.010

The Contractor shall supply, install, maintain and remove any tree protection as per OPSS.MUNI 801 as directed by the Contract Administrator or as indicated on the Contract Drawings throughout the limits of the Contract. All boulevard trees shall have tree protection installed prior to commencement of removal or excavation activities.

Removal of Concrete Sidewalk and Entrances – Item No. B8, C8, D7 & E7

Reference: OPSS.MUNI 510

The unit price bid shall include for all labour and equipment required for the removal and disposal off-site of concrete sidewalk and entrances where indicated on the Contract Drawings. The Contractor shall carefully remove sidewalk at the locations indicated on the Contract Drawings and as per the Contract Administrator's direction.

The Contractor shall sawcut to the full depth of concrete, regardless of depth, at the limits of removal. Blades of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or be a nuisance to residents of the area where the work is being carried out. No additional payment will be made for water in this instance.

The Contractor shall be responsible for protecting all saw cut edges from damage for the duration of the Contract. Damage caused to sidewalk not approved for removal and replacement shall be replaced at the Contractor's own expense, including 100mm of material bedding beneath the removed sidewalk.

Removal of Curb and Gutter – Item No. B9, C9 & D8

Reference: OPSS.MUNI 510

The unit price bid shall include for all labour and equipment required for the removal and disposal off-site of concrete curb and gutter.

The Contractor shall sawcut the full depth of concrete, regardless of depth, at the limits of removal. Blades of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or be a nuisance to residents of the area where the work is being carried out. No additional payment will be made for water in this instance.

The Contractor shall be responsible for protecting all saw cut edges from damage for the duration of the Contract. Should the saw cut edge be damaged, the Contract Administrator can request that the curb be re-cut prior to placement of new curbs at no additional cost to the Owner.

Full Depth Removal of Asphalt – Item No. B10, D9 & E8

Reference: OPSS.MUNI 510

The unit price bid shall include for all labour and equipment required to:

- Delineate the limits and extent of full depth asphalt removal as shown on the Contract Drawings and review the delineated limits with the Contractor Administrator prior to commencing removals.
- Remove the full depth of existing asphalt pavement material, including but not limited to roads and entrances..
- Saw cut the full depth of the asphalt, regardless of depth. Blades of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or be a risk or nuisance to residents of the area where the work is being carried out. No additional payment will be made for water in this instance.
- Dispose of all removed asphalt material, regardless of form and method of removal, offsite at an approved location arranged for by the Contractor.

Measurement for payment shall be by the square metre of asphalt surface area removed, regardless of the depth of asphalt.

Hot Mix, H.L.-3, H.L.-3F in Entrances, H.L.-8 – Items No. B11, B12, D10 & E9

Reference: OPSS.MUNI 310, OPSS.MUNI 311

The Contractor shall supply all materials required for the proper execution of the paving work in accordance with OPSS.MUNI 310. Asphalt cement supplied shall be PGAC 58-28 as a minimum.

The Marshall Stability for H.L.-3, H.L.-3F and H.L.-8 shall be a minimum of 8,900, 5,800 and 8,000 respectively.

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

OPSS.MUNI 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.MUNI 310 whether by hand or machine.

The unit price bid for HL-3 shall include grinding of lap joints (300 mm wide by 40 mm deep) at limits of commercial entrance construction and all associated costs regardless of depth.

Tack coat shall be applied at joints and faces of abutting surfaces.

Entrances shall be paved with 50 mm HL-3F to match existing, and shall include all saw-cutting of existing asphalt, regardless of depth. HL-3F for paved entrances shall be paid under the respective HL-3F items.

For depths and types of asphalt, refer to Contract Drawings.

Granular 'A' – Items No. B13, C10, D11 & E10

Reference: OPSS.MUNI 206, OPSS.MUNI 314, OPSS.MUNI 501

Payment shall be made under these Items for the supply, placement and compaction of Granular 'A' to 100% SPMDD.

The following construction standards shall apply:

- | | |
|--------------------------------|----------------------|
| • Concrete sidewalks | Granular 'A', 100 mm |
| • Concrete Pavers in Entrances | Granular 'A', 150 mm |
| • Concrete Pavers in Walkways | Granular 'A', 100 mm |

Granular 'A' that becomes contaminated due to Contractor's activities, shall be removed and replaced at the Contractor's own expense. Granulars used for any temporary entrances or accesses are not included in this Item.

