



## Tender:

# 2026 WYOMING TO REECE'S CORNERS TRAIL RECONSTRUCTION

**Tender Due Date:**

**May 13, 2026, at 11:00 a.m.**

Accepting bids for:

Remove existing asphalt trail surface

Excavate and dispose of existing base and sub-grade materials

Supply, place and compact 200mm of Granular 'A'

Supply, place and compact 50mm HL-3 Asphalt

Supply and place topsoil and grass seed

Tenders to be delivered to:

Town of Plympton-Wyoming  
546 Niagara Street, Wyoming, ON N0N 1T0

Attention: Paul daSilva, Director of Public Works

**Bidder Registration**

In order to receive Tender documentation, it is mandatory that you register as a bidder with the Municipality. Please remit the following information to Chandra Sisson, Administrative Assistant Public Works, [csisson@plympton-wyoming.ca](mailto:csisson@plympton-wyoming.ca)

- Name of Company
- Name of Contact Person
- Phone Number
- E-mail Address

**Failure to register will result in non-acceptance of your submission.**

*The Town Of*  
**PLYMPTON-WYOMING**



**THE CORPORATION OF THE  
TOWN OF PLYMPTON-  
WYOMING**

**REQUEST FOR**

**TENDER FOR**

**WYOMING TO REECE'S CORNERS TRAIL  
RECONSTRUCTION**

**2026**

**CLOSING DATE: 11:00 A.M., LOCAL TIME  
WEDNESDAY, MAY 13, 2026**

**RETURN TO: TOWN OF PLYMPTON-WYOMING  
546 NIAGARA STREET,  
WYOMING, ONTARIO**

## AGREEMENT

THIS AGREEMENT, made in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_, between:

### THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING

(hereinafter the "Corporation")

- AND -

**[Successful Contractor – Enter full legal  
name]**

(hereinafter the "Contractor")

#### WHEREAS:

1. The Corporation issued a tender dated **[enter date]** describing work and services to be performed and materials, products and labour to be supplied (hereinafter, the "**Tender**");
2. The Contractor submitted a response to the **Tender** to the Corporation dated **[enter date]** with respect to Contract **[enter contract number]** (hereinafter, the "**Response**");
3. The Corporation has selected the Contractor's **Response** to provide as the case may be, the work and services to be performed and materials, products and labour to be supplied further described in the **Tender** and **Response** thereof and in accordance with the terms, conditions and specifications thereof (hereinafter, the **Works**), and the parties wish to enter into this agreement to formalize their respective obligations.

**NOW THEREFORE**, the parties agree as follows:

1) THE CONTRACTOR Agrees:

- a) To complete the **Works** further described in the **Tender** and **Response** in accordance with the terms and conditions thereof for the total price stipulated in the **Response** (hereinafter, "**Contract Price**"), in Canadian dollars, inclusive of all applicable taxes.
- b) To execute and perform the whole **Works** with due expedition and in a thoroughly workmanlike manner, in strict conformity with the provisions of this Agreement, the **Tender** and **Response** and terms and conditions thereof (including, where noted, the applicable Ontario Provincial Standards Specifications (OPSS) and OPSS General Conditions of Contract) and all other executed signed documents forming part of the **Tender** and **Response** as

referred to therein (which are identified by the signature of the Contractor, and which form part of this Agreement), and thereafter to maintain the same as herein provided.

c) To:

(a) indemnify and hold harmless the Corporation and its employees, officers and agents (collectively, the "Indemnified Parties") from and against any and all losses, liens, claims, demands, damages, actions, suits, proceedings, costs and expenses (including, without limitation, legal fees, adjuster fees, court costs) (hereinafter, "claims") suffered or incurred by the Indemnified Parties arising or resulting, directly or indirectly:

- i. from Contractor's, its employees(s), agent(s), representative(s)' or subcontractors' performance of the Works or any other action or failure of Contractor, its employee(s), agent(s) or representative(s) relating to the Works and performance of any services, tasks related thereto; and
- ii. from injury and/or illness to Contractor, its employee(s), agent(s) or representative(s);

(b) allow the Corporation to defend, compromise or settle any matter that is subject to the above indemnity (the "Indemnified Claim") through its own legal counsel, third party adjusters, or other agents, and any such compromise or settlement by the Corporation shall be final and not subject to challenge by Contractor. Contractor shall immediately repay or reimburse the Corporation for all amounts paid in respect of such Indemnified Claim and all expenses incurred in connection therewith.

d) To, prior to commencing the Works and at any other time as requested by the Corporation, provide written evidence from the Ontario Workplace Safety and Insurance Board of compliance with workers' compensation legislation including payment of premiums due thereunder.

e) To provide the Corporation, before commencing any work under this Agreement, a true copy of a certificate of general liability insurance policy in the amount of no less than five million dollars (\$5,000,000) per occurrence, and the maximum deductible applicable to the policy cannot exceed

\$50,000, duly executed by an insurance company licensed to operate in the Province of Ontario and acceptable to the Corporation, covering Contractor and the Corporation with respect to claims, demands, actions or proceedings for sums of money, damages, costs, penalties and losses and all liability which may be imposed by law arising or resulting from the Contractor's, its employee(s), agent(s), contractor(s), representative(s)' or subcontractors' performance of the Works. Such certificate shall detail:

- i) that the Corporation is an insured party under the policy;
- ii) the above mentioned coverage;
- iii) the commencement date of the policy, which shall be no later than the date of commencement of the **Works**;
- iv) the expiry date of the policy, which shall not expire prior to the Contractor's completion of the **Works**;

- v) that the **Works** is covered by such policy; and
- vi) indicating that if the policy is cancelled or amended in any manner, sixty (60) days written notice of such change or cancellation will be provided to Corporation at the attention of Clerk, 546 Niagara Street, Wyoming, ON N0N 1T0.

Contractor shall provide proof of such insurance upon executing this Agreement and at any other time as requested from time to time by the Corporation. Contractor shall pay all premiums owing for such insurance coverage and shall be responsible for any and all deductible amounts under the policy.

2) The Corporation agrees:

- a) That should the **Works**, including all extras in connection therewith, be duly and properly executed as aforesaid, and if the Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisos, terms and conditions of this Agreement (including, for greater certainty, the terms and conditions of the **Tender and Response**), the Corporation will pay the Contractor the **Contract Price** and for such extra work at the amount(s) stipulated in the **Tender** (which are to apply to all extras of the character specified in the schedule of rates forming part of **Tender**), such payment to be made subject to the statutory holdbacks, contractual *set offs*, the *Construction Lien Act* and less liquidated damages mentioned in the OPSS General Conditions of Contract, upon estimates or certificates signed by the Corporation's engineer issued as required in the **Tender**, provided that no money shall become due and/or payable under this Agreement unless and until an estimate or certificate therefore shall is signed by the Corporation's Engineer as herein provided, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof, and further provided that the Corporation shall not be liable or compelled to pay for any extras or additional work not specifically contemplated in this Agreement, except only in the manner and as provided for herein.

3) And it is understood and agreed between the parties hereto as follows:

- a) If, in the opinion of the Corporation's engineer, the Contractor refuses or neglects to perform the **Works** or any part thereof in an orderly manner and without delay, the Corporation may cancel the Agreement on twenty-four (24) hours written notice to the Contractor. The Corporation shall have the full right and power at its discretion, to take possession any work remaining at the time of notice of cancellation and to have the work completed at its discretion. The Contractor shall be liable for all damages, expenditure and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof, together with the penalties from the date fixed for the completion of the **Works**.
- b) The Corporation shall not be liable or compelled to grant or issue any estimate or certificate for any work rejected or condemned by the Corporation's engineer or to pay any money therefore until the workmanship and quality is made good, to the written satisfaction of the Corporation's engineer, and it is hereby expressly provided that the granting of any estimate or certificates, or the payment of any

monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material.

- c) No waiver of any provision of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.
- d) Upon termination of this Agreement for any reason the Corporation may evaluate the Contractor's performance using the criteria and benchmarks stipulated in the document entitled **Report Card Scoring Summary** and attached hereto as Appendix "X." The Contractor will be provided a copy of the Corporation's evaluation. If the Contractor fails to achieve the minimum score set out in the **Report Card Scoring Summary** the Contractor shall be disqualified from bidding on future work with the Corporation for the period noted therein. Contractor agrees that the Corporation's evaluation of its performance is final and not subject to review and/or appeal under any circumstances.
- e) The Corporation may assign this Agreement or any part thereof without the consent of the Contractor. Contractor may not assign this Agreement without the prior written consent of the Corporation or any of the Corporation's assigns.
- f) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors, and such assigns that are permitted by this Agreement.
- g) No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement.
- h) The provisions of this Agreement (including, for greater certainty, the **Tender and Response** attached hereto and their respective terms and conditions) herein constitutes the entire agreement between Contractor and the Corporation with respect to the subject matter hereof and supersede all previous expectations, understandings, communications, representations and agreements whether verbal or written between Contractor and the Corporation with respect to the subject matter hereof and may not be modified except by subsequent agreement in writing executed by the Corporation and Contractor.
- i) This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and, to the extent applicable, the federal laws of Canada applicable therein. Each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of Ontario.
- j) In this Agreement, the words "Persons", "shall", "may", "herein", "work", "works", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number or the masculine gender, shall have the meaning and effect given to them in the OPSS General Conditions of Contract, if defined therein.

