



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

F18-INF-2018-001

**LACASSE ROAD SLOPE REHABILITATION
And CULVERT REPLACEMENT**

Request for Tenders Issued On: 16-MAR-2018

Tender Submission Deadline: 2:00:00pm on 10-APR-2018 Local Time in Clarence-Rockland Ontario, Canada

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**

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COMMUNICATIONS

All questions related to this Tender, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

Single Point of Contact:

Manager Supply & Processes

Tel: 613-446-6022, Ext. Ext 2206

E-mail: Glalonde@clarence-rockland.com

All questions relating to this Request for Tender or any clarification with respect to this Tender should be made in writing as per the tender time. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Bidders and will be issued as part of the Tender Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda must be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential bidders by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Bidder find omissions from or discrepancies in any of the Tender documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at www.Clarence-Rockland.com.

If Bidders fail to report any discrepancies, errors or omissions to the Buyer as specified, Bidders will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, Bidders are encouraged to review the document in full before the deadline for questions.



1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. GENERAL

This RFT process is being undertaken in accordance with the City’s Purchasing By-law.

By submitting a bid, the bidder has accepted an offer by the City to enter into a "bid contract" for evaluation of bids and the award of the contract, if an award is made. The Bidder acknowledges that the terms of the "bid contract" are represented by the RFT Documents (hereinafter defined).

3. TENDER TIMELINE

| Event | Anticipated Date |
|--|------------------|
| Request for Tender issued | 16-MAR-2018 |
| Last Day for submitting e-mail inquiries | 03-APR-2018 |
| Tenders due from firms | 10-APR-2018 2:00 |
| Evaluations | April 2018 |
| Contract award by the municipal council | 23-MAY-2018 |

4. SUBMISSION OF BID

Tenders should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Tender and any of the copies, the original shall prevail.

Bids received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened and returned to the bidder. Fax or electronic (email) submissions will not be accepted.

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on 10-APRIL-2018.

Bidders are required to submit the following with their Bid:

Bid Submission Forms, pages **65** to **84** must be submitted including all information as applicable to this contract.

- Bid Submission Form
- Bid deposit
- Pricing Schedule
- List of Subcontractors
- Key personnel
- Bidder's Experience In Similar Work
- Agreement to Bond

Proposals should be submitted in accordance with the instructions set out in this RFP.

Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional, qualified or illegible, may be declared non-compliant.

5. BID DEPOSIT

Bidders shall submit with their Bid Form a Bid Bond (CCDC Form 220 or a form of equal content acceptable to the Owner), with the Bidder named as Principal and the Owner named as obligee, issued by a duly qualified bonding company authorized to issue surety bonds in the Province of Ontario, in an amount of not less than ten (10%) percent of the Bidder's Bid Price.

- The Bid Bond shall be effective for a period of sixty (60) days after the Bid Closing Time.
- The cost of the Bid Bond shall be included in the Bidder's Bid Price.

The Bid Bond will be returned after delivery to the Owner of the required 50 % Performance Bond and 50% Labour and Materials Payment Bond by the accepted Bidder.

6. AGREEMENT TO BOND

Bidders shall submit with their Bid Form and Bid Bond an "Agreement to Bond" or "Consent of Surety", stating that the surety providing the Bid Bond is willing to supply the required Performance Bond and Labour and Material Payment Bond.

7. PERFORMANCE SECURITY

Upon execution of the contract, the successful bidder will be required to submit Performance Security in the amount of fifty percent (50%) of the contract price.

- The cost of all bonds shall be included in the Bid Price.

The accepted Bidder shall submit to the Owner the required Performance Bond immediately upon receiving notification of acceptance of its Bid from the Owner.

The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City

8. GENERAL DESCRIPTION

The intent of this Bid call is to invite and receive bids to furnish all labour, materials, services, transportation and incidentals to perform the following work:

Lacasse Road Slope Rehabilitation

The description of the Work is not, nor is it intended to be, complete and all inclusive.

In general, the Work under this contract consists of supply and installation of materials, labour and equipment for the slope rehabilitation on Lacasse Road including, but not limited to, the following:

1. Installation of sub drain in west side Lacasse Road ditch.

2. Clearing and grubbing, re-grading, berm installation for a section of slope on east side of Lacasse Road, with associated geotextile separator..
3. Road excavation and rehabilitation.
4. Removal and replacement of guide rail.
5. Installation and removal of temporary access road.
6. Restoration.
7. Design and implementation of traffic control measures, temporary detours, pedestrian control measures and associated removals, new works and reinstatement to accommodate the works.
8. Restoration of all facilities damaged during construction work to the current or better condition.
9. Provide submittals as specified.
10. Removal of temporary facilities and other equipment as well as final clean-up upon completion and prior to handing over the Works to the City.
11. Warranty service, inspection and support including cleaning as needed.

Lacasse Road Culvert Replacement

The description of the Work is not, nor is it intended to be, complete and all inclusive.

In general, the Work under this contract consists of supply and installation of materials, labour and equipment for the Culvert Replacement Lacasse Road including, but not limited to, the following:

1. Installation of environmental and erosion and sediment control.
2. Excavate roadway embankment, construct temporary creek bypass.
3. Remove the two existing CSP and the existing cast-in-place concrete box culvert.
4. Supply and place granular bedding.
5. Supply and install new polymer coated corrugated steel pipe.
6. Construct welded wire mesh retaining wall.
7. Supply and place riverstone and rip-rap
8. Remove temporary creek by-past and reinstate creek flow through the new culvert.
9. Supply and place granular backfill and roadway base structure.
10. Supply and install single steel flex beam guiderail.
11. Remove environmental and erosion and sediment control

9. SCHEDULED or (MANDATORY) MEETING:

NONE

10. LATE BIDS

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Bidder to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes NO responsibility for Bids submitted via third parties and will NOT guarantee placement in the Bid Deposit box by closing time.

11. OPENING OF BIDS

Bids will be opened publicly by Procurement Services staff who will also notify proponents on the winning bidders name and value of the contract once the project has been awarded.

Bidders should note that the pricing information read out at the public tender opening is PRELIMINARY in nature only and should not be construed as an indication of which Bidder is being awarded the Contract. All documentation is subject to review for mathematical accuracies, compliance with the Specifications, and compliance with the Terms and Conditions of the Contract, the completion of which will ultimately determine the Successful Bidder

Time 2:00 PM on 10-APRIL-2018

Site: City Hall
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7

12. WITHDRAWAL OF BIDS

A Bidder may withdraw their Bid by written notice on business letterhead, clearly identifying the project, signed by an authorized individual and received by Procurement Services UNTIL 1:59 PM Local Time on the closing day. Faxes will be accepted (613) 446-1497 with the receiving time at Procurement Services being the "Official" time of receipt. Procurement Services takes NO responsibility for fax transmittals NOT being received on time, regardless of when they were transmitted.

