



Waste Management Department

CONTRACT DOCUMENTS WM-2025-01 Supply of Earth Borrow

Date of Issue: Wednesday February 13, 2025

Tender Closing Date: Tuesday March 4, 2025 at 2:00pm

**TOWNSHIP OF
McNAB/BRAESIDE**

WASTE MANAGEMENT DEPARTMENT

**Contract WM-2025-01
Supply of Earth Borrow**

Tenderer's Name	Total Tender Amount (From Section FT-4)
	\$ _____ (Includes 13% HST)

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PART I TENDER CALL

Sealed Tenders are invited for the execution of the works described herein.

Contract Number **WM-2025-01**

Described as **Supply of Earth Borrow**

Tenders shall be addressed to:

**The Township of McNab/Braeside
2473 Russett Drive
Arnprior, Ontario
K7S 3G8
c/o Ryan Frew, P.Eng.
Director of Public Works**

(Hereinafter the Township)

Tenders shall be received **until 2:00 p.m. local time, Tuesday, March 4, 2025**, at the address given above.

Tenders received by this time, date and at the location specified above, shall be opened and read in public as soon as possible after that time. **Public reading of a Tender does not imply any decision by the Township on whether a Tender is or is not irregular.**

PART II **TENDER CONDITIONS****TC-1** **Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and shall affix the Corporate Seal.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Township:
- a. the Tender and
 - b. all Addenda issued by the Township, with respect to this Contract.
- 1.7 The Tenderer shall submit the Tender on the forms provided by the Township and the Tenderer shall seal the forms in a clearly labelled envelope.

TC-2 **Tender Deposit**

- 2.1 A tender deposit in the form of a certified cheque, bank draft or money order payable to the Corporation of the Township of McNab/Braeside, in the amount of **\$5,000.00** must accompany each tender.
- 2.2 The deposits of the two low tenderers shall be retained by the Township until the Contract is executed, save that if a tenderer has not been requested by the Township to execute the agreement within thirty (30) days, his tender deposit will be returned. The deposits of other tenderers will be returned within five (5) business days.
- 2.3 The Tenderer agrees that, if he should withdraw his tender or fail for any reason to execute the agreement or provided other documents as required, the Township may retain his tender deposit for the use of the Township and may accept any other Tender, advertise for new tenders, negotiate a Contract, or not accept any Tender as the Township deems advisable.

TC-3 **Performance Deposit**

- 3.1 A performance deposit is not required for this Contract. If the Tenderer fails to perform the work as specified the Township may, in its sole discretion, terminate the Contract and seek any associated damages from the Contractor.

TC-4 **Addenda**

- 4.1 The Tenderer shall ensure that its name and address for receipt of Addenda are included on the Township's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the Township's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 **Irregular Tenders**

- 5.1 The Township shall be the sole judge of whether or not a Tender is irregular.

TC-6 **Unbalanced Tenders**

- 6.1 The Tenderer shall not submit an unbalanced Tender.

- 6.2 The Township shall have the right to:

- a. deem a Tender to be unbalanced and
- b. reject a Tender, which it deems to be unbalanced.

TC-7 **Collusion**

- 7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:

- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
- b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 **Right to Accept or Reject Tenders**

- 8.1 Notwithstanding any other provision in this Contract, the Township shall have the right to:

- a. accept any Tender;
- b. reject any Tender, and

c. reject all Tenders.

8.2 The Township reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.

8.3 Without limiting the generality of Section TC-8.1 the Township shall have the right to:

- a. accept an irregular Tender;
- b. accept a Tender which is not the lowest Tender, and
- c. reject a Tender even if it is the only Tender received by the Township.

8.4 Acceptance of the Tender shall occur at the time the Township awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 **Contract Documents**

9.1 The Tenderer shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the Township, pertaining to this Contract.

TC-10 **Errors, Omissions and Discrepancies in the Contract Documents**

10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the Township at the address specified in Part I of the Tender.

10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 **Irrevocability of Offer**

11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the Township.

TC-12 **Examination of Site**

12.1 The Tenderer shall visit the site of the Work before submitting a Tender, and shall make its own estimate of the facilities and difficulties that may be encountered and of the nature of the subsurface conditions. The Tenderer shall not claim at any time after submission of the Tender that there was any misunderstanding of the terms and conditions of the Contract related to site conditions.

The McNab/Braeside Waste Disposal Site is located at 573 Calabogie Road. Operating hours are 8:30 am to 4:00 pm on Tuesday, Thursday and Saturday.

TC-13 **Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance**

13.1 The successful Tenderer shall provide the Township with a valid Workplace Safety and Insurance Board Certificate of Clearance, to the satisfaction of the Township.

