



TENDER DOCUMENT

UTL-2026-04

ELMWOOD WATERMAIN EXTENSION

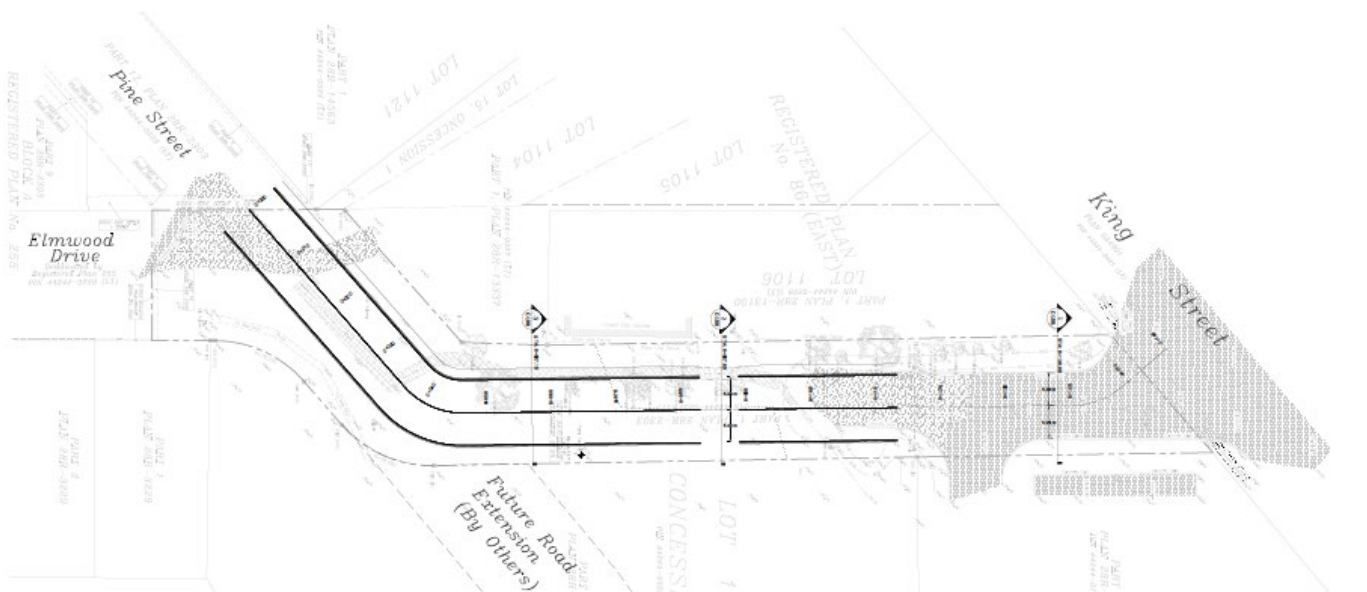
David Armstrong
Manager of Public Works/
Purchasing Manager
Town of Gananoque
30 King Street E
Gananoque, Ontario

INTRODUCTION

The Town of Gananoque is a historic waterfront community located along the St. Lawrence River in Eastern Ontario. With a population of more than 5,000 residents and over 2500 households, the Town provides a wide range of municipal services focused on maintaining infrastructure, supporting community well-being, and ensuring a high quality of life. Gananoque's municipal government is committed to transparency, accountability and effective service delivery. The Town undertakes regular capital projects and operational initiatives to maintain and improve public assets and services. Through its procurement processes, the Town seeks qualified vendors, contractors, engineers and consultants capable of delivering reliable, high-quality work in accordance with municipal standards and applicable regulations.

The meaning of "Gananoque" is a debated term of Indigenous origin, with proposed interpretations including "rocks rising out of the water," "water rising over rocks," "Town on Two Rivers" and "place of health," reflecting its geography where the Gananoque River meets the St. Lawrence River. The name was given by First Nations peoples to the area where the river flows over rocks and was a recognized place for healing and harvesting for thousands of years.

The Town of Gananoque, otherwise referred to as "the Town or Owner", is seeking Tender submissions from qualified Respondents for the watermain extension on Elmwood Drive to King Street in Gananoque, in 2026.



Tender Closing Date: June 2, 2026

Tender Closing Time: 1:00 p.m.

Tender Submissions: www.biddingo.com

INTERPRETATION / DEFINITIONS:

In this document,

- a. Agreement is a legally enforceable promise between two or more parties that creates mutual obligations, meaning one party commits to performing specific actions or refraining from certain actions, and this commitment is backed by the law.
- b. Bidder, Proponent or Respondent means any Contractor or Qualified Person submitting a Bid for this Tender.
- c. Bid means the proposal as submitted and the related price.
- d. Qualified Person means a person who has all the appropriate licences & training to operate the specified equipment. The person shall understand and be able to operate the equipment, including all apparatus and controls in a safe, effective and efficient manner while completing the work.
- e. Contract means this maintenance contract that defines the undertaking by the Town and the Contractor to perform their respective duties, responsibilities and obligations.
- f. Qualified Contract means a contract that is tendered in accordance with the qualification procedures administered by the Town.
- g. Contractor means a person, company or other legal entity that enters into a legally binding Agreement (contract) to perform work or provide services or materials for another party, usually in exchange for compensation, and who operates independently, not as an employee. Contractors are responsible for fulfilling the obligations set out in a contract.
- h. Town means The Corporation of the Town of Gananoque and its successors, assigns and "Owner". In this document it may be referred to as the Town.
- i. Owner means the party to the Contract whom the Work is being performed for.
- j. Worker/Employee means a competent person who is trained, knowledgeable and capable of completing defined work at a productive rate deemed reasonable by the Public Works Manager.
- k. Specifications, Special Provisions means the instructions to Bidders, any other documents listed in the Tender and any Addenda thereto issued by the Town.
- l. Business Day means any day which is not (i) a Saturday or a Sunday or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable to the Province of Ontario.
- m. Commercial Motor Vehicle is as defined under section 16 of the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.
- n. Scope of Work means the Work and services required by the Contract documents.
- o. Working Area means all the lands/easements owned/acquired by the Town for the Work.

3.0 INFORMATION TO BIDDERS

The Town of Gananoque, otherwise referred to as “the Town or Owner”, is seeking Tender submissions from qualified Respondents for the watermain extension on Elmwood Drive to King Street in 2026.

Tender Closing Date: June 2, 2026

Tender Closing Time: 1:00 p.m.

Questions Deadline: May 21, 2026 @ 1:00pm

Tender Submissions: www.biddingo.com

Mandatory Site Meeting: May 12, 2026 @ 10:00am

This section will form part of the Contract.

Tender documents listed herein and issued electronically by the Owner, or through its designated digital procurement platform, constitute the only official Contract Documents for the preparation of bids. The Owner assumes no responsibility for errors or omissions resulting from reproduction, transmission, or use of incompatible software.

1. **SCOPE OF WORK**

The Work under this Contract consists of **watermain infrastructure extension on Elmwood Drive to King Street**, Gananoque, Ontario.

The Work generally includes, but is not limited to, the following:

- Installation of approximately **170 m of 300 mm diameter watermain**
- Installation of **gate valves, insertion valves, tees, hydrant and valve assemblies**
- **Removal, abandonment, and grouting** of existing watermain sections
- **Temporary surface reinstatement** within unopened right-of-way
- **Erosion and sediment control measures**, including silt fence, silt socks and catch basin protection
- **Granular backfill, compaction, testing, flushing, disinfection, commissioning** and all incidental works
- All necessary **construction management, coordination, quality control, inspection and testing**

2. **CONTRACT ADMINISTRATOR**

Name: Charles Fromentin
Title: Public Works Technologist
Email: pwtech@gananoque.ca

3. ADDENDA

When revisions, clarifications, or additions to the Tender Documents are required, an Addendum will be issued by the Owner.

It is the responsibility of each Tenderer to:

- Monitor Biddingo for Addenda
- Acknowledge receipt of all Addenda in the Form of Tender

Failure to acknowledge Addenda may result in rejection of the Tender.

4. WORK SITE

The Work shall be carried out along **King Street East and Elmwood Drive**, Gananoque, Ontario, within municipal right-of-way limits as shown on the Contract Drawings.

The Tender Price shall include all Work in all areas shown on the Drawings.

5. CONSTRUCTION PERIOD

.1 Anticipated start date of construction: July 6, 2026.

.2 Substantial completion date: November 30, 2026.

Further, the Contractor is hereby notified that no work will be permitted until the Owner has obtained an Environmental Compliance Approval from the Ontario Ministry of the Environment, Conservation and Parks.

6. ACTIVE FACILITY

Existing municipal services shall remain operational throughout construction.

The Contractor shall coordinate all Work with the Owner and shall ensure uninterrupted service to the extent practicable.

7. PREQUALIFIED CONTRACTORS

Not applicable.

8. EXAMINATION OF SITE

Each Tenderer is required to examine the site prior to submitting a Tender and shall satisfy themselves as to:

- Existing conditions
- Access constraints
- Utility locations
- Construction limitations

Submission of a Tender constitutes acknowledgment that the Tenderer has examined the site and Contract Documents and has made adequate provision for all conditions.

9. SUBMISSION AND OPENING OF TENDERS

All tenders must be submitted through Biddingo.com

Submission: 1:00:00 p.m. EST, June 2, 2026.

The Tenders will be opened and the tender prices will be read and publicly recorded. To ensure standardization of bidder response, the Bid Form supplied in the Tender package

must be used. Failure to submit the information on the forms provided may result in rejection of the bid.

10. TENDER

Each tender shall be in accordance with the General Conditions and shall include a completed Form of Tender, Statements A to F, an Agreement to Bond and a Statutory Declaration re Tender, 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 the tender. The Tenderer may retain the rest of the tender documents issued. 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, time for completion and other information in the Form of Tender. All prices tendered and all amounts to be paid will be in Canadian dollars.

11. DISQUALIFICATION OF TENDERS

Under no circumstances will a tender submission be considered if:

- (a) received following the submission deadline
- (b) not accompanied by the required Tender Deposit
- (c) not accompanied by the required Agreement to Bond
- (d) submitted by a Tenderer not in attendance at the mandatory site meeting
- (e) non-compliant based on instructions provided herein
- (f) incomplete sections are found in parts of submission

12. WITHDRAWAL OR QUALIFYING OF TENDERS

A Tenderer who has already submitted a Tender may submit a further Tender at anytime up to the official closing deadline. The last submission received shall supersede and invalidate all submissions previously submitted by that Tenderer for this Contract. A Tenderer may withdraw a submission at any time, up to the official closing deadline, by emailing an official letter (on company letterhead) to David Armstrong, pwmanager@gananoque.ca clearly stating withdrawal of submission.

Telephone or verbal requests will not be considered.

The withdrawal of a bid does not disqualify a bidder from submitting another bid on the same contract provided it is submitted prior to deadline.

Withdrawal request received after the closing deadline will not be accepted.

13. INFORMAL OR UNBALANCED BIDS

All entries in the Bid Form shall be legible and made in ink. Entries/changes in pencil are invalid. Submissions which are incomplete, conditional, illegible or obscure, contain erasures or alterations, containing conditions not called for or reservations (unless clearly made and

initialled by the Tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

Submissions that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner, or which are based upon an unreasonable period of time for the completion of the works, may be rejected.

Wherever in a submission 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.

Where an error has been made in transferring an amount from one part of the Bid Form/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 a price for an item of work set out in the Form of Tender, the Tenderer shall, unless the Tenderer has specifically stated otherwise in the 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.

The Town 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.

14. QUESTIONS, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Questions are accepted via Biddingo.com up until the Question Closing Deadline. **Question Closing Deadline: May 21, 2026 at 1:00 PM.**

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

15. 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 Owner/Consultant has the right to increase or to reduce the quantities required or to suspend or omit any item or portion of the work at any time as it may deem advisable. The Contractor shall not be entitled to any compensation for loss of anticipated profit as a result of the deletion of any item or part of an item from the Form of Tender, when the actual quantity of work performed on a major item of the Contract is within twenty percent (20%) of a quantity shown in the Form of Tender for such major item. When there is a resulting change in the cost of work or material, then either party to the Contract upon written request of the other, can request that negotiations be held to establish the increase or decrease in the compensation for the affected items of work. Under this provision, the definition of a major item shall be any individually bid tender item that has

a tendered cost equal to or greater than three percent (3%) of the total tender price.

16. ACCEPTANCE OR REJECTION OF TENDERS

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

A tender is accepted by the Town when an agreement, as specified herein, is executed by the Town and by the Tenderer or when the Consultant, with the written authorization of the Town and within the period referred to in the Section below, 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 ten (10) 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 Owner reserves the right to reject any or all tenders and to waive formalities as the interests of the Owner may require without stating reasons therefor and the lowest or any tender will not necessarily be accepted. If an insufficient number of tenders are received, tenders may be returned unopened.

17. PERIOD OF VALIDITY OF TENDER

The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the Consultant's written order to commence work will be issued to the Tenderer within **120 days** after the closing time for tenders. During this period the tender shall remain irrevocable and open for acceptance by the Owner.

18. TENDER DEPOSIT

Each tender shall include a tender deposit in the form of a certified cheque or bid bond in the amount stated in the Form of Tender and payable as instructed in the tender advertisement. The tender deposits of all but the two (2) lowest Tenderers will be returned within fifteen working days after the date of opening of tenders, exclusive of statutory holidays. The tender deposits of the two lowest Tenderers will be retained until a tender has been accepted and the Performance Bond, the Labour and Material Payment Bond and the other documents required herein have been furnished to the satisfaction of the Solicitor and the Consultant for the Owner, save that if a Tenderer has not been requested by the Owner to execute the Agreement within 120 days after the date of opening tenders, its 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 Tenderers has not been notified within 120 days after the date of opening tenders that the tender has been recommended to the Owner for acceptance, the Tenderer may apply to the Owner for the return of the tender deposit. Unless otherwise determined by the Owner, the tender deposit of one of the said two 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 Section.

The Owner may, in its discretion:

- a. cash a tender deposit cheque 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 relates.

Except as otherwise herein provided, the Tenderer guarantees that if the tender is withdrawn before the Owner shall have considered the tenders or before or after the Tenderer has been notified that the tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period 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.

19. HARMONIZED SALES TAX (HST)

The Tenderer is to prepare their tender based on taxes, customs and duties in effect at the time of bid closing. The Tenderer is instructed to exclude the Harmonized Sales Tax (HST) from their tendered price, except where indicated.

Payment of the Harmonized Sales Tax will be made to the Contractor in conjunction with amounts certified as due on Monthly Payment Certificate, as approved by the Consultant. The amount of tax due will be shown as a separate item.

20. PROOF OF ABILITY

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

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

Statement 'B' - Giving the location and description of the construction equipment which the Tenderer proposes to use.

- Statement 'C' - Giving the list of proposed subcontractors and major equipment suppliers.
- Statement 'D' - Giving a breakdown of items and prices.
- Statement 'E' - Giving the contact information for each Tenderer.