If more than one (1) bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the Bid Envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

13. ADDENDUM / ADDENDA

All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or consultant.

N.B. It is the responsibility of the vendor to check the Merx Web Site or the City Web site for any possible addenda.

Bidders will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.

Bidders will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Bidders should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

14. REJECTION OF BIDS

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant bidder.

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to the Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the bidder.

15. BID IRREGULARITIES

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

| Irregularity | Consequence |
|---|---|
| Late Bids. | Rejection. |
| Bid security not provided or not in the form or amount that is specified. | Rejection. |
| Bid security not signed by the bidder or the bonding company. | Rejection. |
| Bids not completed in ink. | Rejection. |
| Signature missing from signature page. | Rejection. |
| Qualified bids (bids qualified or restricted by an attached or added statement). | Rejection, unless allowed for in the bid solicitation. |
| Bids received on documents other than those provided in the request. | Rejection, unless allowed for in the bid. |
| Part Bid (all items not bid). | Rejection, unless allowed for in the bid. |
| Failure to attend a mandatory meeting. | Rejection. |
| Bids containing errors in extensions, additions, or computations. | The City has the right to correct mathematical errors. |
| The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed by the bidder. | The bidder has 48 hours after the close of the bid to initial these pages, but will not be allowed to make any changes. |
| Bids which suggest that the bidder has made a major mistake in calculations or the bid. | Decision will be made on a case by case basis and in consultation with the Manager of Supply and the Legal Department. |

| | |
|---|---|
| Addenda not acknowledged. | The bidder has 48 hours to acknowledge addenda, but is not allowed to make any changes to their bids. |
| Other Proposal Irregularities, including deviations in terms. | Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the Owner, the Proponent may be given five (5) Working Days to correct such Proposal Irregularity. |

16. BIDS IRREVOCABLE

Bid submissions are an offer to the City, are irrevocable for a period of one hundred and twenty (120) calendar days, and may not be withdrawn by the Bidder after closing. Bids are open for acceptance by the City for a period of one hundred (120) calendar days.

17. BID SUBMISSION FORM

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and identifies the Bidder.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialled by the Bidder in ink.

The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialled by the bidder, or bids with any alterations to the original bid request document.

18. PRICING

All prices as submitted shall include all costs such as, but not limited to, labour, travel time, equipment, truck charges, materials, overheads, warranty and profits, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any Bidder beyond the prices provided in the Bid.

- i. The bid price shall be provided in numerals only.
- ii. A mathematical or transposition discrepancy or error on the face of a bid may be corrected by the City by correcting the bid price accordingly, at the City's unencumbered discretion.
- iii. Where the discrepancy is in respect of a figure represented numerically and in words, the figure as written in words shall be accepted as correct, and the numerical representation will be corrected accordingly.
- iv. Where the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
- v. Where a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.

- vi. Where an error has been made in transferring an amount from one part of the bid to another, the amount shown before transfer shall be taken to be correct and the amount shown after the transfer and the bid price shall be corrected accordingly.
- vii. Where the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially.
- viii. Where the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.
- ix. If a bidder has omitted to enter a price for an item of work set out in the bid, the bidder shall, unless the bidder has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the bid for the cost of carrying out the said item of work and, unless otherwise agreed to by the City, no increase shall be made in the total bid price on account of such omission.

All prices are F.O.B. destination, freight prepaid to Clarence-Rockland, Ontario unless otherwise specified.

19. INCIDENTAL ITEMS

The following is a partial list of items, the costs of which are to be included in the unit prices of the tender items unless a specific payment item is included in the Unit Price Worksheet. No additional payment will be made for the following:

- (a) Cost of permits and fees
- (b) Cost of attendance at site meetings and other emergency meetings that may be necessary over the course of the project to effect proper coordination, dealings with property and business operators/owners, dealing with emergency situations, and other related meeting activities necessary.
- (c) Cost of removing and/or relocating to a temporary or final location, when required by the City representative, small signs, fences, mailboxes, waste containers, or other minor obstructions interfering with the construction.
- (d) Cost of coordination of all work with utility companies who may be affected by the project or who may be required to perform work simultaneously with the work of the Contractor, except as specified elsewhere in these Contract documents.
- (e) Cost of supporting and protecting all existing utilities and coordinating this work with utility representatives as noted elsewhere.
- (f) Cost of normal roadway maintenance on existing roads and streets which may be affected by the Contractor's operations for the duration of the Contract.
- (g) Cost of providing temporary signage and closure of trails during construction.

The City representative, at his sole discretion, may limit the type and/or size of any equipment used in order to protect the environment, public safety and / or the integrity of the work and / or adjacent facilities during the project. No claims by the Contractor for compensation for any losses resulting from a delay in construction will be considered

20. UNBALANCED SUBMISSION AND DISCREPANCIES

Submissions that contain prices which appear to be unbalanced and likely to adversely affect the interests of the City may be rejected.

21. AWARD

The lowest or any Bid shall not necessarily be accepted.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council (if applicable), and conveyed as a PO by Procurement Services to the successful contractor or an executed agreement which has been signed by the City and the successful contractor.

Consideration for Award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all Bid Requirements.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. Accept a Bid which is not the lowest Bid submission, or reject a Bid that is the lowest Bid even if it is the only Bid received;
- ii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iii. Accept the Bid deemed most favourable to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon but not limited to the following criteria;
 - a) price
 - b) ability,
 - c) quality of Work, (guarantees and warranties)
 - d) service (service depot location)
 - e) past experience
 - f) past performance
 - g) completion history (including extended completion dates)
 - h) qualification
- iv. Accept or reject any and all Bids, whether in whole or in part;
- v. With the exception of Part I, Instructions to Bidders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;

- vi. The City plans to Award the project to one Contractor;
- vii. Accept or reject any unbalanced, irregular, or informal Bids; or
- viii. Reject any Bidder who is involved in litigation with The Corporation of the City of Clarence-Rockland.

