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City of Temiskaming Shores
Request for Tender
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

1. Objective

This Request for Tender (RFT) is an invitation to qualified Contractors for the provision of construction services to source, supply, install, construct, or otherwise furnish all material, labour, and equipment to complete the rehabilitation of Golf Course Road Bridge (Structure No. 06) on Golf Course Road in the City of Temiskaming Shores, ON, as shown on the Contract Drawings and as per the Specifications contained herein.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Tender;** means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: PW-RFT-001-2026 Golf Course Rd. Bridge Rehab

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of the Tender will be at **2:00 p.m. local time on February 12, 2026.**

- late Tenders will not be accepted;
- Tenders by fax will not be accepted;
- Tenders by mail will not be accepted;
- Partial Tenders are not accepted;
- Tenders emailed directly to City staff will not be accepted.
- The City reserves the right to accept or reject any or all Tenders;
- The lowest priced Tender will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Tender from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Tenders that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Tenders or not), confirmation of any information provided by the Proponent in their Proposal.
- The Tender shall be valid for 90 days from submission date.

The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFT.

5. Bid Deposit

Each Bidder shall include a Bid Deposit in the form of a Bid Bond, Certified Cheque, Money Order or Line of Credit made payable to the City of Temiskaming Shores and drawn on a Canadian Chartered Bank, Trust Company or Credit Union in the amount of:

Ten Percent (10%) of Total Bid Excluding Taxes

1. Bidders shall scan a copy of the Paper bid bond, certified cheque, money order or letter of credit (pdf format), and provide with the electronic bid submission, in accordance with

Section 4.0. If an alternative bid bond is used, Bidders should request either an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the City. The Bid Deposit must be irrevocable and open for Bid acceptance for at least ninety (90) days from the date of Bid closing.

2. Upon request by the City, the Successful Proponent shall provide the original paper bid bond, certified cheque, money order or letter of credit. The bid deposit shall be forfeited should the Successful Bidder fail to return to the Corporation, within ten (10) calendar days of receipt of the acceptance of the award, the General Liability Insurance, and WSIB certificate of clearance.
3. The City does not pay interest on bid deposits.

6. Questions

Any questions with respect to the specifications are to be directed to:

Mitchell McCrank, CET, PMP

Director of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4113

Email: mmccrank@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Tender before presenting the submission. **Questions relating to this Tender must be received by Tuesday, February 3, 2026 before 4:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFT document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Tender may render the Tender invalid.

7. Scope of Work

The Contractor shall provide all labour, equipment, materials and supervision necessary to complete the work as described in the Agreement, Addenda, Special Provisions, Contract Drawings, Information to Bidders, Supplemental Specifications, Standard Specifications, Tender Form, Supplemental General Conditions, and General Conditions.

The Contractor shall comply with codes, ordinances, rules, regulations, orders, and other legal requirements of all regulatory authorities that bear on performance of the Work.

The following is a brief description of the work:

- Mobilization / demobilization, including installation and maintenance of environmental protection during construction;

- Place sediment and erosion control and water protection measures, such as silt fences, debris net, etc.;
- Provision of all required environmental protections in order to carry out the work such that deleterious substances do not enter nearby waterways in accordance with Federal and Provincial legislation (i.e. Federal Fisheries Act, etc.);
- Provision of quality assurance, materials testing, and appropriate record keeping of all as built dimensions and data in accordance with industry standards;
- Establish traffic control and staging to accommodate construction in two stages utilizing temporary portable traffic signals;
- Remove and dispose existing asphalt from deck areas and patch-waterproof-pave the concrete bridge deck and approach slabs;
- Remove and dispose existing expansion joints, and reconstruct install new expansion joints, including barrier wall sections at joints;
- Remove and dispose existing steel beam guiderail and install new steel beam guide rail and end treatments on approaches;
- Mill and pave asphalt on approaches;
- Installation of rock protection and misc. grading around abutments;
- Restore all disturbed areas.

The specific elements of Work are provided in detail on the Drawings, Specifications, Contract Documents, and other documents as referenced or included herein.

The Contractor shall have sole control over the construction means, methods, safety, techniques, sequences, and procedures and for coordination of all portions of the Work for a Project to be completed under and in accordance with this Tender.

