

Construction Specification for:

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**



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PROJECT No.: 18-007
DATE: JUNE 2020

SPECIFICATIONS
for
PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS

PROJECT NO. 18-007

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**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18 - 007

SECTION 1A

GENERAL INFORMATION

TO TENDERERS

SECTION 1A

GENERAL INFORMATION TO TENDERERS

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GENERAL INFORMATION TO TENDERERS

1.0 INFORMAL TENDERS

Tenderers are required to complete all blank spaces in the Form of Tender and submit with the complete tender document package including any Addenda issued. At all times when completing Contract Documents, the Tenderer shall use his or her full name.

When filling in the Form of Tender, the Tenderer shall complete the blank spaces after the words "being a" with "duly incorporated company", "limited company", or "sole proprietorship" as the case may be, followed by "which is" or "which is not" registered, in the space provided.

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

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

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.

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 or item prices, lump sums, Time of Completion and other information in the Form of Tender.

2.0 ACCEPTANCE OR REJECTION OF TENDERS

The Tender shall take note of the Privilege Clause contained in the Form of Tender concerning acceptance and rejection of Tenders. The Owner reserves the right to reject any or all Tenders or to waive or not to waive any informalities as he may deem advantageous.

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

A Tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer; or when the Engineer, with the written authorization of the Owner, has issued a written order to commence work to the Tenderer. The latter is subject to the express condition that the Owner receives a Performance Bond and a

Labour and Material Payment Bond in accordance with the requirements of the Agreement.

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 same 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 therefore and the lowest or any Tender will not necessarily be accepted.

3.0 EVALUATION OF TENDERS

The Owner or Engineer may request any Tenderer to submit additional information concerning their tender after tender closing. The Tenderer shall submit such information within 48 hours of this request.

The additional information may consist of, but not be limited to, the following:

- i) Details of proposed mobilization and progress schedule.
- ii) Details of the proposed labour force, hours of work and production rates.
- iii) Details of all proposed equipment to be used in the completion of this Contract; their condition and any necessary repairs or modifications required to prepare the equipment for the work and its impact on the schedule.
- iv) Details of any proposed subcontractors and equipment rentals.
- v) Details of proposed methods and methodology planned to be used in the completion of this Contract.

The Tenderer shall note that all information submitted will be used by the Owner to evaluate the tender.

4.0 QUANTITIES

Any quantities as set out in the Form of Tender are approximate and have been prepared by the Engineer for his purposes. They are not warranted by the Owner or by the Engineer. The Contractor shall note that quantities are subject to change and shall consider this in preparing his bid. NO claims for extra payment due to changes to final quantities shall be entertained by the Owner unless the Scope of Work is deemed by the Engineer not to logically fall within the specified Scope of Work for items contained in this Contract. Tenderers shall refer to Section 1B Item 19.0 – Unit Price Tender, for further clarification.

5.0 EXAMINATION OF SITE

The submission of a Tender shall be deemed proof that the Tenderer has satisfied himself as to all the conditions which may enter into the carrying out of the Tender to a satisfactory conclusion and the quantities of the works required. NO claims will be entertained from a Tenderer who was uninformed as to any of the provisions or conditions intended to be covered by the Tender.

The Tenderer shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

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

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

Any inquiries or questions concerning this project shall be directed to Landmark Engineers Inc.

6.0 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he be in doubt as to the meaning or any part of such documents, he should notify the Engineer, preferably in writing. If the Engineer considers that a correction, explanation or interpretation is necessary or desirable, he will issue an addendum to all who have taken out tender documents.

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

7.0 PLANS AND SPECIFICATIONS

It will be the Tenderer's responsibility to clarify any details in question in this Tender or shown on the accompanying plans before submitting his Tender. The Unit and Lump Sum Prices, as tendered, shall include the supply of all labour, materials and equipment to complete this Tender to the satisfaction of the Engineer. No allowance will be made for the Tenderer not being familiar with this Tender.

8.0 HARMONIZED SALES TAX (HST)

The Harmonized Sales Tax (H.S.T.) is not to be included in any unit pricing, in any lump sum pricing, or in the Total Tender Price. For tender purposes, H.S.T. is excluded from the Total Tender Price, and shall be considered as extra. H.S.T. shall be shown separately in the designated space (if provided) on the Form of Tender. H.S.T. will be added as extra to any payments or progress payments, with H.S.T. calculated at 13% (or such other rate as determined by Canada Revenue Agency).

9.0 MAINTENANCE

The successful Tenderer shall guarantee the work for a period of one year from the Date of Substantial Performance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause fail to do so, then the Owner may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expenses so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Owner from the successful Tenderer.

The decision of the Engineer shall be final as to the necessity of repairs of any work required to be done under the provisions of this clause or any other clause or clauses, in the amounts expended therefore.

10.0 PRIME TENDERER

The Tenderer shall bid on all sections of this Tender and the Engineer will deal only with the Prime Tenderer whose name is shown in the Agreement, or his appointed representative.

This Contract will be awarded to one Tenderer only.

11.0 HOLDBACK

Progress Payments shall be subject to a holdback of ten percent (10%) of the price of the services and materials which have been supplied in accordance with the requirements of the Construction Act.

In addition to the ten percent (10%) holdback, the Owner may withhold a sufficient and reasonable sum, as determined by the Engineer, until

uncompleted work is finished or deficiencies in any part of the constructed works are rectified.

Provided that no liens are registered against the project, holdback monies will be released in accordance with the Construction Act and after the following required documentation has been submitted by the Contractor.

- a) Certificate of Clearance from the Workplace Safety and Insurance Board.
- b) Confirmation of publication of the Certificate of Substantial Performance in a Construction Trade Newspaper or equivalent publication.
- c) A Statutory Declaration stipulating that all accounts with regard to the Contract have been settled.

12.0 WORK SUBSIDIES

The successful Tenderer shall supply all information to the Owner required for recovery of any subsidies accruing to the Owner under a Federal or Provincial Works program or other similar work incentive program.

All subsidies shall be the property of the Owner and no claims will be allowed or payments made to the Tenderer by the Owner in respect of any subsidies.

13.0 DAMAGES DUE TO DELAYS

Tenderers are instructed to take note that third parties, their Contractors, and Subcontractors, (including, without restricting the generality of the term "third parties", Utility Commissions, Bell Canada, the Union Gas Company of Canada Limited, Hydro Electric Power Commission and Cable Television Company) may be removing, replacing, relocating, rebuilding and renovating certain plant, fixtures and equipment (hereinafter referred to as "third party work") arising out of the work to be done pursuant to these Contract Documents. The successful Tenderer will find it necessary therefore to arrange the scheduling and execution of the work of the successful Tenderer around third party work. The Owner will not be responsible in any way for delays that may be caused by the acts, omissions, misfeasance or non-feasance of such third parties.

Tenderers are, therefore, emphatically instructed to note that the successful Tenderer shall have no cause of action for damages or consequential damages either against the Owner or the Engineer for delays based upon the allegation that the site of the work was not made available to him by the Owner or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of such third parties engaged in third party work.

14.0 ADDENDA

Addenda to the Tender shall be either delivered or sent by e-mail or sent by facsimile transmission (fax). The Addenda shall be inserted in the Tender Documents immediately preceding the Form of Tender.

If any Addenda are issued, the Tenderer shall indicate the number of issued addenda in the appropriate blank space on the Form of Tender.

If no Addenda are issued, the Tenderer shall stroke out the words "and

_____ addenda to the said documents" in the Form of Tender.

15.0 LABOUR CONDITIONS

Labour conditions, as set out by the Ministry of Labour, must be adhered to during the course of this project.

16.0 ABILITY AND EXPERIENCE OF TENDERER

It is not the intention of the Owner to award this Contract to any Tenderer who does not furnish satisfactory evidence that he has ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute and complete it in the time stated in the Contract.