22. EVALUATION OF BIDS

The Owner reserves the right to consider, during the evaluation of Bids

- i. Information provided in the Bid itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv. The manner in which the Bidder provides services to others;
- v. The experience and qualification of the Bidder's senior management, and project management;
- vi. The compliance of the Bidder with the Owner 's requirements and specifications; or
- vii. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Bidder acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Bid, the Bidder acknowledges the Owner 's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner 's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

23. VERIFICATION OF SAFETY PERFORMANCE

Bidders for consideration of possible Contract award may be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

24. BIDDER PROFILE

The Bidder shall submit, in addition to any information required to be included in a Bid Form submission, if requested, evidence of experience, ability, quality of Work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

25. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Bidder is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

- i) Should the recommended Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the recommended Bidders' Bid Deposit (if applicable) shall be forfeited and applied for use by the City.
- ii) The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:
 - a) Insurance Certificate;
 - b) Contract Security
 - c) a current copy of the Workplace Safety and Insurance Clearance Certificate, and
 - d) Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendices)
- iii) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City

26. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND

It is a matter of great importance to the City in the administration of this contract that the City's relationship with the successful bidder should be as productive, amicable and harmonious as is reasonably possible.

For the purposes of this section:

- (a) "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;
- (b) "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When:

- (i) A bid is received from a bidder who is threatening litigation or is pursuing litigation against the city in relation to previous contracts awarded to that bidder by the City; or,
- (ii) A bid is received from a bidder, against whom the City is pursuing litigation,

Active or pending litigation against the City by a vendor will prevent consideration of any bid submitted by that vendor. Each bidder expressly agrees in submitting a bid for this contract that, it shall have no claim for damages from the City in consequence of such rejection whether or not the litigation, or threatened litigation with the City which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

27. TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the contractor (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <http://www.mcass.gov.on.ca/mcass/serveability/splash.html> . The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services that confirms their compliance with Section 6 of the Regulation.

28. NEGOTIATION (PRE CONTRACT AWARD)

In the event that all bids submitted exceed the Owners budget for the project, the Owner may negotiate changes in the scope of work with the Bidder submitting the lowest acceptable bid. Where included in the bid, unit prices shall be used to achieve the reduction. If a unit price is not provided, said change will be negotiated between the successful contractor and the Supply Manager and will be based on similar prices contained in the bid, the nature and scope of work, material required and hourly rate.

29. CHARACTER OF WORKERS

The reference to "workers" refers to workers of the Contractor and includes Corporate Officers.

The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the Municipality informs the Contractor in writing that any worker is, in its opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the Municipality's written consent.

30. CONTRACT CANCELLATION

The Municipality 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 Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

31. PUBLIC RELATIONS

The Contractor, as a representative of the Municipality must treat the public with the utmost respect. The Contractor shall advise the Municipality of all complaints received. The Municipality will notify the Contractor of any complaints received regarding the unfavourable character or actions of workers in writing. The Municipality will assess the nature of the complaint and determine if corrective measures may be taken, or in the case of severe issues, whether the Contract should be terminated. The Municipality's discretion in this regard is final.

DEFINITIONS:

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, Tender or Tender submitted to the City in response to a Bid Solicitation.
- 3) Bidder is a legal entity that submits a Bid.
- 4) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 5) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 6) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 7) City is the Corporation of the City of Clarence-Rockland.
- 8) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 9) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 10) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 11) Contractor is any legal entity to which a Contract is awarded.
- 12) Council is the City Council of the Corporation of the City of Clarence-Rockland.
- 13) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.

- 14) Procurement Services means the section of the Finance that is responsible for the Procurement of Goods and/ or Services for the City.
- 15) Purchase Order means; a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
b) may be used as the City's Contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 16) Tender is a submission received in response to a Request for Tender.
- 17) Vendor is a supplier / seller of Goods and/or Services.

1. CITY NOT BOUND

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

2. ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (Unit Prices Prevail)

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the bidder, and shall be used as the basis for comparison of bid submissions.

The City shall not be held liable for any errors or omissions in any part of this RFT. While the County has used considerable effort to ensure an accurate representation of information in this RFSO, the information contained in the RFT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

3. OWNERSHIP OF SUBMISSION MATERIAL

In consideration of the right to bid being offered, the bidder (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

4. INCURRED COST

The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. TAXES AND DUTY

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services or construction to be procured or provided during the term of this contract, the Bidder and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the City's attention any such changes.
- ii) The Bidder shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the vendor's charges to the City.

- iv) It is the Bidder's responsibility to investigate and otherwise familiarize themselves with all applicable Federal and Provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

6. NON-RESIDENTS

Canada Revenue Agency (CRA) Regulation 105, regarding Withholding Tax, is applicable to payments made to non-residents who provide their services in Canada. Further information on the income tax filing requirements for non-residents may be obtained on the CRA website www.cra.gc.ca and in the CRA guide T4058, Non-Residents and Income Tax:

Federal Withholding Tax regulations require that the City withhold 15% from amounts paid to non-resident contractors for services provided in Canada, unless a waiver has been provided. These amounts are remitted to the Canada Revenue Agency (CRA) and are considered a "payment on account" of the non-resident's Canadian tax liability. Non-residents may apply to CRA for a waiver or reduction of the Withholding Tax.

7. GOVERNING LAW

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

8. COPYRIGHT

The copyright for respective procured concepts and/or materials will become the property of the City of Clarence-Rockland unless otherwise mutually agreed upon by the successful Bidder and the City.

9. ABILITY AND EXPERIENCE OF BIDDERS

The City reserves the right to reject any BID unless the bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a bidder who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licences, evidence of financial stability.

10. FREEDOM OF INFORMATION

All information supplied to the City in this document becomes the property of the City of Clarence-Rockland and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The names and bid amount of all bidders will be disclosed in accordance to our Procurement By-law.

Bidders agree that all documentation and information contained in any Bid Submission become the property of the City of Clarence-Rockland and as such, may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*. Although the City of Clarence-Rockland can in no way be responsible for any interpretation of the provision of this *Act*, if any Bidder believes any part of its Bid Submission reveals any trade secret of the Bidder, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder and if the Bidder wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

11. WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' must provide a letter from WSIB acknowledging independent contractor status confirming that WSIB cover is not required prior to commencement of work.

12. INSURANCE/Indemnification

The Contractor shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Contractor's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Contractor.

The Contractor, during the term of the contract, at its expense, shall take out and keep in full force and affect the following insurance policies:

- a. **Commercial General Liability insurance** insuring all services, operations,

products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, contingent employer's, and owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Clarence-Rockland as an additional insured;

- b. **Non-owned automobile insurance** to a limit of not less than one million dollars (\$1,000,000) and;
- c. **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$2,000,000).
- d. **Environmental Impairment Liability**

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$5,000,000 Per Incident /Annual Aggregate. Coverage shall cover on a Gradual and Sudden & Accidental basis and include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a 'claims made' basis, such insurance shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. Coverage shall extend to include non-owned disposal site.