- 4) Any notice, request, payment or any communication required or permitted to be given under this Agreement by any party to the other shall be made in writing and shall be given, made or communicated, as the case may be, by courier, personal delivery, facsimile transmission, or regular mail using the following addresses:

The Corporation of the Town of Plympton-Wyoming  
546 Niagara Street, Box 250  
Wyoming, Ontario  
N0N 1T0

Attention: Erin Kwarciak - Clerk

Phone: 519-845-3939

Facsimile: 519-845-0597

Any notice or other communication related to this Agreement shall be deemed to have been given, made or delivered, as the case may be, at the time that the same is personally delivered, or, if given by electronic or facsimile transmission, on the day on which it is sent subject to confirmation of delivery, or, if sent by mail, on the 3<sup>rd</sup> day excluding Saturdays, Sundays, and statutory holidays in the Province of Ontario following the date on which it was mailed.

IN WITNESS WHEREOF the parties have executed this agreement on the date first written above.

\_\_\_\_\_  
**The Corporation of the  
Town of Plympton-  
Wyoming**

By: \_\_\_\_\_

**Mayor: G. Atkinson**

By: \_\_\_\_\_

**Clerk: E. Kwarciak**

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Print Name:

I have the authority to bind the  
Corporation.

THE CORPORATION OF THE TOWN OF  
PLYMPTON-WYOMING

**Wyoming to Reece's Corners Trail Reconstruction**

INFORMATION FOR TENDERERS /  
GENERAL CONDITIONS

**Persons tendering are requested to fill in all blanks, and should any uncertainty arise as to the proper manner of doing so, the Clerk will upon request, give the requisite information.**

1. GENERAL

Sealed tenders for the Contract:

**Wyoming to Reece's Corners Trail  
Reconstruction**

will be received up to **11:00:00 a.m.** local time:

**Wednesday, May 13, 2026**

and will be opened publicly at 546 Niagara Street, Wyoming, ON as soon as possible thereafter. All tenders shall be addressed to:

**Town of Plympton-  
Wyoming 546  
Niagara Street  
Wyoming, ON**

and the tender shall be submitted in a sealed opaque envelope, clearly marked as to contents using the label provided herein (final page).

2. BLANK FORM OF TENDER

All tenders must be completed in ink/toner on the blank Form of Tender attached hereto and shall give the price of each item of work proposed and be signed by the bidder with their business address.

3. DESIGNATED OFFICIAL

For the purpose of this contract, Paul daSilva, Director of Public Works, is the "Designated Official" and shall perform the following functions: releasing, recording, and receiving tenders; opening, recording and checking bids; answering queries of prospective bidders, and reviewing bids received. Questions must be in writing via email [pdasilva@plympton-wyoming.ca](mailto:pdasilva@plympton-wyoming.ca) or fax (519) 845-0597. Information provided verbally by Municipal Staff will not be binding on the Municipality.

Questions posed and the responses provided, and/or Addendum issued, shall be forwarded to all Bidders. Addenda issued during the bidding period are part of these tender documents.

Questions related to this project will be accepted up to the deadline of **1:00pm (local time) Friday, May 8, 2026**

#### 4. BIDDERS TO INVESTIGATE

The Bidders must satisfy themselves by personal examination of the exact location of the proposed work, and by such other means as they may prefer as to the actual site conditions, requirements of the work, and potential safety hazards. No allowance of any kind will be made for lack of description of the premises, site condition, or any other related issue.

The successful Bidder will be responsible for avoiding damages to existing utilities, buried or otherwise, and at their own expense shall investigate location of any such utilities

#### 5. VARIATIONS IN TENDER QUANTITIES

Where the work has been divided into items, the Bidders shall tender a unit price for the different portions of the work in accordance with their estimate of cost. In the event of an increase or decrease in the quantity of any particular item of work the actual quantities executed may be paid for at the rate stated for that particular item of work in the Form of Tender, subject to the basis of payment laid down for each item in the Specifications, and in accordance with GC 8.01.02.

#### 6. PROVISIONAL ITEMS

Items identified as provisional are included for the Municipality's consideration only. Where provisional items have been included in the form of tender, Contractors are requested to complete the form in accordance with their estimate of costs. At the Municipality's discretion provisional items may be incorporated into the contract for the work offered to the successful bidder at the price quoted in the form of tender. The prices quoted for any provisional item will be included in the Municipality's assessment of submitted tenders.

#### 7. RESERVATIONS

##### a) General

The Municipality reserves the right to accept any tender in whole or in parts thereof judged most satisfactory, without liability on the part of the Municipality.

The Municipality reserves the right to reject any or all tenders for any reason including budget constraints. The lowest or any tender will not necessarily be awarded the Contract offered herein, and awarding a higher tender shall be at no liability to the Town of Plympton-Wyoming or persons representing the Town of

Plympton-Wyoming.

Tenders which are incomplete conditional, obscure, contain additions not called for, erasures, alterations, and/or irregularities of any kind may be reject as informal.

b) Unbalanced Tenders

Each item in the Tender Form shall have a reasonable price relative to other items. Under no circumstances will an unbalanced tender be considered. The Corporation and the Clerk shall be the sole judge of such matters and should any tender be considered to be unbalanced, then the Corporation will reject the same.

c) Ability and Experience of Bidders

The Municipality reserves the right to consider ability, resources or other factors related to a Bidder's qualifications when considering the award of any tender. Further, the Municipality reserves the right to consider the Bidder's experience and safety record on all projects of a similar scope completed either for the Corporation, or any like entity, within the last three years. Any or all Bidders shall, at the request of the Municipality, furnish evidence satisfactory to the Corporation, of the Bidder's experience in this class of work,

and that the Bidder has sufficient capital and plant to enable it to execute and complete the same successfully within the allotted time stipulated herein.

d) Right to Deny Bidding on Future Requests for Service

The Municipality reserves the right to deny any successful bidder the right to respond to any future request for Quotation, Tender or Proposal in the event of poor performance. For greater clarity, the Municipality will monitor the performance of any successful bidder and shall provide written notice of any deficiencies of service. Should deficiencies be persistent or of a significant nature, in addition to the right to terminate the contract, the Municipality will advise the successful bidder that their poor performance has rendered them ineligible to compete for similar future requirements on any Town of Plympton-Wyoming initiative.

e) Prices and Budgets

The Corporation of the Town of Plympton-Wyoming has a strictly defined budget for the work described herein. The Municipality reserves the right to change the scope of the work to bring the tender price within the available budget limits. Further, the Municipality reserves the right to waive formalities and enter into negotiations with the low Bidder or any other bidder that it deems appropriate in order to bring the project to within any given budget limit. Should it be determined that changes in the scope of the work are of sufficient magnitude, the Municipality at its discretion may cancel the tender process and commence a new process in order to complete the project within the available budget constraints.

Changes to the scope of the work, be they: changes in scheduling, quantities, or the deletion of any part of the work shall not entitle the Contractor to any extra compensation. The Municipality shall not be responsible for any cost incurred by any

bidder associated with preparing or submitting a tender for the work should the tender offered be rejected or the process cancelled.

#### 8. LIMITATION OF LIABILITY

The Town of Plympton-Wyoming enforces a strict code of ethics and attempts to always be fair in evaluating and awarding contracts resulting from any bidding process. By submitting a tender, quotation, or proposal bidders agree that the Municipality will not be held liable for any amount in excess of the amount required to prepare and submit a tender, quotation, or proposal in the event that the Municipality is found to have erred in any manner in the award of any contract.

#### 9. WITHDRAWL OR ALTERATION OF A SUBMITTED TENDER

Any bidder who has already submitted a tender, may submit a further tender at any time prior to the official closing time previously stated. The last tender received shall supersede and invalidate all tender previously submitted by that bidder for the work described herein.

A bidder may withdraw their tender at any time up to the official closing time by submitting a letter bearing their signature and seal as enclosed in their tender to the Municipality. No telegram, facsimile, or telephone calls shall be considered. After the official closing time for the receiving of tenders, all tenders received shall be irrevocable.

#### 10. HARMONIZED SALES TAX (H.S.T.)

Bidders shall NOT include the applicable H.S.T. in prices tendered for the work of this contract. The H.S.T. will be calculated on the total tender price on the sheet provided in the Form of Tender.