To demonstrate that the Tenderer has the necessary ability and experience to complete the work, he shall list no fewer than three (3) similar projects on page FT/FA-5 of this Tender. The Owner and Engineer reserve the right to assess the adequacy of the experience indicated by the Tenderer.

17.0 DISPROPORTIONATE BIDS

The Owner reserves the right to reject any Tender which would appear to contain disproportionate prices for the various works included in this Contract.

18.0 WORKERS' COMPENSATION

Certificates of Clearance from the Workplace Safety and Insurance Board will be required before commencement of the work and before final payment is made.

19.0 SAFETY

The successful Tenderer shall carry out this project in strict accordance with all applicable Occupational Health and Safety Acts, including the regulation for construction projects, Ontario Regulation 213/91 as amended by Ontario Regulation 631/94, and other prescribed legislation and regulations as they may pertain to the work.

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18 - 007

SECTION 1B

SPECIAL INFORMATION TO TENDERERS

SECTION 1B

SPECIAL INFORMATION TO TENDERERS

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SPECIAL INFORMATION TO TENDERERS

1.0 PLANS, SPECIFICATIONS AND TENDER FORMS

Plans, Specifications, Tender Forms and all necessary information may be obtained at the offices of Landmark Engineers Inc., 2280 Ambassador Drive, Windsor, Ontario, N9C 4E4, (telephone (519) 972-8052; fax (519) 972-8644). A cheque in the amount of \$50.00 will be required for each set of documents taken. This deposit is refundable if a bona fide Tender is submitted, or if the Tender packages are returned with no writing, markings or stains on any part of the Tender package within fourteen (14) days of the Contract Award.

TENDERS MUST NOT BE SEPARATED FROM THE BOOKLET OF TENDER DOCUMENTS. Removal of Form of Tender from Tender Booklet may constitute an informality.

2.0 LOCATION

The subject property is located along the north and northeast shorelines of Peche Island along the upper Detroit River within the City of Windsor – see site location on accompanying drawings.

3.0 WORK

The work to be completed under this Contract will include the furnishing of all labour, supervision, equipment and materials necessary to carry out the following:

- Construct intermittent offshore sheltering islands offshore of the north shore of Peche Island including the supply and placement of assorted rock and cobble stone materials.
- Construct an armour rock revetment along the northeast shore of Peche Island including the supply and placement of assorted rock materials.

The above description is general only and must not be considered as limiting the scope of work.

4.0 OWNER

For the purpose of this Tender, the Owner is "The Essex Region Conservation Authority", acting on behalf of the City of Windsor. Any reference in these documents to the Owner or the Corporation shall mean the Owner listed herein.

5.0 ENGINEER

For the purpose of this Tender, the Engineer is “Landmark Engineers Inc.” Any reference in these documents to Engineer shall mean the Engineer listed herein.

6.0 CONTRACT DEPOSIT OR BID BOND

No Tender shall be considered as bona fide unless accompanied by a Certified Cheque or Bid Bond in the amount of **\$200,000.00** and made payable to The Essex Region Conservation Authority. The Certified Cheque or Bid Bond of the unsuccessful Tenderers will be returned without interest upon execution of the Tender with the successful Tenderer.

The Tender shall remain open for acceptance by the Owner for a period of sixty (60) days from the Tender closing date.

The Certified Cheque or Bid Bond of the successful Tenderer will be retained as liquidated damages to indemnify the Owner in case of default until such time as the Contract is executed.

All Certified Cheques or Bid Bonds will be returned without interest should a Contract not be executed within sixty (60) days of the date of closing of this Tender.

The successful Tenderer shall execute a Contract in writing with the Owner within five (5) days after being notified in writing by the Engineer of the acceptance of his Tender. In the event that such Contract is not executed within the said period, the Certified Cheque or Bid Bond of the Tenderer whose Tender has been accepted and who has failed to execute a Contract, shall be forfeited to the Owner and thereafter the Contract between such Tenderer and the Owner shall be forthwith terminated, forfeited and ended.

7.0 COMMENCEMENT AND COMPLETION

The Contractor shall mobilize to site and commence work within one week of written instructions to do so and shall complete the work within the time limit specified in Clause 11.0 of the Special Information to Tenderers.

8.0 CLOSING DATE FOR TENDERS

Sealed Tenders, plainly marked “Peche Island Erosion Protection and Habitat Improvements” and shall be submitted to:

Landmark Engineers Inc.
2280 Ambassador Drive
Windsor, Ontario
N9C 4E4

and will be received up until **2:00:59 p.m., local time, Tuesday, 7 July 2020**. The Tenders will be opened and read publicly on a video

conferencing platform at **2:00 p.m., local time, Wednesday, 8 July 2020** for all companies who submit Tenders.

9.0 APPROVALS

This project is subject to the approvals of the Essex Region Conservation Authority, the Ontario Ministry of Natural Resources, and Fisheries and Oceans Canada. During the execution of this project, the Contractor shall be bound to comply with all conditions of approval from these authorities.

10.0 LIQUIDATED DAMAGES

In the event that the successful Tenderer has not completed the Contract upon the expiry of the date of completion, it is agreed by the parties of the Contract that damage will be sustained by the Owner and the parties, hereto, agree that the successful Tenderer will pay to the Owner the sum of One Thousand Dollars (\$1,000.00) per day, for liquidated damages for each and every calendar day's delay in finishing the work in excess of the time allowed. This amount is based on the per diem cost of inspection services by the Engineer.

If the successful Tenderer is delayed by reason of alterations or changes deemed necessary by the Engineer, not contemplated by the Contract, the time of completion shall be extended for a period to be determined by the Engineer, and the successful Tenderer shall not be liable for liquidated damages for the period of such extension.

A Certificate of Substantial Performance will be issued by the Engineer to the successful Tenderer when the work has been substantially performed in accordance with the definitions in the Construction Lien Act, 1990, and any amendments made thereto.

11.0 COMPLETION DATE

The work under this Contract shall be completed to the satisfaction of the Engineer within the time limit specified.

i) General

The Contractor's attention is directed towards Clause 7.0 of the Special Information to Tenderers regarding commencement.

ii) Progress to the Work and Time for Completion

The Contractor shall commence his work on this Contract within 7 working days of receiving written instructions from the Engineer to commence work. Once work has begun, the Contractor will be required to furnish a normal labour and equipment force, without interruption, until final completion of the Contract unless otherwise authorized by the Engineer. The Contractor shall prosecute his work on this Contract to completion of **Phase 1** works by **31 March 2021**.

If the time limit specified above 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 for the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

Working time shall be charged until the date of substantial performance of the work by the Engineer, at which time all work required in the Contract, including all final clean-up and trimming shall be completed.

iii) Working Day

A working day is defined as any day throughout the year (there are no exempt months).

- Except Saturdays, Sundays, and Statutory Holidays.
- Except a day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to controlling operation or operations, as determined by the Engineer; from proceeding with at least 60% of the normal labour and equipment force engaged on such operation or operations for at least 5 (five) hours toward completion of such operation or operations. A controlling feature of work is to be construed to include any feature of work considered at the time by the Engineer and the Contractor, which, if delayed, will delay the time of completion of the Contract.

At the Contractor's request, the Engineer will furnish a statement showing the number of working days which have been charged to the Contract, the number of working days specified for completion of the Contract and the number of working days remaining to complete the Contract. The Contractor will be allowed one week in which to file a written protest setting forth reasons for his disagreement with the statement. Otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

An extension of time may be granted in writing by the Engineer in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be for such time as the Engineer and/or Owner may prescribe, and the Engineer/Owner shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made in writing by the Contractor to the Engineer at least ten (10) days prior to the date of completion fixed by the Contractor. The date of expiry of all bonds or other surety furnished to the Owner by the Contractor shall be extended to

the new date of completion, and the Contractor shall furnish the Engineer with evidence of such extension of the bond or other surety. The Engineer takes no responsibility in assuring that bonds and other surety are properly in force, this shall be the full responsibility of the Contractor.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work and whenever in this Contract power or authority is given to the Owner or the Engineer or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance of non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such power or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Engineer.