Concrete Sidewalk and Entrances – Item No. B14, C11, D12 & E11

Reference: OPSS.MUNI 351, OPSD 310.010, OPSD 310.020, OPSD 610.010, SPG-35

In conjunction with SPG Clause 8: Layout By Contractor, the Contractor shall field verify longitudinal grades and crossfall of the proposed sidewalk with the Contract Administrator prior to pouring concrete. Modifications to the horizontal and vertical alignment of the sidewalk are expected to ensure positive drainage and grading to existing features and surfaces.

The unit price bid shall include for the supply of all labour and equipment to complete grading and material required to construct concrete sidewalks and entrances as shown on the Contract Drawings.

As noted in SPG-35, Construction shall be completed in an organized and sequential methodology, to accommodate adjacent homeowners' and commercial entrances, and travel to/from adjacent streets. **This includes forming and pouring the sidewalk in phases to maintain access to businesses where multiple points of entry are not present to the property.** The methodology is to be approved by the Contract Administrator, prior to the commencement of any work.

Areas of private sidewalk, private entrances, and concrete steps to be constructed will also be measured and paid for under this Item. In the event that the Contract Administrator deems the removal of existing concrete steps required to facilitate construction as shown on the Contract Drawings, the Contractor shall reconstruct the concrete steps in accordance with the Ontario Building Code, section 3.4.6.8 'Treads and Risers' to match existing.

Where new sidewalk abuts or connects to existing sidewalk or steps, an expansion joint shall be constructed at these locations. Full depth expansion joints shall be placed every 6.0 meters and on either side of driveways/entrances as per OPSD 310.010(MOD).

Contraction joints shall be completed by saw-cutting every 1.5 meters. Blades shall be of the wet type and 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.

For the unit price bid, concrete sidewalk in residential entrances is to have a thickness of 150 mm, and a thickness of 200 mm in commercial entrances (see Contract Drawings for locations). This shall also include the supply and install of welded-wire mesh reinforcement for concrete in commercial entrances (150 mm x 150 mm weave, MW 18.7 x MW 18.7)

Where concrete sidewalk is constructed through an asphalt entrance, the Contractor shall remove and reinstate a minimum of 0.5 m of asphalt behind the sidewalk to allow for proper compaction of granular and asphalt restoration.

The Contractor shall place adequate signs and physical barriers around all areas of freshly placed concrete to advise of its presence and prevent access to it. Barriers shall be erected as soon as the concrete has been placed and the crew has moved on, or as soon as the crew is five (5) metres or more away from an unprotected area of a continuous pour. Barriers shall remain in place until at least twenty-four (24) hours after the concrete has set hard enough to walk on. (This does not imply that areas can be opened to traffic after only 24 hours).

The above conditions shall be construed as minimum requirements for safety around areas of freshly placed concrete.

Concrete surfaces marred by the public, or by traffic from the Contractor's own/sub-contractor forces, or due to animals, shall be replaced by the Contractor at the Contractor's expense.

Based on conditions observed on site during construction, the Owner may elect to substitute areas of proposed concrete sidewalk with brick pavers. The Contractor shall review the site with the Contract Administrator prior to excavation to minimize the impacts to tree roots. No compensation will be considered for the reduction of quantity to the concrete sidewalk item.

Tactile Walking Surface Indicators – Item No. B15, C12 & D13

Reference: OPSS.MUNI 351, OPSD 310.031, OPSD 310.033, OPSD 310.039

For the unit price bid, the Contractor shall supply and install **yellow** tactile walking surface indicators at pedestrian crosswalks in accordance with OPSD 310.031, OPSD 310.033 and 310.039 in locations as indicated on the Contract Drawings.

A minimum of two (2) 610mm x 610mm plates are to be used at each sidewalk ramp. When continuous plates are used for both directions of sidewalk ramp, radius plates shall be used. The radius shall match that of the curb return at each quadrant of the intersection or as indicated on the Contract Drawings

The Contractor shall submit the layout of the tactile surface indicators at each cross-walk for approval prior to installation.

Concrete Curb and Gutter (All Types) – Item No. B16, C13, D14

Reference: OPSS.MUNI 353, OPSS.MUNI 1350, OPSD 600.040

Concrete curb shall be installed as per OPSD 600.040 and 600.110 at locations indicated on the Contract Drawings. All concrete curb and gutter constructed adjacent to sidewalks are to have 50 mm wide key as in accordance with OPSD 600.040.

Payment shall be made under this item for all labour, equipment, and material required to perform the work.