Under the H.S.T. the legal liability to pay the tax rests with the purchaser, with the tax amount being a percentage of the selling price. On its supply, the Contractor shall recover H.S.T. paid to suppliers by virtue of the input tax credit feature of the H.S.T. Thus, the H.S.T. paid by the Contractor to suppliers should not be an element of cost in calculating the contract selling price.

Any H.S.T. amount the Corporation becomes liable to pay and the Contractor liable to collect will be billed and paid as a separate amount in addition to certified contract payments. This allows traditional industry payment application and certification procedures to continue. It also will facilitate administration and accounting for the H.S.T.

#### 11. TENDER AND BONDING REQUIREMENTS

The tender must be legible and where applicable ALL ITEMS BE BID with the Unit Price for every item and other entries being fully clear.

A statement added to the Tender Form, or a covering letter must not restrict

or qualify the tender. Alterations to the Tender Forms provided by the

Corporation will not be accepted.

The Form of Tender must be signed, in the spaces provided on the form, with the signature of the bidder or of an authorized official of the organization bidding. Further, the submitted Form of Tender shall be sealed or witnessed by another individual. If a joint tender is submitted, it must be signed and sealed/witnessed on behalf of each of the bidders and if the signing authority for each bidder is vested in an individual shall be signed separately on behalf of each bidder.

## 12. TENDER DEPOSIT

A deposit of 10% of the total tender bid price must accompany the tender. Failure to supply this deposit, as required, is cause for rejection of the tender. This deposit may be forfeited in certain circumstances as set out in these documents. The deposit shall be in the form of a certified cheque made payable to the Corporation of the Town of Plympton-Wyoming or a bid bond in favour of the Corporation of the Town of Plympton- Wyoming. All deposits shall remain valid for at least sixty (60) days following the closing date of the Tender. Immediately after Tenders have been opened they will be referred to the Clerk for examination and report. As soon as the two lowest acceptable tenders have been determined by the Clerk, but in any case not longer than thirty (30) days after the tender opening, the Corporation will return the tender deposits submitted by all other Bidders except the two lowest. After the successful bidder and the Municipality have executed the contract, the tender deposit of the 2nd lowest Bidder will be returned.

## 13. Agreement to Bond (Surety's Consent)

~~The tender must be accompanied by an Agreement to Bond, completed and executed by the Bidder's Surety. Failure to supply this document, as required, is cause for rejection of the tender. The Agreement to Bond and the Bidder's Surety shall be to the satisfaction of the Corporation. For clarity, copies of the documents stipulated under this section shall be acceptable provided that the original is delivered to the Municipality within forty eight (48) hours of the stipulated closing of this request.~~

## 14. Contract Performance Bond

~~The successful Bidder shall at their expense furnish to the Corporation a Contract Performance Bond in the amount of 100% of the contract price. Bonding shall include and cover any guaranteed maintenance period requirements of the contract. The bond shall be furnished prior to the execution of the Contract and shall be approved by and acceptable to the Corporation.~~

## 15. Labour and Material Payment Bond

~~The successful Bidder shall at their expense furnish to the Corporation a Labour and Material Payment Bond in the amount of 50% of the contract price. The bond shall be furnished prior to the execution of the Contract and shall be approved by and acceptable to the Corporation.~~

## 16. STANDARD SPECIFICATIONS

This contract document references Ontario Provincial Standards for Roads and Municipal Services, OPSS Volumes 1, 2, 3, 4, 7 and 8. Copies of the specifications referenced are available for download, free of charge. It shall be the Bidder's responsibility to review the referenced specifications in their entirety.

17. GENERAL CONDITIONS OF CONTRACT

OPSS General Conditions of Contract (GC), Volume 7 for Municipal Contracts, shall form part of this contract except as amended where stated.

18. LIABILITY, AUTOMOBILE AND NON-OWNED AUTOMOBILE INSURANCE

The requirements for this item shall be as listed in GC 6.0 which covers the protection of the work, persons and property, indemnification, and all insurance requirements for this project. In addition to requirements stated in the preceding, the following shall apply:

- a) The Town of Plympton-Wyoming shall be named as an additional insured;
- b) Without in any way limiting the liability of the Contractor under this contract, it shall be the responsibility of the Contractor to:
  - i) Comply with the provisions of the Workplace Safety and Insurance Act of Ontario and to ensure that all his employees and all those of his sub-contractor's performing work under this contract are provided for thereunder. To the extent, if any, that such Act does not apply, the contractor and his sub-contractors shall maintain and keep in force during the term of the contract, Employer's Liability Insurance with the following limits:

any one employee .....	\$5,000,000.
any one accident .....	\$5,000,000.

- c) Insurance stipulated in GC 6.03.04 "Aircraft and Watercraft Liability Insurance" and GC 6.03.05 "Property and Boiler Insurance" will not be required.
- d) The Contractor shall purchase and maintain, with a reputable Canadian insurer, third party liability insurance acceptable to the Municipality throughout until, at the earliest, the end of the Contract insuring, without limitation, the Municipality and it's Consultant against any and all claims for personal injury and/or illness, damage property. Such insurance policy shall consist of a comprehensive policy of public liability and property damage insurance in an amount not less than \$5,000,000 per occurrence and the maximum deductible applicable to the policy cannot exceed \$50,000. Such insurance shall name the Municipality as an insured party there under and such insurance shall be extended to include the following endorsements: Contractual Liability and Cross Liability with a Severability of Interest Clause. Such insurance shall also state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty days prior written notice by certified mail to the Municipality.

- e) The Contractor shall deposit with the Corporation, before commencing any work under this contract a Certificate of Insurance duly executed by the insuring company, detailing the above mentioned coverage and the expiry date for all policies, confirming that the work of the contract is covered by all stipulated policies and stating that if the said policies are cancelled or changed in any manner, sixty (60) days written notice of such change or cancellation will be given to the Corporation of the Town of Plympton-Wyoming, Clerk, 546 Niagara Street, Wyoming, ON N0N 1T0.

## 19. WORKPLACE SAFETY AND INSURANCE

It shall be the obligation of the Contractor to comply with all requirements of the Workplace Safety and Insurance Board Act, as amended. The Contractor accordingly hereby certifies that all employees, officers, agents, and sub-contractors working on the project are covered under the act.

Prior to the execution of a contract, the successful bidder shall be required to furnish a copy of their WSIB clearance certificate and WSIB clearance certificates for all subcontractors to be utilized in the completion of the work. The WSIB clearance certificates shall demonstrate good standing and shall be updated prior to commencing the work and every 60 days in compliance with the act. Failure to supply or update this certificate as required is cause for termination of the contract.

## 20. OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

The conditions stipulated in GC 7.01.07-09 shall be strictly enforced.

Both the Town of Plympton-Wyoming and the successful Bidder have obligations under the Occupational Health and Safety Act (OHSa) to ensure that work sites are safe and that accidents are prevented. In submitting a tender in response to this request, all bidders acknowledge that if successful, they will be, and shall perform the duties of, the "Constructor" as defined under said act

Prior to the execution of the contract for work described herein, the successful Bidder shall provide a copy of their company's safety policy manual. Further, at least seven (7) days prior to commencing the work the successful Bidder shall supply the Municipality with a copy of the "Notice of Project" as submitted to the Ontario Ministry of Labour. It shall be the responsibility of the successful contractor to develop a safe work plan for the project. Changes or amendments requested by the Municipality to ensure compliance with the OHSa shall be incorporated by the Contractor at no charge. The contractor shall be responsible for the ongoing safety and security of the job-site.

Depending on the size, duration, and nature of the contract a pre-construction meeting will be held to identify any possible health and safety concerns and address them before commencing the project. Site meetings, if requested by the Municipality or the Contractor, shall devote time to health and safety issues. It will be the shared responsibility of the Municipality and the Contractor to be in attendance or represented at all meetings. The Municipality maintains the right to conduct

workplace inspections at its discretion. The contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks. In the event of a serious or recurring problem, a notice of non-compliance will be issued. Disregard for any requirement of the Occupational Health and Safety Act (OHSA) could be cause for the issuance of a stop work order or even the termination of the contract.

## 21. WARRANTY

The Contractor shall warranty the work for one year in accordance with GC 7.16 "Warranty".

Should the Contractor from any cause fail to address the defects and deficiencies identified by the Corporation, then the Corporation 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 cost, charges and expenses so incurred may be deducted from any amounts due to the Contractor or may be collected otherwise by the Corporation from the Contractor. 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.

## 22. PAYMENTS AND HOLBACKS

Payment shall be made in accordance with the provisions of GC8.02 of the General Conditions of the Contract with the following amendments. Section GC 8.02.02 "Advance Payments for Material", is deleted.