12.0 TRAFFIC CONTROL

The successful Tenderer will be required to control traffic on the project at all times when construction vehicles interfere with or temporarily block traffic on existing roadways. The Contractor will be required to submit details of his proposed traffic control methods. This information shall incorporate signs, flashing lights and traffic control personnel in accordance with MTO procedures for traffic control as outlined in the Ontario Traffic Manual – Book 7, and all other applicable regulations in effect during the Contract. **The Contractor is advised to see Item 24.0 - Traffic Control of the General Special Provisions Section of this Contract.**

13.0 QUALIFICATIONS

Prequalification procedures are not applicable to this Tender.

14.0 SOILS INVESTIGATION

No project specific soils investigation has been completed for this project.

15.0 INSURANCE

The Tenderer's attention is drawn to Section GC 11.1 of the Standard Construction Document - CCDC 2 - 2008 regarding insurance. The Essex Region Conservation Authority, the City of Windsor and Landmark Engineers Inc. shall all be named as additional insureds as well as any others required by the Owner or Engineer at the time of Bond preparation.

16.0 PERFORMANCE BOND

The successful Tenderer with a Surety approved by the Owner, will be required to enter into and sign an approved Performance Bond jointly and severally with the Owner for the amount of one hundred percent (100%) of the Total Tender Price for due and proper fulfillment of the Tender and maintenance of the work for the duration of the maintenance period.

Individual members of the Tenderer's firm will not be accepted as sureties. The bond of a Guarantee Company approved by the Owner will be accepted.

17.0 LABOUR AND MATERIAL PAYMENT BOND

The successful Tenderer will be required to furnish a Labour and Material Payment Bond in a form suitable to the Owner in the amount equal to one hundred percent (100%) of the Total Tender Price for payment of all labour and material used in the completion of the project. The dollar limit noted herein does not relieve the successful Tenderer from any and all obligations which he may have regarding the full payment of all labour and material used in the completion of the work.

18.0 LIST OF DRAWINGS

The following drawings are part of this Contract.

<u>Sheet No.</u>	<u>Description</u>	<u>Drawing No.</u>
-	Cover Sheet	None
1	Site Plan	18-007-01
2	North East Shore Protection	18-007-02

19.0 UNIT PRICE TENDER

The Tender Form may include estimated quantities which have been prepared by the Engineer for his purposes. Neither the Owner nor the Engineer guarantee the accuracy of the quantities shown therein. Each Tenderer shall verify for themselves the accuracy of any estimated quantity shown therein during the Tender period.

The Tenderer shall note that the quantities as set out in the Form of Tender may be altered by the Owner or Engineer at any time and for any reason. In addition, any Item of work may be deleted from the Contract at the discretion of the Owner. If any quantity is altered or Item deleted, the Contractor will have no claim against the Owner or Engineer for so doing. The Contractor is advised to take this requirement into consideration when determining his unit prices and Total Tender Price.

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18-007

SECTION 2

FORM OF TENDER

AND

FORM OF AGREEMENT

SECTION 2

FORM OF TENDER

for

PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS

PROJECT NO. 18-007

To: Essex Region Conservation Authority

Gentlemen:

_____, the undersigned having examined the site of the works, General Conditions of Contract, Specifications, Drawings, Information to Tenderers and Schedule of Items and Prices prepared by Landmark Engineers Inc., 2280 Ambassador Dr., Windsor, Ontario, N9C 4E4, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

_____ attached Addenda to the said Documents,

this the firm of _____

being a _____

which _____

registered under the laws of the Province of _____ hereinafter called

the "Tenderer" or "Contractor" with head office at _____

does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Tender Documents and attached Addenda for the Total Tender Price of _____

_____ (excluding H.S.T.)

or such other sums as may be finally ascertained in accordance with the allowance for additions and deductions as set out in the Tender Documents. The aforesaid Tender Price is made up from the following Schedule of Prices.

And also agrees that until the Form of Agreement is completed and executed, this Tender, together with the acceptance thereof by the Owner shall constitute a binding Contract between the Owner and the Tenderer, regardless of whether or not any other Tender has been previously accepted.

And also agrees to leave this Tender open for acceptance for a period as specified in the Special Information to Tenderers.

And also agrees that if this Tender is accepted, to furnish Liability Insurance and accept payments and complete the works as elsewhere outlined in the documents.

And also agrees that should the Tenderer default or fail in any matter contained herein, the Tenderer shall forfeit the Certified Cheque or Bid Bond to the Owner as liquidated damages for such default or failure and also agrees to pay to the Owner the difference between the price or prices set out in this Tender and any greater sum or sums which the Owner may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders and fully to indemnify and save harmless the Owner and/or its officers, agents, consultants, sub-consultants or servants from all loss, damage, liability, costs, charges or expenses whatever, which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.

And also agrees that the Owner has the right to accept or reject all or any portion of this Tender.

And the Tenderer hereby proposes _____

(Name of Authorized Surety Bonding Company of Ontario)

which is willing to become bound with the Tender in the required amount for the due performance and fulfillment of the requirements contained in these Tender Documents.

Privilege Clause

With execution of this tender,

“The Tenderer acknowledges that the Owner shall have the right to reject any and all tenders for any reason or to accept any tender which the Owner in its sole unrestricted discretion deems most advantageous to itself. The Tenderer acknowledges that the Owner may rely upon criteria that the Owner deems relevant even though such criteria have not been disclosed to the Tenderer. By submitting a tender, the Tenderer acknowledges the Owner’s right under this clause and absolutely waives any right of action against the Owner and its consultants for the Owner’s failure to accept the Tenderer’s tender whether such right of action arises in contract, negligence, bad faith, or any other cause of action.

TENDERER'S SIGNATURE

Note:

If this Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof, who shall subscribe his name and office.

WITNESS _____

DATED AT _____

THIS _____ DAY OF _____

20 _____

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS
FORM OF TENDER - SCHEDULE OF ITEMS AND PRICES**

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<u>PART 'A' - NORTH SHORE</u>						
1		Construct rock berms complete, including supply and placement of all rock and stone materials as shown on the Contract Drawings.				
	6.2.0	a) Supply and place gabion stone	Tonnes	2,350		
	6.3.0	b) Supply and place filter rock.	Tonnes	2,550		
	6.5.0	c) Supply and place armour rock.	Tonnes	6,350		
	6.4.0	c) Supply and place round stone.	Tonnes	670		
2	6.4.0	Construct rock shoals at ends of islands complete, including supply and placement of round stone as shown on the Contract Drawings.	Tonnes	200		
TOTAL PART 'A'						
<u>PART 'B' - NORTH EAST SHORE</u>						
1		Construct rock revetment complete, including supply and placement of rock, stone and flyter fabric materials as shown on the Contract Drawings.				
	6.2.0	a) Supply and place gabion stone.	Tonnes	800		
	6.6.0	b) Supply and place filter fabric.	m ²	1,250		
	6.5.0	c) Supply and place armour rock.	Tonnes	4,950		
TOTAL PART 'B'						

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<u>PART 'C' - MISCELLANEOUS COSTS</u>						
1		Mobilization and Demobilization	Lump Sum			
2	1B.15.0, 16.0,17.0	Bonds (Performance and Labour & Material) and Insurance	Lump Sum			
3	3.24.0	Supply, install and maintain construction signage, barricades, etc. as needed	Lump Sum			
4		Supply, install and maintain sediment control measures in accordance with project permits as needed	Lump Sum			
5		Complete fish salvage over course of construction as specified	Lump Sum			
6		Contingency	Allowance			
				TOTAL PART 'C'		
				TOTAL TENDER PRICE (excl. HST) -		
				TOTAL (A+B+C)		

COMPLETED PROJECTS

I/We have in the past completed the following works which are similar to the work for which the present offer is made:

Description Of Work	Location	Year Completed	For Whom Work Performed	Value
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Note: The Tenderer must list no fewer than three (3) similar projects.