Concrete curb and gutter shall be constructed as shown on the Contract Drawings, including the following:

- Concrete to be 32 MPa compressive strength at 28 days (OPSS.MUNI 353) with 40 mm slump +/- 20 mm, 5 to 7 % air entrainment, and cement ratio to be min. 325 kg / m³ and max. 20 mm aggregate size (OPSS.MUNI 1350).
- Contraction joints are to be placed at intervals not exceeding 3.0 m and shall be cut with a wet saw. Blades of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or be a nuisance to residents of the area where the work is being carried out. No additional payment will be made for water in this instance.
- All concrete curbs and gutters shall be fully in place prior to placement of HL-8 Binder or Surface Asphalt in Driveways.
- Match to existing concrete curb.
- Curb depressions, curb transitions and terminations as required. Locations to be verified by the Contract Administrator prior to placement.

The Contractor shall place adequate signs and physical barriers around all areas of freshly placed concrete to advise of its presence and prevent access to it. Barriers shall be erected as soon as the concrete has been placed and the crew has moved on, or as soon as the crew is five (5) metres or more away from an unprotected area of a continuous pour. Barriers shall remain in place until at least twenty-four (24) hours after the concrete has set hard enough to walk on. (This does not imply that areas can be opened to traffic after only 24 hours).

The above conditions shall be construed as minimum requirements for safety around areas of freshly placed concrete.

Concrete surfaces marred by the public, or by traffic from the Contractor's own/sub-contractor forces, or due to animals, shall be replaced by the Contractor at the Contractor's own expense.

Topsoil (Imported) and Sodding (Nursery, Unstaked), Including Fine Grading of Boulevards– Item No. B17, C14, D15 & E12

Reference: OPSS.MUNI 802, OPSS.MUNI 803

The unit price bid shall include for the supply of all labour, equipment and materials required for minor grading and complete restoration of the existing boulevards with topsoil and sod to ensure positive drainage to the existing curb

Screened topsoil shall be placed to a minimum depth of 150 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.MUNI 802, November 2019 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.

The Contractor shall note that placement and performance of sod under this Contract is a priority for the Town, and the requirements specified below will be strictly enforced.

Subsections 803.07.05, 803.08.01 and 803.08.02 of OPSS.MUNI 803, April 2018 is amended by the following:

Replace “30 consecutive Days” with “**120 consecutive Days**”. Contractor should note that for the purpose of calculating consecutive days, the winter dormant period shall be excluded (see Table No. 1, OPSS.MUNI 803). The Town of Cobourg is considered to be in the ‘Southern Ontario’ area and the winter dormant period is from November 1 to April 30, inclusive. The maintenance period shall commence once all deficiencies identified by the Contract Administrator after initial placement have been corrected.

There will be a maintenance holdback in the amount of 50% of the value of the topsoil and sod items. The holdback will be retained to ensure the sod receives sufficient monitoring and care by the contractor during the 120 consecutive day maintenance period. It is the Contractor’s responsibility to monitor the sod for excellent health for the duration of the Contract. If the Contractor fails to water and maintain the sod in a healthy condition at all times, the Contract Administrator may, without further notice and at their sole discretion, arrange to have the sod watered at a cost of \$400 per load (1 load minimum charge, assuming a 15,750 litre truck) and take a credit for the cost of the additional watering. The application of this clause shall not make the Town or Contract Administrator liable in any way for the subsequent performance of the sod, and in no way relieves the Contractor from his continuing responsibility to monitor and maintain the sod. In addition, should the Contract Administrator deem any or all of the sod unhealthy, uneven or not uniform in grade or unacceptable in general, at any point during the

maintenance period, they shall notify the Contractor at which time such sod shall be replaced to the satisfaction of the Contractor Administrator within 72 hours, failing which, the Contract Administrator may arrange for the completion of the work by a third party and all costs for the work, including administration, will be deducted from the Contract payments.

Payment shall be made and holdback released once all deficiencies have been corrected following final inspection at the end of the maintenance period.

Pavement Markings – Item No. B18 & C15

Reference: OPSS.MUNI 710

For the unit price bid under these Items the Contractor shall perform all line painting as indicated on the Contract Drawings including all labour, equipment and materials. The Contract Administrator shall provide direction as to the limits and extent of the pavement markings prior to commencement of any work under this item. Pavement marking layout must be reviewed by the Contract Administrator prior to paint being placed.

- 600mm wide white stop bars shall be painted on Birchwood Trail at Densmore Road
- A 3.0m wide crosswalk shall be painted using screed applied durable thermoplastic type paint with 100mm wide white lines as shown on the Contract Drawings.

All pavement markings shall be applied in accordance with OPSS.MUNI 710 in locations as indicated on the Contract Drawings.

