



**TENDER FOR
IMPROVEMENTS TO UNOPENED ROAD
ALLOWANCE BETWEEN CONCESSION 8 & 9
(MABERLY)**

CONTRACT #2020-PW-010

TENDERS RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
TENDER FOR IMPROVEMENTS TO UNOPENED ROAD ALLOWANCE
BETWEEN CONCESSION 8 & 9 (MABERLY)**

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PART “A” – INFORMATION TO BIDDERS

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Corporation of Tay Valley Township (“the Township”), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday April 30th, 2020**. Tenders received after the closing time will not be considered.

The Corporation of Tay Valley Township
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Perth, Ontario K7H 3C6

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One copy of the **completed Form of Tender**, Part “D”, on the forms provided, shall be submitted. All information shall be shown in the Tender in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the Tender Label – Form 5 (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley’s Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part “A” - Information to Bidders.

Tenders received by fax or email will be disqualified.

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2. Clarification of Documents

Any clarification of the Township’s documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township’s documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued by the Clerk to Bidders as a written Addendum. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date by 4:30 p.m.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date by 4:30 p.m.

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company’s submission. Do not remove any pages from the Township’s Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township’s intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

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4. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

5. Tender Deposit

Each Tender shall be accompanied by a certified cheque or bid bond in the amount of ten percent (10%) of the bid price payable to the Township, “Tay Valley Township”. This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Tender Deposit – Method of Return – Form 4**.

6. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the tendered price.

7. Health and Safety

The Bidder assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company’s Health and Safety Policy Statement, dated not later than **2020**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Tender.

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Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

8. Accessibility

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in **Part “D”**.

9. Bidder’s Checklist

To assist Bidders with completing a response to this Tender, a Tender Checklist is included in **Part “D”**. The checklist must be included in the bidders submission.

10. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder’s discretion. Withdrawal notification must be in written form, signed and must be submitted to the Clerk. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

11. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

12. Tender Results

The names of the Bidders and total bid prices will only be made available at the Tender Opening. After the Tender Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices, as read out at the Tender Opening, will be given in the reply. Bid results will be posted on the Township’s Website at www.tayvalleytwp.ca within 48 hours of the Tender Opening.

13. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township’s procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period.

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Township Council may remove a Company’s name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of ninety (90) calendar days** from the closing date of the receipt of Tenders. **The Township anticipates awarding the Contract no later than May 19th, 2020.**

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

14. Insurance

The successful Company shall provide the following insurance:

General Liability Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence.
- b) The Township shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability – oral and written
- e) The policy shall provide the Township with 30 days’ notice of cancellation or nonrenewal.

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- f) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- g) Contingent Employer’s Liability.
- h) Broad Form Property Damage.

Contractors’ Equipment Insurance

“All risks” contractors’ equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days’ notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Township agrees to waive the equipment insurance requirement.

Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and Tay Valley Township with limits of no less than \$2 million per occurrence, an aggregate of not less than \$2 million in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days’ notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Tay Valley Township, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

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The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

15. Bonding

Performance Bond

A Performance Bond in the amount equal to one hundred percent (100%) of the Total Tendered Price will be required on acceptance of the Contract and prior to the commencement of any work. The Bond will be furnished by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

The Performance Bond shall guarantee workmanship and materials as well as all maintenance required for a period of twelve (24) months from the date of acceptance of the works.

Labour and Material Bond

A Labour and Material Payment Bond satisfactory to the Township shall in the amount of fifty percent (50%) of the Total Tendered Price for a one year period, and issued by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

Maintenance Bond

A Maintenance Bond satisfactory to the Township in the amount of one hundred (100%) of the Total Tendered Price for a two year period, and issued by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada.

16. Failure to Enter into an Agreement

In addition to all of the Township’s other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

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17. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

18. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

19. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township’s written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.

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- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company’s default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

20. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

21. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

22. Payments

The Company shall invoice the Township, “Tay Valley Township”, monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The successful Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

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23. Municipal Freedom of Information

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Township.