8. Specifications

The General Conditions of the performance contract to be entered into by the successful Contractor will be OPSS.MUNI 100, the OPS General Conditions of Contract, latest edition. The OPS General Conditions document with any revisions can be found at:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx>

The terms and conditions in this section of the Tender will supersede the General Conditions of the OPSS.MUNI 100, as they apply to the project requirements. In the event that a conflict or inconsistency is evident, the terms and conditions of the final agreement and the competitive Tender document will govern.

GC 4.02 Approvals and Permits

Subsection 4.02 is amended by the addition of the following new paragraphs:

- .03 The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial and federal and other authorities having jurisdiction in respect to any matter embraced in this Contract.
- .04 Prior to any works being undertaken within the limits of the Contract, the Contractor shall obtain road occupancy permits from the applicable road authorities as required.
- .05 All fees payable in respect of these permits and approvals shall be at the Contractor's expense with the exception of the fees for the Ministry of Labour approval and Building Permits, should these be required.

GC 6.02 Indemnification

Section GC 6.02 is amended by the addition of the following new paragraph:

- .06 Claims that are directed to the Contractor by a third party will be expected to be handled in a timely and professional manner. Final written adjudication of the claim shall be reported to the City's Risk Management at the following address:

City of Temiskaming Shores
Director of Corporate Services / CCEMC
325 Farr Drive
P.O. Box 2050
Haileybury, Ontario, P0J 1K0
Attention: Shelly Zubyc, CHRP, CHRL

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04 is deleted.

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05 is deleted in its entirety.

GC 6.03.06 Contractor's Equipment Insurance

GC 6.03.06 is deleted in its entirety and replaced with the following.

The Contractor shall provide "Broad Form" (all risk) Property Insurance covering Construction Equipment used by the Contractor for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City. The Contractor shall forward with the executed contract documents, a certified copy of the Certificate of Insurance endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage.

GC 7.16 Warranty

The last sentence of Paragraph .02 is amended by the addition of the following:

The decision of the Owner as to the nature, extent and cause of such imperfections and the necessity for remedying the same shall be final.

Subsection 7.16 is amended by the addition of the following new paragraph:

- .04 Should the Contractor fail to comply with the directions of the Contract Administrator, the Owner may, after giving the Contractor five Business Days written notice, perform the necessary work, provided that in the event of an emergency, the Owner may forthwith without notice perform the necessary work and the cost of such work in either event may be deducted or collected by the Owner.

Insert the following new Subsection GC 7.19:

GC 7.19 Health and Safety

- .01 The Contractor shall provide a copy of Contractor's current Health and Safety Policies and Program prior to the commencement of construction.
- .02 The Contractor shall obtain copies of all subcontractors' Health and Safety policies and programs.
- .03 The Contractor shall comply with all Federal and Provincial Health and Safety Acts and Regulations, and with all applicable industry safety standards.
- .04 The Contractor shall comply with current Ontario Regulations for Construction Projects made under the Occupational Health and Safety Act (OHSA).
- .05 The Contractor shall provide any and all personal protective equipment for its own workers where prescribed. If any worker fails to comply with any program, policy, rule or request regarding health and safety, the City reserves the right to order the removal of that person from the Work.
- .06 The Contractor shall maintain on site, at a location accessible to the Consultant and the Owner, current Materials Safety Data Sheets (MSDS).
- .07 The Contractor shall provide the Owner with a list of Designated Substances that will be brought to the site prior to commencing work.
- .08 The Contract Administrator shall have the right to document all health and safety concerns regarding the Contractor's operations and to issue warnings and/or to stop work for any Contractor violations of the OHSA, Ontario Construction Regulations, or any health and safety requirements of the contract, and/or if the Contractor creates a health or safety hazard.
- .09 The Owner reserves the right to have a hazard corrected at the Contractor's expense.
- .10 The Contractor shall notify all regulatory bodies required for construction activities, (i.e., Notice of Project, employer notification, etc.). Notifications shall include, but not

be limited to, the notification requirements laid out in OHSa Sec 51-53 and the requirements of Ont. Reg. 213/91 for Construction Projects, Sections 5, 6 and 7. For the purpose of this contract the Contractor shall be the "Constructor".