EQUIPMENT STATEMENT

The Tenderer shall, in the space provided hereunder, furnish a list and a complete description of the plant and equipment available for the satisfactory completion of work. The Engineer reserves the right to inspect all plant and equipment listed prior to the award of a Contract.

Description of Unit (make, model & year)	Size, Capacity and Horsepower Rating	Auxiliary and/or Special Attachments	Condition	Present Location	Description of Ownership
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NOTE

The Form of Agreement for this Contract shall be the standard construction document 'CCDC 2 - 2008' (Stipulated price contract) as supplied by the Canadian Construction Documents Committee. Copies of the Form of Agreement will be included in the executed Contract and can be reviewed at the office of the Engineer during normal business hours prior to Contract execution.

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18-007

SECTION 3

GENERAL SPECIAL PROVISIONS

SECTION 3

GENERAL SPECIAL PROVISIONS

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GENERAL SPECIAL PROVISIONS

1.0 GENERAL

These General Special Provisions shall apply to and form part of this Contract.

2.0 CONFLICTS AND OMISSIONS

The Contractor shall do all the work and furnish all the materials in accordance with the best practices, and in the event of any inconsistency or conflict in the provisions of the plans and specifications, such provisions shall take precedence and govern in the following order:

- a) the Agreement between the Owner and Contractor
- b) the Definitions (as indicated in the Agreement)
- c) Supplementary Conditions
- d) General Conditions
- e) Specifications
- f) Material and Finishing Schedules
- g) Contract Drawings

Neither party to the Contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the plans and specifications. Any work or material not included herein but which may be fairly implied as included in this Contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work or materials had been specified.

3.0 STANDARD SPECIFICATIONS

The Ontario Provincial Standard Specification, Canadian Standards Association, American Association of State Highways and Transportation Officials, Canadian General Standards Board and other referenced standards (latest editions) shall apply and form part of the Contract Documents as referred to in these Contract Documents except that any reference to the Ministry shall mean the Engineer authorized by the Owner to act on its behalf.

These Standard Specifications are not included in the Tender Documents. They can be examined at the Engineer's office or by obtaining copies from the respective authorities. The Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) referenced in these Tender Documents can be obtained free of charge at:

<http://www.raqsb.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

4.0 ADDITIONAL DETAILS, INSTRUCTIONS AND DRAWINGS

Additional details, instructions and drawings may be issued by the Engineer to clarify work which shall become part of the Contract.

5.0 APPLICABLE REGULATIONS AND MINIMUM STANDARDS

The Contractor shall execute the work to meet or exceed the rules and regulations of authorities having jurisdiction, including the National Building Code of Canada, Ontario Building Code and Electrical Code, National Fire Code of Canada and any other code of provincial or local application including all amendments up to the project date. In any case of conflict or discrepancy, the more stringent requirement shall apply.

The Contractor shall reference the Environmental Protection Special Provision of this Contract with regards to Workplace Hazardous Materials Information System (WHMIS) requirements.

6.0 FEES, PERMITS AND CERTIFICATES

Permits and/or approvals required for work at the site will be obtained by the Owner from the following agencies:

1. Essex Region Conservation Authority
2. City of Windsor
3. Fisheries and Oceans Canada

7.0 INCIDENTAL COSTS

The following is a partial list of items, the cost of which is to be included in the unit prices of the Tender items. No additional payment will be made for the following:

- a) Cost of permits and fees (see Item 6.0);
- b) Cost of removing and relocating to temporary and/or final locations; small signs, hedges, mail boxes and other minor obstructions interfering with construction;
- c) Cost of maintaining vehicular traffic and pedestrian access as noted elsewhere in these specifications;
- d) Cost of providing and maintaining the Engineer's office (if required) as outlined elsewhere;
- e) Cost of maintaining dust control as outlined elsewhere;
- f) Cost of removing excess materials from the Owner's lands as outlined elsewhere;
- g) Cost of supplying, installing, and removing project signs (if required).

8.0 DOCUMENTS REQUIRED

The Contractor shall maintain at the job site, one of each of the following in a clean, dry and legible condition:

- i) Contract Drawings
- ii) Contract Specifications
- iii) Addenda
- iv) Reviewed Shop Drawings
- v) Change Orders
- vi) Other Modifications to the Contract
- vii) Field Test Reports
- viii) Copy of Approved Work Schedule
- ix) Manufacturer's Installation and Application Instructions for all Fabricated Items
- x) Copies of all work permits obtained for the project.

The Contractor shall make these documents available at all times for inspection and use by the Engineer.

9.0 EXTRA WORK

Extra work is work which is required, but not described in the Contract Documents or on the Contract Drawings.

No work shall be regarded as extra work unless it is approved in writing by the Engineer, and with the agreed price and method or payment for it specified in the said approval, provided the said price is not otherwise determined by this Contract. The Engineer reserves the right to negotiate prices for extra work.

All notification of claims for extra work shall be made to the Engineer before the extra work is started. Notwithstanding anything contained in the General Conditions when it is necessary to perform work additional to the Tender items, unit prices to cover the cost of the work shall be negotiated whenever possible.

Where it is impractical, due to the nature of the work, to negotiate prices for extra work not included in the Tender, the cost of the additional work may be paid for by a force account, previously agreed upon and authorized by an order issued prior to carrying out the work, and for which payment is based on Form OPSS.MUNI 100 and the Ontario Provincial Standard Specifications "Schedule of Rental Rates," No. 127.

10.0 CLAIMS

If a Contractor considers that he has a claim for compensation for costs which he had incurred or for loss he has suffered during the performance of the Contract, he should immediately advise the Engineer of his Intent to Claim on any specific portion of a Contract and he must also advise the Engineer in writing of his said Intent within seven (7) calendar days of the commencement of the work on which he intends to claim. He shall submit his claim no later than fifteen (15) days after the date of completion of the work.

When notice of claim is not given or the claim is not submitted within the periods prescribed by this Section, the Claim may be disallowed.

11.0 EMPLOYMENT STANDARDS

The Contractor shall conform to the requirements of the current editions of the Industrial Standards Act, the Employment Standards Act and the Regulations proclaimed there under.

12.0 FIRST AID EQUIPMENT

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workers' Compensation Act and as required by all other applicable regulations.

13.0 SANITARY MEASURES

The Contractor shall either arrange for or provide and properly maintain in a clean and sanitary condition, suitable conveniences for his workers and for the Engineer's staff.

14.0 CONSTRUCTION SAFETY

The Contractor shall conform with the requirements of the current edition of the Occupational Health and Safety Act for Construction Projects and to the Regulations proclaimed thereunder, or any other applicable acts and regulations that may be in effect.

15.0 GENERAL CO-ORDINATION

The General Contractor shall be responsible for the co-ordination between Contractors and/or working forces of other organizations and utility companies in connection with this work.

16.0 PROGRESS SCHEDULE

The Contractor shall be required to submit a Progress Schedule to the Engineer one week prior to commencement of the work. Such schedule shall be in a form acceptable to the Engineer, and shall indicate clearly the proposed order and time allowance for the various phases of the work in sufficient detail to show weekly progress.