21. SUBCONTRACTORS

The Tenderer shall give in Statement 'C-1' of the tender documents the name and address of each proposed subcontractor used in making up the 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-1' of the Form of Tender for a specific item of work, the Tenderer shall submit documentation to the Consultant 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 Consultant and shall be at the sole discretion of the Owner and Consultant.

The term "subcontractor" as referred to in this clause shall not include suppliers of preselected equipment unless otherwise specifically stated in these documents or directed.

Attention is drawn to the General Conditions and to the instructions on Statement 'C-1' sheet.

22. 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 acceptable to the Owner, each in the amount of fifty percent (50%) of the total tender price 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 50% of the total tender price (including preselected equipment and suppliers where indicated). In the event that either of the bonds is required to be in an amount in excess of 50% of the total tender price, 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 the tender, the Agreement to Bond in the form enclosed herewith executed under its corporate seal by the surety company from which the Tenderer proposed 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 therefor.

The successful Tenderer will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate as required herein within ten (10) days after notification of

the execution of the Agreement by the Owner has been sent to the Tenderer. One copy of the said bonds shall be bound into each of the three executed sets of the Contract.

23. INSURANCE

The insurance requirements are to be in accordance with that set out in the Contract Documents.

24. AGREEMENT

The Town shall enter into an Agreement with the successful bidder. Upon execution of said Agreement, the successful bidder shall attend a start up meeting with the Owner and the work schedule shall be determined. The Tenderer agrees that, if requested to do so by the Owner, or anyone acting on its behalf, within 60 days after the date of opening tenders, the Agreement will be executed and returned to the Owner within ten (10) days after being so requested. If the Tenderer has not been so requested within the said 120 days or if the Consultant's written order to commence work has not been mailed or delivered to the Tenderer or the office or the postal address within the said 120 days, the Tenderer may, unless it was otherwise agreed or offered and except as otherwise provided herein, withdraw the tender.

25. RESERVED

(This Section is purposely left blank.)

26. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

Attention is drawn to General Conditions wherein is stated that "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...".

The selected Tenderer shall submit statutory declaration or clearance letter to the Owner together with the Agreement executed by said Tenderer prior to commencement of the Work.

27. OCCUPATIONAL HEALTH AND SAFETY

In order to avoid any misunderstanding of the nature of the Work to be performed, the Contractor, by executing this Contract, unequivocally acknowledges that it will take on the role of the Constructor and its meaning within the Occupational Health and Safety Act; and will undertake to carry out the duties and responsibilities as stated within the Act. "A constructor shall ensure on a project undertaken that:

- (a) the measures and procedures prescribed by the Act and the regulations 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."

28. CORPORATE HEALTH AND SAFETY POLICY

The successful Contractor shall submit a copy of their Health & Safety Policy, prior to commencing the Work.

29. CONTINGENCY ALLOWANCE AND PROVISION ITEMS

Include Contingency Allowance in the total Tender Price as outlined in the Form of Tender.

Advances to be expended only under direction and authorization of Owner or Consultant by means of a Contract Change Order.

Inclusion of allowance in Tender Price is not to be construed by Tenderer as implying that any or all of allowance will be expended.

Tenderer is to establish the time for completion of the works on the basis that the Contingency Allowance will be expended through the course of the work.

30. TESTING AND INSPECTION ALLOWANCE

Include in the total Tender Price.

Advances to be expended only under direction and authorization of Owner or Consultant. Services to be co-ordinated by the Contractor and paid for by the Contractor. Inspection and Testing companies to be approved by the Consultant.

It is understood that the Contract Price includes all costs associated with incorporating these services into the project including all co-ordination, supervision, overhead and profit, plant and materials necessary.

31. GUARANTEED MAINTENANCE PERIOD

Unless indicated otherwise for specific equipment or services, the guaranteed maintenance period shall be a period of 1 year from the date of Substantial Performance. During this period, the Contractor shall maintain all the work and carry out such repairs as directed by the Consultant. Repairs as requested by the Consultant shall be in most cases undertaken within 48 hours of notice being given; otherwise the Owner shall have such repairs carried out by others and charged against the Contractor. When operation of the systems is impaired and could result in significant risk, in the opinion of the Owner, repairs may be required within a much shorter time period.

32. HOLDBACK FOR MAINTENANCE AND RECTIFICATION

To cover the cost of maintenance or rectification during the guarantee period, the Owner will retain a maintenance security in accordance with the General Conditions.

33. THE GEOTECHNICAL, HYDROGEOLOGICAL AND EXCESS SOIL REPORTS

A Geotechnical Report dated June 18, 2025, prepared by Malroz Engineering Inc., Project No. 1949.00-101, forms part of the Contract Documents. The Contractor shall comply with all recommendations contained therein.

34. ACCESSIBILITY

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

The Consultant/Contractor, and all Subcontractors hired by the Consultant/Contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act as may be amended from time to time.

It is the Consultant/Contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act.

35. ONLY ONE BID RECEIVED

In the event only one submission is received for this project, the Purchasing Manager or his/her designate, along with the Department Head or his/her designate will determine whether or not to proceed with the opening. If in their opinion, using criteria based on the number of bids which might reasonably be expected on a given type of project, additional proposals could be secured, the submission will not be opened and the Proponent advised that the Municipality may be recalling the tender at a later date.

In the event the decision is made to open the document, and after evaluation it is found that the bid is unacceptable, they may follow the procedures to cancel the call.

36. TENDER OPENING

The opening shall be conducted in a public forum and shall take place following the closing deadline. The names of respondent's and the total tender amounts will be read aloud. During the opening the Purchasing Manager or his/her designate shall check for more than one submission under the same bidder's name and submission number. If two tenders are received from the same Bidder and are both properly submitted, the bid with the latest date and time stamp shall be considered the intended bid and shall be processed within the normal manner.

Determination of compliance to mandatory requirements and any subsequent rejections will be completed during the preliminary checking phase.

37. PRELIMINARY CHECKING

Initially all responses will be checked by the Purchasing Manager or his/her Designate to ensure that the standard mandatory criteria has been met. Non-compliance with any of the following **WILL** result in rejection of the bid:

- a) Bid Form must be signed as necessary;
- b) the correct Bid Form must be used;
- c) the tender deposit, if required, is included with submission;
- d) surety consent is included, if applicable;

- e) submissions must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. **The authorized officer signing the tender must initial erasures, corrections or strikeouts;**
- f) the bid is free of restrictions or alterations

If there is an error or incomplete material on any other portion of the bid, then the decision as to whether or not to accept or reject the submission shall be at the discretion of the Department Head or his/her designate and the Purchasing Manager. That decision will be based upon the following considerations:

- a) Is the intention of the bidder clear
- b) Has the bidder made a conscientious attempt to comply with the bid requirements
- c) Is it fair to all bidders to accept the tender or has the bidder gained an unfair advantage

If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.

If both unit price and total price are left blank, then both shall be considered as zero.

Following completion of preliminary checking procedures, bidding infractions shall be noted on the Record of Tenders Opened. This notation must clearly state the reason the bid is noted as incomplete or rejected.

Photocopies of all acceptable submissions will be forwarded to the Department Head or his/her designate for further consideration by the Evaluation Committee.

38. **NO ACCEPTABLE BID OR EQUAL BID RECEIVED**

Where bids are received in response to a bid solicitation but exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised solicitation may be issued in an effort to obtain an acceptable bid unless a subsection of the purchasing policy applies.

The Department Head or his/her designate and the Purchasing Manager jointly may waive the need for a revised bid solicitation and enter into negotiations with the lowest responsive bidder, or the highest responsive bidder for a revenue-driven bid selection emanating from a bid solicitation, under the following circumstances:

- a) The total cost of the lowest responsive bid is in excess of the funds appropriated by Municipal Council for the project or the highest responsive bid revenue is less than approved in departmental estimates where reserved bid amounts exist; and
- b) The Department Head or his/her designate and the Purchasing Manager agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation

Where the total cost of the lowest responsive bid is in excess of the appropriation made by Municipality Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Documents Committee.

The Owner has the right to cease negotiations and reject any offer.

If two equal bids are received, the following items will be taken into consideration:

- i. Prompt payment discount
 - ii. When delivery is an important factor, the bidder offering the best delivery date will be given preference
 - iii. A bidder in a position to offer better after sales service, with a good record in this regard shall be given preference,
 - iv. A bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the Municipality
 - v. All other things being equal, preference will be given to the vendor whose place of business is local, in order of City, Province & Country
- If (i) through (v) do not break the tie, equal bidders shall be entered into a draw. The names of the tied bidders shall be placed in a container and the tender to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the Purchasing Manager or his/her designate, and the bidders shall be notified in order that they may be present.

39. EXCLUSION OF BIDDERS IN LITIGATION

The Owner may, in its absolute discretion, reject a Tender submitted by the bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Municipality, its elected or appointed officers and employees in relation to:

- i. Any other Contract or services; or
 - ii. Any matter arising from the Owner's exercising of its powers, duties, or functions.
- In determining whether or not to reject a quotation, tender or proposal under this clause, the Owner will consider whether the litigation is likely to affect the bidder's ability to work with the Owner, its consultants and representatives, and whether the Owners' experience with the bidder indicates that the Owner is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the bidder.

40. EXCLUSION OF BIDDERS DUE TO PAST POOR PERFORMANCE

The Department Head or his/her designate shall document evidence and advise the Purchasing Manager or his/her designate in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet Contract specifications, terms and conditions or is guilty of Health and Safety violations.

The Director may, at his/her discretion, prohibit an unsatisfactory supplier from bidding on future Contracts with the Owner for a period of up to three (3) years.

41. TENDER AWARD

Providing the project moves forward, if it can be awarded within the approved budget allotment, the Contract will be awarded to the lowest qualified bidder determined by total Contract price (including provisional items). In the event that all bids are over budget, award will be delayed pending approval of additional fund allocation by Council. Failure to receive approval for additional funds through that process will result in award being made to the lowest qualified bidder of core items only. Once the lowest qualified bidder has been identified using the above criteria, the Owner reserves the right to include all of the provisional items, some of the provisional items, or none of the provisional items at any time during the award or construction process.

42. CONTRACT AWARD/CONTRACT EXECUTION AND PERFORMANCE

If the Tender Call can be awarded within the confines of the Council pre-approved budget amount and the scope of the project, approval at Department Head level is sufficient to proceed with official award. If a Tender Call is to be awarded to other than the lowest qualified bidder, the decision must be approved at Committee level prior to award. If at the discretion of the Committee and Department Head or his/her designate, it is deemed appropriate to defer final decision for any award to full council, they may do so.

Once a recommendation has been made for award, the Purchasing Manager his/her designate shall without undue delay send a "Notification of Intent to Accept" to the highest ranked bidder advising that his/her bid has been recommended for award.

The successful bidder has ten (10) working days from official notification to produce evidence of appropriate insurance, performance surety's if applicable, executed Contract or agreement etc. to the Purchasing Manager. Under no circumstance will the successful bidder commence work until the appropriate documentation has been submitted and acknowledged by the Municipality. Non-compliance will result in a stop work order. Failure to submit compliant required documentation may lead to forfeiture of the bid deposit and the next highest bidder may be offered the job.

If a formal Contract other than the agreement in the bid document is required, it shall be prepared in triplicate by the Purchasing Manager/Designate and forwarded to the Contractor for execution.

Once the Contracts, bonds, et cetera, of the awarded bidder have been signed and found acceptable, bid deposit cheques will be returned to all parties.

If the Contract has been awarded and the successful bidder fails to provide a Contract bond, cash or other acceptable collateral within the specified time, the Department Head or his/her designate and the Purchasing Manager or his/her designate may grant additional time to fulfill the necessary requirements or may recommend one of the following:

- That the Contract shall be awarded to the next best responsible bidder
- That the Contract shall be cancelled

In either of the above cases, the deposit cheque of the successful bidder shall be forfeited. If the Contract is to be awarded to the next best responsible bidder, his/her deposit cheque shall be retained until he/she has actually completed the Contract to the satisfaction of the Department Head or his/her designate.

If the next best responsible bidder fails or declines to execute the Contract if awarded to him/her, his/her deposit shall also be forfeited.

43. ACCESS TO INFORMATION

The disclosure of information received relevant to the issue of a bid solicitation or the award of Contracts emanating from bid solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to RFP's, tenders and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organizations;
- Result in similar information no longer being supplied to the Municipality where it is in the public interest that similar information continue to be so supplied;
- Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Municipality.

Tender openings are conducted in a public forum. The names of respondents submitting bids and total bid amounts will be announced.

44. DISPUTE RESOLUTION

Wherein the spirit of this policy is to promote a sense of fairness and transparency, in the event of possible dissatisfaction, the following process will be followed in order:

- i. The vendor would be required to submit in writing to the Purchasing Manager, a notice clearly stating Contract details and nature of perceived problem.
- ii. The Purchasing Manager would respond to same in writing and attempt to provide the information requested.
- iii. Should the vendor still not be satisfied, a meeting between the vendor, Purchasing Manager and appropriate Department Head or his/her designate will be scheduled to further discuss the issues and debrief the vendor with regards to his/her bid submission evaluation. (Information regarding the scoring of other proponents is confidential and will not be discussed)
- iv. If articles (i –iii) does not lead to a resolution, the decision may be referred to Council if deemed appropriate.

END OF SECTION

TENDERER'S CHECKLIST

All Tenderers shall complete the submission checklists and include in the corresponding submission. Refer to Part A – Information for Tenderers for closing date and time for each submission.

SUBMISSION CHECKLIST

1. Completed 'Form of Tender' Yes
2. Completed 'Schedule 1 – Schedule of Items and Prices' Yes
3. Completed 'Agreement to Bond' Yes
4. Completed 'Statutory Declaration Re Tender' Yes
5. Completed 'Statement A – Qualification of Tenderers Staff' Yes
6. Completed 'Statement B – Proposed Major Construction Equipment' Yes
7. Completed 'Statement C-1 – List of Proposed Subcontractors' Yes
8. Completed 'Statement C-2 – List of Proposed Major Suppliers' Yes
9. Completed 'Statement D – Respondent Identification' Yes
10. Acknowledgement of Addenda Yes

Submission Checklist Form (to be completed by Tenderer)

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Town of Gananoque
ELMWOOD WATERMAIN EXTENSION

From:

.....
.....
.....
.....

(Name and Address of Tenderer)

I/We, the undersigned, hereby offer and agree to furnish all required labour, materials, equipment and supervision and to execute the work set out in the Tender Documents, including all Addenda, and including all fees, permits, and taxes, but excluding HST, for the Stipulated Price of the core bid only. (This number shall match line A in Schedule 1 – Schedule of Items and Prices).

.....
..... DOLLARS
\$ (.....)

2. .1 I/We acknowledge receipt of and have included for in our Stipulated Price the requirements of the following Addenda:
- Addendum No.dated
 - Addendum No.dated
 - Addendum No.dated
 - Addendum No.dated
 - Addendum No.dated
3. .1 I/We declare that this Tender is made without knowledge, comparison of figures or arrangement with any other Company, Firm or Person making a Tender for this same work and that no officer or employee of the Owner has any direct or indirect interest in the performance or work of this Contract.
- .2 I/We further declare that no member of the Municipal Council and no officer or employee of the Ministry or of the Crown or of the Consultant 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.