9. Term of Agreement/ Project Schedule

Time

Time shall be the essence of this Contract.

Start Date / Completion Date

Work is expected to proceed no earlier than April 6, 2026 based upon the City's Winter Operations needs. If weather forecast and road conditions permit earlier start, the Contractor must obtain written permission to proceed and accept responsibility for snow removal, etc. within the Construction Zone.

All work must be fully completed on or before August 14, 2026.

Working Days are to be consecutive, unless otherwise approved in writing by the City and/or Contract Administrator.

Progress of the Work and Contract Time

The Contractor, having carefully examined the site of the proposed work, and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of the Tender, agrees to complete the work on this contract on or before the expiration of **Fifty (50) Working Days** from the date of commencement.

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

10. Regular Hours of Work

For safety reasons, regular hours of work shall be considered as day light hours. No work shall continue after dark nor shall commence prior to sunrise.

11. Project Authority

The Project Authority for issuance of the RFT is the Director of Transportation Services for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

12. Tender Evaluation

Tenders that comply with the terms, conditions and specifications as outlined in the Tender will be evaluated on the basis of:

- Price (within allocated budget)
- Availability to perform the work and/or supply goods
- Previous performance evaluations

13. Any or all Tenders Exceed Approved Budget

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

14. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFT, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

15. Amendments

The City at its discretion reserves the right to revise this RFT up to the final date for the deadline for receipt of Tenders. The City will issue changes to the RFT Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFT Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date may be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFT Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Tender. Failure to complete the acknowledgement may result in rejection of the Tender.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Tender submission in response to this RFT, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Tender without notice.

16. Tender Withdrawal or Amendment

Proponents may amend or withdraw their Tender, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time; the last Tender received shall supersede and invalidate all Tenders previously submitted by the Bidder for this RFT. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

17. Right to Accept or Reject Submissions

The City does not bind itself to accept any Tender and may proceed as it, in its sole discretion, determines, following receipt of the Tenders. The City reserves the right to accept any Tender in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFT or in such respondent's Tender.

The City reserves the right to:

1. accept or reject any or all of the Tenders;
2. if only one Tender is received, elect to reject it;
3. reject as informal any Tender that is received late or is incomplete or otherwise fails to comply with the requirements of the RFT;
4. elect not to proceed with the project(s) as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

18. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFT, whether before or after submission of the Tender, the City shall be entitled to reject or not accept the RFT submission.

19. Subcontracting

The Successful Bidder hereby understands and agrees that any or all Subcontractors/ Carriers hired to perform within the scope of this Tender are subject to all terms and conditions stated within, including and not limited to insurance requirements, and the Successful Bidder shall be held accountable.

The Successful Bidder shall ensure that all Subcontractors/ Carriers selected have experience in the Subcontract work described within the Tender documents, and that they will execute their work with competence and within the required time frame.

The City reserves the right to reject a proposed Subcontractor/ Carrier for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor/ Carrier and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal shall be included in the documents submitted. The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

20. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Tender, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Tender of each proponent (Conflict of Interest Declaration).

21. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability:

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance:

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

22. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

23. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

24. Freedom of Information

Upon submission, all Tenders become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Tenders will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Tender should be clearly identified.

25. Nature of Request for Tender

This RFT does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

26. Preparation of Tenders

All costs and expenses incurred by the Proponent relating to its Tender will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Tenders or the cancellation of this RFT.

27. Finalizing Terms

This RFT will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's Tender is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Tender, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Tender without offering the other proponents, the right to amend their Tenders.

28. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Tender and any subsequent negotiations, within ten (10) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to ninety (90) days following the date of submission of their Tenders.

29. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

30. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

31. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first

through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;

- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

32. Failure to Complete the Work

Should the Successful Bidder be unable to carry out the terms and requirements of the Agreement due to manufacturer's shortage, time delay or discrepancy of any kind, the Successful Bidder shall notify the City immediately at time of order or as it becomes known and the City retains the right to accept or not accept any back order, time delay, product change or discrepancy. The City retains the right to cancel the order in whole or in part and procure the requirements with any other Bidder without any liability to the City.