The approval of the Progress Schedule by the Engineer will not cast any responsibility upon the Engineer or the Owner in seeing to it that the Progress Schedule is adhered to since timely execution of the work is the entire responsibility of the Contractor. As requested by the Engineer, the Contractor shall review the Progress Schedule and update as required. The Contractor shall make no changes to the Progress Schedule without prior written approval from the Engineer. The Engineer may, at his discretion, vary the Progress Schedule in whole or in part without relieving the Contractor from any of this responsibility to execute the Contract in a timely way, nor shall such variation cast any responsibility whatsoever upon either the Engineer or the Owner.

17.0 SUPERVISION

The Contractor shall be responsible to monitor his own work on an ongoing basis and to provide adequate supervision to ensure a workmanlike job. He shall provide a qualified foreman to ensure that the job proceeds in a proper and efficient manner.

If in the opinion of the Engineer, such personnel are not competent to carry out their work, the Contractor shall replace these men immediately upon written request of the Engineer.

18.0 LINES AND GRADES

The Engineer will provide base lines, monuments and bench marks as shown on the Contract Drawings and will assist the Contractor in the use of these for establishing line and grade.

The Contractor shall immediately upon entering the site for the purpose of beginning work on this Contract, locate and mark all "key" bars and all general reference points, and take proper action necessary to prevent their disturbance. If disturbance of the general reference points occurs, the Contractor shall, at his sole expense, replace the monument within one (1) working day by qualified personnel.

The Contractor shall retain at his expense a certified survey company to properly lay out and establish secondary lines, grades and coordinates necessary for construction using total station equipment. He shall construct and maintain substantial batter boards, alignment markers and secondary bench marks as may be required for the proper execution of the Contract, for the duration of the Contract.

The Engineer shall be notified of any layout work carried out and shall check same if he so desires. Checking of layout or failure to do so in no way relieves the Contractor of the full responsibility for construction of the work to the proper alignment and grade. Any works not constructed to the lines and grades specified (except as approved by the Engineer) shall be corrected to the satisfaction of the Engineer and at the expense of the Contractor.

19.0 PRELIMINARY MEASUREMENT

Before commencement of any excavation, fill or other work for which the basis of payment is volume in place, the Contractor will inform the Engineer sufficiently in advance to allow cross-section work (if required) to be carried out.

Any cross-sections taken by the Engineer will be available to the Contractor for checking.

If the Contractor begins work without giving the Engineer sufficient notice to allow cross-section work to be carried out, or if the Contractor begins work without having checked the Engineer's cross-sections, he shall have

forfeited all rights to dispute the accuracy of the Engineer's determination of the quantity in question.

20.0 PRIVATE PROPERTY

The Contractor shall confine work including temporary structures, plant, equipment and materials to established limits of the site.

The Contractor shall assume full responsibility for crossing or making use of private property outside the limits of the Contract. Before the Contractor or any of his sub-contractors shall make use of any private property for any purpose, he shall first submit to the Engineer, a copy of a written agreement granting permission by the Owner of the private lands. The Engineer assumes no responsibility in verifying that permission to enter private property is granted. Any costs associated with the above shall be at the Contractor's expense.

While on private property, the Contractor shall continuously maintain adequate protection of all work from damage and shall protect all private property and structures from damage or loss arising in connection with the Contractor's work. He shall make good any such damage, injury or loss. Replacement materials shall be of quality equal to or better than the existing materials that were damaged by the Contractor's work.

21.0 PROPERTY BARS

The Contractor shall be responsible for marking and protecting all property bars during construction. All property bars which are missing, or damaged (in the opinion of the Engineer) or unavoidably removed shall be replaced at the Contractor's sole expense upon completion by an Ontario Land Surveyor.

In addition, "key" bars for layout will be marked by the Contractor with a 2 inch x 4 inch x 4 feet (50mm x 100mm x 1200mm) wood stake. If these "key" bars are damaged or buried, the Engineer will not check layout work or provide any layout until the "key" bars have been replaced.

The Contractor will have no claims against the Engineer or the Owner for hardships he may endure caused by delays in the replacement of these "key" bars.

22.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor's attention is drawn to the presence of utilities on this project. The locations of underground and overhead utilities shown on the Contract Drawings is for the Owner's use only and is not guaranteed by the Owner or the Engineer. It is the Contractor's responsibility to contact Utility Companies for further information in regard to these utilities, and to exercise the necessary care in construction operations or take other precautions to safeguard the Utility Company from damage. The cost of all damages to utilities both overhead and underground caused by the Contractor's operations shall be borne solely by the Contractor.

23.0 SUPPLY OF MATERIALS

The Contractor is required to supply all products, equipment and articles incorporated in the Work for the execution of this Contract to the satisfaction of the Engineer. All materials supplied shall be new products unless otherwise specified, and shall be free of defects or damage, and of the best grade (compatible with these Specifications) for the purpose intended.

The Contractor shall deliver and store material and equipment to manufacturer's instructions with manufacturer's labels and seals intact. When material or equipment is specified by standard or performance specifications, the Contractor shall upon request of the Engineer, obtain from the manufacturer an independent testing laboratory report stating that the material or equipment meets or exceeds specified requirements. The Contractor shall unless otherwise specified, comply with manufacturer's latest printed instructions for material and installation methods, any conflicts between manufacturers instructions and these specifications should be reported to the Engineer for decision on which document is to be used.

Materials listed to be supplied by any Ministry specified in the Standard Specifications, shall be supplied by the Contractor and considered compensated for as herein outlined.

The Contractor shall provide samples of selected materials, assemblies or components as requested by the Engineer.

24.0 TRAFFIC CONTROL

The Contractor shall control traffic in accordance with the Ontario Traffic Manual (Book 7 - Temporary Conditions) as published by the Ministry of Transportation and as illustrated in the Contract Drawings.

All signs shall be kept clean and in good condition, and shall meet or exceed the standard of reflectorization set out in the Ontario Traffic Manual. The Contractor shall review the placement of these signs with the Engineer in advance of any on-site construction.

Payment for signage and traffic control shall be made at the lump sum price bid and shall be compensation in full for all labour, equipment and materials required to carry out this work. This item shall be paid out incrementally, such that: 50% of the lump sum price bid shall be paid for the submission of an acceptable Traffic Control Plan and the satisfactory erection of the approved traffic control measures; 40% of the lump sum price bed shall be paid over the course of the project for adequate maintenance of the traffic control measures; and 10% of the lump sum price bid shall be paid out for removal of the traffic control measures upon completion of the project.

25.0 PEDESTRIAN AND VEHICULAR ACCESS

The Contractor shall assume full responsibility for and be required to provide for and maintain pedestrian access and vehicular access to all private property and through the construction work as required or as directed by the Engineer. This may require the provision of adequate temporary board works, steps or ramps where necessary to allow pedestrian and/or vehicular traffic to pass due to new construction.

26.0 DAILY CLEAN-UP, HAUL ROUTES, RESTORATION AND SITE PROTECTION

The Contractor shall be required to keep the premises in a clean and orderly condition during construction, grade trenches daily, maintain project free from accumulated waste and rubbish, and remove excess and unusable materials as required and requested by the Engineer and authorities having jurisdiction. Mud tracked into the travelled roadway shall be removed immediately. Open trenches will not be allowed overnight.

The Contractor shall be responsible for removing all materials, earth or debris which falls out of trucks or from his own vehicles, his sub-contractors' vehicles, and supplier's vehicles on roadways, sidewalks and bridges used as a route between disposal areas and the site. The Contractor shall employ workmen sufficient in number or shall use some other means necessary to keep such streets, sidewalks and bridges in a clean condition, free from materials, earth, debris and damage.

Haulage Routes to and from the site for the delivery of rock, concrete or materials and for the removal of materials off site shall meet the requirements of these specifications and shall conform to the requirements of authorities having jurisdiction. The Contractor shall be solely responsible for obtaining any required permits or approvals of haul routes, and shall submit the above to the Engineer as requested.