In accordance with the Province's Prompt Payment legislation, article GC8.02.04.01.04 payment shall be made within 28 days of receiving a proper invoice from the Contractor.

All other conditions continue to apply.

Not excluding the provisions of the General Conditions of Contract, Section 8.02.03 "Certification and Payment", The Contractor shall be entitled to receive monthly payments at the rate of ninety percent (90%) of the work done and materials in place, according to the estimate of the Engineer, less all stipulated forfeitures and deductions. These payments shall be made on monthly invoices (less deficiencies) submitted by the Contractor and shall not be construed as acceptance of the work.

## 23. Statutory Declaration re: Payment of Accounts

The Contractor shall submit with each monthly progress claim, except the first, a completed Statutory Declaration Re Payment of Accounts. Failure to comply with this requirement will delay payment to the Contractor until the declaration is received. A copy of the Statutory Declaration is included in the contract documents

## 24. Statutory Declaration re: Liens and Liabilities

A Statutory Declaration re: Liens and Liabilities shall be prepared by the Contractor and submitted with their final request for payment. A copy of this Statutory Declaration is included in the contract documents.

## 25. EXECUTION OF CONTRACT

The party to whom this contract is awarded will be required to execute the Agreement and furnish the required documents as listed duly executed within ten (10) days, not including Sundays or legal holidays, from the date of mailing of notification from the Corporation to the bidder, according to the address given by him, that the contract is ready for signature.

- i) Workplace Safety and Insurance Board WSIB Clearance Certificates for the successful bidder and all subcontractors
- ii) Contract Performance and Material & Labour Payment Bonds;
- iii) Satisfactory proof of Insurance as stipulated above;
- iv) Copy of the Company's safety policy manual; and,
- v) Sample Traffic Protection Plan.

The works may commence once the appropriate agreements have been executed by both parties, subject to the receipt of all required approvals. Once work is commenced, it shall continue to completion without interruption or delays, except as required due to environmental conditions, or as approved in writing by the Engineer.

The Contractor shall inspect the contract site with the Engineer or his representative prior to commencement. The Contractor shall notify the Engineer or his representative of any extra work that may be required, any preparatory work not part of the work of this contract and any areas which the Contractor deems to be unprepared for the work of this contract, and in general inspect the contract site and agree that the site is prepared and the Contractor is satisfied with the condition of the site.

## 26. WORKING DAYS

Upon receiving the written authorization from the Contract Administrator to commence the work, the Contractor shall complete the work in its entirety as specified **within 30 working days**. Once the project has commenced, the Contractor shall complete the work in its entirety within the days allotted, excluding Saturdays, Sundays, and all Municipality staff and statutory holidays. A working day consists of any day other than a Municipality holiday, statutory holiday, Saturday or Sunday. Notwithstanding the requisite number of working days, the project shall be completed by **August 31, 2026**

**The hours of operation for a working day will be 7am to 6pm Monday to Thursday unless approved by the contract administrator. Friday hours will be 7am to 5pm unless approved by the contract administrator or designated official.**

The completion of the Contract shall include: the construction of the works, the performance of all specified quality assurance testing, the submission of the required documentation, and the performance of all stipulated remedial activities.

Requests for extension shall be completed in accordance with GC 3.06. The time of completion shall be extended in writing at any such time on such terms and for such period as shall be determined by the Engineer, and notwithstanding such extensions, time shall continue to be the essence of this contract. Should an extension be granted by the Corporation all bonds or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the bonds or other surety,

Any extension of time that may be granted to the successful Bidder shall be so granted and accepted without prejudice to any rights of the Corporation 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 and authority is given to the Corporation or the Engineer or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof, such powers of 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 in time granted by the Engineer.

## 27. LIQUIDATED DAMAGES

In case all work called for under the contract is not finished or completed within the working days allotted, damages will be sustained by the Corporation. The Corporation may deduct any amount under this paragraph, based on actual costs (estimated at \$1,200 per day) incurred by the Corporation, from any monies that may be payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action, or other alternative that may be available to the Corporation.

## 28. SUB CONTRACTORS

Bidders will provide a complete list of all sub contractors who it proposes to employ in the completion of the work on the form provided. All sub contractors will be subject to the same Contractor Health & Safety policy previously described and must have a minimum of 3 years related experience or have performed work directly for the Town of Plympton-Wyoming and received a passing report card. The successful bidder will require the approval of the Municipality before replacing any of the listed sub contractors.

## 29. DESIGNATED SITE SUPERVISOR

The bidder shall indicate on the form provided the name of the experienced construction supervisor or the site superintendent that will be responsible for on site supervision and completion of the contract. The designated Site Supervisor shall be on the site full time unless otherwise approved by the Municipality. The Municipality, at its discretion reserves the right to request the removal of the designated site supervisor. Should the Municipality request the removal of the designated site supervisor, the Contractor shall supply a suitable replacement at no expense to the Municipality.

FOR INFORMATION ONLY  
PLEASE REGISTER TO BID

THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING

Wyoming to Reece's Corners Trail

Reconstruction

FORM OF TENDER

Tender of \_\_\_\_\_

and \_\_\_\_\_

and \_\_\_\_\_

carrying on business under the firm name and style of

\_\_\_\_\_  
\_\_\_\_\_

a company duly incorporated by the Province of Ontario hereinafter called the Bidder.

TO THE MAYOR AND COUNCILLORS OF THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING:

1. No person, firm or corporation other than the bidder has interest in this tender or in the proposed Contract for which this tender is made to which it relates.
2. This tender is made by the bidder without connection, knowledge, comparison of figures or arrangements with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
3. No member of Council, Corporation or any officer of the Corporation of the Town of Plympton-Wyoming is, or shall become partner, stockholder, and surety or otherwise in or in the performance of the Contract, or in any portion of the profits thereof, or of any monies to be derived therefrom.
4. The bidder agrees that the tender is to continue open to acceptance for a period of sixty (60) days after closing date for the tender and that either Corporation may at any time within this period accept this tender whether any other tender has previously been accepted or not.
5. The bidder agrees that the tender is irrevocable after the official closing time and that if accepted by the Corporation will enter into an agreement to perform the work within 10 working days of receiving notification of the Municipality's award. In the event that the Bidder's tender is accepted and the bidder chooses not to enter in to an agreement with the Corporation; that the bid bond provided is subject to forfeiture; and further, that the Corporation may seek any other recourse that might be available under the law.
6. If this tender is accepted the bidder agrees to furnish a contract performance bond as specified in the Information for Bidders and to execute the agreement and bond in duplicate within ten (10) working days after notification of acceptance of the tender by either Corporation.
7. If the tender is accepted the bidder agrees to complete the work within the period required by the Specifications attached hereto after being ordered to commence work. The work that may be ordered by the Engineer in strict conformity in all respects with the Specifications, General Conditions and Agreement and to accept payment in full thereof in the Unit Prices Bid.

The bidder has carefully examined the locality and site of the proposed works, as well as the Plans, Agreement, Information for Bidders, Form of Tender, Specifications and General Conditions relating thereto and Addendum/Addenda No. \_\_\_\_\_ to \_\_\_\_\_ inclusive, and acknowledges that they have obtained all the information necessary to enable the submission of a bona fide tender.

8. The bidder will agree to furnish all necessary plant, labour and materials and to construct in a good, substantial and workmanlike manner the works shown on the Contract Drawings and described in the Specifications, and to accept payment in full therefore at the Unit Prices listed on the Tender Sheets, all in accordance with the Contract Documents to the Satisfaction of the Engineer.
9. I/We enclose herewith a tender deposit in the amount and form shown below:

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In the event of forfeiture of this tender deposit on account of withdrawal of this tender or failure to enter into a contract, the amount so forfeited is agreed and understood to represent liquidated damages and not a penalty.

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Bidder's Signature	Date
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Bidder's Name (please print)	Title
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Witness's Signature	Date
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Witness's Name	Title
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Bidder's Address	Postal Code
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Bidder's Telephone	Bidder's Fax
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Bidder's E-mail Address

FOR INFORMATION ONLY  
PLEASE REGISTER TO BID

**Wyoming to Reece's Corners Trail  
Reconstruction**

FORM OF TENDER

SUMMARY SHEET

The tenderer hereby tenders and offers to enter into a Contract, being the Contract herein before referred to, to supply and do all or any part of the work which is set out or called for in this tender, on the terms and conditions and under the provisions set out or called for in this tender, for the Total Tender Price stated in the Summary Sheet, which price shall include Excise Tax, Rebate Tax, Patent Fees, Duty, Exchange, and all other charges except Harmonized Sales Tax for the Wanstead Road and Elevator Street -Asphalt Resurfacing - 2024 project complete in every respect as specified:

**Wyoming to Reece's Corner Trail Reconstruction**

TOTAL TENDER PRICE (Incl. H.S.T.) \$ \_\_\_\_\_

TOTAL TENDERED PRICE IN WRITING \_\_\_\_\_

\_\_\_\_\_ DOLLARS.