TC-14 **Successful Tenderer - Execution of Form of Agreement**

14.1 Execution of a Form of Agreement is not a requirement of this contract.

14.2 The Township shall issue a letter to the successful Tenderer to indicate acceptance of the contract.

TC-15 **Successful Tenderer - Insurance**

15.1 The successful Tenderer, and each and every sub-contractor (if applicable) shall, for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense, the following Insurance:

a) Liability Insurance

The successful bidder shall maintain sufficient General Liability insurance and shall provide to the Township proof of such insurance in the form of a Certificate of Insurance to the satisfaction of the Township's Solicitor and providing as a minimum requirement the following:

- i) \$5,000,000 in General Liability Insurance policy covering public liability and property damage and contain a "Cross Liability" clause or endorsement.
- ii) Certificates must provide; for thirty (30) days notice to the Township in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- iii) Certificates to name the Corporation of the Township of McNab/Braeside as additional insured with respect to work performed.
- iv) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.

b) Owned Automobile Liability

Automobile liability insurance in respect of licensed vehicle shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage:

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Tenderer.

TC-16 Successful Tenderer – Period of Contract

- 16.1 The contract shall commence on May 1, 2025 and terminate on April 30, 2028, unless a contract extension is granted as per section TC-16.2.
- 16.2 The Township may elect to extend the contract completion date (before April 30, 2028) by an additional two (2) years at a unit price to be negotiated with the Tenderer. All conditions of contract shall remain in effect unless specifically altered through negotiations.

TC-17 Successful Tenderer - Liquidated Damages

- 17.1 Liquidated damages shall not be applied to this contract. If the Tenderer fails to perform the work as specified the Township may, in its sole discretion, terminate the Contract and seek any associated damages from the Contractor.

TC-18 Successful Tenderer - Submission of Documentation

- 18.1 The successful Tenderer shall submit the documentation required by Sections TC-3, TC-13, TC-14 and TC-15 within seven (7) working days of the day the Township notifies the successful Tenderer that the documentation should be sent to the Township.
- 18.2 If the successful Tenderer fails to comply with Section TC-18.1, the Township may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Township.

TC-19 Prices

- 19.1 Prices quoted shall be the net cost to the Township and shall include all associated costs (i.e. labour, equipment, material, applicable licences and

permits) and all other associated costs required to perform the service to the complete satisfaction of the Township.

- 19.2 It is agreed that the Tender quantities are estimated only and may be increased or decreased by the Township without alteration of the Tender price.

TC-20 **Payment**

- 20.1 Payment will be made at the end of each calendar month. The Tenderer shall invoice the Township for the quantity of material delivery to the site at the unit price quoted in the Tender.

TC-21 **Tax Status**

- 21.1 The unit price quoted shall include all applicable taxes and fees except the Harmonized Sales Tax of 13%.
- 21.2 The Harmonized Sales Tax (HST) shall be extra to the unit prices quoted.

TC-22 **Basis of Award**

- 22.1 It is the Township's intent to award on a total aggregate price as Tendered; however, the Township reserves the right to award on a line item basis, to the lowest responsive bidders, if deemed to be in the best interest of the Township.
- 22.2 The Township reserves the right to disqualify any Tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The Township reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the Township. Should only one (1) Tender be received, the Township reserves the right to reject it.

TC-23 **Inquiries**

- 23.1 Inquires concerning the Tender are to be directed to:

Mr. Ryan Frew, P.Eng
Director of Public Works
(613) 623-5756 ext. 227
rfrew@mcnabbraeside.com

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated in writing as a Request for Tender Addendum to all registered document takers who have received the Request for Tender document from the Township.

To ensure fairness to all proponents, any and all questions that require detailed clarification or that may materially alter this quotation shall be submitted in writing (email form is acceptable) by no later than 5 (five) business days prior to the closing date.

TC-24**ACCESSIBILITY**

24.1

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services to people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

PART III **FORM OF TENDER****FT** **Tenderer Information**

Company Name: _____

Contact Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____ Fax Number: _____

Email: _____

Tenderer's Signature_____
Business Partner's Signature
(only if required by TC-1)_____
Witness's Signature
(only if required by TC-1)

Corporate Seal (if applicable)

FT-1 **Contract Documents**1.1 The Contract Documents for Contract **WM-2025-01** are:

- a. Tender
 - i. Part I..... Tender Call
 - ii. Part II..... Tender Conditions
 - iii. Part III..... Form of Tender
 - iv. Part IV Specifications
- b. All Addenda Issued Pertaining to this Contract

FT-2 **Tenderer's Declarations**

2.1 The Tenderer declares that it has obtained and read the Contract Documents.

2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

2.4 The Tenderer declares that all information, which it has provided or will provide to the Township is true.

FT-3 Tenderer’s Offer

3.1 The Tenderer offers to do the work in accordance with the Contract Documents.

3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

3.3 The Tenderer’s total Tender Price, based on the estimated quantities in the Schedule of Prices is:

\$ _____
(price in words)