The Contractor may be required to construct a temporary gravel driveway or other structure exiting any wet area to minimize the material tracked onto the haul route if deemed necessary by the Engineer or authorities having jurisdiction. No claim for extra will be entertained for the above.

The Contractor shall provide protection to the site with necessary barriers, warning lights and signs as to protect the site from damage. Any damaged work shall be replaced at the Contractor's sole expense with matching material and to original finish.

27.0 PUBLIC CONVENIENCE

The Contractor shall appoint a competent representative to receive and deal with any complaints received from the public with regard to safety, protection of traffic, etc., condition of road surfaces and driveways within the Contract Limits or nuisance caused by the work and shall inform the Engineer and the Police of the name, address and telephone number of the representatives prior to commencement of work.

The Engineer will provide for a notice to householders and businesses in the vicinity of the work and include in the same, the name, address and telephone number of the above representative to be notified after working hours in case of complaints.

All complaints shall be properly dealt with and the representative shall take all such remedial action to prevent further complaints on the same matter.

28.0 CONSTRUCTION & STORAGE AREA

The Contractor shall have full use of the site for the execution of work with accordance to Item 15.0 of this section. The Contractor shall confine work, including temporary structures, plant, equipment to established limits of the site. The location of temporary buildings, roads, drainage facilities, services shall be approved by the Engineer and be maintained in a clean, orderly manner.

The limits of the construction and storage yard will be designated by the Engineer prior to commencement of work unless otherwise stated. The Contractor shall be responsible for any additional storage and work areas in accordance with Item 20.0 of this section.

29.0 QUALITY CONTROL

The following listing of tests, if required by the Engineer, will be paid for by the Owner:

- i) Compaction tests. (Note: Any re-testing of materials that do not meet the specified compaction requirements will be done at the Contractor's sole expense);
- ii) Visual inspection of the exposed subgrade;
- iii) Analysis of granular materials and approval of sources. Limit of one analysis per type of material.

If the Contractor backfills, or permits to be backfilled, any of the work that is subject to inspection or testing prior to approval by the Engineer or the Certified Testing Company, the Contractor shall be responsible for exposing the work (in order to have the required inspections or testing carried out and satisfactorily completed) and shall make good the work and any repairs at his own expense.

The Engineer may require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the Specifications. Such evidence must be in the form of a recognized certified testing company acceptable to the Engineer. **NO COSTS IN CONNECTION WITH THESE TESTS SHALL BE BORNE BY THE OWNER OR ENGINEER.**

Where a product name is mentioned in these Specifications, the Contractor may use an alternative or substitute product, provided that written

permission is obtained from the Engineer after such product is proven to meet the terms of the Specifications as outlined in this Contract.

30.0 DEFECTIVE WORK

The Contractor shall, at any time when directed by the Engineer, make openings for inspection to any part of the work. Should the work be found, in the opinion of the Engineer, to be defective in any respect, the whole of the work shall be corrected to the satisfaction of the Engineer and at the expense of the Contractor. Should such work be found not faulty, the cost incurred shall be accepted by the Owner.

31.0 COMPACTION OF MATERIALS WHERE WORKING SPACE IS LIMITED

When it is impossible to compact earth and granular materials immediately adjacent to footings, abutments, wingwalls, piers, pipe culverts, haunches of culverts, retaining walls, sewers, manholes, catch basins, etc., with ordinary compaction equipment, the Contractor shall provide and use mechanical hand compaction equipment as directed by the Engineer and shall perform the compaction to his satisfaction. No additional payment will be made for this work.

32.0 SHOP DRAWINGS

OPSS.MUNI 100 shall apply and govern except as amended or extended herein.

Prior to submission of shop drawings and/or product data sheets, the Contractor shall check and certify as correct all submissions, any deviations from the Contract Documents shall be noted in writing with reasons for deviations. All submissions shall be made at least seven (7) days before the submission will be required. The Contractor shall not proceed with work until relevant submissions are reviewed by the Engineer.

The Contractor shall submit to the Engineer for review, five sets of any Shop Drawings or Working Drawings which have not been supplied in the Contract Documents but which are required for any part of the construction or the finished work. Three sets of Shop Drawings will be retained by the Engineer. The submission shall also include a reproducible transparency (mylar) of shop drawings for custom-made items. All dimensions shall be in metric units.

The Contractor shall have available for use by the Engineer one (1) copy of the product data sheets for all standard manufactured items on site.

The Engineer will only review submitted drawings for compliance with the Contract Documents and will return them stamped "No Comments", "See Comments", or "Amend and Resubmit". The Engineer may, at his discretion require a resubmission of Drawings noted "See Comments" to ensure that corrections have been made. Drawings resubmitted for further review will be checked for corrections of previous notations only, and the Contractor shall be solely responsible to ensure that by submitting such

Drawings they contain no other alterations, additions or deletions unless the Contractor, indicates this to the Engineer in writing.

Review of any Shop Drawings submitted by the Contractor shall not relieve the Contractor from any responsibility for the adequacy or soundness of such Shop Drawings or such work.

33.0 EXCAVATED MATERIALS

All earth and rock excavation shall be managed on-site in accordance with the Special Provisions of this Contract Specification. If boulders, rock, broken concrete, debris or similar non-earthen materials are encountered within the excavation limits shown on the Contract Drawings, and are deemed detrimental by the Engineer, the Contractor shall make further excavation as may be required and shall backfill the excavation with suitable compacted material. The Contractor may be required to dispose of these unsuitable materials off-site at his own expense, in compliance with applicable municipal regulations and the Provisions outlined in Environmental Protection Special Provisions of this Contract.

34.0 MAINTENANCE OF FLOW IN SEWERS AND DRAINS

The Contractor shall, at his own cost and expense permanently provide for and maintain the flow of all drains, ditches and water courses which may be encountered during the progress of the work.

35.0 CONTROL OF WATER

The Contractor shall be solely responsible for ensuring that all work except as noted on the Contract Drawings is carried out in the dry and that partially completed work shall remain dry. All costs and expenses associated to the above shall be the sole responsibility of the Contractor.

The Contractor shall refer to the Environmental Protection Special Provisions of this Specification for requirements on controlling runoff of water and environmental protection.

36.0 WATER, SNOW AND ICE

The Contractor shall assume full responsibility for all damages done to the works through the influence of water, snow, frost and ice. He shall at his sole expense immediately make good any damage so caused by the above.

The prices shall include all costs which may be incurred as a result of carrying out work under winter conditions, or inclement weather. No claims due to hardship arising from winter work and/or inclement weather will be considered.

37.0 OVERLOADING

No part of the work shall be loaded with a load which will endanger its safety or will cause permanent deformation. The Contractor shall at his

sole expense repair to original condition any part of the work damaged due to overloading.

38.0 SITE MEETINGS

Site meetings shall be held at regular intervals as directed by the Engineer. The Contractor shall provide a responsible representative for such meetings. Minutes for these meetings will be recorded and distributed by the Engineer.

39.0 PROJECT CLOSEOUT

The Contractor and his Sub-Contractors shall conduct an inspection of the Work and correct all deficiencies. The Contractor shall notify the Engineer (in writing) of satisfactory completion of the "Contractor's Inspection" and request an "Engineer's Inspection." The Engineer's Inspection shall consist of the Engineering Team, the Owner and Contractor. During the "Engineer's Inspection" a list of all deficiencies shall be drawn up and signed by the Engineer. The Contractor shall correct all deficiencies in a satisfactory manner and as quickly as possible.

Upon completion of his work, the Contractor shall go over the entire site, remove all surplus and unusable materials and rubbish of every description incident to his work, leave the site neat and orderly and in complete satisfactory working condition, subject to the approval of the Owner.