In the event that the Successful Bidder fails to carry out the terms and requirements of the Agreement in a manner satisfactory to the City, in its sole and absolute discretion, shall have the right to terminate the said work process at any time, upon written notice to the Successful Bidder. The Successful Bidder shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Successful Bidder be entitled to make any claim under the said work process, except for goods and/or services which shall have been satisfactorily completed at the time of termination.

The Successful Bidder agrees that the City may without liability terminate this entire agreement at any time on seven (7) days written notice to the Successful Bidder as a result of changes in the City's requirements or changes in the availability of funds.

33. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

34. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

35. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

36. Errors & Omissions

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Tender, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the Tender and/or Agreement.

**City of Temiskaming Shores
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab**

Form 1 - Form of Tender

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender. All prices must be CDN funds and without HST:

Total Bid Price (Excl. HST): \$ _____

Refer to Form 1A – Schedule of Unit Prices

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Tender.

Bidder's Authorized Official: _____

Title: _____

Authorizing Signature: _____

Date: _____

Form 1 / Form 1A to be submitted.

Form 1A – Schedule of Unit Prices

Item No.	Spec.	Description	Unit	Quantity	Unit Price	Extension
1	SP	Mobilization and Demobilization	L/S	1		
2	SP	Contract Bonds and Insurance	L/S	1		
3	MUNI.182, SP	Environmental / Watercourse Protection	L/S	1		
4	MUNI.206, SP	Earth Excavation, Grading	m ³	14		
5	MUNI.310	Tack Coat	m ²	1651		
6	MUNI.310, SP	Hot Mix HL-3	t	157		
7	MUNI.510	Removal of Asph. Pavement, Partial Depth	m ²	71		
8	MUNI.510	Removal of Asph. Pavement from Conc. Surfaces	m ²	790		
9	MUNI.510	Removal of Steel Beam Guide Rail	m	154		
10	MUNI.511	RIP-RAP	m ²	80		
11	MUNI.706, SP	Temporary Traffic Control Signs	L/S	1		
12	MUNI.708, SP	Portable Temporary Traffic Signals	L/S	1		
13	MUNI.710	Pavement Marking	m	288		
14	MUNI.721	Single Rail Steel Beam Guide Rail with Channel	m	93		
15	MUNI.721	Steel Beam Guide Rail Structure Connections	Each	4		
16	MUNI.732	Steel Beam Energy Attenuating Terminal System	Each	4		
17	MUNI.904, SP	Concrete in Barrier Walls	L/S	1		
18	MUNI.905	Reinforcing Steel Bar	t	0.3		
19	MUNI.908, SP	Railing Post	Each	3.0		
20	MUNI.914	Bridge Deck Waterproofing	m ²	680		
21	MUNI.914	Form and Fill Grooves	m	37		
22	MUNI.920, SP	Deck Joint Assemblies, Installation	Each	2		
23	MUNI.928	Concrete Removal - Partial Depth - Type A	m ³	3		
24	MUNI.928, SP	Concrete Removal - Full Depth	L/S	1		
25	MUNI.928, SP	Concrete Removal - Deck Joint Assemblies	L/S	1		
26	MUNI.929	Abrasive Blast Cleaning of Reinforcing Steel	m ²	66		
27	MUNI.930	Concrete Patches, Unformed Surfaces	m ³	3		

TOTAL BID PRICE (Excl. HST) _____

**City of Temiskaming Shores
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab**

Form 2 - Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Tender of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2026.

Signed: _____

Title: _____

Company Name: _____

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab**

Form 3 - Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

**City of Temiskaming Shores
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab**

**Form 4 - Accessibility for Ontarians with Disabilities Act, 2005
Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

**City of Temiskaming Shores
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab**

Form 5 - List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	Component

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 5 to be submitted.