The Policies shown above shall not be cancelled unless the Insurer notifies the Corporation of the City of Clarence Rockland in writing at least thirty (30) days prior to the effective date of Cancellation.

The insurance policy will be in a form and with a company licensed to conduct business in Ontario which is, in all respects, acceptable to the Corporation of the City of Clarence Rockland.

The contractor shall be solely responsible for all deductibles listed under the above noted policies and such deductibles shall not be the responsibility of the City. The contractor is permitted to self-insured physical damage to their own equipment / vehicles and the City will not bear any responsibility for damage to the equipment/vehicles.

- e. **Professional Liability Insurance (Errors and Omission)**

Professional Errors & Omissions Liability Insurance is required and will have an inclusive limit of not less that \$2,000,000 or, alternatively, the Consultant shall purchase and maintain in force for the duration of the project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the Project and having an inclusive limit of not less than \$2,000,000 per claim.

All policies of insurance shall:

- (i) be written with an insurer licensed to do business in the Province of Ontario;

(ii) contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;

(iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland and

(iv) any deductible amounts will be borne by the Contractor.

Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

13. INSURANCE CLAIMS

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

(a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.

(b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.

(c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

14. DEFAULT

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful bidder to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

15. TERMINATION

In the event that the contractor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the contractor notice in writing of such failure. In the event that the contractor has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice, and exercise its rights to the performance security provided by the contractor;
- b) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- c) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

16. SUSPENSION OF BIDDERS

At the discretion of Procurement Services, any Bidder may be suspended from consideration of their Bids for up to 3 years for default of delivery, unsatisfactory performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

17. SKID AND DRUM DEPOSITS

If returnable skids, drums or reels are supplied, the Vendor must indicate if an extra charge applies and if this is fully refundable. The Corporation prefers that the Vendor pick up skids, drums or reels when empty with no deposit or demurrage charge.

18. INSPECTION

All shipments shall be subject to final inspection after receipt by the City at destination. Delivery to the City is not to be an acceptance unless inspected and approved by the City and subject to rejection based upon:

- a) defective products or workmanship discovered within one year of the date of receipt

- b) latent defects, frauds and mistakes

19. REJECTION

- 19.1 If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original Bid request and any subsequent order, the City in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the Vendor's expense.
- 19.2 Without limiting the foregoing right of rejection, the City shall have the right to require prompt replacement, repair or correction of defective work or goods at the risk and expense. If the Vendor is unable or unwilling to effect such replacement, repair or correction the Corporation may do so by using its own workers, goods or facilities or by outside contract and shall be entitled to charge the original Vendor for excess costs directly or indirectly occasioned thereby.

20. VENDOR RESPONSIBILITIES

- 20.1 It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Tender, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.
- 20.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

21. SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST

The City expects its suppliers to act with integrity and conduct business in an ethical manner.

- 21.1 The City may refuse to do business with any supplier that:
 - a) has engaged in illegal or unethical bidding practices;
 - b) has an actual or potential conflict of interest;
 - c) has an unfair advantage in the procurement process; or
 - d) fails to adhere to ethical business practices.
- 21.2 All suppliers participating in a procurement process must declare any perceived, possible or actual conflicts of interest.
- 21.3 Where a supplier is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that supplier will not be allowed to respond, directly or indirectly, to that solicitation document.
- 21.4 Illegal or unethical bidding practices include:

- a) bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
- b) attempting to gain favour or advantage by offering gifts or incentives to City officers and employees, members of Council or any other representative of the City;
- c) lobbying members of Council or City officers and employees or engaging in any prohibited communications during a procurement process;
- d) submitting inaccurate or misleading information in response to a procurement opportunity; and
- e) engaging in any other activity that compromises the City's ability to run a fair procurement process.

21.5 The City will report any suspected cases of collusion or other bid-rigging offenses under the Competition Act to the Competition Bureau or to other relevant authorities.

21.6 In providing goods, services or construction to the City, suppliers are expected to adhere to ethical business practices, including:

- a) performing all City contracts in a professional and competent manner and in accordance with the terms and conditions of the contract;
- b) complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable);
- c) ensuring that fair wages are paid to suppliers' employees; and providing workplaces that are free from harassment or discrimination of any kind.

22. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the City:

- Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
- Contractors acknowledge that they regularly read and understand the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 ("OHSA") and regulations, made under that statute;
- the Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the City shall be included in the Bid Documents and the Contractor agrees to assume full responsibility for the enforcement of same;
- the Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;

- the Contractor shall allow access to the work site on demand to representatives of the City provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
- the City will take all action necessary to support the Contractor's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the project are free from hazards;
- the Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the City to elect to cancel the Contract; and
- the Contractor acknowledges and agrees that any damages or fines that may be assessed against the City by reason of a breach or breaches of the OHSA by the Contractor or any of its Subcontractors will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Contractor under the Contract or any other contract whatsoever

The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the OHSA and associated regulations are complied with.

The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.

The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

23. TOXIC AND HAZARDOUS SUBSTANCES

If the Successful Contractor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Successful Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the City in writing.

24. LICENCES AND PERMITS

The successful bidder will be responsible for applications and fees associated with any and all **licences and permits** required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

25. EVIDENCE OF QUALITY

It is the bidder's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and bidders may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of the City of Clarence-Rockland.

26. LABOUR DISPUTES

The obligations of the successful bidder hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the contractor, or otherwise.

27. GUARANTEED MAINTENANCE AND WARRANTY

27.1 Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of *Twelve (12) Months* after the date of substantial completion to the satisfaction of the City/or Consultant, if any, both acting reasonably. The Contractor shall correct any imperfections due to material or workmanship. The decision of the City/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the City/or Consultant, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.

27.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.

27.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the City the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

28. EXISTING SERVICES

The position of utility pole lines, underground conduits and services, water mains, sewers and other underground and over ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. The City of Clarence-Rockland will not be responsible for damages or extra work caused or occasioned by the Contractor relying on this or any other information or records.

Before starting work, the Contractor shall familiarize himself of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the contractor himself, the costs involved shall be borne by the Contractor. The contractor will be responsible for any fees that may be associated with these services.

29. INSPECTION AND CONTROL OF SITE

CITY'S INSPECTION AND SUPERVISION – A representative of the City (appointed by the City) reserves the right to enter the site at any time for the purpose of review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless these comments are made by the representative and submitted to the contractor in written form.