.3 I/We recognize the right of the Owner to reject any or all Tenders and to waive informalities as the interests of the Owner may require.

.4 I/We have attended the mandatory site meeting visited and carefully examined the site of the work and have satisfied and informed myself/ourselves as to all the existing conditions, limitations and difficulties which may arise and govern the completion of the work.

4. I/We agree that, if this Tender is accepted by the Owner,

- 1) I/We 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 Owner in accordance with the Contract;
- 2) the carrying out of any work referred to in paragraph 1) above or the issuance by the Owner 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 Owner or any of the rights of the Owner or of the Consultant under the Contract;
- 3) I/We will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as expressly modified by all Contract Change Orders issued by the Owner 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 Owner.

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 the General Conditions.

I/We agree that we are not entitled to payment of the Contingency Allowance except for additional work carried out in accordance with the Contract and only to the extent of such additional work, as authorized by the Owner in writing.

5. .1 I/We include herewith the following documents:

- .1 I/We agree to furnish to the Owner copies of all required Subcontractor Performance Bonds and Labour and Material

Payments Bonds forthwith upon execution of subcontracts with our Owner-approved subcontractors and further agrees that no payment will be due and payable for work done by any subcontractor whose work is required to be bonded until such time as the required bonds have been filed with the Owner.

- .2 I/We agree that, if so requested in writing by the Owner, we will enter into a Contract with the Owner based upon our Tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. I/We further agree that any request by the Owner as indicated above is not and shall not be deemed to be a counter offer by the Owner.
 - .3 A Bid Bond or Certified Cheque in the amount of 10% of the bid made payable to the Owner. I/We understand that this Bid Security will be returned to me/us following the award of a Contract, if this Tender is not accepted by the Owner, or, if this Tender is accepted by the Owner, following my/our execution of the Agreement
 - .4 An Agreement to Bond from an approved surety company licensed to carry on business in the Province of Ontario.
- .2 I/We agree to submit a List of Proposed Subcontractors, as specified, within 24 hours of Tender closing.
6. .1 I/We agree to hold this Tender in full force and effect for a period of 120 days from the closing date for Tenders and agree that if my/our Tender is revoked during this period, my/our Bid Security will be forfeited to the Owner to use for his purposes.
- .2 I/We agree, if this Tender is accepted, to execute the specified Agreement and provide the specified Bonds within ten (10) days of notification by the Owner to do so.
 - .3 I/We agree that within seven (7) days after written authorization from the Consultant to proceed, I/We will commence the work, assembling all necessary labour forces and equipment on the site, and will continue the work with the utmost diligence until completion.

I/We agree to have the works "**Substantially Performed**" by **Sept 30, 2026**, based on a Commence Work Order date that is no later than May 20, 2026. Should the Commence Work Order be issued following that date, the date of Substantial Performance shall be extended by the same number of days.

I/We agree that we will furnish the Owner a copy of the latest financial statement within 4 days after being requested to do so by the Owner.

The "Agreement to Bond" of the, a company lawfully doing

SCHEDULE 1

BID FORM

SCHEDULE OF ITEMS AND PRICES

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	Removal of Existing Concrete Curbs	LM	40		
2	Removal of Existing Asphalt Pavement	SM	260		
3	Removal of Existing Fire Hydrants	EA	1		
4	Watermain Removal	LM	172		
5	Asphalt Milling	SM	40		
6	Cap and Grout Existing Watermain	CM	15		
7	HL3 for Roadways (50 mm)	T	60		
8	HL4 for Roadways (50 mm)	T	60		
9	Imported Earth Fill (Phase 1)	CM	565		
10	Granular 'A' (150 mm depth) - Road Granular	T	500		
11	Granular 'B' Type II (300mm depth) - Road Granular c/w geogrid	T	975		
12	Concrete Curb and Gutter	LM	37		
13	Reinstate asphalt markings (Solid Yellow Lines)	LM	25		
14	Reinstate asphalt markings (Solid White Lines)	LM	25		
15	Reinstate asphalt Markings (Stop Bar)	LM	10		
16	Grade ditch and tie-in to existing	LS	1		
17	150mmø Watermain	LM	10		
18	200mmø Watermain	LM	6		
19	300mmø Watermain	LM	161		
20	150mm Gate Valve	EA	1		

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
21	200mm Gate Valve	EA	1		
22	300mm Gate Valve	EA	3		
23	300mm Insertion Valve	EA	1		
24	Fire Hydrants (c/w lead & valve)	EA	1		
25	300mm Watermain Tie-in to Existing	EA	2		
26	150mm Watermain Tie-in to Existing	EA	1		
27	Concrete Barrier (OPSD 911.143)	EA	4		
28	Traffic Control	LS	1		
29	Dust Suppressant	LS	1		
30	Erosion & Sediment Control	LS	1		
31	Lump Sum for Other Requirements	LS	1		
32	Contingency	LS	1		
TOTAL TENDERED AMOUNT (Excl. H.S.T.)					\$

(A) Total Unit Rate Sum \$.....

(B) Total Price (excluding HST) \$.....

AGREEMENT TO BOND

**

Date: 2026

Town of Gananoque
30 King St. E.
Gananoque, ON K7G 1E9

Dear Sirs/Madams:

Re: ELMWOOD WATERMAIN EXTENSION

In consideration of the Town of Gananoque (hereinafter referred to as "the Owner") accepting the Tender of and executing and Agreement with:(hereinafter referred to as "the Tenderer") for the construction of: Elmwood Watermain Replacement subject to the express conditions that the Owner receive the Performance Bond and the 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 50% of the Contract price or other such greater amount as may be determined by the Owner, in the 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 ten (10) 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. Of the two forms bound herein, one shall become a part of the Tender and the other shall be retained by the Surety Company.

** **Enter the name and address of the Surety Company at the top of the page.**

STATUTORY DECLARATION RE TENDER

JLR PROJECT NO. JLR 33601-000

CONTRACT FOR ELMWOOD WATERMAIN EXTENSION

DOMINION OF CANADA

IN THE MATTER of a Proposed Contract
for the Construction of:
Town of Gananoque
Elmwood Watermain Extension
in the ***Town of Gananoque***
in the Province of Ontario.

TO WIT

..... DO SOLEMNLY SWEAR THAT the several
matters stated in the foregoing Tender are in all respects true, AND
..... make this solemn declaration, conscientiously
believing it to be true, and knowing that it is of the same force and effect as if made
under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at

the)
.....)
.....)
of)
in the County of)
.....)
this, day of
....., 2026)

.....
Tenderer

.....
Commissioner, etc., (or Notary Public)

Section 2 of the General Conditions requires that the Tenderer complete and submit this
declaration with his Tender. Failure of the Tenderer to include the properly completed
Statutory Declaration with his Tender may result in the Tender being ruled invalid by the
Owner.

STATEMENT 'A'

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF TO BE EMPLOYED ON THIS CONTRACT.

Name	Appointment ⁽¹⁾	Years of Experience
General Contractor's Project Manager		
General Contractor's Site Foreman		
Electrical Contractor's Project Manager		
Electrical Contractor's Site Foreman		

(1) Substitution must be approved by the Owner.

STATEMENT 'B'

PROPOSED MAJOR CONSTRUCTION EQUIPMENT TO BE UTILIZED ON THIS CONTRACT.

EQUIPMENT/AVAILABLE:

.....
.....
.....
.....
.....
.....
.....
.....

EQUIPMENT/TO BE RENTED:

.....
.....
.....
.....
.....
.....
.....
.....

EQUIPMENT/TO BE PURCHASED:

.....
.....
.....
.....

STATEMENT 'C-1'

LIST OF PROPOSED SUBCONTRACTORS

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 subtrades has been printed below. The Tenderer shall make an entry against each possible subtrade 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 proposed to sublet a part of the work which is not listed below, the Tenderer shall add the subtrade and the proposed subcontractor's name to the list.

FAILURE BY A TENDERER TO COMPLY WITH THE FOREGOING REQUIREMENTS MAY RESULT IN THE TENDER BEING DISQUALIFIED BY THE OWNER.

<u>SUBTRADE SUBCONTRACTORS</u>	<u>PROPOSED</u> ⁽¹⁾	<u>VALUE OF SUBCONTRACT</u> ⁽²⁾
Concrete	_____	_____
Civil	_____	_____
Dewatering	_____	_____
Paving	_____	_____
Other	_____	_____
Other	_____	_____

(1) Enter full legal name of subcontractor.

(2) Value of Subcontract entered shall be for the core bid only.

STATEMENT 'C-2'

LIST OF PROPOSED MAJOR EQUIPMENT SUPPLIERS

The information for Tenderers requires the Tenderer to list on this Statement Sheet the name of each proposed major equipment suppliers. For the Tenderer's convenience and to ensure that a complete list is submitted with the tender, a list of possible major equipment has been printed below. The Tenderer shall make an entry against each possible equipment listed either by naming the proposed equipment supplier. No blank spaces are to be left.

FAILURE BY A TENDERER TO COMPLY WITH THE FOREGOING REQUIREMENTS MAY RESULT IN THE TENDER BEING DISQUALIFIED BY THE OWNER.

<u>NAME OF EQUIPMENT</u>	<u>PROPOSED</u> ⁽¹⁾	<u>VALUE OF EQUIPMENT SUPPLY</u> ⁽²⁾
Watermain		
Asphalt		
Granular		
Concrete		

(1) Enter full legal name of equipment supplier.

(2) Enter value only if equipment is listed as no "or-equal" or substitute products allowed.

STATEMENT 'D'

RESPONDENT IDENTIFICATION

RESPONDENT:

Company Name

Address

Telephone Number

Fax Number

Email Address

Name of Person Signing

Position of Person Signing

Signature

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this Contract.

This section will form part of the Contract.

GC.1 O.P.S.S.

- 01) OPS General Conditions of Contract, OPSS.MUNI.100, are to form part of this Contract, although they are not included.
- 02) The Municipal-Oriented OPS Volume 7 - OPS General Conditions of Contract and General & Construction Specifications may be obtained through ONTARIO PUBLICATIONS.

END OF SECTION

This section will form part of the Contract.

SGC. 1 Definitions

- 01) GC 1.04 shall be amended to modify the definition of “Contract Administrator” to include as a second sentence the following;
The terms “Contract Administrator” and “Engineer” shall be used interchangeably.
- 02) GC1.04 shall be amended to change the definition of “Contract Time” which shall be as follows:
Contract Time: means the time stipulated within the contract documents for Completion of the Work as defined in the Construction Act, including any approved extension of time pursuant to the Contract Documents.
- 03) GC 1.04 shall be amended to change the definition of “Extra Work” which shall be as follows:
Extra Work: means unanticipated work not provided for in the Contract as awarded or contingent work as set out in the Bid Form but, in either case, approved pursuant to GC 3.11 and considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope, including unanticipated work required to comply with legislation and regulations which affect the Work.
- 04) GC 1.04 shall be amended to add a definition for “Inspector” as follows:
Inspector: The Contract Administrator may appoint Inspectors of Record and Inspector’s Assistants. The Inspectors of Record, or in their absence Inspector’s Assistants, shall represent the Contract Administrator at the work site. Unless stated otherwise the Inspectors of Record shall also be responsible for recording work progress and drafting Payment Certificates for the Contract Administrator.
- 05) GC 1.04 shall be amended to add a definition of “Provisional Item” as follows:
Provisional Item: Provisional items are identified works which may or may not be required in the performance of the Contract. Work under, and payment for, a provisional item shall be at the direction of the Engineer. Quantities associated with provisional items as indicated on the bid form are estimates only and are subject to change at the sole discretion of the Engineer. Provisional items and associated quantities are not subject to GC.8.01.02. Should the Contractor be directed to perform works identified for payment as “Provisional Items”, an application under GC.3.06 for an extension of Contract time may be submitted.
- 06) GC 1.04 shall be amended to change the definition of “Superintendent” which shall be as follows:
Superintendent: means the Contractor’s authorized representative in responsible charge of the work. The superintendent shall be in attendance at the place of Work while the construction is being performed. The superintendent shall not be changed except for valid reason upon written notice and upon the consent of the Owner.

- 07) GC 1.04 shall be amended to change the definition of “Warranty Period” which shall be as follows:

Warranty Period: means the period of 24 months from the date of Completion or such longer period as may be specified for certain Materials or some or all of the Work.

SGC. 2 Substantial Performance

- 01) GC 1.04 shall be amended to add a definition of “Ready for use” as follows:

The work shall not be considered ready for use in relation to “Substantial Performance”, or being used for the purpose intended until:

- (a) *All utility services are being used for the purposes intended;*
- (b) *All sidewalks and curbs have been constructed or restored;*
- (c) *All road surfaces have been constructed to base asphalt;*
- (d) *All restoration of private property is completed;*
- (e) *Grassed areas on public property are rough graded; and*
- (f) *An inspection of the project will be conducted by the site inspector and the Contractor’s representative to establish a complete list of deficiencies. A copy of deficiency list will be forwarded to the Contract Administrator and the Contractor.*

SGC. 3 Reliance on Contract Documents

- 01) GC 2.01.01 shall be amended by the deletion of the text and replacement with the following:

- (a) *The subsurface information provided on the Contract Drawings is for reference purposes only. The information shall not be considered to be an accurate identification of the underground services.*
- (b) *The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Corporation. It is, however, the Contractor’s responsibility to identify and contact the appropriate agencies for further information in regard to the exact nature and location of all utilities and to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.*

SGC. 4 Order of Precedence

- 01) GC 2.02.01 is amended to provide an amended order of precedence under that section as follows:

- (a) *Agreement*
- (b) *Addendum*
- (c) *Instructions to Bidders*
- (d) *Special Provisions*
- (e) *Contract Drawings*
- (f) *Ontario Provincial Standard Specifications and Drawings*

- (g) *Bid Form*
- (h) *Supplemental General Conditions*
- (i) *OPSS.MUNI 100 General Conditions of Contract*
- (j) *Working Drawings*

SGC. 5 Contract Administrator

- 01) GC 3.01 shall be amended such that GC 3.01.01 shall be amended to add the following as final sentence:

The Contract Administrator for this project will be an Engineer or designate from the Corporation. Inspectors of Record and Inspector's Assistants will be named by the Contract Administrator.

SGC. 6 Layout Information

- 01) GC 3.05 shall be amended such that GC 3.05.02 shall be deleted.

SGC. 7 Extension of Contract Time

- 01) GC 3.06 of the General Conditions are amended to add the following as an additional section GC 3.06.06:

In addition, if the Contractor is delayed in the completion of the work by reason of:

- (a) *Any breach of contract or prevention by the Owner, by any other Contractor of the Owner or by any employee of any one of them.*
- (b) *Non-delivery of materials supplied by the Owner.*
- (c) *Any cause beyond the reasonable control of the Contractor as substantiated by him to the satisfaction of the Contract Administrator.*

In such a case, the time of completion may be extended on such terms and for such period as shall be determined by the Contract Administrator in his or her sole discretion, and notwithstanding such extension, time shall continue to be deemed of the essence in the performance of this contract.