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PART “B” – GENERAL CONDITIONS

The contractor is hereby notified that OPSS. MUNI 100 General Conditions of Contract, dated November 2018, shall govern except as amended or extended herein. The OPSS. MUNI 100 General Conditions of Contract have not been reproduced as part of these Contract documents. It will be the responsibility of the Contractor to obtain current copies of these documents.

1. Ability and Experience of Bidders.

The Township reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time, is not furnished by the Bidder where requested by the Township. This evidence shall be provided by completing the following statements:

Statement ‘A’ – Bidder’s Experience (see Form of Tender)

As an integral part of the Form of Tender, the Bidder shall list two examples of their experience in work of a similar nature to that being tendered, which it has successfully completed in the last two years.

Statement ‘B’ – List of Proposed Subcontractors (see Form of Tender)

As an integral part of the Form of Tender, the Bidder shall provide the name, the category of work and the address of all subcontractors proposed in this Tender.

2. Co-ordination Meetings

The Contractor shall attend such meetings with the Township as may be required to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within 10 days of notification of acceptance of the Tender by the Township.

3. Hours of Work

The Contractor’s operations under the Contract will be restricted by daylight hours, Monday to Friday half an hour after sunrise and half an hour before sunset. No work will be permitted on weekends or statutory holidays, unless otherwise approved.

4. Utilities

The Contractor shall be responsible for the protection and locating of all utilities at the job site during the time of construction. The Township will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

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5. Guaranteed Maintenance

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (24) months in accordance with Section GC 7.16 of OPSS General Conditions (MUNI. 100).

The Contractor shall make good in a permanent manner, satisfactory to the Township, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Township. The severity of defective work shall be identified by and evaluated at the discretion of the Township.

In the event the Contractor refuses or is unable to carry out the repairs on defective work, the Township shall use the holdback funds to have the remedial work completed to the Township’s satisfaction.

6. Restrictions on Open Burning

Open fires will not be permitted within the limits of this Contract. Brush and debris must be disposed of in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

7. Contract Time and Liquidated Damages

Progress of the Work and Contract Time

Forthwith upon acceptance of this Contract, the Contractor shall provide a “Contractor’s Schedule of Work” to the Township.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor’s firm who can be contacted in the event of emergencies. The Contractor must prepare and submit its schedule to the Township within ten (10) calendar days of Contract acceptance and prior to start of construction.

The Contractor shall accomplish substantial completion of this Contract as defined in Section GC 8.02.04.02 of the OPSS General Conditions (MUNI. 100) **on or before July 31, 2020.**

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

If completion of the project is delayed beyond the time specified in the Contract, and the delay is not excused by the Township, the Contractor shall pay to the Township the sum of \$500 per day for each calendar day during which completion of the project is delayed beyond the time specified for completion.

8. Dust Control

As part of the work required under the scope of work of this Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from its operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

9. Use of Sub-Contractors

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this Contract. The list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible for. The Township has the right to reject any of the sub-contractors so named. In this event, the Contractor shall arrange to have the proposed work done by such other sub-contractors as may be approved by the Township.

Should the Contractor cease operation, under no circumstances shall sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Township, in writing, of the names and positions of the person or persons so representing the Contractor.

10. Traffic Control and Construction Signs

In accordance with Section GC 7.06 of OPSS General Conditions (MUNI. 100), the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the project.

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Traffic controls shall be provided in accordance with the latest edition of the Ontario Traffic Manual, Temporary Conditions, Book 7.

Traffic controls shall be operational before work affecting traffic begins.

11. Maintenance of Traffic

The Contractor shall maintain all pre-construction traffic lanes open for traffic at all times except when lane closures are required to allow for construction operations as approved by the Township in writing. Only single-lane closures shall be permitted.

Vehicular and pedestrian access shall be maintained to all properties abutting this Contract at all times.

12. Storage Areas

The Contractor shall obtain the approval of the Township prior to designating areas within the road allowance for storage of their equipment and materials for housing.