30. PROVISIONS FOR TRAFFIC CONTROL (ONTARIO TRAFFIC MANUAL BOOK 7)

The Contractor shall be responsible for the preparation and implementation of a traffic management and control plan as specified in the Ontario Traffic Control Manual Book 7 for roadway work operations, as per the Ontario Ministry of Transportation.

The Contractor shall supply all labour, sign, delineators, etc., set and maintain required detours at work sites, conforming to the latest edition of the manual of Uniform Traffic Control Devices.

The Contractor shall provide vehicular access at all times to all properties with existing access. Where blocking of access is unavoidable, the Contractor shall notify the residents affected, give 24 hrs notice and shall work to keep the period of inconvenience to a minimum.

Survey units shall be equipped with sufficient safety lights (flashing or strobe, and/or arrow boards) barricades and signs which may be required for complete control of both pedestrian and vehicular traffic in accordance with the MTO Manual for highway operation, Ontario Manual of Uniform Traffic.

The Contractor shall provide for safe pedestrian movement from all houses and Businesses along the site. Walkways shall not be obstructed at any time.

No work shall be performed on major arterial roads during Rush Hour Traffic (7 – 9 a.m. and 3 – 6 p.m.) without the written consent from the City's Project Lead.

The Contractor's traffic control plans must meet all the requirements of the Ontario Ministry of Labour and the Occupational Health and Safety Act.

The Contractor must keep all completed traffic control plans on the truck and copies of the major traffic control plans must be submitted to the City with the biweekly deliverables.

The Project Lead, as an agent of the City of Clarence-Rockland, reserves the right to suspend any on-going works that do not meet the requirements outlined in the Contract.

31. EMERGENCY AND MAINTENANCE

The care of the works until completed, delivered to and accepted by the City rests solely with the Successful Contractor who shall assume all risk of damage to the work.

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the contracting firm shall be given to the City's contact person in charge of the project. This official shall be available at all times and have the necessary authority to mobilize workers and machinery and to take any action as directed by the City in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the Successful Contractor's negligence, Act of God, or any cause whatsoever.

Should the Successful Contractor be unable to carry out the required immediate remedial measures, the City may carry out the necessary repairs and the costs for this work shall be deducted from payments due to the Successful Contractor.

32. BRAND NAME OR EQUIVALENT

Bid submissions of a comparable product will be considered if it meets City of Clarence-Rockland requirements as per Section 01200.

33. ENVIRONMENTAL SUSTAINABILITY

The City of Clarence-Rockland is committed to preserving the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practical. Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. EcoLogo, Green Seal, Energy Star) for each product proposed. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

34. SPECIALIZED EQUIPMENT

The Contractor shall utilize appropriate types and sizes of equipment so as to not increase the risk of damage to existing sewers, water mains, utilities, trees or any other existing feature not mentioned that will be encountered over the course of the project.

35. TRESPASS

The Contractor shall be responsible for protecting excavations, trenches, stockpiles and abutting lands from trespass by his forces during all stages of the work, and shall erect snow fencing, without charge, where and when required by the City representative to ensure same. The Contractor shall not dispute or contest direction from the City representative, if in the opinion of the aforementioned protection and fencing is required to mitigate safety risks. All private property restorations not specifically called for in an item in the Schedule of Unit Prices shall be rectified to existing or better condition at the Contractor's expense.

36. REPLACEMENT OF PRIVATE DRIVEWAY BY RESIDENT

Replacement of any private driveway at the request of the property owner / homeowner that was not damaged due to works of this Contractor is not part of this Contract and is not to be undertaken by the Contractor during project normal working hours. Payment for these works shall be the sole responsibility of the property owner / homeowner except that the City will pay for that portion of the driveway that was removed for the road/sewer reconstruction as noted on the contract drawings. The City will not accept any claims as a result of extra work undertaken by the Contractor on behalf of the property owner / homeowner.

37. COOPERATION WITH OTHER UTILITIES

During the course of this project, it may be necessary for other utilities including Hydro, Bell, Gas, Cable TV or other third-party service provider to carry out rectifications of their underground / overhead plant. The Contractor shall be required to facilitate the utility servicing and / or builder installations and to cooperate with their scheduling to the greatest extent possible.

If damage to any structure, utility or service occurs by reason of the Contractor's operation, even though precautions have been employed, the Contractor shall be entirely responsible for such damage whether such operations and the work resulting there from have received the proper approval of the City representative or not, and all such damage shall be satisfactorily rectified at the Contractor's expense.

Utilities undermined by the installation of pipes shall be adequately supported using appropriate measures acceptable to the utility owner and satisfactory to the OHSA and Regulations. The cost of all utility support and protection shall be included in the Contractor's bid.

The approximate locations of existing services have been shown on the drawings to assist the Contractor. However, the information provided may not be fully accurate or complete. The Contractor shall satisfy himself as to the existence and location of all utilities prior to submitting a bid on this project.

Before commencing excavation in any area, the Contractor shall have the location of all utility lines, conduits, pipes, etc., located by a representative of the appropriate utility company or municipality, and shall not proceed with the excavation until the exact location is known, and then only after adequate precautions have been taken to protect such plan. It shall be the responsibility of the Contractor to request all utility locates and then ensure all utilities are accurately staked out in the field.

The Contractor shall assume full responsibility for the location and protection of all underground and above ground utilities such as water, sewer and gas mains and house connections, telecommunications, hydro, street light. and telephone poles, wires and conduits, valves, switches, etc.

38. OPERATION OF WATER VALVES

The Contractor is advised that the operation of any water valves in the City of Clarence-Rockland is restricted to City of Clarence-Rockland personnel only. At no time during the duration of this project shall the Contractor or any of their employees operate a water valve. If it is necessary to operate a water valve, the Contractor is advised to arrange for City personnel to operate the valve for them. The City will consider no claims by the Contractor for compensation for any losses resulting from a delay in construction.

39. MAINTENCE OF STORM DRAINS

During the whole of the Contract performance period, the Contractor shall be responsible for the protection and maintenance of adequate drainage in and through the site, providing adequate drainage facilities and/or flow controls so that flows from existing watercourses, storm sewers, natural drainage channels or other facilities shall not be impeded.

The Contractor shall be responsible for all temporary ditching, culverts, siltation structures, etc., and other work thereby required through the whole of the working area whether ordered or approved by the City representative. The Contractor shall further be responsible for the maintenance of all such temporary ditching, culverts and other works, and for rectification or restitution required as the result of erosion or other flood or water damage.