**City of Temiskaming Shores
PW-RFT-001-2026
Golf Course Rd. Bridge Rehab**

Appendix 01: Contract Specifications – Special Provisions

ITEM 01 Mobilization / Demobilization

Under this Item, the Contractor shall undertake the following work:

- a) Mobilize all required equipment and temporary facilities to the site;
- b) Where necessary, obtain permits / approvals, incl. road occupancy permit;
- c) Protect all utilities and other similar infrastructure during the course of the work, including all required locates, protective measures, daylighting, etc. as required to do the work.
- d) Retain an approved third-party quality assurance testing company to provide all necessary concrete, asphalt, granular, compaction, pull-testing, and other applicable sampling / testing and provide all results to the Contract Administrator.
- e) Remove all equipment, temporary facilities, and surplus materials upon completion;
- f) Clean up and remove all debris for proper off-site disposal;
- g) Restore all disturbed vegetated areas to original conditions or better with topsoil (per OPSS 802), standard roadside seed mix (per OPSS 804), and cover (as required).
- h) Perform all other work required to mobilize and demobilize to/from the site not covered under other pay items.

50% of the total bid price for this Item will be paid in the first progress payment; the remaining 50% for the Item will be paid upon completion.

The total value of the bid price for this Item shall not exceed 5% of the total bid price for this Contract.

ITEM 02 Contract Bonds & Insurance

1.0 SCOPE

This item shall cover the Contractor's cost for provision of the 100% Performance Bond and 100% Labour and Materials Payment Bond, and Liability Insurance.

2.0 BASIS OF PAYMENT

Payment at the Lump Sum price set out in the schedule of unit prices for Contract Bonds and Insurance will be made as follows:

- 100% payable on first Payment Certificate

ITEM 03 Environmental / Watercourse Protection**OPSS 182****Amendments to OPSS.MUNI 182**

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

- Heavy Duty Silt Fence Barriers as per OPSD 219.130;
- Straw Bale Flow Checks as per OPSD 219.180;
- Temporary Rock Flow Checks as per OPSD 219.210;

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

- i) Restoration of the water body and water body banks to conditions existing at commencement of construction or as otherwise specified on the drawings;
- ii) Placement of filter cloth over all catch basins, manhole covers and deck drains within the construction zone to contain all sediment run-off as a result of the bridge work;
- iii) Provide all protection measures to ensure that no deleterious material from any operation enters the stream with particular concern for demolition debris and sediment from runoff;
- iv) No refuelling of vehicles, equipment, etc. is to take place within 30m of a watercourse;
- v) Stationary equipment operating within 30 m of the watercourse shall have hydrocarbon spill containment measures in place;
- vi) Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;
- vii) Machinery shall not operate directly in a watercourse;
- viii) All costs associated with obtaining any necessary permits and approvals from the local Conservation City. Obtaining this permit is the responsibility of the Contractor.

ITEM 04 Earth Excavation, Grading**OPSS 206****Amendments to OPSS.MUNI 206****206.01 SCOPE**

Section 206.01 of OPSS.MUNI 206 is amended by the addition of the following:

Under this Item and for the Contract Unit Price, the Contractor shall perform grading at approach shoulders, embankments and in front of abutments as shown on the Contract Drawings and as directed by the Contract Administrator.

All excess material shall be used within the contract limits as grading material and slope flattening

ITEM 06 Hot Mix Asphalt – HL-3**OPSS 310****Amendments to OPSS.MUNI 310****310.01 SCOPE**

Section 310.01 of OPSS.MUNI 310 is amended by the addition of the following:

Under this item, the Contractor is required to supply and install all labour, equipment, and materials for the placement of temporary ramping at the expansion joints, or as directed by the Contract Administrator, and for the removal of ramping in advance of the placement of the surface course asphalt.

310.05 MATERIALS**310.05.01 Hot Mix Asphalt**

Subsection 310.05.01 of OPSS.MUNI 310 is amended by the addition of the following:

No Reclaimed Asphalt Pavement (RAP) shall be permitted within the mix.

In accordance with OPSS.MUNI 1101, Zone 1 requirements PGAC 52 - 34 shall be used for HL-3 mixes.

ITEM 11 Temporary Traffic Control Signs**OPSS 706****Amendments to OPSS.MUNI 706****706.01 SCOPE**

The Work administered under this Item shall include the supply, erection, maintenance, repair, replacement (as necessary), and removal of all signs, delineators and barricades necessary to advise the public, control traffic and protect the Work area during all stages of construction. This Item shall also cover all traffic control required to maintain one (1) lane of traffic on Golf Course Road at all times throughout the Contract limits and shall include, but not be limited to, any additional signage, barricades, pay duty police and flagging as necessary.