13. Occupational Health and Safety Act – Designated Substances

The Contractor shall be responsible for determining the presence of designated substances on the sites within the limits of this Contract in accordance with the requirements of Section 30 of the *Occupational Health and Safety Act*. The Contractor shall identify and report any designated substances determined to be present to the Township and ensure that all sub-contractors performing work under the Contract have received a copy of the report.

The Contractor shall comply with the governing Ministry of Labour regulations respecting protection of workers, removal, handling and disposition of the designated substances determined to be present with regards to this Contract. All related costs shall be deemed to be included in the appropriate tender items.

14. Workplace Hazardous Material Information System (WHMIS)

Prior to the commencement of work, the Contractor shall provide to the Township a list of those products controlled under WHMIS which it expects to use on this Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled.

The Contractor shall notify the Township in writing of changes to the list and provide the relevant Safety Data Sheet.

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15. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor’s operations that cause or are likely to cause adverse effects shall immediately be reported to the Township. Such spills or discharges and their adverse effects shall be as defined in the *Environmental Protection Act*.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor’s operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB’s and shall immediately be reported to the Township.

This reporting will not relieve the Contractor of its legislated responsibilities regarding such spills or discharges.

16. Protection of Water Quality

At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter streams.

No waste or surplus organic material, including topsoil, is to be stored or disposed of within 30 metres of any watercourses. Run-off from excavation piles will not be permitted to drain directly into watercourses but shall be diffused onto vegetative areas a minimum of 30 metres from the watercourse. Where this measure is not sufficient or feasible to control sediment entering the watercourses, sedimentation traps or geotextile coverage will be required.

If dewatering is required, the water shall be pumped into a sedimentation pond or diffused onto vegetated areas a minimum of 30 metres from the watercourses and not pumped directly into the watercourses.

No machinery shall enter the creek bed of any watercourse. Movement of construction equipment in the vicinity of any creeks shall be limited to the minimum required for construction.

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 100 metres of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

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17. Mailboxes

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are damaged as a result of construction activities or any other activity related to the execution of this Contract, the Contractor will be responsible for replacement at no additional cost.

18. Private Entrances

The Contractor is responsible for ensuring private entrances affected by the scope of work within this Contract are restored to a reasonable gradient with the elevation of the new road surface.

19. Endangered Species

It is the responsibility of the Contractor to ensure the Protection and Recovery of Endangered Species as set out in the *Endangered Species Act, 2007*.

20. Sampling and Testing

Sampling and testing to be performed as per OPSS 304 at the expense of the Contractor.

21. Prevention of Damage

The failure of the Township to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of its responsibilities under this Contract.

22. Emergency and Maintenance Measures

Wherever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the Contractor shall be provided to the Township. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the Township, in case emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever.

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PART “B” – GENERAL CONDITIONS

Should the Contractor be unable to carry out immediate remedial measures required, the Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

23. Losses and Damages

The Contractor is hereby specifically notified that any loss or damage to the work caused by the action of the elements, including severe rainstorms, wind storms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at its own expense. All material and additional work required, to make good any loss or damage to work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

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PART “C” – SPECIAL PROVISIONS

**ITEM A1
SITE PREPARATION**

1.0 SCOPE

This special provision covers the requirements for the following:

- a) Cost of the Performance Bond and Liability Insurance outlined in Part “A”- Information to Bidders.
- b) Supplying, erecting and maintaining all signs, barricades, flashers, delineators, flashing lights and such other protection as may be required by the Township to protect the workers and the public during the course of the Contract.
- c) Supplying properly trained and properly attired flag personnel and the required equipment, for all operations, including the Equipment Rental Items.
- d) Preparing a Traffic Protection Plan to comply with the Ontario Traffic Manual - Book 7.
- e) Dust control for the duration of the project. The Contractor shall provide a minimum of 3 dust suppression treatments with water per day (am, noon and pm).
- f) Supplying a foreman or a representative on the job at all times for coordination of the project with the Township’s Representative and completing layout and grade control, if required.
- g) Security protection of the Contractor’s office, plant and stored materials during the course of the Contract.
- h) Mobilizing onto the site and setting up the Contractor’s office, storage facilities, plant, etc.
- i) Demobilizing from the site and removal of the Contractor’s office, storage facilities, plant, etc.
- j) Supplying a detailed construction schedule a minimum of 5-days prior to the construction start up meeting. A brief two-week “looking ahead” schedule shall be issued 2 weeks from the day that work commences and updated every two weeks until work is complete.