The Contractor must backfill all exposed trenches at the end of each and every workday. No claims by the Contractor for compensation to backfill trenches, expose work the following day or any resulting delay in construction will be considered by the City.

40. MAINTENCE OF FLOW

Sewage flow shall be maintained at all times by the Contractor and pumped between maintenance holes while working on that section.

41. PROTECTION OF DOWNSTREAM SEWERS

Until completion and acceptance of the Contract work, or unless otherwise directed by the City representative, the Contractor shall supply all materials and construct temporary concrete weir structures inside maintenance holes and maintain at all times as required to control silty material from entering sanitary and storm sewers as a result of construction activity upstream. The Contractor shall be responsible for cleaning silt and debris deposits from the structure as required, at no cost to the City. All costs for this work are to be included in the appropriate unit prices.

42. MAINTENANCE OF EXISTING ROADS

The Contractor shall be responsible for keeping roadways adjacent to the site free and clean from mud, dirt and other debris originating from the work site. All dirt and debris deposited by construction traffic on existing City streets shall be cleaned up by the Contractor at his own expense on a daily basis, or as directed by the City representative.

43. VEHICLE AND EQUIPMENT ACCESS

The rehabilitation street may be closed to through traffic when the Contractor is working on the street, however, whenever possible, the Contractor shall reinstate local residential vehicular access, particularly during off hours. The Contractor will be responsible for all signing, barricading, etc., in accordance with the MTO's Manual of Uniform Traffic Control Devices adjacent to the actual work area; however, the City will establish alternative parking, subject to the Contractor's written notice to commence construction. All signing beyond the immediate project limits will be installed and maintained by the City of Clarence-Rockland.

44. PEDESTRIAN ACCESS

The Contractor shall, at all times, ensure that reasonable pedestrian access is maintained throughout the work site for the duration of the project. All existing sidewalk is to remain in place except where it conflicts with service installation, until such a time that the construction schedule necessitates sidewalk replacement. The City will make provisions for local residents to park vehicles on adjacent streets for the duration of the Contract.

45. PRIVATE DRIVEWAY ACCESS

The Contractor shall provide full access to private driveways at all times except as follows:

- a) for the 72 hours immediately following the installation of concrete curb and gutters
- b) for the 72 hours immediately following the installation of concrete sidewalks
- c) for the 72 hours immediately following the installation of concrete driveway aprons

46. GARBAGE ACCESS

The Contractor is advised that the work of this contract may impede normal garbage collection and recycling operations within the neighbourhoods where work is being conducted. City Waste Management staff will not drive a vehicle on a gravel roadway, nor will they back up a vehicle. As a result, the Contractor may have to, at times during construction, deliver all garbage and recyclables, at his own expense, to the closest intersection, by 7:00 a.m. on the morning and after pickup, return the emptied containers to their respective owners on garbage day. The owners will be asked to put their addresses on their containers.

This work is incidental to the contract and there will be no specific payment for this item, the cost of same is deemed to be included in the contract unit prices.

47. SCALE TICKETS

Contractor must supply all scale tickets for imported granulars, asphalt etc. to the Contract Administrator for verifications of quantities notwithstanding the method of payment for the work. If scale tickets are not supplied within an acceptable period, the City representative, at his sole discretion, may require that the material thickness be confirmed by core or test dig. The Contractor will be responsible for the cost of these investigations as well as the resulting restoration

48. FRESH CONCRETE

The Contractor is responsible for protecting all freshly poured concrete from inclement weather and vandals. All markings or imprints must be removed at the Contractor's expense and to the satisfaction of the City representative.

All concrete used for the construction of curb and gutter, sidewalks, and aprons shall have a minimum compressive strength of 32 MPa @ 28 days.

49. DUST CONTROL

Section GC7 of OPSS General Conditions of Contract is hereby modified to include the following:

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his 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.

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic seven days a week. There will be no additional claim for payment for dust control as required.

50. COMPLETION DATE – Liquidated Damages

The Contractor shall complete this Contract in its entirety by 30-Oct-2018

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

If the Contractor is delayed in the completion of the work,

- by reason of changes or alterations made under Section 6 Specifications;
- by reason of any breach of contract or prevention by the City, or other Contractor of the City or any employee of any one of them;
- by reason of delay by the City in issuing instructions or information or in delivering materials;
- by any other act or neglect of the City or any other Contractor of the City or any employee of any one of them;
- for any cause beyond reasonable control of the Contractor; OR,
- by Acts of God, or of the Public Enemy including Terrorist Acts, Acts of the Province or any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes;

The time of completion shall be extended in writing at any time on such terms or for such period as shall be determined by the City representative, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time as herein provided shall be made to the City in writing on the form prescribed at least 15 days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the City 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 City with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the City whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified previously, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the City the sum of ONE THOUSAND (\$1,000.00) DOLLARS per day for liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the City which will accrue during the period in excess of the prescribed date of completion.

The City may deduct any amount under this paragraph from any monies that may be due or 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 City.

51. EXTENSION AND ESCALATION

The Contractor agrees that the contract unit prices shall remain firm up to and including November 31 2018. To complete The unit prices for work required to be done thereafter shall be adjusted by mutual agreement between the City and Contractor, in accordance with the procedures of GC 3.10.01 of the OPSS General Conditions of Contract.

52. CONSTRUCTION SCHEDULE

The Contractor shall submit a detailed construction schedule, for approval by the City representative, fourteen (14) calendar days of award of Contract in PDF, showing the timing of the Contract.

A preconstruction meeting will be held as soon as practical after Council approval of the award of tender with representatives from the City, the General Contractor and the City representative (if applicable) to discuss the following:

- Review the contractor's schedule with respect to construction methodology and estimated completion dates for the various portions of the work.
- Review safety procedures and operational constraints to establish strict guidelines for work areas, delineation of haul routes, etc., to ensure safe and practical grading and servicing operations.
- Review coordination procedures regarding traffic control, protection of the environment and the public.

The City and the Contractor agree that for this Contract, in the event the work is ordered to commence earlier or later than the commencement date, the completion date will be adjusted by the same number of Working Days.

The City representative reserves the right to request of the Contractor to work on Saturdays, and/or later hours in order to complete the work within the scheduled time periods. There will be no additional compensation for overtime hours worked.

Should the Contractor, through his own fault (or neglect of this Contract and Specifications) fail to meet the schedules or working day periods allowed, the Liquidated Damages may be assessed after careful consideration of the facts by the City representative. The amount assessed as 'Liquidated Damages' on this Contract is defined further in Item 47 above.