706.02 REFERENCES

Section 706.02 of OPSS.MUNI 706 is amended by the addition of the following:

Ontario Provincial Standard Specifications, Construction

OPSS 710 Pavement Marking

706.04 DESIGN AND SUBMISSION REQUIREMENTS**706.04.01 Submission Requirements**

Section 706.04.01 of OPSS.MUNI 706 is deleted and replaced by the following:

The Contractor shall submit a Traffic Control Plan to the Contract Administrator for review a minimum of 3 weeks in advance of the construction start date. The Traffic Control Plan shall be in general conformance with the layout / requirements of the 'Traffic Staging' drawing including temporary speed advisory signs, and include all other requirements within the Contract Documents; however, the Traffic Control Plan must always be in strict conformance with OTM Book 7.

706.07 CONSTRUCTION

706.07.01 Temporary Traffic Control Signs

706.07.01.01 General

Subsection 706.07.01.01 of OPSS.MUNI 706 is amended by the addition of the following:

The Contractor shall maintain all existing accesses, driveways, entrances, and drainage courses within the site.

Any interference with existing accesses, driveways, entrances, and drainage courses within the site caused by any Equipment or materials (of any type) shall be immediately remedied or the Contractor shall install other temporary measures to compensate, as approved by the Contract Administrator.

706.07.02 Road Closing / Restriction Notice Sign (TC-64)

The Contractor shall provide TC-64 signage on each approach to the work zone with sign wording to be approved prior to fabrication by the Contract Administrator.

Section 706.07 of OPSS.MUNI 706 is amended by the addition of the following subsection:

706.07.07 Speed Signs

The contractor shall supply, erect and maintain advisory speed signs (black on orange) as indicated in Table 1 for the affected length and duration of construction operations that adversely impact traffic, as approved by the Contract Administrator and in conformance with the requirements of Book 7 of the Ontario Traffic Manual.

Table 1 Advisory Signs

Normal Posted Regulatory Speed Limit	Advisory Signs to be Provided by the Contractor
100 km/h	80 km/h
90 km/h	70km/h
80 km/h	60 km/h
70 km/h	60 km/h
60 km/h	Maintain Existing Posted Speed
50 km/h	Maintain Existing Posted Speed

706.10 BASIS OF PAYMENT**706.10.02 Temporary Traffic Control Signs**

Section 706.10 of OPSS.MUNI 706 is amended by the addition of the following:

Work under this Item shall also include all necessary temporary pavement markings and obliteration for each stage of construction. No separate measurement or payment shall be made for temporary pavement marking or obliteration.

ITEM 12	Portable Temporary Traffic Signals	OPSS 708
Amendments to OPSS.MUNI 708		

708.07 CONSTRUCTION**708.07.01 General**

The first paragraph of subsection 708.07.01 of OPSS.MUNI 708 is amended by the addition of the following:

Traffic Signals shall be supplied and installed with microwave or video detection equipment and programmed according to the timing provided.

708.07.04 Traffic Signal Control Programming and Timing

Subsection 708.07.04 of OPSS.MUNI 708 is amended by deleting the second paragraph in its entirety and replacing it with the following:

The traffic signal timing shall be programmed into the traffic signal controller as specified in the Generic Signal Timing Sheet. The generic timing shall be transcribed onto the standard timing sheet for the PTTS controller being used, and a copy of the standard timing sheet shall be kept in the controller. A copy of the standard timing sheet, with a copy of the Generic Signal Timing Sheet attached, shall be submitted to the Contract Administrator prior to PTTS activation.

As part of the work under this item, at the direction of the Contract Administration, the Contractor shall reprogram the traffic signal timing as provided at such time. For bidding purposes, the Contractor shall assume that reprogramming may be required once per stage of construction.

708.07.06 Maintenance of Portable Temporary Traffic Control Signals

Subsection 708.07.06 of OPSS.MUNI 708 is amended by the addition of the following:

The Contractor shall supply a technical expert to be available to respond within 2 hours in the event of a failure of the operation of the PTTS that occurs outside of the Contractors' regular hours of work or in the event of an emergency situation.