Screed applied durable thermoplastic type (Ontario white or yellow colour) shall be applied on surface asphalt. This applies to all stop bars and cross walks.

Concrete Pavers with Gator System Foundation – Item No. D16

Where existing tree roots prevent excavation to depths suitable to construct a concrete paver base as specified under Item No. A29 and detailed in OPSD 561.010, concrete pavers shall be installed with a foundation constructed using the Gator Base product and associated materials as manufactured by Alliance (or approved equivalent).

Under this Item, the Contractor shall be paid for all labour, equipment and material necessary to:

- Excavate to suitable depth to accommodate one (1) layer of Gator Fabric G4.4 (or approved equivalent), 19 mm thick sand layer, the Gator Base product (or approved equivalent), and the concrete pavers.
- Dispose of excavated material offsite at a location arranged for by the Contractor and approved by the Contract Administrator.
- Level and compact native base after excavation to suitable depth.
- Install Gator Fabric G4.4, as manufactured by Alliance (or approved equivalent).
- Install, level and compact a 19 mm thick layer of sand over the Gator Fabric G4.4.
- Install Gator Base product as manufactured by Alliance (or approved equivalent).

Gator Base units shall be laid in a staggered pattern. The Contractor shall ensure units lock together and remain stable during paver installation.

- Install concrete pavers with 60 mm thickness on Gator Base. The Gator Base shall protrude a minimum 150 mm on either side of the paving area.

Pattern: Running Bond

Colour: Granite

Type/Manufacturer: Unilock Hollandstone

- Supply and install the Gator Edge as manufactured by Alliance (or approved equivalent) on the Gator Base firmly against the concrete pavers.
- Supply and install Gator Base Screws as manufactured by Alliance (or approved equivalent) in every second hole on the Gator Edge.
- Place, compact and sweep polymeric sand in brick joints including water misting upon completion.

Gator Base product details are available at the following link:

<https://alliancegator.com/gator-base/>

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

General Conditions

The OPSS.MUNI 100 November 2019 General Conditions have not been reproduced as part of these Contract Documents.

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

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

Contract Administration Forms

Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
Contract Administration Forms

Letter of Consent

General Release in Respect to Landfilling

Property Owner's Release

Substantial Performance Release of Claims Letter

Completion Release of Claims Letter

Final Release of Claims Letter

Contractor's Letterhead

Letter of Consent

**Re: Corporation of the Town of Cobourg
2024 Various Sidewalk Construction**

This is to confirm that The Corporation of the Town of Cobourg and its' Contractor, _____, have my authority to enter and use designated areas of my property for material storage and/or access to facilitate construction activities.

_____ agrees to restore the area used to original condition plus any special conditions listed below.

The Corporation of the Town of Cobourg and CIMA Canada Inc. will at no time be held responsible for any damages and/or restoration.

Name of Property Owner: _____

Address of Property Used: _____

Material to be Stored: _____

Special Conditions: _____

Date Letter of Consent Expires: _____

(Witness)

(Signature of Owner)

(Date)

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

General Release of
The Corporation of the Town of Cobourg
Its Servants and
CIMA Canada Inc.
In Respect of Landfilling

Know all persons by these presents that I, _____ the owner, remise and forever discharge The Corporation of the Town of Cobourg (Owner), its servants and CIMA Canada Inc. (Contract Administrator) and _____ (Contractor), their successors in title and administrators, of and from all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which against the said Owner, its servants and Contract Administrator, I have, ever had, now have a or which my heirs, executors, administrators or assigns or any of them hereafter can, shall, or may have for or by reason of any cause, matter to thing whatsoever arising or which may arise as a result of my granting permission to have the said Contractor to place, deposit or dump any soils, gravel, rock, stumps or trees whatsoever in, on or over my said lands.

In Witness Whereof I have hereto set my hand this _____
day of _____ A.D. 20_____.

Witness

Signature

Final Payment will not be paid to the Contractor until all the applicable Forms of Release have been signed by each of the property owners and have been received by the Owner and checked.

The Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Property Owner's Release of Privately Owned Land
Used by the Contractor

Upon completion of the contract, the Contractor shall provide the Corporation of the Town of Cobourg with two (2) copies of a Form of Release signed by each property owner upon whose land he has entered for any reason in conjunction with the contract as follows:

Date: _____

To: The Corporation of the Town of Cobourg

RE: 2024 Various Sidewalk Construction, Contract No. CO-24-14 PWD

I hereby certify that

(Name of Contractor)

has fulfilled the terms of our Agreement attached herewith and has left my property in a satisfactory condition.