53. TREES AND SHRUBS

Trees and shrubs, if destroyed during construction, will be replaced using first quality nursery stock (deciduous trees shall be replaced with the same or similar species specimens 2.5 m to 3.0 m in height, coniferous trees are replaced with the same or similar species specimens 1.2 m to 1.5 m in height). All installation and maintenance not specifically called for in an item in the Schedule of Unit Prices shall be rectified to existing or better condition at the Contractor's expense.

54. VENDOR PERFORMANCE MANAGEMENT - CONTRACTOR EVALUATION

Following substantial Performance, the City or representative will prepare a report on the performance of the Contractor. The report will rate performance in various categories including: project management, site supervision, quality of work, health and safety, communications, public relations, cost control, schedule management, and site management. The report will be discussed with the contractor and a copy of the completed report will be provided.

Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other municipalities or their agents.

A Contractor who scores a failing grade (<29) on their Performance Review will not be eligible to have any City of Clarence-Rockland project awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

- a) At the outset of a project, the City shall institute a Vendor Performance Management evaluation process.
- b) The performance evaluation shall rate the performance of the Contractor on standard criteria as listed in Appendix "C". The Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor at the outset of the project, and shall remain constant for the duration of the contract. Performance issues shall be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues shall also be noted in any site meeting or project meeting minutes. For projects that last more than four (4) months, an interim evaluation may be carried at the midpoint of the project. For projects that last less than four (4) months, only the final evaluation will be carried immediately after completion of the project.
- c) The performance evaluation shall determine whether a Contractor will:
 - i) be allowed to bid for future contracts with the City of Clarence-Rockland;
 - ii) be suspended from bidding on any contracts with the City of Clarence-Rockland
- d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended

Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.

- e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Manager of the Project/Client Department for review. Only the comments and rankings of the Vendor Performance Management contractor evaluation will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained. If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Procurement Supply, a further review by the City of Clarence-Rockland Review Committee.
- f) The Review Committee will hear from both City staff and the Contractor at a time and place appointed in writing by the Committee. The Committee shall be comprised of the original City team members that participated in the procurement process, Director of Finance and the Manager of Supply, or their designate. The decision of the Review Committee shall be in writing and final and be provided to City Staff and the Contractor.
- g) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.
- h) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.
- i) The results of any Vendor Performance Management contractor evaluation may be disclosed to other Municipalities or government bodies upon request.

55. CONTRACT AND VENDOR REQUIREMENTS

The vendor hereby covenants and agrees that if their Tender or any part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- d) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.
- e) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Vendor/contractor shall provide appropriate information and Material Safety Data Sheets, where required, with the shipment

- f) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

56. INVOICE REQUIREMENTS

The Contractor will submit to the City of Clarence-Rockland, Finance – Accounts Payable, an invoice for payment at the completion of work.

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

Please send Invoices to AP@Clarence-Rockland.com

57. PAYMENT TERMS

The City will make payments in accordance with the terms and conditions of the Agreement. After the Agreement is executed with the Company, the City will appoint an individual to administer the Work (hereafter referred to as the City's Program Manager). Each monthly billing from the Company must consist of an invoice, updated schedule and progress report in a form satisfactory to the City's Program Manager. No payment will be made until the City's Program Manager authorizes the invoice and progress report. The City reserves the right to withhold payment if, in the opinion of the City's Program Manager, the work progress claimed to date does not reflect the actual work completed. Under no conditions will the City be liable for the payment of any interest charges, including those associated with delay in payment in instances where there is a dispute over the work completed or incomplete documentation is submitted.

OPSS MUNI 100 GENERAL CONDITIONS and OPSS MUNI 180 GENERAL CONDITIONS

Refer to OPSS.MUNI 100 dated November 2006 (not attached)
Refer to OPSS. MUNI 180 dated November 2011 (not attached)

A copy of the General Conditions can be found at:
www.ragsb.mto.gov.on.ca/techpubs/ops.nsf

SUPPLEMENTARY CONDITIONS TO OPSS MUNI 100

1.0 GENERAL CONDITIONS

Where a General Condition or paragraph of the General Conditions are deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the number of the deleted items will be retained, unused.

GC 3.05 LAYOUT

Delete GC 3.05 in its entirety and replace it with the following:

It shall be the responsibility of the Contractor to provide his own layout for the work covered in all contracts. The costs of such layout work shall be included in the unit or lump sum prices in the tender.

The City shall provide geodetic benchmarks at key points for use by the Contractor. Once such benchmarks have been provided, it shall be the Contractor's responsibility to maintain and otherwise protect benchmark locations. All costs expended by the City to replace and/or relocate benchmark locations at the Contractor's request, shall be at the Contractor's expense.

It shall be the Contractor's responsibility to protect survey stakes, monuments, and iron bars from any damage due to his operation. Markers or poles 1.2 to 1.5 m in height painted red on top shall be placed next to each iron bar or monument by the Contractor. Any iron bars or monuments damaged by the Contractor due to his operations shall be replaced at the Contractor's cost and the City may withhold monies from the final payment due the Contractor until the iron bars or monuments are replaced.

If any survey marker established by an Ontario Land Surveyor is disturbed as a result of the Contractor's negligence, it shall be reset by an Ontario Land Surveyor and the entire cost shall be borne by the Contractor."

GC 3.07 DELAYS

Add the following paragraph:

Without limiting the requirements of GC 3.07.02 of the General Conditions of Contract, it is hereby expressly agreed that, should the Contractor be prevented from carrying out the work according to the agreed upon program through labour disputes directly affecting the Contractor's own labour, the Contract may be terminated by the City. Upon termination of the Contract under these circumstances, the Contractor will be paid for all work carried out prior to termination and would have no further liability for the costs of completion of the work.

GC 4.10 TERMINATION OF CONTRACT

Amend paragraph 0.1 by adding the following to the end of the paragraph:

"The City shall have the right to delete any part of the work from the Contract, or to terminate all or part of the Contract, upon five days written notice, without claim for compensation from the Contractor, except that the Contractor shall receive payment for all work completed to date of receipt of the notice at the rates or unit prices in the Schedule of Unit Prices."

GC 6.02 INDEMNIFICATION

Delete GC 6.02 in its entirety and replace it with the following:

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the City, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors."

GC 7.16 Warranty

Add a new number.04

This guarantee shall also include the lawn and boulevard areas sodded under this contract. At the end of the 12 month maintenance period the grass shall be healthy and alive.