Failure may include, but not be limited to, power outage, signal outage or failure of equipment, materials or workmanship.

The Contractor shall supply an emergency call-out telephone number to the Contract Administrator and Owner for a technical expert to respond, at the expense of the Contractor.

The following escalating penalty shall apply in the event of failure of the PTTS that occurs outside of the Contractors' regular hours of work:

First failure event – all costs incurred by the County that requires attendance at the site by County resources including labour, equipment, material, 15% administration;

Second failure event – all costs incurred by the County that requires attendance at the site by County resources including labour, equipment, material, 15% administration; 10% reduction in contract bid item for contractor supply of PTTS;

Third failure event – all costs incurred by the County that requires attendance at the site by County resources including labour, equipment, material, 15% administration; 20% reduction in contract bid item for contractor supply of PTTS.

Subsequent failures of the PTTS to meet the specification requirements beyond the three (3) events noted shall result in instruction to the Contractor to remove and replace the deficient PTTS with a fully functional PTTS, at the expense of the Contractor.

GENERIC SIGNAL TIMING SHEETMAINSTREET (HWY): Golf Course Road TIMING DEVELOPED BY: D.M. WillsDATE TIMING DEVELOPED: December 2025**OPERATIONAL NOTES:****FUNCTION/OPERATION****MOVEMENT**

	Golf Course Rd. EB Thru	Golf Course Rd. WB Thru
PERMITTED MOVEMENTS	X	X
RED LOCK	-	-
AMBER LOCK	X	X
VEHICLE RECALL	-	-
VEHICLE MAX RECALL	-	-
RED REST	X	X
DISPLAY RED ON STARTUP	-	-
PLACE VEHICLE CALLS ON STARTUP	X	X

INTERVAL TIMES**MOVEMENT**

	Golf Course Rd. EB Thru	Golf Course Rd. WB Thru
MINIMUM GREEN	30	30
VEHICLE EXTENSION (PASSAGE TIME)	20	20
MAX GREEN (INCLUDES MIN GREEN)	50	50
MAX GREEN 2 (ALTERNATE MAX GREEN)	-	-
AMBER CLEARANCE	5	5
ALL RED CLEARANCE	20	20

DETECTOR SETUP**MOVEMENT**

	Golf Course Rd. EB Thru	Golf Course Rd. WB Thru
DELAY TIME ON PRESENCE DETECTION	-	-

TIME OF DAY**TIME OF DAY****DAY OF WEEK****MOVEMENT**

OPERATIONS	[START]	[END]	S	M	T	W	T	F	S	Golf Course Rd. EB Thru	Golf Course Rd. WB Thru
MAX RECALL			-	-	-	-	-	-	-	-	-
MIN RECALL			-	-	-	-	-	-	-	-	-
MAX GREEN 2			-	-	-	-	-	-	-	-	-

na --- not applicable

708.09 Measurement for Payment

Section 708.09 of OPSS.MUNI 708 is hereby deleted. No count shall be made of Portable Temporary Traffic Signals, but instead the Item shall be paid lump sum for all required labour, Equipment, and materials to do the work.

ITEM 17	Concrete in Barrier Walls	OPSS 904
Amendments to OPSS.MUNI 904		

904.01 SCOPE

Section 904.01 of OPSS 908 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment, hardware and materials necessary to supply and place concrete in the barrier wall blockouts at each expansion joint as noted in the Contract Drawings and shall include all necessary formwork for the new concrete.

ITEM 19	Railing Posts	OPSS 908
Amendments to OPSS.MUNI 908		

908.01 SCOPE**908.01 SCOPE**

Section 908.01 of OPSS 908 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment, hardware and materials necessary to remove the deficient posts as noted in the Contract Drawings, and replace with new posts, including all required hardware, in accordance with the Contract Drawings and as Directed by the Contract Administrator. All removals shall be done in accordance with OPSS.MUNI 510.

908.07 CONSTRUCTION

Section 908.07 of OPSS 908 is amended by the addition of the following:

908.07.01 General

The quantity of railing posts, and railing post anchorages (in new/exist. barrier wall) shall be confirmed on site at the time of construction. The quantities reported under these tender items are the anticipated quantities based on the most recent OSIM Structure Inspection and should be used for bidding purposes.