(**\$** _____)
(price in numbers)

FT-4 Schedule of Prices

Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount
1	Supply of Earth Borrow May 1, 2025 – April 30, 2026	Tonne	5000	\$	\$
2	Supply of Earth Borrow May 1, 2026– April 30, 2027	Tonne	5000	\$	\$
3	Supply of Earth Borrow May 1, 2027 – April 30, 2028	Tonne	5000	\$	\$
SUB TOTAL					\$
PLUS HST (13%)					\$
TOTAL TENDER PRICE					\$

FT-5 Fuel Price Adjustment

- 5.1 A fuel price adjustment shall be applied to this contract to compensate the Tenderer for any large increase in diesel fuel price over the term of the contract. If the Monthly diesel price, as described below, exceeds the baseline price as set within this contract a payment shall be made to the Tenderer in accordance with the Fuel Price Adjustment Calculation.
- 5.2 The Owner shall adjust the payment to the Tenderer based on changes to the average diesel fuel price data for Ottawa. The fuel price data shall be calculated by the Ontario Ministry of Energy and shall be based on the retail pump prices and include all applicable taxes, of diesel fuel in Ottawa. The fuel price data is published on the Ministry's website (<https://data.ontario.ca/dataset/fuels-price-survey-information>). The Tenderer shall use this index when calculating flow through to truckers, Subcontractors, and shippers and suppliers.
- 5.3 Should the Tenderer be required by a supplier to negotiate and provide fuel price adjustment compensation to any party providing Materials to the Contract, the Township shall not provide any compensation for this purpose in addition to that provided through the conditions of this Contract.
- 5.4 A payment adjustment shall be calculated monthly and applied to the monthly progress payment. If the advertised diesel fuel price is below the baseline price as set for this contract, no payment adjustment shall be applied.
- 5.5 It is agreed by the parties to the Contract that it is impracticable and difficult to ascertain actual fuel consumed on the Contract, and the parties hereto agree that for the purpose of calculating the total fuel price adjustments, the amount of fuel consumed shall be determined using the rate as specified below by the Tenderer. The rate provided shall apply to the items listed in FT-4 and cover all years of the contract.

Fuel Consumption Rate

Item Description	Diesel Fuel Consumption Rate
Supply of Earth Borrow	_____ Litres/tonne* *Rate shall not exceed 1.9L/t

The baseline diesel price (Bc) for this contract shall be 176.0 cents per litre.

Fuel Price Adjustment Calculation

The Tenderer's payment adjustment for each month shall be calculated using the following formula:

$$Cfpa = (Ctem)x \frac{(I - Bc)}{100}$$

Where:

Cfpa = fuel price adjustment paid to Contractor or Owner, in dollars

Ctem = total estimated monthly fuel consumption

I = progress payment month fuel price index (for the month that the work was completed in)

Bc = 176.0

When (I-Bc) positive, the Contractor shall receive a payment.

When (I-Bc) is negative, the Township shall receive a credit.

FT-6 Material Source Information

The Tenderer shall list below the source(s) of materials to be supply for this contract. The Material shall meet the specifications as provided in the Tender.

Location	OMNR Pit Licence #	Date of Approval	Expiry Date	Class	Ownership (Owned/Leased)

Firm Name

Authorized Signature

Date

FT-7 Accessibility Compliance Form

I, the undersigned, in submitting the Accessibility Compliance Form (hereinafter "form") to:

THE CORPORATION OF THE TOWNSHIP OF MCNAB/BRAESIDE
(hereinafter "Township")

For:

CONFIRMATION OF ACCESSIBILITY COMPLIANCE

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of

that:

Company Name (hereinafter "Company")

Company Mailing Address (including postal code)

1. I have read and I understand the contents of this Certificate.
2. I understand that if this Certificate is found not to be true and complete in every respect the Township has the authority to discontinue the services of the Company.
3. I am authorized by the Company to sign this Certificate, and to submit on behalf of the Company.
4. I/We acknowledge that as a vendor of the Township of McNab/Braeside we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.
5. I/We further declare that I/We have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.
6. I/we further declare that I/We will undertake to ensure all employees, agents, volunteers and sub-contractors hired by us in completion of our work will also comply with the above Standards. This would include any new employees in the future.

Printed Name of Authorized Agent of Bidder

Signature

Position Title

Date

E-mail Address

Telephone Number

PART IV **SPECIAL PROVISIONS****SP-1** **Earth Borrow**

The work of this item shall include all labour, equipment and material for the supply, loading, hauling and unloading of granular material at the McNab/Braeside Waste Disposal Site. The Disposal site is located at 573 Calabogie Road, Arnprior, Ontario.