I have accepted their final payment and release the Contractor, the Corporation of the Town of Cobourg, its servants, and CIMA Canada Inc., from further obligations.

Yours truly,

Signature

Property owner's name (Please Print)

Lot _____ Concession _____ Town _____

Final Payment will not be paid to the Contractor until all the applicable Forms of Release have been signed by each of the property owners and have been received by the Owner and checked.

Substantial Performance Release of Claims Letter

Before the release of any portion of the 10% Statutory Holdback, the Contractor must provide a Substantial Performance Release Letter to the Contract Administrator using the following wording and format:

(Contractor's letterhead)

Date: _____

To: The Corporation of the Town of Cobourg
55 King Street West
Cobourg, ON K9A 2M2

**RE: 2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD, Substantial Performance Release**

In the matter of Contract CO-24-14 PWD, being a contract between (Contractor's name) and the Town of Cobourg, I (first & last name), being the (position) of the above named company, hereby certify that (company name) agrees that the amount of \$xxxx.xx (including HST) represents the total value of work completed under this contract up to (cut-off of next payment).

(xxx being the date of Substantial Performance.)

I further certify that (company name) has no further claims related to work performed on this Contract on or before the date of Substantial Performance except as noted below.

I further certify that (company name) will expeditiously complete any and all outstanding work and to discharge all unfulfilled obligations under the Contract.

Outstanding issues previously submitted in accordance with GC 3.13.03:

- 1.
- 2.
- 3.

Signature

Date

Name

Position

Completion Release of Claims Letter

Before the release of the Completion Payment Certificate or Invoice, the Contractor must provide a Completion Release Letter to the Contract Administrator using the following wording and format:

(Contractor's letterhead)

Date: _____

To: The Corporation of the Town of Cobourg
55 King Street West
Cobourg, ON K9A 2M2

**RE: 2024 Various Sidewalk Construction, Contract No. CO-24-14 PWD
Town of Cobourg, Completion Release of Claims**

In the matter of Contract CO-24-14 PWD, being a contract between (Contractor's name) and the Town of Cobourg, I (first & last name), being the (position) of the above named company, hereby certify that (company name) agrees that the amount of \$xxxx.xx (including HST) as shown on your proposed Completion Payment Certificate No. #, represents the total final value of work completed under this Contract, subject to the resolution of the following outstanding claims:

Outstanding issues previously submitted in accordance with GC 3.13.03:

- 1.
- 2.
- 3.

Signature

Date

Name

Position

Final Release of Claims Letter

Before the release of the Final Payment Certificate or Invoice, the Contractor must provide a Final Release Letter to the Contract Administrator using the following wording and format with no alterations, qualifications, or limitations:

(Contractor's letterhead)

Date: _____

To: The Corporation of the Town of Cobourg
55 King Street West
Cobourg, ON K9A 2M2

**RE: 2024 Various Sidewalk Construction, Contract No. CO-24-14 PWD
Town of Cobourg, Final Release of Claims**

In the matter of Contract CO-22-01 ENG, being a contract between (Contractor's name) and the Town of Cobourg, I (first & last name), being the (position) of the above named company, hereby certify that (company name) agrees that the amount of \$xxxx.xx (including HST) represents the total final value of work completed under this Contract and that (Contractor's name) has no further claims related to this Contract.

Signature

Date

Name

Position

Corporation of the Town of Cobourg

2024 Various Sidewalk Construction

Contract No. CO-24-14 PWD

Standard Drawings

Corporation of the Town of Cobourg
2024 Various Sidewalk Construction
Contract No. CO-24-14 PWD
Index To Standard Drawings

| Standard | Description |
|-----------------|---|
| OPSD- | |
| 216.010 | Boulevard Treatments, Urban Section |
| 220.010 | Barrier for Tree Protection |
| 310.010 (MOD) | Concrete Sidewalk |
| 310.020 | Concrete Sidewalk Adjacent to Curb and Gutter |
| 310.030 | Concrete Sidewalk Ramps at Signalized Intersections |
| 310.033 | Concrete Sidewalk Ramps at Unsignalized Intersections |
| 310.039 | Concrete Sidewalk Ramps Tactile Walking Surface Indicators Component |
| 310.050 | Concrete Sidewalk, Driveway Entrance Details |
| 351.010 | Urban Residential Entrance |
| 561.010 | Interlocking Concrete Pavers on Granular Base |
| 561.020 | Interlocking Concrete Pavers on Concrete or Asphalt Base |
| 600.040 | Concrete Barrier Curb with Standard Gutter |
| 600.110 | Concrete Barrier Curb |