908.07.03.01 General

Section 908.07.03.01 of OPSS 908 is amended by the addition of the following:

The Contractor is advised that some elements (bolts, nuts, etc.) may be difficult to remove when dismantling the existing barrier wall post anchorages. When railing posts are to be replaced on

existing barrier wall concrete, the contractor shall make every reasonable effort to reuse the existing anchorage, provided they are undamaged, including the application of a thread/penetrating lubricant prior to removal of the fastening nuts/bolts with a torque wrench. If, after the first attempt at loosening the fasteners with lubricant, the fastening nuts/bolts do not unfasten, the contractor shall apply additional penetrating lubricant and allow ample time (as per the lubricant manufacturer specification) for the lubricant to penetrate before attempting to remove the fastener a second time.

Where posts are to be installed in new concrete within the vicinity of the joints, this is to be done as per the drawings.

Any modifications to the existing or new rail in the field in order to comply with the requirements of the drawings is the responsibility of the Contractor.

908.09 MEASUREMENT FOR PAYMENT

Section 908.09 of OPSS 908 is amended by the addition of the following:

908.09.01.01 Railing Post

Measurement of railing posts shall be by each.

908.10 BASIS OF PAYMENT

Section 908.10 of OPSS 908 is amended by the addition of the following:

908.10.01 Railing Post - Item

Payment at the Contract price of the above tender item shall be full compensation for all labour, equipment and materials required to remove the deficient railing segments and components and install the new replacement railing segments and components.

ITEM 22	<u>Deck Joint Assemblies, Installation</u>	<u>OPSS 920</u>
Amendments to OPSS.MUNI 920		

920.01 SCOPE

Section 920.01 of OPSS is amended by the addition of the following:

In addition to the supply and installation of new expansion joint assemblies, the Work under this item shall include the supply, placement, and curing of new concrete end dams at deck ends/ ballast walls, and deck cantilevers, as well as the installation of expansion joint drainage systems, including catch basins, downpipes, and all associated components and mounting hardware, as detailed in the Contract Drawings.

920.07 CONSTRUCTION**920.07.01 Installation of Deck Joint Assemblies****920.07.01.04 Placing**

Clause 920.07.01.04 of OPSS.MUNI 920 is amended by the addition of the following:

The deck joint assemblies shall be placed according to Table 1.

TABLE 1**Method of Expansion Joint Installation on Bridges**

Name of Structure	Method of Joint Installation
Golf Course Road Bridge	Before Asphalt Paving

ITEM 24 Concrete Removal – Full Depth **OPSS 928**
Amendments to OPSS.MUNI 928

928.01 SCOPE

Section 928.01 of OPSS 908 is amended by the addition of the following:

Under this Item and for the contract unit price, the Contractor shall provide all labour, equipment, hardware and materials necessary to remove blockouts from the exterior deck cantilever sections (outside of exterior girders) and the barrier walls as noted in the Contract Drawings and shall include all necessary debris containment, platforms, etc. as necessary to complete the work.

ITEM 25 Concrete Removal, Deck Joint Assemblies **OPSS 928**
Amendments to OPSS.MUNI 928

928.01 SCOPE

Section 928.01 of OPSS.MUNI 928 is amended by the addition of the following:

Concrete Removal – Deck Joint Assemblies shall include the following work, all as shown on the Drawings and as directed by the Contract Administrator:

- i. Removal of the existing expansion joint armouring, anchorages, seals, and associated components;
- ii. Removal (creation) of blockouts within the existing reinforced concrete in the deck ends between girders and at the top of ballast walls between curbs.

The Contractor shall field cut and remove, or retain, clean and bend existing reinforcing steel, as shown on the Contract Drawings and as directed by the Contract Administrator. Care shall be taken not to damage, cut or loosen existing reinforcing bars exposed by the Contractor's

operations. The exposed reinforcement shall be cleaned of all scale and corrosion deposits by chipping and abrasive blast cleaning. The Contractor shall cut, adjust and/or bend the existing reinforcement where required to accommodate new details.