SGC. 8 Delays

- 01) GC 3.07 of the General Conditions are amended to add the following as an additional section GC 3.07.05:

Time is of the essence of this contract.

- 02) GC 3.07 of the General Conditions are amended to add the following as an additional section GC 3.07.06:

If the times specified in this contract are 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 insure that the work will be completed within the 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.

SGC. 9 Continuanace of Work

- 01) GC 3.13.01 of the General Conditions are amended to add the following as an additional section GC 3.13.01.02:
Working time shall be charged until the date of completion of the work as set out in the Certificate of Completion issued in accordance with GC8.02.03.06.

SGC. 10 Claims Procedure

- 01) GC 3.13.03 shall be amended such that GC 3.13.03.03 shall be deleted and replaced with the following:
The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such additional/other/longer time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:
- a) Be submitted organized and complete;*
 - b) Identify the item or items in respect of which the claim arises;*
 - c) State the grounds, contractual or otherwise, upon which the claim is made;*
 - d) Include the Records maintained by the Contractor supporting such claim; and*
 - e) Provide a formal and complete description of facts and contractual rational for supporting the claim.*

SGC. 11 Material

- 01) GC 5.01 shall be amended such that GC 5.01.01 shall be amended to state:
All Materials necessary for the proper completion of the work, other than Materials so indicated elsewhere, shall be provided by the contractor. The payment provided in the Contract shall be deemed to include full compensation for the supply and delivery of such Materials.
- 02) GC 5.02 shall be amended such that GC 5.02.01 shall be amended to add as a second sentence:
Materials purchased for other works or other such surplus material shall not be used in this contract.
- 03) GC 5.02 of the General Conditions are amended to add the following as an additional section GC 5.02.10:
Materials shall be delivered directly to the work site from the supplier.
- 04) GC 5.02 of the General Conditions are amended to add the following as an additional section GC 5.02.10:
Excess material shall be disposed of in accordance with OPSS 180. Site Selection Notification Forms OPSF 180-1 and OPSF 180-2 must be submitted to the Contract Administrator forty-eight (48) hours in advance of material

disposal or stockpiling. Property Owner Release Form 180-3 must be submitted before application is made for Substantial Performance.

SGC. 12 Contractor's Insurance

- 01) GC 6.03.01 of the General Conditions are amended to add the following as an additional section GC 6.03.01.03:

Each policy of insurance described herein shall also include a Cross Liability clause as follows:

It is understood and agreed between the Insured and the Insurer that the inclusion of more than one Corporation, person, organization, firm or entity as Insured under this policy shall not in any way affect the rights of such Corporation, person, organization, firm or entity either as respects of any claim, demand, suit or judgment made, brought or recovered by or in favour of any other Insured or shall protect each Corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the Insurer's Liability as set forth elsewhere in this policy beyond the amount or amounts for which the Insurer would have been liable if only one person or interest had been named as Insured.

- 02) GC 6.03.01 of the General Conditions are amended to add the following as an additional section GC 6.03.01.04:

All subcontractors shall provide insurance coverage as detailed in GC 6.03. This shall be in the amount of \$5,000,000 and shall be in the name of the General Contractor. Proof of such coverage shall be provided before the sub-contractor starts work at the site.

- 03) GC 6.03.02 of the General Conditions are amended to add the following:

General Liability Insurance

The policy shall have a deductible of up to \$25,000 and the form of the insurance shall be the Insurance Bureau of Canada Form 2100 or such other form that the owner shall provide.

- 04) GC 6.03.05 of the General Conditions are amended to add the following as an additional section GC 6.03.05.05:

Owner's Protective Property Damage Liability Insurance

The policy shall have no exclusion pertaining to shoring, explosion, collapse, underground damage, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.

SGC. 13 General

01) GC.7.01 shall be amended to include (additional):

The parties acknowledge that during the term, staff and officials of the Municipality and other appropriate government officials may be required to enter the place of work to:

- (i) *maintain infrastructure which is not related to the project,*
- (ii) *create safe work environment for the project through protecting or otherwise managing the infrastructure not related to the project*
- (iii) *undertake work on an emergency basis*
- (iv) *undertake quality control oversight where acting as an approval authority or*
- (v) *For any another authorized and appropriate municipal purpose. The Contractor shall permit and co-ordinate the entering of the place of work by such authorized staff to allow entry for such purposes and shall record, retain and report on all incidents of entry of this nature.*

The parties acknowledge that the entering into of the place of work by staff and officials of the Municipality of which shall be administered solely by the Contractor as part of its control of the place of work in accordance with its obligations pursuant to this Agreement and under law.

02) GC.7.01.03 shall be amended to include (additional)

.06 The Contractor is responsible for the costs associated with tools, site supplies, office supplies, elevating platforms, trailers, etc. as needed to maintain social distancing requirements as mandated by all authorities having jurisdiction.

.07 The Contractor is to report immediately to the site personnel, visitors, suppliers, Owner, Consultant and Others as needed if a worker advises of exposure or confirmed contact with COVID-19. The Contractor will provide a risk assessment and identify the proposed actions to be taken to reduce the risk of further contact and exposure to the virus and to protect the safety of the workers.

.08 The Contractor is responsible for all noted items and other COVID-19 health and safety practices established by the Ministry of Labour, all Public Health Authorities and applicable laws on the execution date of the Agreement.

SGC. 14 Contractor's Representatives

01) GC 7.01.05 shall be amended such that GC 7.01.05.01 shall read:

The Contractor shall have an authorized representative on the site while any work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted at any time to deal with matters relating to the Contract, and update as necessary. All proposed changes to the

representatives from those supplied in the contractor's original bid or proposal submission must be supplied to the owner in writing accompanied by rational for modification and qualifications of proposed representatives. All proposed representative modifications must be approved by the owner.

SGC. 15 Monuments and Layout

01) GC 7.02.01 shall be deleted and replaced with the following:

Prior to commencement of construction, the Contract Administrator shall establish on site those Control Monuments that may be used to lay out the Work. The Contractor shall provide forty eight (48) hours advance notice to permit appropriate scheduling. The Contractor shall locate on site those Monuments that delineate the Working Area. Property Monuments shall be inventoried by the Contractor in the report format required by the Owner.

SGC. 16 Working Area

01) GC 7.03 shall be amended such that GC 7.03.01 shall be amended to add as a second sentence:

This shall include the supply and maintenance of appropriate waste receiving receptacles at the place of Work.

SGC. 17 Maintaining Roads and Detours

01) GC 7.06 shall be amended such that GC 7.06.11 shall be amended to add as a second sentence:

Independent of any steps taken by the Corporation, it shall be the Contractor's responsibility to investigate, administer and resolve any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Corporation unless an extension is provided by the owner in writing.

02) GC 7.06 of the General Conditions are amended to add the following as an additional section GC 7.06.12:

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 shall be used together with sufficient water to prevent the incidence of dust. The cost of all such preventative measures shall be borne by the Contractor.

03) GC 7.06 of the General Conditions are amended to add the following as an additional section GC 7.06.13:

- (a) *Traffic control on this contract is the sole responsibility of the contractor.*
- (b) *All traffic control shall conform to "Traffic Control Manual for Roadway Work Operations, Field Edition" issued by the Ministry Of Transportation of Ontario.*

- (c) *Traffic control persons used on this Contract shall follow and abide with the procedures outlined in the pamphlet entitled "Handbook for Construction Traffic Control Persons" issued by the Construction Safety Associations of Ontario.*
- (d) *Traffic controls shall be operational before work affecting traffic begins. The Contractor shall maintain a "Traffic Control Plan" meeting the requirements of the "Occupational Health and Safety Act and Regulations" at all times.*
- (e) *During the course of these works, the use of temporary precast concrete barriers (Jersey barriers) conforming OPSD 911.140, 911.150, 911.160 or equivalent, may be a requirement.*
- (f) *The Contractor shall ensure that, on any roads not closed by city ordinance, at least one half of the travelled portion of the road shall be kept open at all times. Roadways that are not closed to vehicular traffic, during the course of these works, shall be kept free of surface contaminants and debris, including but not limited to mud, oil, lubricants, excavated materials, etc. The above also applies to roads that are closed by city order, but remain open to local traffic only.*
- (g) *The Contractor shall maintain vehicular access to all properties within the construction area at all times during construction. The Contractor may be permitted to temporarily block normal vehicular access to the properties and respective parking lots, as approved, if the Contractor can either provide alternative or limited access or assistance in deliveries which is acceptable to the respective property owners. All such arrangement and provisions must be approved by the Corporation in writing.*
- (h) *All pedestrian traffic within the Contract limits must be maintained at all times during construction. Advanced construction signs shall be supplied, erected and maintained by the Contractor as directed by the Contract Administrator. The Contractor shall completely enclose all open excavations with all appropriate fencing, equipment, etc. at the end of each day's operation. The Contractor shall also erect suitable barricades and signs, where construction is proceeding adjacent to the travelled lanes.*
- (i) *Accessibility, for people who have mobility issues, within the construction limits must be considered at all times. Examples include, but are not limited to, wheelchairs, scooters, walkers, etc., that must be considered to ensure areas are accessible as possible. Items such as ramping over temporary piping or other appurtenances, temporary ramping from unfinished road surfaces to sidewalks must be provided. All temporary walks and/or bridges must be a minimum of 1.5m wide.*
- (j) *No extra compensation shall be paid to the Contractor under this Contract for performing work in accordance with the requirements described under the heading "Maintenance of Traffic". This shall also apply to bypass roads and subsequent restoration.*

SGC. 18 Approvals and Permits

- 01)** GC 7.08 of the General Conditions are amended to add the following as an additional section GC 7.08.03:

The Contractor shall file a notice of project with the Ministry of Labour and the appropriate documentation must be kept on site.

SGC. 19 Suspension of Work

- 01) GC 7.09 of the General Conditions are amended to add the following as additional sections GC 7.09.02 and GC 7.09.03:
- (a) *Should the work be suspended for any cause, the Contractor shall provide protection for any part of the Work likely to become damaged during the interim between work stoppage and work resumption. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor for this work providing that the suspension was not issued as a result of an action or fault of the Contractor, or any person employed or engaged by the Contractor directly or indirectly.*
 - (b) *The Contractor shall provide the Owner with prompt written notice of any actual or anticipated labour dispute which may reasonably be expected to affect the performance of the work.*

SGC. 20 Obstructions

- 01) GC 7.13 of the General Conditions are amended to add the following as an additional section GC 7.13.04:
- (a) *The purveyors of utilities shall be contacted by the Contractor. Where municipality is the purveyor, the Contractor shall arrange utility locates through them.*
 - (b) *No excavation shall take place without the locate marks being clearly visible.*
 - (c) *All restrictions indicated on the Locate Sheet provided by the purveyor of the underground service shall be observed. The Contractor shall assume the liability for the protection of all utilities at the job site during the time of construction.*
 - (d) *No claims will be considered which are based on delays or inconvenience resulting from the relocation of existing plant not being completed before the start of this Contract.*
 - (e) *The Contractor is responsible for the full cost of repair or restoration of all damage to all work or property where the Contractor damages the work or property. If this repair or restoration is performed by the municipality personnel, the Contractor will be charged a minimum of \$750.00 (plus applicable taxes) per repair. If actual costs exceed this amount, the actual costs will be charged.*

SGC. 21 Warranty

- 01) GC 7.16 shall be amended such that GC 7.16.02 shall read:
- (a) *Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects of deficiencies in the Work that appear, prior to and during the period of 24 months from the date of Completion of the Work, as set out in the Certificate of Completion.*

- (b) *Such longer periods as may be specified in the Contract Documents for certain Materials of some of the Work.*
- 02) GC 7.16 of the General Conditions are amended to add the following as an additional section GC 7.16.04:
- (a) *Where any aspect of the Work is replaced or repaired under the Warranty, the warranty period for the replacement or repaired material shall renew and run from the date of the replacement or repair.*
 - (b) *The Contractor guarantees that with ordinary wear and tear, the work done under this Contract shall, for the period provided in this Contract, remain in such condition as will meet with the approval of the Corporation and to the Corporation's satisfaction make good, in a permanent manner, any imperfections therein due to workmanship or materials used in the construction thereof. The decision of the Corporation is to be final as to the nature and cause of such imperfections and the necessity for remedying the same. Should the Contractor fail to comply with the directions of the Corporation, the latter may, after giving the Contractor twelve (12) hours written notice, perform the necessary work as provided herein and deduct from the contractor's payment any and all costs incurred. The term of Guaranteed Maintenance shall be computed from and commence on the date of completion shown on the Completion Certificate and shall continue until 24 months from the date of completion.*

SGC. 22 Advance Payments for Material

GC 8.02.03.01 shall be amended to delete the first paragraph in its entirety and replace it with;

The Owner may, at its sole discretion, make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:

SGC. 23 Progress Report and Payments

01) GC 8.01.01.01 shall be removed and replaced with:

The Contract Administrator will require a complete and updated progress report to be completed by the contractor, based on the timelines defined in this paragraph. Each progress report must illustrate progress already completed based on the goods and/or services already rendered. A complete and updated progress report must be submitted no later than 48 hours after the 20th day of each month for the goods and services rendered in the first 20 days of the same month. The final progress report must be submitted no later than 24 hours after the last day of each month for additional goods and services rendered within the remaining days of the same month. If applicable the progress report must clearly illustrate any changes to the initial report for the goods and/or services rendered within the first 20 days of the same month. All progress reports must be in the same format and in that agreed

upon with the Contract Administrator. The monthly invoice must be submitted along with the second and final progress report.

Upon receipt of each progress report the Contract Administrator will begin validating its accuracy. The Contract Administrator will report to the Contractor any known discrepancies in an effort to resolve them as soon as possible. The Contract Administrator and the Contractor may resolve the discrepancy prior to initiating the escalation process. If both parties are indeed able to resolve the discrepancy then, if applicable, the contractor must provide an updated progress report and an updated invoice to ensure a proper invoice is submitted and thus the timelines of the Construction Act will restart from the date the updated invoice is received.

The Contractor and/or the Contract Administrator may initiate the escalation process at any given time should the discrepancy require it for resolution. As required by the escalation process, the Contract Administrator and/or the Contractor are required to provide an updated progress report in the same and approved format clearly illustrating the disputed amount. Upon initiation of the Escalation process the Contract Administrator and the Contractor will ensure compliance with the timelines defined in the Construction Act. The Contract Administrator will ensure payment of the proper invoice minus the disputed amount in accordance with the timelines defined in the Construction Act.