The Contractor shall supply granular material from an Ontario Ministry of Natural Resources approved pit that currently operates on a current and valid license. The Contractor must provide the required information about the pit license in the Form of Tender. The Contractor shall ensure that all pit royalties, site rehabilitation costs and all other associated costs (license renewal fees etc) are included in the unit price bid for the payment item. If the pit license is to expire during the term of the contract, the Contractor shall be responsible for providing specified material from another approved location at the same unit price.

When the contractor is performing work within the property limits of the landfill site, the Environmental Compliance Approval (ECA) provides the Township's representative on site with the responsibility to ensure that works are completed in accordance with the operating conditions of the ECA. The Contractor shall ensure that his operations while on site conform to instructions provided to him by the Township's representative.

Site Access

The normal operating hours of the McNab/Braeside Waste Disposal site is from 8:30 am to 4:00 pm on Tuesday, Thursday and Saturday. Delivery of material to the site shall be completed during normal operating hours.

Delivery Schedule

The Contractor shall establish a schedule, satisfactory to the Township, which identifies the days they propose for material haulage. The schedule must coincide with the days and hours that the site is open. The Contractor shall organize their haulage operation schedule to ensure that the volume of the granular material stockpile is maintained to a minimum of 250 tonnes. The stockpile location will be determined by the Township and is likely to change throughout the year. The Township will be responsible to push up the dumped loads at the stockpile location.

During the spring of each year, the Contractor shall be allowed to increase the maximum stockpile size to 1500 tonnes in preparation for the half load limits on Township and County Roads. It is the responsibility of the Contractor to verify if their proposed haul route utilizes load restricted roads. No adjustment in unit price shall be made for load sizes that are

restricted by load limits. The entranceway to the landfill from off of Calabogie Road is not half load restricted.

The Township's preference is to limit the number of days material is hauled into the site to make best use of equipment used for stockpiling. Haul size would be anticipated to be approximately 1000 tonnes.

At certain times, the Township may have an urgent need for additional material to manage/control unforeseen events such as fires within the landfill waste or to immediately cover special types of waste. In these situations, the Contractor would be requested to provide additional volume of material within 48 hours at the unit price bid for this payment item.

Material Requirements

The granular material supplied shall consist of a well graded coarse to medium sand with less than 3% fines (passing 75 μm (#200) sieve), be free of deleterious substances (organics, wood etc) and have no clumps larger than 50 mm (not frozen). Some material types are not acceptable; fine or silty fine sand is subject to being blown away by wind and material with a high fines content (such as clay till) is difficult to spread in spring and winter conditions. The material composition should be within gradation limits identified in Table 1. The Director of Public Works, or his on site representative, shall inspect the granular material delivered to the landfill. Any load not found to the satisfaction of the Township shall be refused and the Contractor will be responsible for its removal from the site at no cost to the Township. Repeated refusal of loads by the Township may be cause for the termination of the contract, and loss of the Contractor's performance deposit.

Table 1: Gradation Limits

Sieve	Percent Passing
106 mm	100
19 mm	90 - 100
9.5 mm	85 - 100
4.75 mm	75 - 100
2.36 mm	65 - 100
1.18 mm	50 - 100
600 μm	25 - 80
300 μm	10 - 50
150 μm	0 - 10
75 μm	0 - 3

Weighing of Materials

The payment for material delivered to the landfill will be on a calibrated weigh scale and proof of measurement through a printed weigh ticket. In the event that a weigh scale is not easily accessible, the Township may

elect to allow payment based on weights obtained from the Township scale located at the landfill. Truck box measurements are not permitted. In the event that the Township scale is not operating on the date of a scheduled delivery the payment shall be based on the average delivery weight per load from the proceeding 10 measured loads.

Weighing of material by the Contractor shall be done in accordance with OPSS 102 current at the time of this contract.

Tender Quantities:

The estimated tender quantities for items are listed on the Tender Form. The amounts listed are estimates only and may be increased or decreased by the Owner without alteration of the contract unit price.

Measurement for Payment:

Measurement for payment of materials will include only those materials incorporated into the work and accepted by the Township.

Measurement for payment shall be per tonne of earth borrow placed at the designated location within the Waste Disposal Site. Payment at the tender unit price shall be compensation in full for all related work.

Damage by Vehicles and Other Equipment:

If at any time, in the opinion of the Owner's designate, damage is being done or is likely to be done to any highway or any improvement there on, other than such portions as are part to the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall on the direction of the Owner's designate and at the Contractor's expense make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner remove the cause of such damage to the satisfaction of the Owner's designate.

Loading of Motor Vehicles:

Where a motor vehicle is hauling material for use on work under this contract in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

During certain times of the year the Contractor may be limited to half loads due to weight restrictions placed on the Contractor's haul route. The earth borrow requirements remain the same even when the half load restriction

is in place. The Contractor will not receive additional compensation when the half load restriction is required.