\_\_\_\_\_ Date Bidder's Signature

\_\_\_\_\_ Date Witness

The aforesaid total tender price is made up as a sum of the prices included in the Schedule of Prices.

FOR INFORMATION ONLY  
PLEASE REGISTER TO BID

TENDER SUBMISSION CHECKLIST

All items bid	
Tender deposit	
Agreement to bond	N/A
WSIB clearance certificate(s)	
Insurance certificates	

**SCHEDULE OF LUMP SUM AND UNIT PRICES**

Item	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>REMOVALS</b>					
1.01	Remove existing asphalt trail surface	800	sq.m.		
1.02	Excavate and dispose of existing base and sub-grade materials (3.0m wide by 250mm depth)	1,600	sq.m.		
<b>TRAIL WORKS</b>					
2.01	Supply, place and compact 200mm of Granular 'A'	800	tonne		
2.02	Supply, place and compact 50mm HL-3 Asphalt	1,500	sq.m.		
<b>RESTORATION</b>					
3.01	Supply and place topsoil and grass seed to match existing	320	sq.m.		
<b>OTHER</b>					
5.01	Traffic Control	1	LS		
5.03	Contingency	1	LS		\$5,000.00
Sub-Total					
HST					
<b>TOTAL</b>					

FOR INFORMATION ONLY  
 PLEASE REGISTER TO BID

Wyoming to Reece's Corners Trail  
Reconstruction

SUBCONTRACTOR/SUPPLIER LISTING

Bidders shall list all sub-contractors, suppliers, and consultants who they propose to use in the completion of this project

<b>Sub-Contractor/Supplier List</b>		
<b>Company Name &amp; Address</b>	<b>Contact Person</b>	<b>Phone Number</b>

FOR INFORMATION ONLY  
PLEASE REGISTER TO BID



THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING  
Wanstead Road and Elevator Street -Asphalt Resurfacing - 2024

DESIGNATED SITE SUPERVISOR

The bidder shall indicate below the name of the experienced construction supervisor or the site superintendent that will be responsible for onsite supervision and completion of the contract. The designated Site Supervisor shall be on the site full time unless otherwise approved by the Municipality. The Municipality, at its discretion reserves the right to request the removal of the designated site supervisor. Should the Municipality request the removal of the designated site supervisor, the Contractor shall supply a suitable replacement at no expense to the Municipality.

The designated site supervisor for this contract shall be:

\_\_\_\_\_  
Print Name

Please attach the resume of the designated site supervisor

FOR INFORMATION ONLY  
PLEASE REGISTER TO BID

**SPG.1 GENERAL CONDITIONS**

This Special Provision amends and takes precedence over certain Sections of the General Conditions OPSS.MUNI 100 dated November 2024. All Sections not amended by the Special Provision shall take precedence in the order set out in Section GC 2.02.

**SPG.2 SURETY AND DEPOSIT**

In addition to the items listed the Certificate of Insurance shall be submitted to the Municipality at the time of execution of the Contract prior to release of the tender deposit.

**SPG.3 ACCEPTANCE OF WORK**

The written notice of substantial completion shall specify the date of commencement of the twelve (12) month Maintenance Period. The Contractor shall be responsible for any maintenance or corrective measures required as a result of faulty workmanship or materials during the Maintenance Period.

**SPG.4 CONTRACTORS RESPONSIBILITIES AND CONTROL OF WORK**

The Contractor shall be responsible for delineating the boundaries of any open excavation at the end of each working day with fencing and approved lighting and delineators. All excavations are to be backfilled unless approved by the Engineer or Site Inspector. No road may be closed without the authorization of the Municipality and provision of adequate detours.

The Contractor shall be responsible to maintain access to the adjoining properties open during the course of the work.

The Contractor will be responsible for damage that occurs on any haul routes or to adjoining properties. It will be the Contractor's responsibility to restore the damaged area or areas to their original condition at his own expense and to the satisfaction of the Township Road Authority.

The Contractor's attention is drawn to Paragraph GC7.01.06 referencing the Occupational Health and Safety Act.

**SPG.5 TIME AND ORDER OF COMPLETION**

The work shall be completed and full possession thereof given to the Municipality **3 WEEKS** past the date of commencement subject to any extensions allowed under Section GC3.07.

**THIS PROJECT IS TO BE COMPLETED BY AUGUST 31, 2026**

**SPG.6 LIQUIDATED DAMAGES**

In the event that all the work is not completed within the allowed time (General Conditions 5) it is agreed that damage will be sustained by the Municipality. The Municipality shall deduct a minimum of four hundred dollars (\$1,200) per day, from any monies that may be due or payable to the Contractor on any account whatsoever. Should actual costs incurred by the Municipality be beyond the \$1,200 daily, additional deductions will occur.

The liquidated damages payable under this Section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

**SPG.7 WORKING HOURS**

A working day will be considered any day excluding Saturdays, Sundays, and Statutory Holidays. For the purpose of this contract working hours will extend from 7:00 a.m. to 6:00p.m.

**PAYMENT OF WORKERS**

The Contractor shall adhere to the Ministry of Labour Fair Wage Policy for the "Provincial Zone".

**SPG.8 GARBAGE PICKUP**

The Contractor will be responsible for maintaining garbage and recycling collection service during the period of construction. They must be emptied and returned by the end of the day on garbage and recycling pick-up day. It is the Contractor's responsibility to ensure the boxes and cans are returned from where they came.

FOR INFORMATION ONLY  
PLEASE REGISTER TO BID

**WYOMING TO REECE'S CORNERS TRAIL RECONSTRUCTION**

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**SPS.1 GENERAL**

The work shall be carried out in accordance with the appropriate Ontario Provincial Standard Specifications except as altered herein. The Municipality reserves the right to delete all or portions of the work. Where Ontario Provincial Standard Specifications or Standard Drawings are indicated on the contract Drawings, in the specifications, Form of Tender or elsewhere in these documents the Contractor shall comply with the requirements of such standards as though they were bound herein.

**SPS.2 APPLICABLE BY-LAWS & REGULATIONS**

All works shall be done in accordance with the applicable by-laws of the Municipality, the appropriate Ontario Provincial Standards, and requirements of the Ministry of Labour.

**SPS.3 SCOPE OF WORK**

Generally, the work includes the reconstruction of the Wyoming to Reece's Corner's Trail to a width of 2.8 metres.

Asphalt to be received at the Township Yard location at 5819 Oil Heritage Road

The restoration work includes but is not limited to the restoration of trail area with topsoil and seed.

All work shall be in accordance with the Drawings, Specifications and Contract Documents.

**SPS.4 LOCATION OF WORK**

The work is located on Oil Heritage Road between Confederation Line and London Line, within the Town of Plympton-Wyoming.

**SPS.5 PRIVATE LANDS**

The Contractor shall not enter upon or occupy with workers, tools, equipment or materials of any nature, any lands outside of the public streets and roadways and the right of way shown on the Plans, except after consent has been received by him from the proper parties, a certified copy of which shall have been furnished to the Municipality.

Any damage to private property as a result of the Contractor's operations shall be the responsibility of the Contractor and repair costs in connection therewith shall be chargeable to the Contractor.

When private land is used or damaged by the Contractor, the Municipality requires that the Contractor obtain and forward to the Municipality a form of release which releases the Municipality from all future claims and which is signed by the owner of the private land.

**SPS.6 HAUL ROUTE**

The Contractor shall use Oil Heritage Road for access to/egress from the site for loaded & empty trucks during construction. Under no circumstances shall trucks use any of the existing tar & chip surfaced or gravel roads.

**SPS.7 SITE CONDITIONS**

Contractor Shall be in contact with CN Rail representative through the duration of the project and work within the limits of the permits provided by Canadian National Rail.

Contractor shall have the utility owners locate their plant prior to carrying out any excavation.

Contractor shall acquaint himself with the existing site conditions in order to ensure proper surface restoration. The Municipality shall obtain "existing condition photographs" which will be made available to the Contractor for restoration purposes.

At the end of each working day any excavations are to be backfilled unless otherwise allowed by the Municipality with the appropriate safety measures in place.