02) GC 8.02.04.01.01 shall be amended to read:

The value of the Work performed and Material supplied shall be calculated by the Contractor and submitted in the form of a Proper Invoice in accordance with clause GC 8.01.01. Progress Payments shall be made on a monthly basis unless specified otherwise in the Contract Documents

03) GC 8.02.04.01.01 shall be amended to add:

.01 A Proper Invoice shall include at a minimum the following:

- a) Contractors name and address*
- b) Date of proper invoice*
- c) Period in which the services or materials were supplied*
- d) Information identifying the contract*
- e) Description, including quantity where appropriate, of the services or materials that were supplied*
- f) The amount payable, identifying appropriate holdbacks as identified in the Construction Act and/or elsewhere in this document.*
- g) Payment terms*
- h) Name, title, telephone number and mailing address of the person to whom payment is to be sent if different then contractors name and address (ie a head office, etc)*
- i) Any other information that may be prescribed elsewhere in this contract*
- j) An updated project schedule meeting the requirements of SPG 8.*

All invoices greater than \$150 are required to meet the requirements of the Canada Revenue agency as shown on their website:

<https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/rc4022/general-information-gst-hst-registrants.html>

- .02 *A progress payment certificate shall be issued by the Project Administrator and shall include the following;*
 - a) *Period in which the services or materials were supplied*
 - b) *Information identifying the contract*
 - c) *The total amount payable based upon the Proper Invoice*
 - d) *The total amount of holdbacks*
 - e) *Any disputed amount*
 - f) *Information identifying the contract*
 - g) *Name and signature of the Payment Certifier*
- .03 *One copy of the progress payment certificate shall be sent to the Contractor*
- .04 *Payment will be made in accordance with the provisions of the Construction Act.*
- .05 *The Owner shall retain from funds owing under the Contract, the statutory holdbacks required under the Construction Act.*
- 04) GC 8.02.04.04 shall be amended such that 8.02.04.04.01 shall read:
Upon the substantial performance of all work as defined by the Construction Act and GC 1.04, the Contractor may apply for a Certificate of Substantial Performance. Upon application by the Contractor, the Contract Administrator, if satisfied in his or her sole discretion as to the state of substantial performance and other requirements of the application, will issue a Certificate of Substantial Performance. As part of the application process, the Contractor shall hold a final inspection with the Corporation as proof that all works have been completed.
- 05) GC 8.02.04.04 shall be amended such that GC 8.02.04.04.03 shall read:
Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, R.S.O. 1990, c. C.30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- 06) GC 8.02.04.07 shall be amended such that GC 8.02.04.07.02 shall read:
The Completion Payment Certificate shall set out in detail,
 - a) *Measurement and value of Work at Completion;*
 - b) *The amount of the further statutory holdback based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to above;*
 - c) *The amount of maintenance security required; and*
 - d) *The amount due the Contractor.*

SGC. 24 Payment on a Time and Material Basis

- 01) GC 8.02.04.04 of the General Conditions is amended shall be amended by the deletion of the text and replacement with the following;

- (a) *The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to \$3,500, then at 120% of any portion of the Cost of Labour in excess of \$3,500.*

SGC. 25 Provisions for Identifying and Managing the Discovery of Human Remains and/or Archaeological Features of Significance – Licensed Archaeologists

- 01) GC 8.02.05.06.02 Standby Time of the general Conditions shall be amended to include:
 - (a) *The municipality may provide a Licensed Archaeologist for the purpose of identification of human remains and/or archaeological features of significance, during the project. The Licensed Archaeologist may be on site during times in which excavation is occurring. The Licensed Archaeologist has the right to suspend work at any time that he/she feels necessary due to conditions encountered during construction.*
 - (b) *Any work stoppage by the Licensed Archaeologist accounting for less than 15 minutes will not be compensated for. Any work stoppage by the Licensed Archaeologist that lasts longer than 15 minutes may be charged. The Cost of Labour of operators or associated labourers who cannot be otherwise employed during the standby period or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis will be compensated for up to a maximum of 2 hours.*
 - (c)
 - (i) *In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Tourism, Culture and Sport (416-314-7132) must be immediately contacted.*
 - (ii) *In the event that human remains are encountered, all work must immediately cease and the site must be secured. The Police, the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Consumer Business Services (416-326-8404), the Cultural Program Branch of the Ministry of Tourism, Culture and Sport (416-314-7132), must be immediately contacted.*

SGC. 26 Liquidated Damages

- 01) GC 8.02 shall be amended such that GC 8.02.09 shall read:
 - (a) *It is agreed by the parties to the contract that in case all the work called for under the contract is not completed within the number of working days or by the completion date in completion date contracts, as set forth in the Instructions to Bidders, Special Provisions or as extended in accordance with Section GC3.06 of the General Conditions, a loss or damage will be sustained by the Corporation. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage*

which the Corporation will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Corporation the sum of Seven Hundred and Fifty (\$500.00) dollars as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Corporation, which will accrue during the period in excess of the prescribed number of working days.

- (b) *The Corporation may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Corporation.*

SGC. 27 Warranty Security

01) Add the following paragraph G.C 8.02.10:

- (a) *The Contractor will provide to the Owner for the duration of the period of the warranty obligations (the "Warranty Period") a financial amount to act as security for the fulfilment of the Contractor's warranty obligations (the "Warranty Security"), the value of which will be calculated based on the following table:*

CONTRACT PRICE		MAINTENANCE SECURITY
FROM \$	TO \$	\$
<i>Less than 0.1 M</i>		<i>4% of Final Contract Price</i>
<i>0.1 M</i>	<i>0.5 M</i>	<i>4,000 on first 0.1M + 3.0% on next 0.4 M</i>
<i>0.5 M</i>	<i>1.0 M</i>	<i>16,000 on first 0.5M + 2.4% on next 0.5 M</i>
<i>1.0 M</i>	<i>2.0 M</i>	<i>28,000 on first 1.0M + 2.2% on next 1.0 M</i>
<i>2.0 M</i>	<i>4.0 M</i>	<i>50,000 on first 2.0M + 2.0% on next 2.0 M</i>
<i>4.0 M</i>	<i>6.0 M</i>	<i>90,000 on first 4.0M + 1.8% on next 2.0 M</i>
<i>6.0 M</i>	<i>10.0 M</i>	<i>126,000 on first 6.0M + 1.5% on next 4.0 M</i>
<i>Over 10.0 M</i>		<i>186,000 on first 10.0M + 1.0% on balance</i>

- (b) *The warranty security, which is at no time a part of the statutory holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of substantial performance of the contract the full volume of the required warranty security has been retained.*
- (c) *Except as otherwise provided hereunder, the warranty security, less any deductions made therefrom as provided for in the Contract, shall be paid to the Contractor following the issuance by the Final Certificate at the end of the period of warranty.*

(d) *The Contractor may apply in writing at the time of substantial performance to substitute for the monies retained as the warranty security an alternative security of equivalent or greater value comprising:*

- (1) one or more irrevocable letters of credit or*
- (2) another readily negotiable security.*

Acceptance of any such alternative shall be at the discretion of the of the Owner.

Following receipt and acceptance of any such alternative, the Owner shall release to the Contractor the monies previously retained for warranty security purposes.

The Owner may, at their discretion, allow the total warranty security to be made up in part of monies retained under Contract and in part of an alternative warranty security as indicated in (a) and (b) above provided that the total value of such parts shall be not less than the required value as derived from the table set out above.

Such alternative warranty security or the monies derived therefrom, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance of the Final Certificate at the end of the warranty period.

END OF SECTION

CORPORATION OF THE TOWN OF GANANOQUE

AGREEMENT TEMPLATE

BETWEEN: The Corporation of the Town of Gananoque (Hereinafter referred to as “the Town”) **OF THE FIRST PART**

AND:

XXXXX.

(Hereinafter referred to as “the Proponent”) **OF THE SECOND PART**

WHEREAS authority is given under the *Municipal Act* for the Council of the Town of Gananoque to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Town of Gananoque is desirous of engaging XXXXX. to provide services for the Elmwood Watermain Replacement in 2026;

NOW THEREFORE the Town and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the services/scope and undertake the work as set out in Tender UTL-2026-04; Form of Agreement, attached hereto as Schedule A; the proposal submitted by the Proponent dated XXX, 2026, attached hereto as Schedule B; all documents forming part of this Agreement.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.

3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Town, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Town.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Town of Gananoque, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Town for any expenses it may have to pay as a result of the Proponent neglecting to do so.
5. The Town agrees to pay the Proponent the fees and disbursements for services for the Elmwood watermain replacement to an upset limit of \$XXXXXX, exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Town. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Town for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Town hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Town, the Proponent and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Town's auditor with respect to any financial matters involving business between the Proponent and the Town.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Town as a named insured. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Town upon the commencement of the Agreement.
11. [Successful Bidder]. shall indemnify and hold the Town of Gananoque harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by [Successful Bidder] its officers, employees or other persons for whom [Successful Bidder] is legally responsible arising out of this agreement.

12. The *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*, *Accessibility Standard for Customer Service (ASCS)* and the *Integrated Accessibility Standards Regulation (IASR)* requires all contractors and their employees who provide goods, services or facilities on behalf of the Town of Gananoque receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Town and/or the Province upon request.

13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Town and shall be surrendered to the Town immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Town.

14. The Town of Gananoque has the right to terminate this contract at anytime throughout the duration should the Proponent fail to meet the Town's expectations described in Schedule A or B; or should the Proponent fail to supply the services as required in order for the Town to meet regulatory standards; or should the Proponent repeatedly fail to meet deadlines and expectations.

15. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Town and the Proponent.

16. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this _____ day of _____, 2026.

THE CORPORATION OF THE TOWN OF GANANOQUE

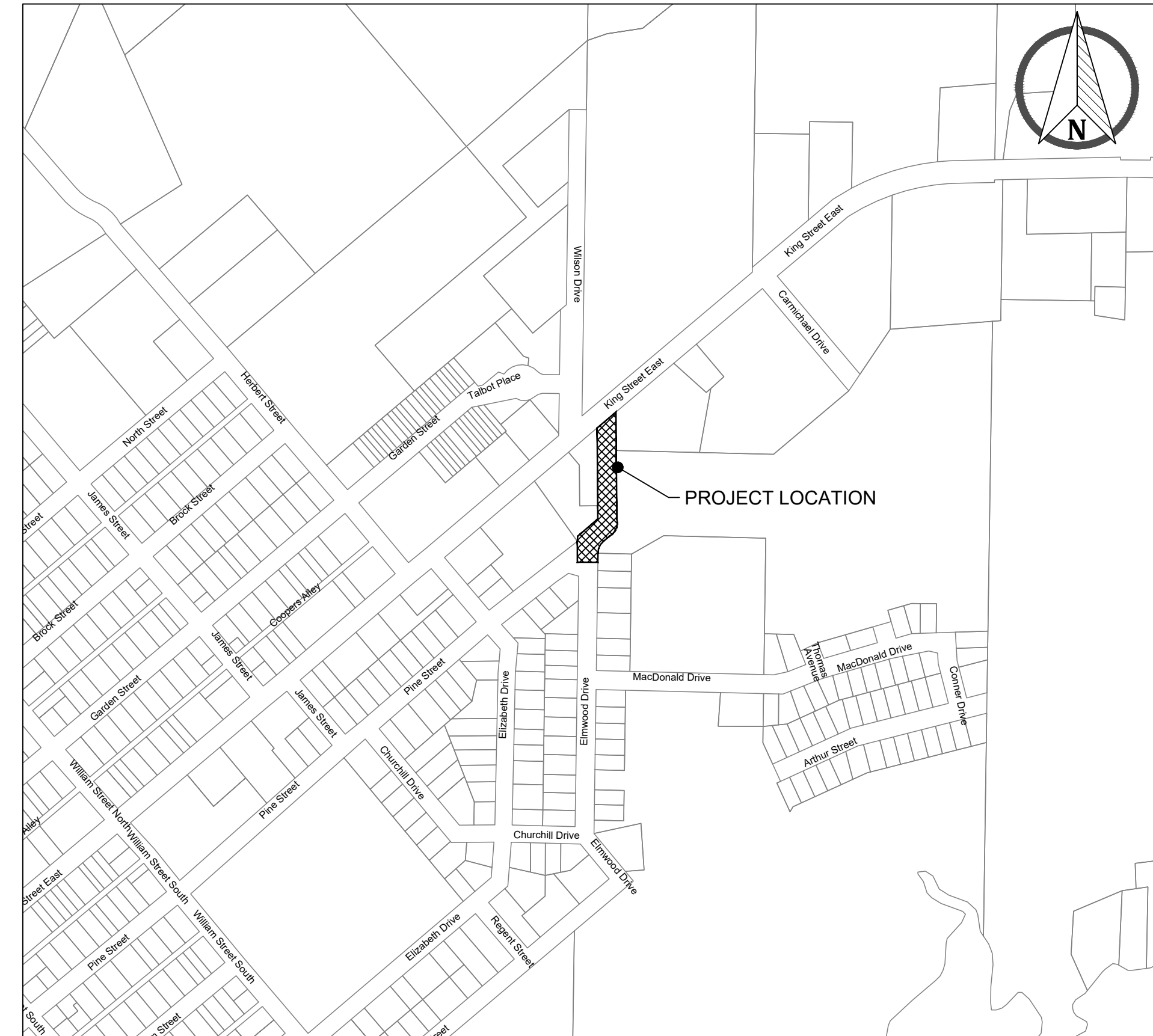
(SEAL)