2.0 MEASUREMENT FOR PAYMENT

Measurement for payment for Site Preparation shall be by Lump Sum.

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3.0 BASIS FOR PAYMENT

Progress payments for the Site Preparation shall be made as follows:

- a) **30% upon initial construction start-up.**
- b) **50% pro-rated during construction.**
- c) **20% upon issuance of Completion Certification.**

**ITEMS A2
EARTH EXCAVATION-STRIPPING**

Amendments to OPSS.MUNI 206, April 2019

206.06 Scope

Section 206.06 of OPSS MUNI.206 is amended by the addition of the following:

Under this Item and for the Contract price, the Contractor shall supply any equipment, labour and materials to carry out all excavation required for the removal of organic soils, trees and vegetation prior to the placement of granular materials. The approximate width is 8.7 m and an approximate length of 65 m, and where the proposed turn around will be constructed at the end of the new roadway.

Excavated material shall be removed from the site.

**ITEM A3 AND A4
GRANULAR 'B' – QUARRY SOURCED AND GRANULAR 'A'- QUARRY SOURCED**

Amendments to OPSS.MUNI 314, November 2016

314.01 Scope

Under this Item and for the Contract price, the Contractor shall supply any equipment, labour and materials to place, spread and compact granular materials for the construction of the new roadway as well as to improve the existing roadway.

Granular 'B' shall be placed, spread and compacted at a finished width of 6.9 metres meters with side slopes of 3:1. The depth of the Granular 'B' shall be 300mm.

Granular 'A' shall be placed, spread and compacted on top of the existing roadway and the newly placed Granular 'B' at an approximate depth of 150 mm and to a finished road width of

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6 metres. The finished roadway shall be crowned in the center with a cross-fall between 3 and 4%

314.07.01 Granular Subbase, Base and Surface

Subsection 314.07.01 is amended with the addition of the following:

In locations where there are private entrances, the Contractor shall, as part of the work under this item, place, level and compact sufficient material in order to match the new road elevation.

Amendments to OPSS.MUNI 501, November 2017

501.07.04.03.02 Submission of Test Data

Subsection 501.07.04.03.02 is deleted in its entirety and amended with the following:

The Contractor shall provide the owner with testing results as they become available and provide the owner with a “Field Compaction Report” as per Appendix 501-B on a daily basis.

501.10.02 Water for Compacting

Subsection 501.10.02 is deleted in its entirety and amended with the addition of the following:

There shall be no additional payment for Water used for compacting. Water used for compacting shall be fully compensated under the Item ‘Granular A – Quarry Sourced’.

Table 1 Compaction Lot Size

The Lot Size noted in Part I, Construction of Earth Embankments, granular base, granular subbase and granular shoulders is amended with the revision of the following:

Testing of material shall be completed at the frequency of one (1) test per 100 m of roadway at the expense of the Contractor.

Amendments to OPSS.MUNI 1010, November 2013

1010.08.01 Quality Assurance

Subsection 1010.08.01 is deleted in its entirety and amended with the following:

Quality control testing shall be done at the expense of the Contractor to ensure the granular supplied meets the requirements of OPSS.MUNI 1010. It shall be the responsibility of the Contractor to complete granular material sampling at a minimum frequency of 1 per

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2000 tonnes of material placed, or once per location in areas where the estimated quantity is less than 2000 tonnes. Copies of test results shall be given to the Owner on a weekly basis. The Owner shall also complete random granular material sampling at their discretion.

All areas which do not meet the acceptable criteria based on the random sampling shall be considered deficient and shall be deducted from payment until additional sampling confirms compliance with the specifications or confirms that the granular should be rejected as noted in OPSS.MUNI 1010. Additional samples shall be taken at a frequency of 1 per 500 tonnes of granular and the average results from the testing and original sample(s) shall be used to establish the deficient granular parameters.