**SPS.8 TRAFFIC CONTROL**

Payment of the lump sum price for this item shall be for the full cost of providing the required traffic control measures. Payment of half of the lump sum price for this item shall be made with the first progress payment and the remainder shall be paid with the last progress payment.

a. Traffic Volumes Data

Oil Heritage Road just south of Jane Street is as follows:

Actual Volume **6,868**

The speed limits through the area is 50km/hr to 90km/hr

b. Construction Signs

The Contractor shall supply, erect and maintain temporary construction signs in accordance with the requirements of the Manual of Traffic Control Devices and to the satisfaction of the Municipality.

c. Plan for Traffic Control

At the preconstruction meeting the Contractor shall submit a plan for proposed traffic control arrangements to the Municipality for review. The plan should not be a photocopy of Book 7 but specific to the site. The plan is to coincide with the proposed progress schedule and shall indicate the position and type of signs to be used.

d. Local Access

The Contractor shall conduct his operations so that the street under construction, the intersecting streets and the driveways to adjoining properties are not obstructed longer than the minimum time necessary to complete the work, and shall be reinstated as soon as possible to the satisfaction of the Municipality.

The Contractor shall give the Municipality two full working day advance notice of any operation which will affect traffic movements in order to have, the Contractor's traffic control methods approved and to allow The Municipality to notify emergency and school bussing services.

**WYOMING TO REECE'S CORNERS TRAIL RECONSTRUCTION**

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e. **Access for Emergency Vehicles**

The Contractor must always maintain access for emergency vehicles. Any work required to provide emergency access such as backfilling trenches, moving machinery or equipment, etc., shall be at the Contractor's expense.

f. **Access to Properties Adjacent to the Work**

Interference with vehicular access to houses, businesses and other properties adjacent to the work shall be kept to a minimum compatible with the expedient completion of the work of the contract. Safe pedestrian access shall be provided at all times to properties adjacent to the work.

**SPS.9 BARRIERS AND LIGHTS**

The Contractor must, at his own expense, and without further or other order, provide, erect, and maintain all requisite barriers, fences, flashing yellow lights or other proper protection; and must provide, keep and maintain such watchmen and lights, as may be necessary or as may be ordered by the Municipality in order to ensure safety to the public as well as to those engaged about the premises or works.

Should the Contractor neglect to carry out the above requirements, the Municipality is hereby authorized to place such watchmen, lights, barriers, etc. as are required, and charge the cost to the Contractor, without relieving the Contractor or any claims for damages or accident.

The Contractor must provide a sufficient number of warning notices, hazard markers, flashing yellow lights and barricades, which must be maintained in good order wherever any roadway, sidewalk or thoroughfare is torn up or dangerous, and so long as it remains unsafe or unfinished.

All signs, signals, pavement markings, and /or detours shall comply with the Traffic Control Manual for Uniform Traffic Control Devices for Ontario.

When any work is carried on at night, the Contractor must supply, at his own expense a sufficient number of electric or other approved and efficient lights, to enable the same to be done in a safe, efficient and satisfactory manner, and the Municipality shall have the power to order additional lights to be put on at the Contractor's expense if, in the opinion of the Municipality, they are, or may be required.

Quality control testing of the material and its installation will be at the Contractor's responsibility and expense and will be taken where and when directed by the Municipality.

**SPS.10 NOTIFICATION TO THE MUNICIPALITY**

The Municipality shall be notified at least ten (10) working days in advance of commencement of construction.

Traffic shall not be interrupted without previous written authority of the Municipality (Traffic Plan Review).

**SPS.11 NOTIFICATION TO HOMEOWNERS**

Homeowners shall be given 24 hours' notice in writing prior to any disruption of existing services.

**SPS.12 PROTECTION OF EXISTING PROPERTY**

Any municipal and/or private property disturbed by construction activities shall be fully restored in accordance with the Ontario Provincial Standards and/or the applicable St. Clair Town Standards and to the satisfaction of The Municipality.

The Contractor shall, at his own expense, shore up or otherwise support or protect any buildings, bridges, walls, fences, pavements, or other structures which may be liable to injury or to be endangered during the work and in the case of injury, damage or disturbance to any buildings, bridges, walls or other structures during the construction of the said work or of any extra work entering this Contract. The Contractor shall at his own expense and cost, proceed to restore, repair, rebuild, or otherwise make good the damage, injury or other disturbance noted, and put the said buildings, fences, walls or other structures in a condition the same or as equal to that existing previous to the beginning of the work.

**SPS.13 GARBAGE / RECYCLING PICK UP**

The Contractor shall be responsible to ensure that garbage and recycling is picked up on the normal pick-up cycle for all affected properties and within the contract limits and shall be responsible to do so from the issuance of the start work order until the project is complete. The Contractor must make whatever arrangements are necessary to maintain normal garbage pick-up on the normal pick-up cycle of days. All costs to do this are to be at the expense of the Contractor.

**SPS.14 HAULING MATERIAL ON STREETS**

The Contractor shall provide light trucks approved of by the Municipality to haul soft or wet materials over the streets in order to prevent litter on the streets. In all cases, when any materials are dropped from the trucks of the Contractors, he shall clean up the same as often as directed and keep the streets and sidewalks clean and free from dirt, mud and litter of any kind.

If the Contractor refuses or neglects to clean up the said materials when ordered to do so by the Municipality, the Municipality shall do the necessary cleaning up and the cost of the same shall be deducted from the monies due to the Contractor.

**SPS.15 MUNICIPAL HYDRANTS AND WATER**

A bulk water fill station is available at 3991 Egremont Road, Camlachie and 3613 London Line, Wyoming. Municipal fire hydrants are not to be used by the Contractor for obtaining water unless approved by the Municipality.

The Contractor shall at all times keep all hydrants, water valves, stop-cocks in good working order and easy to access, so that they can be conveniently operated by the Fire Department or other authorized persons. Any hydrant found damaged within the limits of the contract after the construction has begun will be repaired immediately by the Contractor at his expense. It is the Contractor's responsibility to ensure the area hydrants are damage free at the start date of the contract.

**SPS.16 HOUSEKEEPING**

The Contractor shall keep the site and the work in as tidy a condition as practicable during the progress of the work. He shall not deposit any material on any portion of street, sidewalk, boulevard, grass plot, or public property, without permission of the Municipality, and shall remove same without delay when and as directed by the Municipality. Upon completion of each portion of the work, he shall remove all false work, plant or surplus materials, as well as any rubbish accumulated on account of his operations, and shall leave the site in a condition satisfactory to the Municipality.

If all surplus material, or plant, rubbish, false work, equipment, etc. is not removed regularly and continuously and as necessary, the Municipality will proceed to do whatever is necessary to restore the site.

Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from off the streets, footwalks, boulevards and grass plots, and removed therefrom.

**SPS.17 CONVENIENCES**

The Contractor must provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for his workers, so that they shall not be a source of inconvenience, complaint or nuisance to the public or to residents in the vicinity of the works. All the above must comply with the Ministry of Labour guidelines.

**SPS.18 UTILITY COMPANIES ON OR ADJACENT TO THE SITE OF THE WORK**

The Contractor shall cooperate with Utility Companies who may be working within or adjacent to the limits of the contract. The Municipality reserves the right to alter the method of operations on this contract to avoid interference with these other Contractors and work forces.

Some relocation work may be done by the Utility companies (or their contractors) during the work of the contract. The Contractor shall make due allowance for the presence of their work crews and cooperate as required with utility companies concerned. It will be the Contractor's responsibility to make necessary arrangements in order to coordinate their work with his.

The Contractor shall not be entitled to any compensation for delays or extra costs arising from the above work or other work crews on the site of this contract.

**SPS.19 DRAINAGE**

The Contractor shall keep all portions of his work properly and efficiently drained during construction and until completion, and he will be held responsible for all damages which may be caused, or result from water backing up or flowing over, through, from or along any part of the works, or which any of his operations may cause to flow elsewhere.

**SPS.20 REMOVAL OF OBSTRUCTIONS**

Where existing utilities, structures or poles are within the space to be occupied by the proposed sewer, watermain, structure or other plant, the Municipality will arrange and pay for any necessary relocations of such utilities, structures or poles. No claim will be

considered and no payment made for any delay in the work of the contract due to such obstructions and their relocation.

This provision does not relieve the Contractor of his responsibilities under this Contract to protect existing installations from damage at all times. No claim will be considered and no payment made because of the presence of any existing utility, structures, pole, or overhead cable which is not actually within the space to be occupied by the proposed sewer, watermain, structure or other plant under this Contract. If the Contractor deems it necessary to relocate any such existing installation in order to facilitate the work of the Contract, he shall arrange and pay for such relocation, after obtaining the Municipality approval.

The Municipality shall be immediately notified by the Contractor of the occurrence of any obstructions and kept informed of measures proposed to deal with them.

**SPS.21 OVERHEAD CONSTRUCTION**

No machinery shall be employed which, in the opinion of the Municipality, will unduly interfere with overhead wires and other overhead construction. The Contractor will obey by all safety regulations and any other requirements imposed by the owners of the overhead construction or wires.