Mayor

Clerk

Successful Bidder

Date

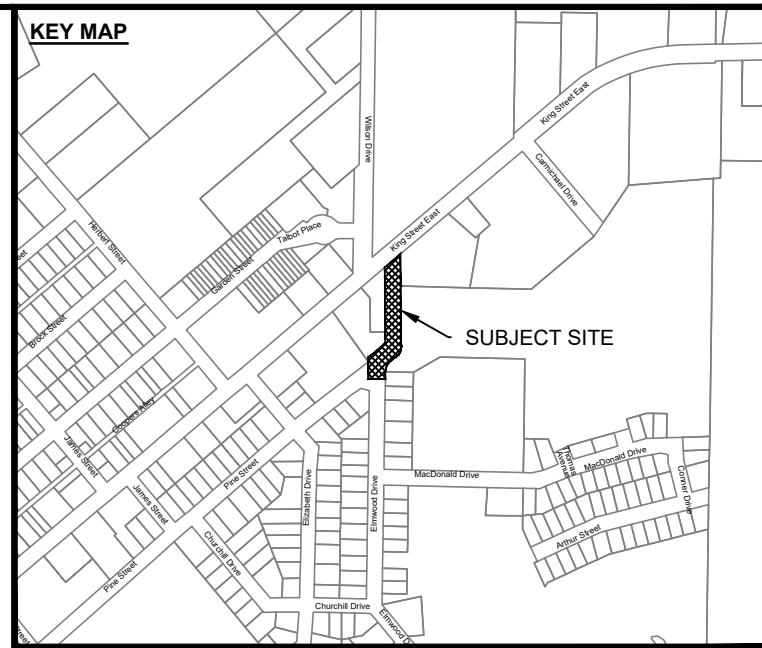
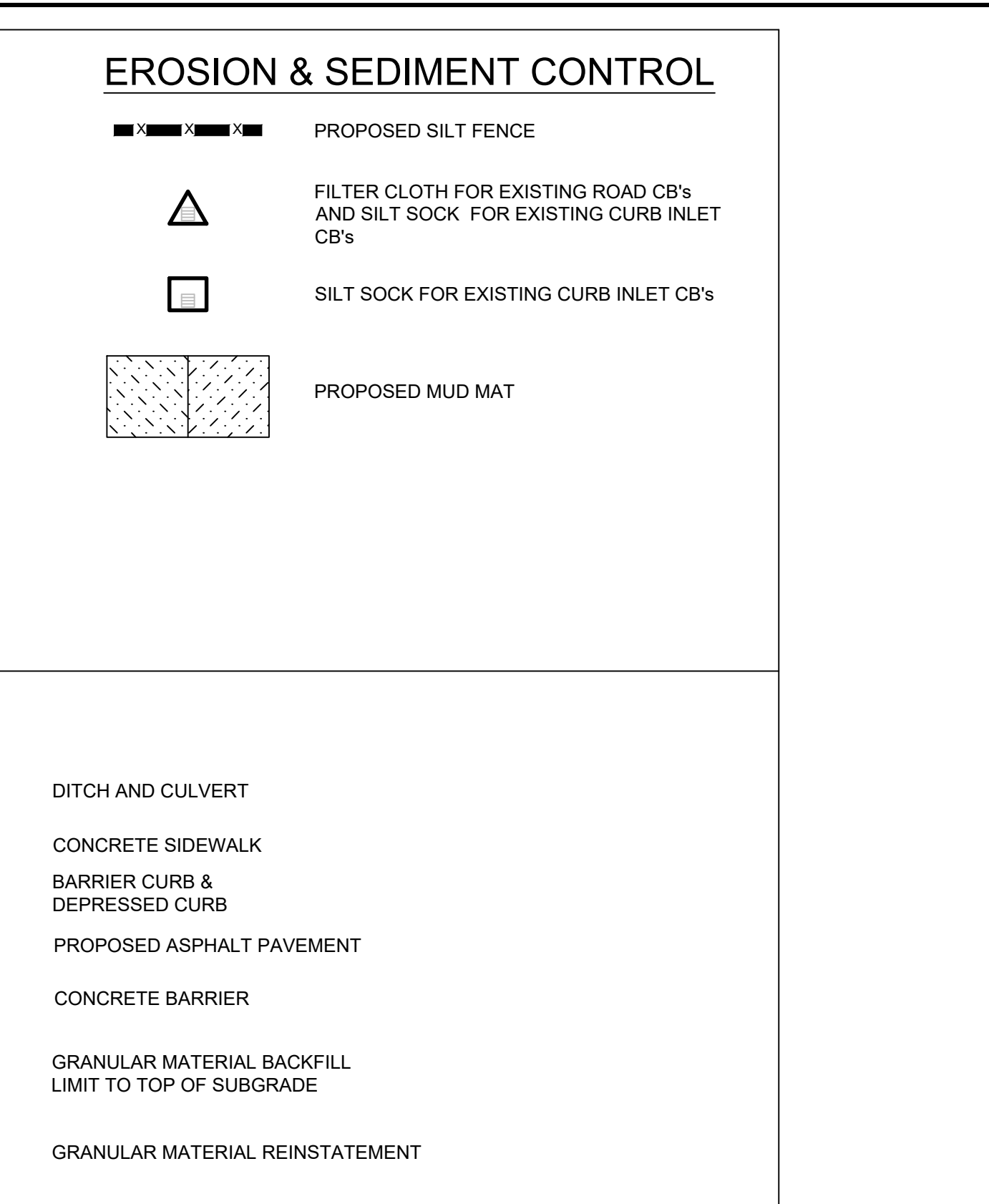
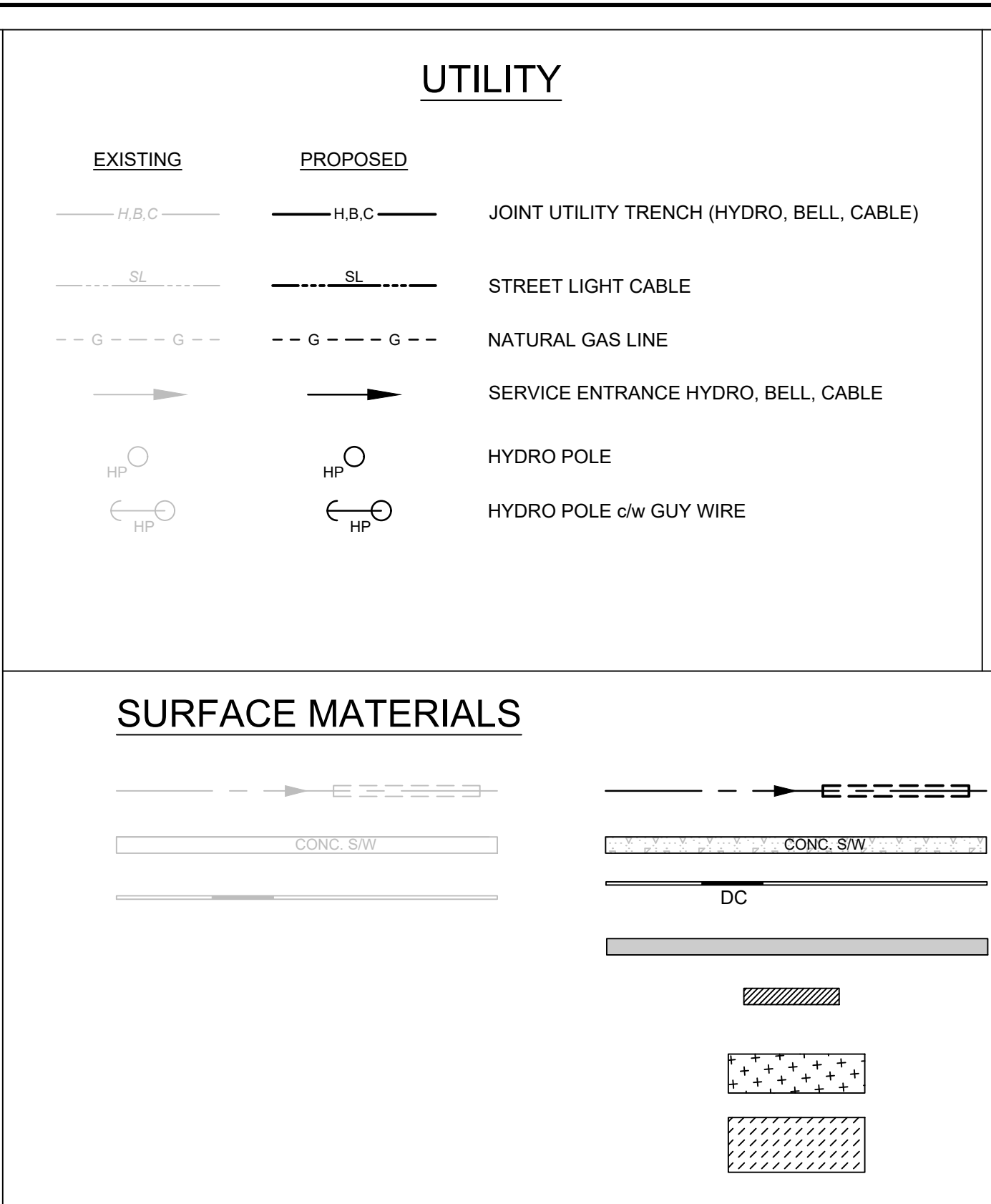
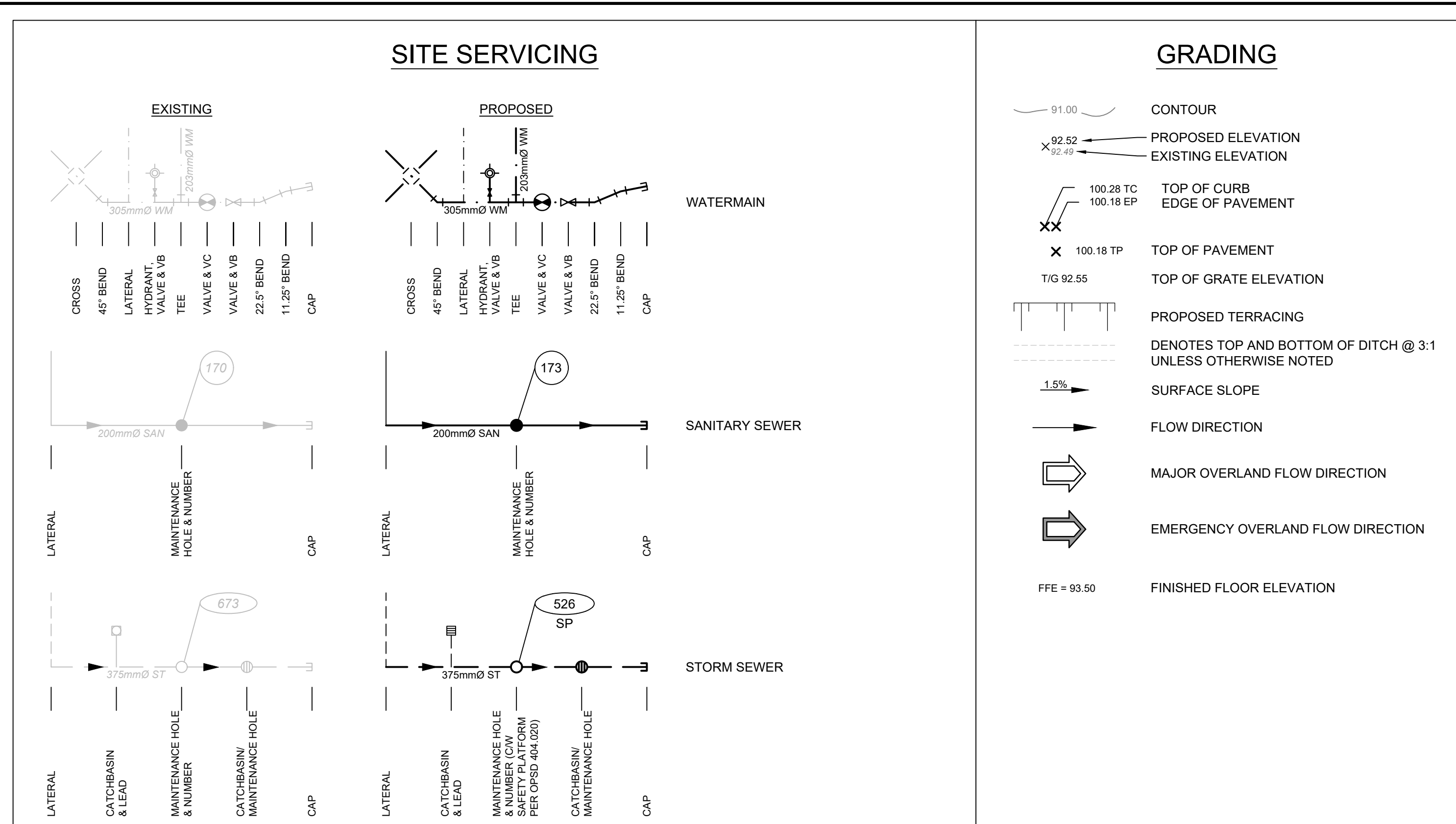


Sheet List Table	
Sheet Number	Sheet Title
--	COVER SHEET
C00	LEGEND AND GENERAL NOTES
C01	REMOVALS / SEDIMENT AND EROSION CONTROL
C02	PLAN AND PROFILE
C03	DETAILS

KING ST. E & ELMWOOD DR. WATERMAIN EXTENSION

GANANOQUE, ONTARIO

ISSUED FOR TENDER
 APRIL 8, 2026



CONSTRUCTION NOTES

1. UNLESS OTHERWISE NOTED

2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE INDICATED.

3. THIS DRAWING IS PART OF A SET AND MUST BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DETAILS, NOTES, AND WRITTEN SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS.

4. THE TERM "OWNER" REFERS TO THE CORPORATION OF THE TOWN OF GANANOQUE OR THE ASSIGNED REPRESENTATIVE.

5. THE TERM "ENGINEER" REFERS TO THE OWNERS DESIGN ENGINEER ("J.L. RICHARDS & ASSOCIATES").

6. THE TERM "GEO TECHNICAL CONSULTANT" REFERS TO AN INDEPENDENT GEO TECHNICAL ENGINEER OR THEIR REPRESENTATIVE THAT IS PROVIDING GEO TECHNICAL SERVICES TO ENSURE COMPLIANT INSTALLATION AND TESTING OF MATERIALS.

7. A GEO TECHNICAL REPORT WAS COMPLETED ON JUNE 18, 2025 FOR THIS PROJECT BY MALROZ ENGINEERING INC, PROJECT NUMBER 1949-00-101; TITLED: PROPOSED WATERMAIN EXTENSION KING STREET EAST TO TOTE ROAD, GANANOQUE, ON, AND SHOULD BE REFERENCED BY THE CONTRACTOR WHEREVER NECESSARY.

8. CONTRACTOR MUST WORK WITH THE LATEST REVISION OF THE CONTRACT DRAWINGS. COORDINATE WITH ENGINEER. ALL ENGINEERING DOCUMENTS SHOULD BE ISSUED TO ALL SUBS - ANY DISCREPANCY SHOULD BE REPORTED TO THE ENGINEER.

9. ON REQUEST A CAD FILE WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR TO ASSIST WITH LAYOUT.

10. CONTRACT SCHEDULE

11. THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE WITHIN 10 WORKING DAYS OF CONTRACT AWARD. THE SCHEDULE SHALL:

- REFLECT THE FULL SCOPE OF THE WORK.
- IDENTIFY CRITICAL PATH ACTIVITIES.
- INCLUDE UTILITY COORDINATION, APPROVALS, TESTING, AND RESTORATION.
- BE UPDATED MONTHLY OR AS DIRECTED.

12. ACCEPTANCE OF THE SCHEDULE DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR MEETING CONTRACT TIME.

13. INCLUDE THE FOLLOWING WORKING IN THE SCHEDULE:

- CONTRACTOR TO PROPERLY PLANE, COORDINATE, OR RESOURCE THE WORK SHALL NOT CONSTITUTE GROUNDS FOR A CLAIM OR EXTENSION OF CONTRACT TIME.