**ITEM A5 and A6
INSTALL 400 MM CSP CULVERT, 2.8 MM THICK, POLYMER LAMINATED
INSTALL 300 MM CSP CULVERT, 2.0 MM THICK, ENTRANCE CULVERT**

Amendments to OPSS.MUNI 421, November 2018

421.07.12.01 General

Subsection 421.07.12.01 is amended with the addition of the following:

A minimum 500 wide piece of geotextile shall be installed inside each coupler. The geotextile shall be placed around the culvert prior to the installation of the coupler.

New cross-culverts shall be installed with a frost taper as per OPSD 803.030. Bedding, backfill and cover material shall be placed as per OPSD 802.010. No frost taper is required for entrance culverts

Bedding, cover and backfill material shall be quarry sourced granular “A” material.

Culvert Details:

Culvert #	Position	Cover Depth (m)	Diameter (mm)	Type	Length (m)	Gauge (mm)	Location
1	At CR 36	<0.5	400	PL	12	2.8	CC
2	At Entrance 288	<0.5	300	CSP	9	2.0	CC
CSP Corrugated Steel Pipe PL Polymer Laminated CSP CC Cross Culverts							

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Culvert #	Position	Cover Depth (m)	Diameter (mm)	Type	Length (m)	Gauge (mm)	Location
Frost depth – 1.5 meters							

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**421.09.01.01 Pipe Culverts
 Non-Circular Pipe Culverts
 Pipe Culvert Extensions
 Non-Circular Pipe Culvert Extensions**

Subsection 421.09.01.01 is amended with the addition of the following:

No additional measurement for payment shall be made for the dewatering, sediment and erosion control, excavation, removal and disposal of the existing culverts, excavation for the frost treatments and supply and placement of new granular materials for the installation of the new culvert and frost taper. The unit price per metre for the installation of all pipe culverts shall be inclusive.

No additional measurement for payment shall be made for supply and installation of geotextile for the couplers or where wet conditions are encountered.

421.10 Basis of Payment

Subsection 421.10 is amended by deleting its contents and replacing them with the following:

Payment at the Contract price for the type and size of pipe culvert specified will be full compensation for all labour, equipment and materials to do all earth excavation for bedding and backfill including frost taper and any earth excavation for concrete appurtenances or end sections, to remove pavement, except where there is a separate item for pavement removal which overlaps pavement removal required for culvert placement, to carry out pipe installation, to place and compact cover material, backfill and bedding, to dispose of surplus excavated materials and to carry out all sheathing, shoring and dewatering as required.

Granular A for bedding and frost taper will be paid under the Granular ‘A’ item.

Rock removal for the placement of culverts will be paid under the various equipment rental items.

Restoration beyond the shoulder and rounding must include 150 mm topsoil on slopes, hand seeding of this top soiled area and rip rap the disturbed areas of the inlet and outlet ditches.

Pipe culverts must be set on grade having a camber of not less than one half of one percent times the length of pipe unless set out elsewhere in the Contract.

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PART "C" – SPECIAL PROVISIONS

ITEM A7, A8 & A9

**335 CAT EXCAVATOR, OR EQUIVALENT, W/ HOE RAM ATTACHMENT AND
OPERATOR, 332 CAT EXCAVATOR, OR EQUIVALENT, W/ BUCKET ATTACHMENT
AND OPERATOR, TANDEM TRUCK W/ OPERATOR**

1.0 SCOPE

For the Unit Price Bid, the Contractor shall supply operated equipment, as specified on the Bid Table. Equipment will be used to complete ditching, trimming, rock excavation and other miscellaneous work required by the Townships. All excavated materials will be used for flattening existing slopes or to build a rock fill within the Contract limits, where possible. When this is not possible, the Contractor will secure a site to dump excess excavated material. This site location must be approved by the Townships. Equipment will be paid only while working as ordered by the Townships. Float moves will be paid as one hour of the equipment being moved onto the job. Float moves will only be paid once, unless the Townships have released that piece of equipment from doing any more work and ordered it back onto the job. All attachments, bits and accessories will be paid for under this Item. Additional equipment may be required to complete this Contract. A list of other available equipment, with their power or size rating and the operated hourly rate, may be required during the Contract.