**SPS.22 SUPPORT OF UTILITY POLES**

It may be necessary to support a number of utility poles during construction of underground services. The supporting of these poles shall be done by the Contractor at his expense and to the satisfaction of the affected utility company and the Municipality.

**SPS.23 TRENCHING BY MACHINE OR BY HAND**

Machinery shall be used for excavation except where, in the opinion of the Municipality, its operation may cause damage to trees, pole lines, buildings or existing pipes and utilities and structures above or below ground. In such cases, hand excavation shall be employed at no extra cost to the Municipality.

**SPS.24 REPAIR OF BROKEN WATERMANS AND CONNECTIONS**

When a watermain or service connection is broken or damaged by the Contractor as a result of his operations, he shall immediately notify the Municipality, be fully responsible for its repair to the satisfaction of the Municipality.

**Water valves are to be operated by Town Operations staff only.**

**SPS.25 BREAKING OF PAVEMENT OR FROZEN GROUND**

The breaking of pavement or frozen ground shall be carried out in a manner satisfactory to the Municipality. Should the method of breaking either pavement or frozen ground adopted by the Contractor result in excessive noise or ground vibration, or lead to complaints by the public, or should it cause damage or occasion the possibility of damage to adjacent buildings or other structures or utilities, then the Contractor must adopt an alternative method approved by the Municipality which will eliminate these conditions and make good any damages all at the Contractor's expense.

**SPS.26 SAWCUTTING ASPHALT OR CONCRETE**

The Contractor shall be required by the Municipality to saw-cut existing asphalt or concrete when removing or joining any paving, sidewalk, curbs and gutters, driveways or concrete work, etc. The work shall include the labour and supply of equipment to perform the operation, any signing and traffic control, and the cleaning up of all dirt and debris resulting from the operation of the saw. Wherever asphalt is saw-cut to facilitate matching new asphalt to existing, the Contractor shall also grind 40mm by 500mm overlap at the matching edge. Payment for this work shall be included in the respective rates for those items for which the saw-cutting is carried out. No separate payment shall be made for asphalt grinding.

**SPS.27 APPROVED EQUALS**

The Contractor may submit a written request to use alternate materials to the Municipality for approval. Any alteration from the specified materials will be subject to approval by the Municipality. The Contractor shall not make substitution without written approval from the Municipality prior to receipt of material on site. The Contractor shall clearly state the reason for his request for a substitution and indicate clearly whether there is any additional cost, credit or no difference in tendered price as a result of the proposed alternative.

**SPS.28 CHANGE ORDERS**

The Contractor shall not proceed with any additions or deletions to the Contract until he has been issued a Change Order. The Change Order must be signed by the Contractor and approved by the Municipality. The Municipality will not recognize verbal changes by the site inspector for payment.

**SPS.29 INSPECTION/TESTING**

The Contractor will not receive payment for any aspect of the work that cannot be tested or inspected to the satisfaction of the Municipality.

**SPS.30 GEOTECHNICAL TESTING**

Quality control of the granular and asphalt materials is critical for this project.

The Contractor shall submit samples of granular materials and asphalt mix designs for testing prior to construction. Additional samples will be taken during construction at the discretion of the Municipality. The Contractor will not be entitled to any compensation as a result of delays to his schedule required for geotechnical testing or waiting for test results. Only material meeting the required specification will be accepted regardless of whether or not it has already been placed or paid for. The Contractor shall pay all costs for any geotechnical testing of materials that do not meet specifications. These costs will be deducted from the Contractor's final payment certificate.

**SPS.31 MAILBOXES / SIGNS**

The Contractor shall be responsible for the careful removal and replacement of all mailboxes, signs and other fixtures affected by the construction activities. All mailboxes/signs shall be relocated so that the opening of the mailbox is at the outside edge of the gravel shoulder. The mailbox mounting height shall be 1060mm (42") to the bottom of the box. Posts shall be planted at least 750mm (30") in the ground and shall

**WYOMING TO REECE'S CORNERS TRAIL RECONSTRUCTION**

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be located approximately 300mm (12") from the gravel shoulder. Damaged or unsalvageable posts shall be replaced with square wooden posts, pressure treated, 150mmx150mm (6"x6"). All items removed shall be replaced either permanently or temporarily as expeditiously as possible.

**SPS.32 DEWATERING (Not Applicable)**

Contractor shall carry out any dewatering to the requirements of OPSS 517 and the cost for this work shall be included in the cost of the relevant tender items and no separate payment shall be made.

**SPS.33 LAYOUT AND GRADE CONTROL**

The Municipality will supply the Contractor with a list of geodetic benchmarks to be used to control the line and grade. It is the Contractor's responsibility to complete all layout necessary to control line and grade.

The Contractor shall provide sufficient line and grade control points to enable the site inspector to periodically check that the work is being constructed to the line and grades shown on the drawings. The Municipality may require the Contractor to provide additional control points if they are required to control line and grade.

It is the Contractor's responsibility to ensure all work is constructed to the lines and grades shown on the drawings or specified in the contract specifications. The Contractor is to include all costs to complete layout and line and grade control in his tendered unit prices.

**SPS.34 SITE CONDITIONS**

Contractor shall have the utility owners locate their plant prior to carrying out any excavation.

Contractor shall acquaint himself with the existing site conditions in order to ensure proper surface restoration. The Municipality shall obtain "existing condition photographs" which will be made available to the Contractor for restoration purposes.

At the end of each working day any excavations are to be backfilled unless otherwise allowed by the Municipality with the appropriate safety measures in place.

**SPS.35 REMOVALS OF EXISTING ASPHALT**

a. Removal of Existing Concrete and Asphalt

Existing concrete curbs and gutters, concrete sidewalks, asphalt pavement and concrete pavement and base to be removed shall be broken out and removed as required. In executing the work, every effort must be made to minimize damage to adjacent properties and services. In this connection, the use of explosives or any weights dropped from considerable height to cause fracture of pavements will not be permitted. The existing asphalt road shall be excavated, avoiding contamination with subgrade and disposed of at a suitable asphalt recycling center.

The Contractor will be required to replace or repair, at his own expense, any damage caused by his operations to adjacent pavement, properties and services.

Material removed shall be disposed of by the Contractor unless otherwise directed by the Municipality.

**SPS.36 HOT-MIX ASPHALT****MATERIALS**a. Hot-Mix Asphalt Pavement

At the preconstruction meeting, the Contractor shall submit to the Municipality a mix design for each type of hot mix asphalt to be used on the Contract. The mix design shall be prepared by a laboratory certified by the Canadian Council of Independent Laboratories (CCIL) for the applicable tests. Each mix design shall comply with the requirements of OPSS 1150 and shall be current for the calendar year in which the paving is performed. Hot Mix Asphalt supplied to the Contract shall conform to the approved mix design and the requirements of OPSS.MUNI 1003, OPSS.MUNI 1101, and OPSS 1150, and shall be placed in accordance with OPSS.MUNI 310. The asphalt type and lift thicknesses shall be as specified in the Contract Documents. Asphalt cement shall be PGAC 58-28 penetration grade.

The payment to the Contractor will be adjusted based on changes to the Ministry of Transportation's performance graded asphalt cement price index. A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15/tonne from the price index stipulated by the **Owner (Town of Plympton-Wyoming) as \$1100.00**. When the price index differential is less than \$15/tonne, there will be no payment adjustment for that month.

b. Bituminous Tack Coat

~~The bituminous tack coat shall be an emulsified asphalt consisting of suitable paving asphalt dispersed in water, as per OPSS.MUNI 1103. A solution of asphalt, cut and mixed with diesel fuel, or other petroleum products, shall not be used. The addition of polymers or other additives after the manufacture of emulsified asphalt shall not be permitted.~~

c. Cold Joint Sealing Compound

~~Polymer modified bitumen strip used for cold joint sealing shall be the "Densoband" joint sealing system including the use of the "Denso Primer D" or approved equal.~~

d. Pavement Markings (Not Applicable)

~~The type of paint to be used shall be of OPSS 1712 PREMIUM quality paint approved by the Ministry of Transportation of Ontario. The colour of the paint shall be in accordance with the current Ministry of Transportation of Ontario Standards. The marking shall be reflectorized using glass beads of the type and size acceptable to the Ministry of Transportation of Ontario and OPSS 1750.~~

~~The Contractor shall be required to provide the Corporation with the following concerning the glass beads he proposes to use: name of manufacturer, manufacturer batch number, M.T.O. approval number, and documentation verifying that the specific beads to be used to meet M.T.O. specifications. **PREMIX BEADS will not be acceptable under the terms of the Contract for ANY purposes.**~~

**CONSTRUCTION (HOT-MIX ASPHALT)**a. Hot-Mix Asphalt Pavement

## WYOMING TO REECE'S CORNERS TRAIL RECONSTRUCTION

This work includes the supply, placing and compaction of hot-mix asphalt pavement for roadway in accordance with OPSS.MUNI 310 and OPSS 1150. The Contractor shall place temporary line markings in locations where permanent markings will be required. Compaction of each course of pavement shall be not less than 95% of the laboratory density.

b. Maintenance

The Contractor shall be responsible for the protection and maintenance of both sub-grade, sub-base and base courses until final acceptance of the work or placing of asphaltic paving materials. Repair, filling of pot holes, re-grading, etc. as is required to make good any damage, will be at the Contractor's expense.