14. CONTRACTOR RESPONSIBILITY FOR DELAYS

15. THE CONTRACTOR SHALL PLAN AND EXECUTE THE WORK SO AS TO AVOID DELAYS.

16. DELAYS ARISING FROM THE FOLLOWING SHALL BE DEEMED CONTRACTOR RESPONSIBILITY:

- THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING AND PROPOSED CATCH BASIN GRATES WITHIN IMMEDIATE VICINITY OF WORK AREA TO BE TREATED WITH A SEDIMENT CAPTURE DEVICE (SCD). THE SCD SHALL BE TERRAFIX GEOSYNTHETICS INC. SILTSACK OR AN APPROVED EQUIVALENT INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS. REPLACE AS REQUIRED TO MAINTAIN PERFORMANCE.
- THE FOLLOWING OPSD STANDARD DRAWINGS SHALL BE USED TO IMPLEMENT THE SILT MITIGATION MEASURES. ADDITIONAL MEASURES MAY BE REQUIRED.
- OPSD 219.110 LIGHT-DUTY SILT FENCE BARRIER
- OPSD 219.180 STRAW BALE FLOW CHECK DAM
- OPSD 219.190 SILT FENCE FLOW CHECK DAM
- WHERE STRAW BALES & FILTER FENCING CANNOT BE USED DUE TO BEDROCK, THE CONTRACTOR SHALL INSTALL SAND BAGS AS ALTERNATIVE TO THE SILT MITIGATION MEASURES.
- SILT MITIGATION MEASURES SHALL BE MONITORED ON A REGULAR BASIS AND REPAIRED OR MAINTAINED AS REQUIRED TO ENSURE SILT OR AIRBORNE CONTAMINANTS DO NOT ENTER THE NATURAL ENVIRONMENT.
- ALL SILT MITIGATION MEASURES ARE TO REMAIN IN PLACE UNTIL VEGETATION IS WELL ESTABLISHED. REMOVE SILT MITIGATION ONCE VEGETATION IS WELL ESTABLISHED.
- THE CONTRACTOR SHALL ENSURE MUNICIPAL ROADWAYS ARE KEPT FREE OF MUD OR DIRT AND PROMPTLY CLEAN THE ROADWAY SURFACE THERE BE AN OCCURRENCE.
- THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS AND SURPLUS OR UNWANTED MATERIAL AT LEGALLY DESIGNATED SITES IN ACCORDANCE WITH APPLICABLE LAW AT THEIR OWN EXPENSE. THE OWNER, IN CONSULTATION WITH THE ENGINEER AND GEO TECHNICAL CONSULTANT, SHALL FIELD DETERMINE MATERIALS SUITABLE FOR USE WITHIN THE PROJECT.

17. SITE PREPARATION AND REMOVALS

18. THE CONTRACTOR SHALL COMPLETE ALL TREE AND VEGETATION REMOVAL REQUIRED TO FACILITATE CONSTRUCTION WITHIN THE LIMITS OF THE WORK. ALL CLEARING AND GRUBBING SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE ONTARIO PROVINCIAL STANDARDS AND MUNICIPAL REQUIREMENTS. ALL COSTS ASSOCIATED WITH TREE AND VEGETATION REMOVAL, INCLUDING LABOUR, EQUIPMENT, DISPOSAL, RESTORATION, AND INCIDENTALS, SHALL BE INCLUDED IN THE TENDER PRICE UNLESS EXPLICITLY IDENTIFIED AS A SEPARATE PAY ITEM.

19. EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH OPSD 206.

20. REMOVALS SHALL BE IN ACCORDANCE WITH OPSD 510.

21. THE SUBGRADE SHALL BE FREE OF ORGANICS, SHAPED, PROOF ROLLED AND APPROVED BY THE GEO TECHNICAL CONSULTANT PRIOR TO BACKFILLING. REFER TO SUBMITTALS SECTION FOR GEO TECHNICAL REQUIREMENTS AND LIST OF SUBMITTALS.

22. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO HEAVY TRUCK AND EQUIPMENT TRAFFIC. SPECIAL PROVISIONS TO PROTECT THE SUBGRADE MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC.

23. IF EXCAVATION IS REQUIRED BEYOND THE DEPTHS NOTED ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO EXCAVATING ADDITIONAL DEPTHS. IF EXCAVATION CONTINUES WITHOUT AUTHORIZATION FROM THE ENGINEER IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ADDITIONAL EXCAVATION AND BACKFILL.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST SUPPRESSION IN ACCORDANCE WITH OPSD 506. WATER OR CALCIUM CHLORIDE SHALL BE PROVIDED AS REQUIRED TO PREVENT DUST.

25. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION, SIZE, MATERIAL, ELEVATION OF THE EXISTING AND UTILITIES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THIS DRAWING.

26. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE, VIA EXCAVATION, THE EXACT LOCATION AND ELEVATION OF THE EXISTING WATERMANS, SEWERS AND UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THE CONTRACT DOCUMENTS.

27. ITEMS ENCOUNTERED BELOW GRADE THAT ARE ENCOUNTERED AND NOT SHOWN ON THE DRAWING SHALL BE REPORTED TO THE CONTRACT ADMINISTRATOR.

28. ALL EXCAVATION, HANDLING, REUSE, TRANSPORT, AND DISPOSAL OF EXCESS SOIL GENERATED BY THE WORK SHALL BE COMPLETED IN FULL COMPLIANCE WITH ONTARIO REGULATION 408/19 (ON-SITE AND EXCESS SOIL MANAGEMENT) AND ALL APPLICABLE PROVINCIAL AND MUNICIPAL REQUIREMENTS.

29. SITE SHOULD BE BUGH GRADED TO DIRECT SURFACE WATER AWAY FROM EXISTING SOILS AND SUBGRADE.

30. DISTURBED SOILS SUBJECT TO ELEVATED MOISTURE CONTENT WILL HAVE SIGNIFICANT STRENGTH LOSS AND MUST BE REMOVED.

31. CONTRACTOR RESPONSIBILITY

- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE CHARACTERIZATION, MANAGEMENT, HANDLING, STOCKPILING, TRANSPORT, BENEFICIAL REUSE, AND/OR DISPOSAL OF ALL EXCESS SOILS GENERATED BY THE WORK. ALL ASSOCIATED COSTS SHALL BE DEEMED INCIDENTAL TO THE CONTRACT AND INCLUDED IN THE TENDER PRICE.

32. SOIL QUALITY AND TESTING

- THE CONTRACTOR SHALL DETERMINE SOIL QUALITY AND SUITABILITY FOR REUSE OR DISPOSAL THROUGH APPROPRIATE TESTING, SAMPLING, AND DOCUMENTATION AS REQUIRED UNDER O. REG. 408/19. SOIL TESTING, ANALYSIS, REPORTING, AND INTERPRETATION SHALL BE AT THE CONTRACTOR'S EXPENSE.

33. ON-SITE REUSE PRIORITY

- WHERE SOILS ARE SUITABLE, THE CONTRACTOR SHALL PRIORITIZE ON-SITE REUSE AS SUBGRADE, FILL, OR BOULEVARD DETAIL IN OPSD 219.200 AS APPROVED BY THE ENGINEER.
- UNDESIRABLE OR UNSUITABLE OR SURPLUS MATERIAL SHALL BE REMOVED FROM THE SITE.

34. OFF-SITE DISPOSAL AND RECEIVING SITES

- ALL OFF-SITE REUSE OR DISPOSAL LOCATIONS SHALL BE LEGALLY CHARACTERIZED AND APPROVED TO ACCEPT THE MATERIAL. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ACCEPTANCE CRITERIA AND REGULATORY COMPLIANCE OF ALL RECEIVING SITES.
- EXCESS SOIL MANAGEMENT PLAN
- PRIOR TO COMMENCEMENT OF EXCAVATION, THE CONTRACTOR SHALL SUBMIT AN EXCESS SOIL MANAGEMENT PLAN FOR REVIEW BY THE ENGINEER. AT MINIMUM, THE PLAN SHALL IDENTIFY:
 - ANTICIPATED SOIL TYPES AND VOLUMES,
 - PRIOR TO TESTING AND CLASSIFICATION APPROACH,
 - ON-SITE REUSE LOCATIONS,
 - OFF-SITE RECEIVING SITES,
 - HAUL ROUTES AND TRAFFIC CONTROL MEASURES.
- REVIEW OF THE PLAN DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR REGULATORY COMPLIANCE.

35. CONTAMINATED OR UNSUITABLE SOIL

- ONLY SOILS THAT ARE DEMONSTRATED, THROUGH LABORATORY TESTING, TO EXCEED APPLICABLE REGULATORY STANDARDS AND THAT COULD NOT REASONABLY HAVE BEEN INFERRRED FROM AVAILABLE SITE INFORMATION MAY BE

36. CONSIDERED FOR POTENTIAL ADJUSTMENT UNDER THE CONTRACT, SUBJECT TO THE ENGINEER'S DETERMINATION. NO ADDITIONAL PAYMENT SHALL BE MADE FOR UNSUITABLE SOILS ENCOUNTERED WITHIN EXPECTED GEO TECHNICAL CONDITIONS.

37. DOUBLE HANDLING

- ALL COSTS ASSOCIATED WITH STOCKPILING, REHANDLING, RELOADING, OR TEMPORARY STORAGE OF SOILS SHALL BE CONSIDERED INCIDENTAL TO THE WORK. NO ADDITIONAL PAYMENT SHALL BE MADE FOR DOUBLE HANDLING OF EXCESS SOILS.

38. HAUL ROUTES AND ROADWAY PROTECTION

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING HAUL ROUTES, MAINTAINING CLEAN ROADWAYS, AND REPAIRING ANY DAMAGE RESULTING FROM HAULING OPERATIONS, TO THE SATISFACTION OF THE OWNER.

39. RECORDS

- THE CONTRACTOR SHALL MAINTAIN ALL RECORDS REQUIRED UNDER REG. 408/19 AND SHALL PROVIDE COPIES TO THE ENGINEER UPON REQUEST.

40. ASPHALT AND GRANULARS

41. ALL MATERIALS MUST CONFORM TO THE ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS.

42. SPECIFICATIONS FOR SITE WORK SHALL BE READ IN CONJUNCTION WITH THE GEO TECHNICAL REPORT.

43. ALL ASPHALT SURFACES TO BE RESTORED WITH ASPHALT DESIGN AS SHOWN ON DRAWINGS AND AS REFERENCED TO THE GEO TECHNICAL REPORT.

44. SIGNAGE

45. ALL SIGNS ARE NOT NECESSARILY SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REMOVE, SALVAGE AND REINSTALL EXISTING SIGNAGE AS DIRECTED BY THE OWNER.

46. POSTS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH OPSD 703 AND OPSD 987.110.

47. GEOTEXTILE

48. GEOTEXTILE SHALL BE TERRAFIX 270R IN ACCORDANCE WITH OPSD 1860. CONTRACTOR SHALL INSTALL AS PER MANUFACTURERS WRITTEN INSTRUCTIONS.

49. LANDSCAPING

50. CONTRACTOR SHALL SUPPLY AND INSTALL 100mm TOPSOIL AND SEED IN ACCORDANCE OPSD 802 AND OPSD 803 TO ALL RESTORED AND DISTURBED SURFACES.

51. AT THE TIME OF FINAL INSPECTION ALL SEEDED AREAS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, IN FULL ACCORDANCE WITH THE DRAWINGS AND SPECIFICATION.

52. EXISTING TREES TO BE RETAINED AND PROTECTED IN ACCORDANCE WITH OPSD 801 WHERE POSSIBLE AND DIRECTED BY THE CONTRACT ADMINISTRATOR.

53. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, BACKFILL, AND REINSTATEMENT OF ALL AREAS DISTURBED DURING CONSTRUCTION AND ALL ASSOCIATED WORKS TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR AND THE OWNER.

54. BACKFILL

55. EXCAVATION UNDER PAVED AREAS, SIDEWALKS, OR EXTERIOR SLABS-ON-GRADE SHOULD BE COMPACTED TO 100% SPMD. BACKFILL PLACED AGAINST BURIED STRUCTURES OR FOUNDATION WALLS TO BE MINIMUM 1000 mm GRANULAR 'B' MATERIAL AS PER OPSD.MUNI.1010, COMPACTED TO 100% SPMD.

56. FENCING

57. EXISTING FENCING ADJUTING THE PROPERTY TO BE PROTECTED. ANY FENCING THAT HAS BEEN DAMAGED AS A PART OF THIS PROJECT IS TO BE REINSTATED TO MATCH EXISTING CONDITIONS. ASSOCIATED COST SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

58. TRENCH BACKFILL

59. EXISTING TRENCHES UNDER PAVED AREAS SHALL BE PERFORMED AS PER OPSD 401.

60. FOR SERVICES TRENCHES UNDER PAVED AREAS BACKFILL TO BE PLACED IN MAXIMUM 200 mm THICK LOOSE LIFTS, AND COMPACTED TO 95% SPMD.

61. BACKFILL PLACED 300mm BELOW PAVEMENT SUBGRADE TO BE COMPACTED TO 98% SPMD.

62. EXCAVATION SIDES MUST HAVE FROST TAPER AS PER OPSD 800 SERIES.

63. EXCAVATED SOILS THAT ARE TOO WET (IE. GREATER THEN 5% ABOVE OPTIMUM MOISTURE CONTENT) MUST BE SET ASIDE TO DRY UNDISTURBED UNTIL ACCEPTABLE LEVELS OF MOISTURE ARE OBTAINED TO BE USED AS BACKFILL.

64. ALL EXCESS SOILS TO REMAIN ONSITE AND REUSE AS SUBGRADE, IF

65. APPROPRIATE, OR AS FILL WITHIN THE BOULEVARD.

66. CIVIL SERVICING - WATERMANS / VALVES

67. WATERMANS AND SERVICES TO BE INSTALLED IN ACCORDANCE WITH THE TOWN STANDARDS AND SPECIFICATIONS, AND OPSD 441.

68. WATERMANS AND SERVICES TO BE INSTALLED MINIMUM 1.8 m BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.

69. WATERMANS AND SERVICES TO INCLUDE CATHODIC PROTECTION AND TRACER WIRE THAT SHALL BE TESTED PRIOR TO ACCEPTANCE.

70. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS AND TO APPROVAL OF CONTRACT ADMINISTRATOR.

71. WATERMAIN TO BE INSTALLED AS NOTED ON DRAWING. HORIZONTAL AND VERTICAL THRUST BLOCKS OR RESTRAINTS TO BE INSTALLED.

72. WATERMAIN SHALL BE AWWA C900-PVC SPECIFICATION, DR 18 PRESSURE CLASS 235.

73. UNDER REG. 408/19 AND SHALL CONFIRM TO OPSD 802. BEDDING AND COVER TO BE GRANULAR 'A'

74. WATERMAIN TO HAVE A MINIMUM SEPARATION OF 2.5m FROM PARALLEL DITCHES AND SEWERS. WATERMAIN PASSING UNDER CULVERTS TO HAVE A MINIMUM SEPARATION OF 0.5m AND INSULATED AS DIRECTED BY ENGINEER.

75. SERVICE CONNECTIONS TO PVC MAINS SHALL BE BY STAINLESS STEEL SADDLE.

76. VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE. VALVE BOXES SHALL BE OF CAST IRON AS MANUFACTURED BY BIBBY SITE CROIX OR STAR PIPE PRODUCTS, 112MM AND SHALL BE OF SLIDING TYPE, COMPLETE WITH GROMMETED HOLE FOR TRACER WIRE WHICH CANNOT CARRY ANY SURFACE LOAD DOWN TO THE PIPE. THE COVERS SHALL PREVENT UNAUTHORIZED ENTRY AND MARKED AS 'WATER'.