A minimum bucket size of 1 ¼ yards is required under the Excavator Equipment Rental Item.

The Contractor shall submit information to the Townships on all rented equipment for approval prior to the work taking place, which includes but not limited to: year, make, model, operating weight and horsepower. Equipment that does not meet the contract requirements may be approved, by the Contract Administrator, at an agreed upon reduced rate.

The traffic control required, while equipment is operating, will be paid as part of Item #1, Site Preparation.

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PART "D" – FORM OF TENDER

1. I _____, of _____,

DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.

5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Township shall be an acceptance of this Tender.

7. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

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PART “D” – FORM OF TENDER

I/We hereby agree to provide section rehabilitation services in accordance with the provisions set out in Parts “A”, “B”, and “C” of this Tender, for the following firm prices. Exact location is identified in “Schedule “A” – Location Map”.

Item No.	Spec. No.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
1	SP	Site Preparation	1	L.S.	\$_____	\$_____
2	SP	Earth Excavation – Stripping	600	m ²	\$_____	\$_____
3	314 501 SP	Granular ‘B’-Quarry Sourced	200	T	\$_____	\$_____
4	314 501 SP	Granular ‘A’-Quarry Sourced	200	T	\$_____	\$_____
5	421 SP	Install 400 mm CSP, 2.8 mm, Polymer Laminated	12	m	\$_____	\$_____
6	421 SP	Install 300 mm CSP, 2.0 mm, Entrance Culvert – PROVISIONAL	9	m	\$_____	\$_____
7	SP	335 CAT Excavator, or Equivalent, w/ Hoe Ram Attachment and Operator	15	hr.	\$_____	\$_____
8	SP	332 CAT Excavator, or Equivalent, w/ Bucket Attachment and Operator	10	hr.	\$_____	\$_____
9	SP	Tandem Truck w/ Operator	10	hr.	\$_____	\$_____
Total Tendered Price						\$_____

Notes:

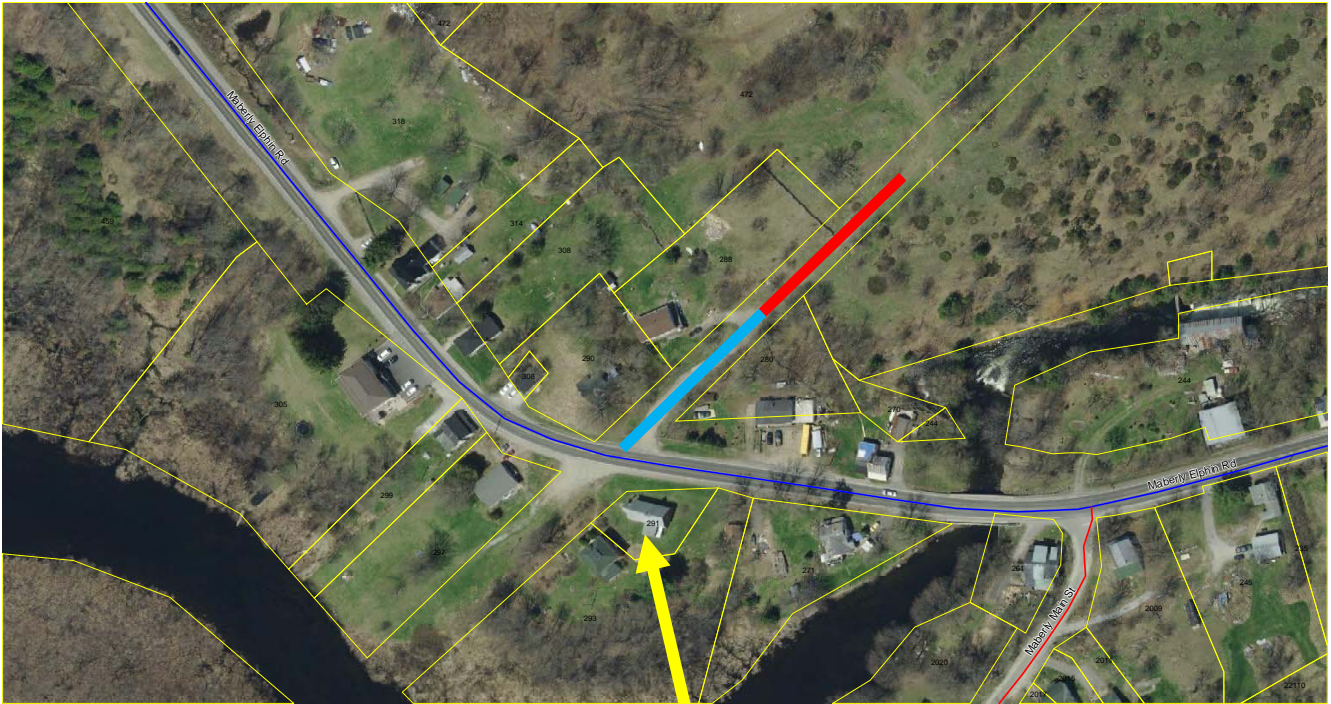
- i) H.S.T. will be paid in addition to the tendered price.
- ii) Prices must be rounded to two decimal places only.
- iii) OPSS.MUNI specifications shall apply when applicable.