40.0 CONTROL OF QUANTITIES

In executing the scope of work described in the Contract Documents, the Contractor shall be solely responsible for monitoring and controlling the quantities of materials used. If over the course of construction, the quantities required to execute the scope of work for any particular tender item are found to deviate significantly from the corresponding quantity in the Form of Tender (i.e., $\pm 10\%$), the Contractor shall be obliged to notify the Engineer immediately so that measures can be taken to mitigate any potential cost overruns.

Where quantities for payment are to be determined by weigh bills for materials delivered to the site, the Contractor shall be solely responsible for collecting and providing the weigh bills to the Engineer within 24 hours of delivery. In the event that the weigh bills or tickets are provided more than 24 hours after the delivery of the subject materials to the site, the Engineer shall have sole discretion in determining whether the materials are eligible for payment.

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18-007

SECTION 4

**ENVIRONMENTAL PROTECTION SPECIAL
PROVISIONS**

SECTION 4

ENVIRONMENTAL PROTECTION SPECIAL

PROVISIONS

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ENVIRONMENTAL PROTECTION SPECIAL

PROVISIONS

1.0 GENERAL

OPSS Forms 180 and 182 (MUNI) along with these Environmental Protection Special Provisions shall apply and form part of this Contract.

All costs associated with conforming to these Special Provisions shall be included in the Tender prices bid.

2.0 FIRES

Fires and burning of rubbish on site shall not be permitted. Only fires for temporary heaters shall be permitted.

3.0 DISPOSAL OF WASTES

The Contractor shall not bury rubbish and waste materials on site unless approved by the Engineer and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Engineer.

The Contractor shall not allow deleterious substances, waste or volatile materials such as mineral spirits, or paint thinner, to enter into waterways, storm or sanitary sewers.

4.0 POLLUTION CONTROL

The Contractor shall maintain under this Contract temporary erosion, sediment and pollution control features installed.

The Contractor shall control emissions from equipment and plant to local authorities emission requirements.

The Contractor shall abide by local noise By-Laws for the duration of the Contract.

The Contractor shall not allow any debris, fill or other foreign matter to enter into the Detroit River or any other adjacent waterways.

Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Engineer. To reduce the risk of fuel entering the waterway, refueling of machinery must take place a safe distance from the waterway. The Contractor shall note that the Engineer or the Owner takes no responsibility for spills, this shall be the sole responsibility of the Contractor.

5.0 WHMIS

The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

6.0 DRAINAGE

The Contractor shall not pump water containing suspended materials into waterway, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with these specifications, and local authority requirements. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and site free from water.

The Contractor shall install and maintain sediment control devices as indicated on the Contract Drawing and as directed by the Engineer.

7.0 PROTECTION OF VEGETATION

The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in the Removals Special Provisions of this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees, shrubs or aquatic vegetation shall be removed without the approval of the Engineer.

8.0 DUST CONTROL

The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both on the site and within adjacent right-of-ways.

Water and chloride-based dust suppressants shall be applied to areas on or adjacent to the site as authorized by the Engineer as being necessary and unavoidable for the prevention of dust nuisance or hazard to the public. No

payment will be made for dust control unless otherwise specified in the Special Provisions.

9.0 RESTRICTIONS ON IN-WATER WORKS

The Contractor shall only perform in-water works during times when conditions permit reasonable production rates to be achieved. The Contractor shall be required to adopt good house keeping practices that minimize disturbance to the site and the adjacent waterway.

The Contractor shall note that this Project is subject to approval from the Essex Region Conservation Authority, the Ontario Ministry of Natural Resources and Forestry, the Ontario Ministry of Environment, Conservation and Parks, and Fisheries and Oceans Canada. Turbidity caused by construction is of key importance. The Contractor shall be required to comply with the conditions of approvals of these agencies with regard to turbidity control and other habitat preservation matters.

The Contractor shall minimize the turbidity (sedimentation) produced by any in-water works, construction or operations. The Contractor will be ordered to cease operations if, in the opinion of the Engineer or authorities having jurisdiction, the in-water work is producing unacceptable amounts of turbidity in the waterway. Based on this, the Contractor shall either adjust his operation(s) to produce lower turbidity levels, wait for more favourable conditions before operations will be allowed to continue, or undertake approved mitigating measures (e.g. sediment control, etc.). All costs associated with the above will be the sole responsibility of the Contractor, and no claims for extras or delays will be considered.

10.0 THREATENED AND ENDANGERED SPECIES

The Contractor shall be advised of the possible presence of threatened or endangered species within the project site limits. The Northern Madtom and is known to be found throughout the upper Detroit River corridor. This small catfish is listed as Endangered by the Committee on the Status of Endangered Wildlife in Canada.(COSEWIC), and are subject to general habitat protection under the Species at Risk Act (SARA). The conditions outlined in the approvals issued by DFO shall be implemented and strictly adhered to by the Contractor for the duration of construction.

Printable information for this species can be found at:

https://wildlife-species.canada.ca/species-risk-registry/species/speciesDetails_e.cfm?sid=297.

11.0 FISH SALVAGING

Scope of Work

This work shall consist of all labour, equipment and material required to collect and transfer fish and other aquatic or amphibious species from work areas to other areas of the Detroit River prior to completing construction works.

In an effort to minimize fish stress and mortality, the Contractor shall be required to subcontract this work to a qualified fisheries biologist.

Coordination

The contractor shall be solely responsible for coordination of the fish salvage works with other works so as to ensure that the fish collection/transfer can occur in advance of other work included in this contract. Neither the Owner nor the Engineer will bear any responsibility for delays that may occur as a result of inadequate coordination of the work by the Contractor.

Fish Handling Guidelines

General fish handling guidelines are detailed below.

1. Minnow traps baited with Colby cheese shall be deployed overnight in the proposed work area for the following day.
2. The traps will be retrieved the following morning, prior to any rock placement taking place. All fish will be transferred to aerated coolers located on vessels.
3. Fish will be graded (size) and transferred in aerated tanks to sites away from the project area. Size separation is conducted to reduce damage and stress on the fish.
4. All transfer tanks will contain water from the original water body in order to reduce thermal or chemical stress on the fish.
5. All Round Gobies encountered (*Neogobius melanostomus*) will be humanely euthanized by MS222 overdose on site according to Canadian Council on Animal Care protocols. Fish carcasses will be disposed as biological waste through protocols issued through Chemical Control Center (Waste) University of Windsor.
6. All fish will be rapidly inspected for signs of obvious disease and excessive parasite infection. Fish that have been damaged by sampling, exhibit loss of equilibrium or have obvious signs of terminal disease will also be euthanized.
7. All fish will be acclimated prior to release. Water from the release site will be slowly introduced in to the transfer tank in order to

ensure both thermal and chemical equilibrium has been achieved prior to release.

8. Fish will be released into appropriate habitat that (i.e. abundant cover) to allow for adjustment and to avoid predation. Larger fish will be released into deeper water under the same conditions previously described.
9. A species diversity list will be issued to the City of Windsor upon completion of transfer.

Notifications

The Contractor shall be required to provide the Engineer with 48 hours notice of the fish transfer operation/activity.

Measurement

No measurement shall be made for this work.

Payment

Payment shall be made at the lump sum price bid and shall be compensation in full for all labour, equipment and material required to carry out this work as described above.

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18-007

SECTION 5

REMOVALS

SPECIAL PROVISIONS

SECTION 5

REMOVALS SPECIAL PROVISIONS

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REMOVALS

SPECIAL PROVISIONS

1.0 GENERAL

These Removals Special Provisions shall apply to and form part of this Contract.

The Contractor's attention is drawn to Clause 3.0 of the General Special Provisions. Ontario Provincial Standard Specifications as listed apply and govern except as amended or extended herein. These Removals Special Provisions shall be carefully read and adhered to by the Contractor.