77. GATE VALVES FOR PIPE SHALL BE CLOW OR EQUAL. CAST IRON BODY, RESILIENT SEATED MECHANICAL JOINT PATTERN CONFORMING TO ANSII/AWA C509. DESIGNED FOR A WORKING PRESSURE OF NOT LESS THAN 150PSI. VALVES SHALL OPEN WHEN TURNED IN A CLOCKWISE DIRECTION AND SHALL BE FITTED WITH A COMPOUND OPERATING NUT.

78. NEW HYDRANT SHALL BE MUELLER MODERN CENTURION TYPE OR EQUAL.

79. WATERMAIN FLUSHING/SWABBING AND HYDROSTATIC TESTING SHALL BE IN ACCORDANCE WITH OPSD 441. TEST REPORT TO BE STAMPED BY ENGINEER IN ONTARIO.

80. WATERMAIN DISINFECTION AND BACTERIOLOGICAL TESTING PER AWWA C651 AND MECP WATERMAIN DISINFECTION PROCEDURE.

81. ALL WATERMAIN TESTING IS UNDERTAKEN FOR OWNER QUALITY ASSURANCE PURPOSES (AND THAT ALL COSTS—INCLUDING RE-TESTING RESULTING FROM FAILED WORK ARE INCIDENTAL TO THE CONTRACT AND THE CONTRACTOR'S RESPONSIBILITY).

82. WILDLIFE AND ENVIRONMENT

83. ALL MATERIALS AND EQUIPMENT USED FOR THE PURPOSE OF SITE PREPARATION AND PROJECT COMPLETION SHALL BE OPERATED AND STORED IN A MANNER THAT PREVENTS ANY DELETERIOUS SUBSTANCES (IE. PETROLEUM PRODUCTS, SILT, ETC.) FROM ENTERING THE RECEIVING STREAM. VEHICLE AND EQUIPMENT RE-FUELLING AND MAINTENANCE SHALL BE CONDUCTED AWAY FROM DRAINAGE CHANNELS. ANY PART OF EQUIPMENT ENTERING DRAINAGE CHANNELS SHALL BE FREE OF FLUID LEAKS AND EXTERNALLY CLEANED/DECREASED TO PREVENT ANY DELETERIOUS SUBSTANCES FROM ENTERING THE RECEIVING STREAM.

84. WHILE UNDERTAKING THE CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL BE VIGILANT FOR THE POTENTIAL PRESENCE OF UNDERGROUND FUEL TANKS, POTENTIALLY BURIED WASTE, OR ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE ENDETERED OR SUSPECTED THE CONTRACTOR SHALL NOTIFY THE CONTRACT ADMINISTRATOR IMMEDIATELY.

85. PROVIDE FULL CONTAINMENT EQUAL TO NO LESS THAN ONE HUNDRED AND TWENTY-FIVE PERCENT (125%) OF MAXIMUM STORED VOLUME FOR ALL HAZARDOUS SUBSTANCES REQUIRED ON-SITE FOR CONSTRUCTION. MAINTAIN CONTAINMENT AREAS FREE OF ALL SURFACE WATER, ICE, AND SNOW.

86. STORE ALL HAZARDOUS MATERIALS SUBJECT TO POTENTIAL LEAKAGE IN CONTAINED AREAS.

87. FOR SERVICES TRENCHES UNDER PAVED AREAS MAXIMUM STORED VOLUME FOR ALL HAZARDOUS SUBSTANCES REQUIRED ON-SITE FOR CONSTRUCTION SHALL BE 100% OF MAXIMUM STORED VOLUME FOR PERMANENT OR TEMPORARY TREATMENT CHEMICAL STORAGE.

88. CONTRACTOR IS TO PREPARE A SPILL RESPONSE PLAN AND MAINTAIN ON-SITE THE MEANS FOR THE INTERCEPTION AND RAPID CLEANUP AND DISPOSAL OF SPILLAGES ON LAND AND/OR WATER THAT DO OCCUR. ANY SPILLS CAUSING IMPAIRMENT TO THE NATURAL ENVIRONMENT MUST BE REPORTED TO THE LOCAL MECP DISTRICT OFFICE IMMEDIATELY.

89. EMPTYING OF FUEL, LUBRICANTS, AND PESTICIDES INTO WATERCOURSES IS PROHIBITED. ALL CONSTRUCTION DEBRIS MUST BE CONTAINED AND DISPOSED OF IN AN APPROVED LOCATION.

90. CONSTRUCTION EQUIPMENT SHALL BE CLEANED PRIOR TO ENTERING PUBLIC ROADWAYS.

91. CONSTRUCTION EQUIPMENT SHALL NOT BE CLEANED WHERE THE

3	ISSUED FOR TENDER	08/04/26
2	FOR REVIEW SUBMISSION	29/01/26
1	FOR REVIEW SUBMISSION	15/08/25
No.	ISSUE / REVISION	DDMMYY

THESE DRAWINGS HAVE BEEN PRODUCED BY J.L. RICHARDS & ASSOCIATES LIMITED AND ARE SUBJECT TO COPYRIGHT AND USE RESTRICTIONS SET OUT IN THE APPLICABLE PROJECT CONTRACT. ANY USE, REUSE, OR MODIFICATION OF THESE DRAWINGS FOR PURPOSES OTHER THAN THE ORIGINAL PROJECT OR EXECUTION OF THE DESCRIBED WORK IS NOT PERMITTED OR ENDORSED WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF J.L.R. J.R. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF THE SUITABILITY OR FITNESS OF THESE DRAWINGS FOR ANY OTHER PURPOSE, AND ANY PARTY WHICH CHOOSES TO USE, MODIFY, OR OTHERWISE RELY ON THESE DRAWINGS WITHOUT JLR'S AUTHORIZATION ACCEPTS THESE LIMITATIONS AND DOES SO AT THEIR SOLE RISK AND WITHOUT LIABILITY TO JLR.

VERIFY SHEET SIZE AND SCALES. THE BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

SCALE: 0 25mm

CLIENT: THE CORPORATION OF THE TOWN OF GANANOQUE

CONSULTANT: J.L. Richards ENGINEERS-ARCHITECTS-PLANNERS

CONSULTANT: J.L. Richards ENGINEERS-ARCHITECTS-PLANNERS

PROFESSIONAL STAMP: LICENSED PROFESSIONAL ENGINEER 2026-04-09 M. S. MORKEM 100122955 PROVINCE OF ONTARIO

PROJECT: KING ST. E & ELMWOOD DR. WATERMAIN EXTENSION

815 KING STREET EAST, GANANOQUE ONTARIO

DRAWING: LEGEND AND GENERAL NOTES

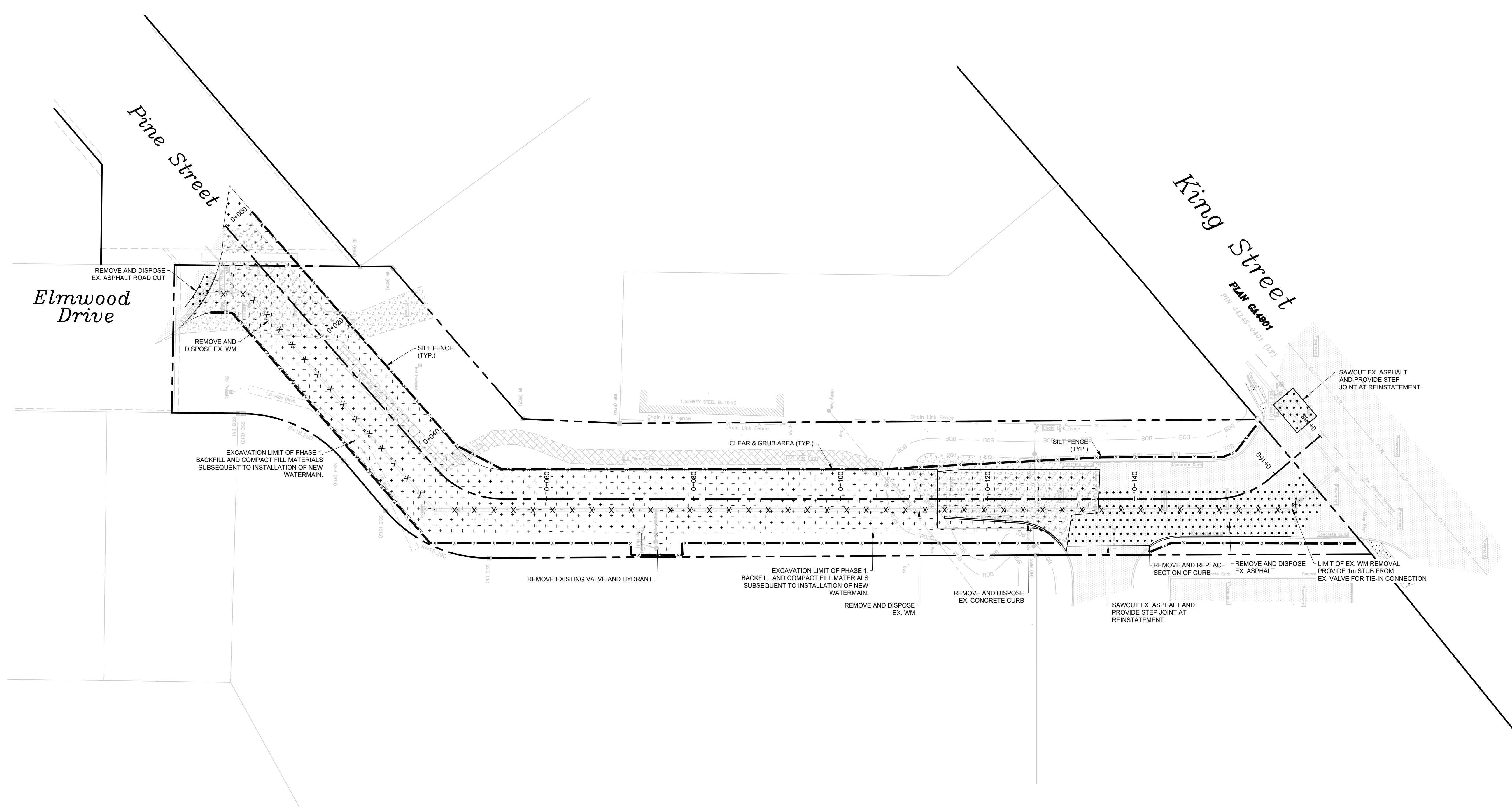
DESIGN: NA
DRAWN: NA
CHECKED: MM
JLR #: 33601-000

DRAWING #: C00

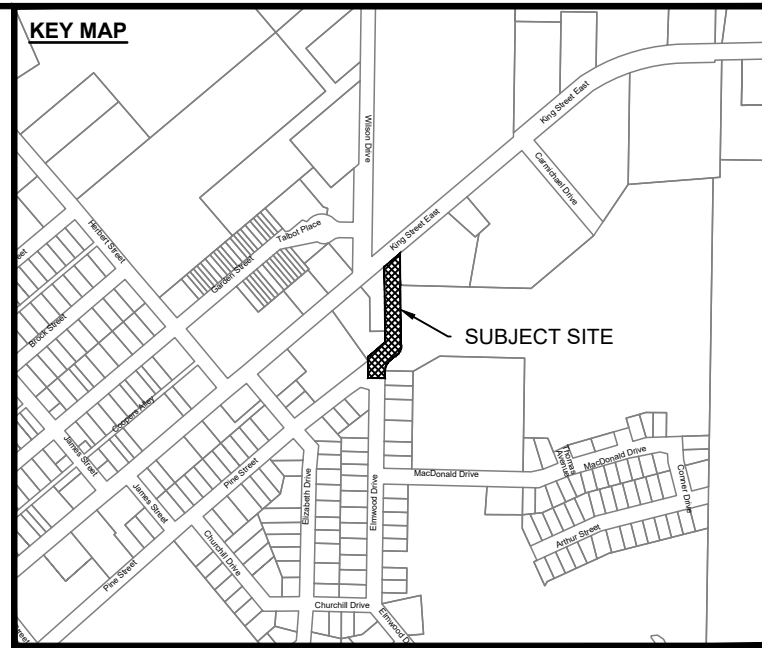
File Location: P:\330000\33601-000 - Gananoque King St. W.M. Extension\10-Production\10-Civil\33601-000_C LEGEND.dwg

PLOT DATE: 8/26/2025 9:57 PM

File Location: P:\33000\33601-000 - Gananoque King St Wm Extension\10-Production\01-Civil\33601-1000-C SED-EROSION.dwg



1 PHASE 1
Scale: 1:300



No.	ISSUE / REVISION	DDMMYY
3	ISSUED FOR TENDER	08/04/26
2	FOR REVIEW SUBMISSION	29/01/26
1	FOR REVIEW SUBMISSION	15/08/25

THESE DRAWINGS HAVE BEEN PRODUCED BY J.L. RICHARDS & ASSOCIATES LIMITED AND ARE SUBJECT TO COPYRIGHT AND USE RESTRICTIONS SET OUT IN THE APPLICABLE PROJECT CONTRACT. ANY USE, REUSE, OR MODIFICATION OF THESE DRAWINGS FOR PURPOSES OTHER THAN THE ORIGINAL PROJECT OR EXECUTION OF THE DESCRIBED WORK IS NOT PERMITTED OR ENDORSED WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF J.L.R. J.L.R. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF THE SUITABILITY OR FITNESS OF THESE DRAWINGS FOR ANY OTHER PURPOSE, AND ANY PARTY WHICH CHOOSES TO USE, MODIFY, OR OTHERWISE RELY ON THESE DRAWINGS WITHOUT J.L.R.'S AUTHORIZATION ACCEPTS THESE LIMITATIONS AND DOES SO AT THEIR SOLE RISK AND WITHOUT LIABILITY TO J.L.R.

VERIFY SHEET SIZE AND SCALES. THE BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

SCALE: 1:300

CLIENT:
THE CORPORATION OF THE TOWN OF
GANANOQUE
Canadian Gateway to the 1000 Islands

CONSULTANT:
J.L. Richards
ENGINEERS - ARCHITECTS - PLANNERS

PROFESSIONAL STAMP
LICENSED PROFESSIONAL ENGINEER
2026-04-09
M. S. MORKEM
100122955
PROVINCE OF ONTARIO

PROJECT NORTH

PROJECT:
**KING ST. E & ELMWOOD DR.
WATERMAIN EXTENSION**
815 KING STREET EAST, GANANOQUE ONTARIO

DRAWING:
**REMOVALS / SEDIMENT AND
EROSION CONTROL PLAN**

DESIGN: NA	DRAWING #:
DRAWN: NA	C01
CHECKED: MM	
JLR #: 33601-000	

PLOT DATE: April 8, 2026 3:28:28 PM