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PART "D" – FORM OF TENDER

Schedule "A" – Location Map



-  New Road (+/- 65m)
-  Existing Road (+/- 70m)

St. Alban the
Martyr Anglican
Church

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PART "D" – FORM OF TENDER

Statement "A" – Bidder's Experience in Similar work

Year	Description of Contract	For whom Performed	Project Foreman	Value

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PART "D" – FORM OF TENDER

Statement "B" – List of Proposed Sub-Contractors

Sub-Trade	Name of Subcontractor	Address

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PART "D" – FORM OF TENDER

TENDER DEPOSIT METHOD OF RETURN – FORM 4

Please complete this form indicating your preference
for returning your tender deposit cheque.

The Contractor will **pick up** the tender deposit.
**Township Staff will notify the Contractor when the cheque is
available for pick-up.**

If you are selecting this option, if possible, please provide the name of
the representative who will pick up the cheque.

Name: _____

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Contractor.
My Purolator Account #: _____

Send cheque by **Regular Mail**.

Contractor Name: _____

Signature of Contractor representative

Date: _____

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PART “D” – FORM OF TENDER

CHECKLIST

Enclosed with submission:

1. Completed Part “D” enclosed
2. 2020 Health and Safety Policy Statement – Part “A” (#7)
3. WSIB Certificate of Clearance – Part “A” (#7)
4. Accessibility Declaration – Part “A” (#8)
5. Tender Deposit – Part “A” (#5)

Documents upon Award of Contract:

1. Performance Bond – Part “A” (#15)
2. Material and Labour Bond – Part “A” (#15)
3. Maintenance Bond – Part “A” (#15)
4. Certificate of Liability Insurance – Part “A” (#14)
5. Electronic Funds Transfer Paperwork – Part “A” (#22)

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PART "D" – FORM OF TENDER

TENDER LABEL – FORM 5

To help identify your Tender, please **cut out the label below and affix this label to the outside of your Tender Envelope:**

THE CORPORATION OF TAY VALLEY TOWNSHIP TENDER FOR THE IMPROVEMENTS TO UNOPENED ROAD ALLOWANCE BETWEEN CONCESSION 8 & 9 (MABERLY) CONTRACT #2020-PW-010	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2020-PW-010	1:00PM April 30th, 2020
YOUR COMPANY'S NAME AND ADDRESS: 	



Use the above label for your envelope when you submit your Tender Document.

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PART “D” – FORM OF TENDER

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]