Some granular materials tend to retain moisture and the material may become too wet for proper acceptance as a base material. If this occurs, the Contractor shall be fully responsible for all costs of removing and replacing all Granular "B" material that, in the opinion of the Municipality, is too wet for use as road base material.

Testing and costs for testing will be the responsibility of the Contractor.

c. Longitudinal and Transverse Joints

~~The Contractor shall ensure a thorough and continuous bond between jointed materials and provide a smooth riding surface. Cold joints shall be offset at least 300mm from the cold joints in lower asphalt layers.~~

~~All dirt or other foreign material and all loose material shall be removed from faces at which a joint is to be made.~~

~~When matching existing surfaces, the depth of the uncompacted mat shall be set to allow for compaction and the paver screed should overlap the adjacent surface by no more than 25mm.~~

d. Bituminous Tack Coat

~~The Contractor shall furnish and evenly apply a solid black bituminous tack coat to the total face of concrete gutters, cold joints, and all other surfaces against which new asphalt paving is to be placed. The cost of supplying the material and applying the tack coat shall be included in the unit price bid for asphalt paving.~~

~~The faces at which joints are to be made shall be tacked (painted) with a thin uniform and continuous coating of tack coat material, with the exception of joints that are still hot, and the joint(s) between pavement lanes laid in echelon. A joint will be considered 'cold' once it has cooled to 80°C or less. All costs associated with the tacking of joints shall be deemed to be included in the unit price for hot mix asphalt. See OPSS.MUNI 310.07.02.02.~~

e. Cold Joint Sealing Compound

~~Polymer modified bitumen strip for cold joint sealing shall be applied to all cold & milled joints in the asphalt pavement, and to all manhole and catchbasin frames inside the paving area. The cost of supplying the material and applying the sealing compound shall be included in the unit price for asphalt paving. A joint will be considered cold if the temperature of asphalt at the joint drops to 60°C or below.~~

f. Pavement Markings and Rumble Strip (Not Applicable)

~~The work intended to be carried out under this item shall include supplying of all machinery, material and labour necessary for the application of all pavement~~

marking as per OPSS 710 and installation of rumble strips as per OPSS.PROV 342. The pavement markings and rumble strip shall be in place within **5 working days** of the surface course placement. The line and layout of the pavement markings shall be the responsibility of the contractor.

The grinding of a shoulder rumble strip shall be ground into the pavement as shown on the contract drawings after the final pavement markings have been placed. The equipment used shall be capable of producing a smooth surface and have a rotary type cutting head or approved equal. The equipment shall either be equipped with a sweeping device or, a separate sweeping operation shall be conducted following the construction of the rumble strip.

**All road painting and markings shall be in accordance with the latest version of the Ontario Ministry of Transportation's Ontario Traffic Manual Book 11 and completed with a truck mounted application method. The Contractor is to pre-mark all pavement markings and contact the Town for approval prior to painting.**

It should be noted that all supplies necessary for the operation and cleaning of the truck mounted machine or hand machine is the sole responsibility of the Contractor. This also includes all paint, reflective glass beads and thinners. However, this does not in any way lessen the Engineer's right to reject the use of any material which, in his opinion, is of inferior quality and would in any way contribute to an end product below acceptable standards.

Pavement markings shall have a well defined edge free from waviness, uniformly dimensioned and shaped, and with no splatter or overspray.

Non-coning paint shall be applied to surfaces that are dry and free of loose objects, grease, or soil.

Paint shall be applied at a rate which results in a uniform thickness of 0.230mm (.009in) [0.025mm (0.001)] measured dry.

No thinners shall be mixed with the paint without specific approval of the Engineer. AT NO TIME shall gasoline be acceptable as thinner.

Reflectorizing glass beads shall be applied uniformly immediately after paint applications and before the paint dries at a rate of 0.70kg per litre of paint.

It should be noted that the Contractor is expected to supply and apply "Drop-On" glass beads for all the work performed.

Payment for this item shall be paid for by the metre as per the Schedule of Lump Sum and Unit Prices with each metre including 1 rumble strip and 2 white lines.

All sidewalks, curbs, curb and gutters, curb cuts, curb fill-ins and concrete driveway aprons are to be protected for a minimum of 72 hours after placing from all vehicle traffic and 48 hours from all pedestrian traffic.

a. Acceptance

The Contractor will be responsible to protect all work from damage, indentations and abrasions caused by the public, tree branches, weather, etc. Any work that is deemed unacceptable by the Municipality because of damage, indentation, abrasions, poor finish, poor workmanship or unacceptable material, etc. must be replaced with new at no cost to the Municipality.

**SPS.37 EXCAVATION AND TRAIL BASE**

a. Granular "A", "B" and "M"

Granular materials shall be 100% crushed stone and conform to OPSS 1010 and must be approved prior to use by the Municipality and shall be supplied and installed to his satisfaction.

Testing to prove conformity to OPSS will be at the cost of the Contractor. Specific truckloads of material when delivered and observed on site to be substandard, based on the opinion of the Municipality, will be rejected and removed from the site immediately at no cost to the Township for the material, delivery or removal. When on site quality control testing finds that a large portion of the delivered material is substandard then the Municipality will determine what remedial action must be taken. The cost of the remedial action, the quality control testing and any additional testing will be paid for by the Contractor.

**CONSTRUCTION**

a. Excavation

Under this item, the Contractor remove the base and sub-grade materials to the grades and elevations directed by the Town representative.

**SPS.38 RESTORATION**

a. Topsoil

This work includes the re-grading of the boulevard along with the supply, placing and grading of topsoil in accordance with OPSS 802 and OPSS 803. All areas disturbed shall be restored to an equivalent or better condition than existed prior to construction, in accordance with OPSS 492.

Topsoil shall be placed to a minimum depth of 100mm in all areas to receive sod and hydroseed.

Payment for grading of boulevards and supply and placing of topsoil shall be included in the unit price for supply and placing of sod/hydroseed.

b. Hydroseed

Under this item and for the unit price bid, the Contractor shall supply and place hydroseed to the requirements of OPSS 572. The Contractor shall be responsible for watering the seed to ensure growth. Water may be obtained from the bulk water fill station at the Mooretown Operations Center.

Grassed areas within the contract limits will be restored with hydroseed under the direction of the Municipality.

Payment for the supply and placement of hydroseed shall be by the square metre. Payments for the supply, hauling and application of water shall be measured in cubic metres of water applied.

**SPS.39 CONTINGENCY**

The Contractor shall not be entitled to payment of the contingency allowance except for additional work carried out by him in accordance with the contract and as directed by the Municipality and only to the extent of such additional work.



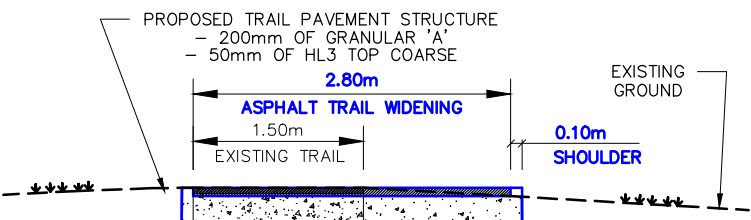
PROPOSED TRAIL WIDENING →

LIMIT OF CONSTRUCTION

0+530 +/-

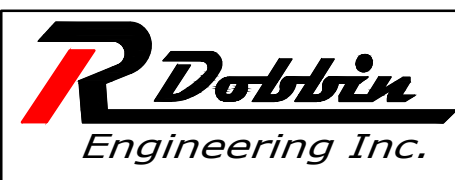
LIMIT OF CONSTRUCTION

STATION 0+000



FULL WIDTH EXCAVATION AND REMOVALS OF EXISTING TRAIL AND SUB BASE.

TYPICAL TRAIL SECTION



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Plympton - Wyoming Trail Plan 1

PROJECT No.  
2026-xxxx

APPROVED	NO.	REVISIONS	DATE	BY
J. WARNER				
CHECKED	1	FOR TENDER	APR. 15, 2026	CS
B. VAN RUITENBURG				
DRAWN	SCALE: 1:500			
C. SAUNDERS	0 4 8 12m			

# TOWN of PLYMPTON - WYOMING

## MULTI-USE TRAIL KEY PLAN

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OF 1