2.0 CLEAR AND GRUB EXISTING TREES AND BRUSH

General

OPSS Form 201 shall apply and govern except as amended or extended herein.

Scope of Work

This work shall consist of all labour and equipment required to clear, remove and dispose of (off-site) all woody vegetation (i.e. trees, stumps, shrubs, brush, etc.) from the areas designated for removals in the Contract Drawings. **Removal of trees and shrubs shall be limited to those that physically interfere with the proper completion of the work. The removals shall be subject to approval of the Owner and Engineer in consultation with the ERCA and City of Windsor biologists.** The Contractor shall note that the removal of vegetation located beyond the limits of the proposed work is strictly prohibited without prior approval from the Owner.

The Contractor shall note that the density of the existing vegetation within the project site varies. The Contractor shall also note that some trees or shrubs may be flagged on-site by the Engineer for preservation. The Contractor shall take precautions to prevent damage to any trees, shrubs, etc. that are designated to be protected and saved. The replacement and/or repairs of damaged trees shall be undertaken by a qualified person, approved by the Engineer, at the Contractor's sole expense.

All brush and trees removed by the Contractor shall be disposed of on-site by the Contractor. The removed material shall be deposited on shore, in immediate proximity to the shoreline. No brush shall be buried, burned or included unless otherwise specified as part of the proposed works. The proper disposal of all brush and trees removed during the course of

construction shall be carried out to the satisfaction of the Owner and Engineer.

Measurements

No measurement shall be made for the clearing and grubbing work.

Payment

Payment for clearing and grubbing shall be made at the lump sum price bid and shall be compensation in full for all labour, equipment and material required to carry out this work as described above.

**PECHE ISLAND EROSION PROTECTION
AND HABITAT IMPROVEMENTS**

PROJECT NO. 18-007

SECTION 6

PROPOSED WORKS

SPECIAL PROVISIONS

SECTION 6

PROPOSED WORKS SPECIAL PROVISIONS

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PROPOSED WORKS

SPECIAL PROVISIONS

1.0 GENERAL

These Proposed Works Special Provisions shall apply to and form part of this Contract.

The Contractor's attention is drawn to Clause 3.0 of the General Special Provisions. Ontario Provincial Standard Specifications shall apply and govern except as may be extended or amended herein. These Proposed Work Special Provisions shall be carefully read and adhered to by the Contractor.

Source Sampling

Prior to delivery of any rock materials intended for use in the habitat works, the Contractor shall inform the Engineer of the proposed source of the materials, and arrange access for sampling at least two (2) weeks prior to commencing work. The rock type(s) and size gradation are subject to approval of the Engineer.

Haul Routes

The Contractor shall be solely responsible for obtaining all necessary approvals for the haul routes required to deliver materials to the sites and/or loading area(s). The Contractor shall reference the General Special Provisions of this Contract for further requirements and restrictions.

Rock

The rock required for this Contract shall be clean, hard, durable, angular, non-friable broken rock, cobbles or boulders which are free from cracks, seams, or other defects which may impair durability. The rock shall also be free of clay, silt, slate and shale, vegetation or other foreign matter; shall have a minimum relative density of 2.4; shall not deteriorate when exposed to air and water; and shall withstand cycles of wetting and drying and freezing and thawing. The rock shall be from a source approved by the Engineer.

Placement

The Contractor shall place the materials to the lines and grades depicted in the Contract Drawings using a barge mounted equipped. The placement shall be in such a manner as to achieve the desired cross sections, shown within specified tolerances, at the locations depicted on the Contract Drawings.

2.0 SUPPLY AND PLACE GABION STONE

General

OPSS Forms 182, 511 and 1004 shall apply and govern except as amended or extended herein.

Scope of Work

This work shall include all labour, equipment and materials required to supply and place Gabion Stone as detailed in the Contract Drawings and described herein.

The Gabion Stone shall consist of fractured limestone rock, ranging in size from 75mm to 300mm and may be uniform or graded. The Contractor shall limit the amount of fines present in the rock to the satisfaction of the Engineer.

Measurement

The payment quantity shall be based on the actual amount (tonnes) of material placed as determined by the weigh bills provided by the Contractor.

Payment

Payment shall be made at the unit price bid and shall be compensation in full for all labour, materials, and equipment required to carry out the work described herein as shown on the Contract Drawings.

3.0 SUPPLY AND PLACE FILTER ROCK

General

OPSS Forms 182, 511 and 1004 shall apply and govern except as amended or extended herein.

Scope of Work

This work shall include all labour, equipment and materials required to supply and place Filter Rock as detailed in the Contract Drawings.

The Filter Stone shall consist of fractured limestone rock, ranging in size from 300mm to 450mm and may be uniform or graded. The Contractor shall limit the amount of fines present in the rock to the satisfaction of the Engineer.

Measurement

The payment quantity shall be based on the actual amount (tonnes) of material placed as determined by the weigh bills provided by the Contractor.

Payment

Payment shall be made at the unit price bid and shall be compensation in full for all labour, materials, and equipment required to carry out the work described herein as shown on the Contract Drawings.

4.0 SUPPLY AND PLACE COBBLE STONE**General**

OPSS Forms 182, 511 and 1004 shall apply and govern except as amended or extended herein.

Scope of Work

This work shall consist of all labour, equipment and materials required to supply and place Cobble Stone as detailed in the Contract Drawings and described herein.

The cobble stone shall consist of a non-crushed, weathered “river” rock, ranging in size from 75mm to 200mm. Cobble Stones less than 75mm will not be permitted. The Contractor shall make arrangements to have the proposed source of Cobble Stone inspected and approved by the Engineer in advance of hauling the material to the site, to ensure that the material does not contain unacceptable amounts of undersize stone.

Measurement

The payment quantity shall be based on the actual amount (tonnes) of cobble stone placed as determined by the weigh bills provided by the Contractor.

Payment

Payment shall be made at the unit price bid and shall be compensation in full for all labour, materials, and equipment required to carry out the work described herein as shown on the Contract Drawings.

5.0 SUPPLY AND PLACE ARMOUR ROCK

General

OPSS Forms 182, 511 and 1004 shall apply and govern except as amended or extended herein.

Scope of Work

This work shall consist of all labour, equipment and materials required to supply and place armour rock for the construction of barrier islands and revetments, as depicted in the Contract Drawings.

The armour rock shall consist of individual stones varying in weight from 0.5 to 3.0 tonnes per unit with the majority of the units being 1.5 to 2.0 tonnes each. All voids shall be chinked with small rock.

Measurement

The payment quantity shall be based on the actual amount (tonnes) of armour rock placed as determined by the weigh bills provided by the Contractor.

Payment

Payment shall be made at the unit price bid and shall be compensation in full for all labour, materials, and equipment required to carry out the work described herein as shown on the Contract Drawings.

6.0 SUPPLY AND PLACE GEOTEXTILE

General

OPSS Form 1860 shall apply and govern except as amended or extended herein.

Scope of Work

This work shall consist of all labour, materials and equipment required to supply and place Geotextile within the rock berms prior to placing the earth fill as detailed in the Contract Drawings and described herein.

Geotextiles to be used on this project shall be non-woven and must meet the following minimum standards:

Grab Tensile (KN)	1.0
Mullen Burst (KPa)	2900
Tear Strength (KN)	0.4

The Contractor shall submit proof to the Engineer at least 2 weeks in advance of the work that the product supplied meets the above minimum standards.

Measurement

The payment quantity shall be determined by a square metre field measurement of the geotextile in place.

Payment

Payment shall be made at the unit price bid and shall be compensation in full for all labour, materials, and equipment required to carry out the work described herein as shown on the Contract Drawings.