GC 8.01.02 Variation in Tender Quantities

Delete clause GC 8.01.02 of the General Conditions of Contract in its entirety and replace it with the following:

“The City does not guarantee quantities as set forth in the Unit Price Worksheet. These quantities are approximate only, and the basis of payment under this Contract will be actual amount of work done and material furnished regardless of the actual amount of variation from the tender quantities.”

GC 9.0 OTHER PROVISIONS

Add new SECTION 9.0 as follows:

“SECTION 9.1 EARTH EXCAVATING AND GRADING

- 9.1 Excess materials, which include but are not limited to bituminous pavement, concrete, fabricated metal and plastic products, wood, masonry, pipes, surplus or unsuitable excavated earth and rock and other wastes that are not otherwise designated for salvage or reuse by the Owner, shall be managed in accordance with OPSS 180, and the City’s Supplementary Conditions to OPSS 180.

These excess materials shall be removed from the working area and properly transported and re-used or disposed off-site in accordance with all applicable legislation at the Contractor’s sole expense. More specifically, the Contractor shall comply with the *Environmental Protection Act*, including Ontario Regulation 347/90 (as amended), and shall use appropriately licensed haulers and receivers for all waste transportation and disposal, as required.

This work shall include all labour, equipment and materials to carry out all earth excavation and grading to pre-grade elevations (i.e. bottom side of topsoil, granular, etc.) to the satisfaction of the City representative. This item includes roadway, driveway, and boulevard excavations, and grading and preparation for placement of the specified granular, asphalt, concrete or imported topsoil.

9.2 CONTAMINATED SOILS

a. General

The Contractor, at its own cost, shall undertake any sampling, testing, and analyses required for the proper management (including transportation and disposal) of excess materials generated by the Contract work.

The Contractor shall account for any high SAR (sodium adsorption ratio) of the soils and price the handling, removal and/or disposal of fill accordingly.

The Contractor shall follow OPSS 180. Further, the Contractor in the sign off to the City representative must indicate that the disposal Site Owner accepts the fill as contaminated fill.

Note that there are innovative methods to cost effectively dispose of SAR fill. While two such methods are outlined below, it remains the Contractor's sole responsibility to determine the appropriate and legal method that they will employ, and coordinate and arrange for this disposal accordingly:

1. The Contractor can over-excavate and dispose of "clean" fill off site and backfill this excavation with the SAR material provided the SAR material is appropriate fill for the location (i.e., if under road, fill must be inorganic) and that it is compacted appropriately for the use as determined by the City representative.
2. It is believed the MOE permits the disposal of SAR material in a location that is of similar use (the Contractor is responsible to confirm this). For example, the SAR fill could be disposed of in a proposed parking lot or in a proposed roadway needing fill as these areas would be expected to receive salt in winter.

b. Contractor's Sole Responsibility

The Contractor is solely responsible for the characterization of quality, designation of waste types, delineation of quality and extent of excess material, estimation of quantity, and costs associated with excavation, removal, segregation, temporary stockpiling, loading, transportation and re-use or disposal of excess materials, including excess earth and rock generated by the Contract work.

Under no circumstances shall the Contractor claim additional payment from the Owner related to the characterization of quality, designation of waste types, delineation of quality and extent of excess material, estimation of quantity, and costs (whether accurate and correct or not) associated with excavation, removal, segregation, temporary stockpiling, loading, transportation and re-use or disposal of excess materials, including excess earth and rock generated by the Contract work.

c. Disposal Sites

For greater certainty, the Owner has not designated or identified specific haulers, receivers, and/or disposal sites for excess materials generated under this Contract. The Contractor is solely responsible for identifying and selecting appropriate haulers, receivers, and/or disposal sites required to complete the work of this Contract.

End of Supplementary Conditions OPSS MUNI 100

SUPPLEMENTARY CONDITIONS TO OPSS MUNI 180

GC 180.07.01 Conditions on Management of Excess Material - General

1.1. Delete the third sentence of 180.07.01 and replace it with the following:

“Where excess material includes asbestos waste, the asbestos waste shall be managed in accordance with all applicable legislation, including but not limited to Ontario Regulation 347/90, as amended.”

1.2. Delete paragraph 180.07.05 b) in its entirety.

1.3. Delete OPSS 180.10 in its entirety and replace it with the following:

“180.10

Payment for the management of excess material shall be included in the tender items requiring such management and shall include all costs associated with sampling, testing, analyses, characterization of quality, designation of waste types, delineation of quality and extent of excess material, identifying and selecting appropriate haulers, receiver and/or disposal sites for excess material, acquiring approvals, releases and agreements, and all other costs associated with the work pursuant to this special provision and OPSS 180. Costs for hauling and disposal of contaminated material at City landfill shall as per Section 01355.

End of Supplementary Conditions OPSS MUNI 180

Refer to F18-INF-2018-001 Specifications.pdf

ENGINEER AND CONTRACT ADMINISTRATOR**Special Provision General No. 6.1**

For the purpose of this Contract the words: “Engineer” and “Contract Administrator” are equivalent.

DEFINITION OF CONSTRUCTOR**Special Provision General No. 6.2**

For the purpose this Contract, the Contractor will be the Constructor.

EXISTING UTILITIES AND OPERATIONAL CONSTRAINTS**Special Provision General No. 6.3**

1. The location of utilities where shown on contract drawings is diagrammatic and approximate only and the exact location should be determined by consulting the municipal authorities and utility companies concerned.
2. The Contractor is solely and fully responsible for contacting all applicable utility companies for locates and operational constraints, and for providing such utility companies with details of proposed work.
3. The Contractor shall devise methodology of work and carry out the work in a manner as not to affect utility and shall be fully responsible for adequate protection of utilities from damage during construction.
4. The Contractor shall co-operate with utility companies which may need to carry work on utilities during work on this contract.
5. In addition to all other Contract requirements, the provisions contained in O.Reg. 213/91, Section 186 shall apply for work in the vicinity of all Hydro installations.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**Special Provision General No. 6.4**

The Contractor shall be fully and solely responsible for compliance with the occupational Health and Safety Act.

EMPLOYMENT**Special Provision General No. 6.5**

The Contractor and any Sub-Contractor of the Contractor shall

1. employ only residents of Canada, and
2. in employing persons, refrain from discriminating against any person by reason of race, religious views or political affiliations.

OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE**Special Provision General No. 6.6**

List of Designated Substances

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, the Contractor is advised of the presence of the following Designated Substances.

| Substance (Ontario Regulation Number) | Location |
|---|--|
| Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05) | N/A |
| Benzene (R.R.O. 1990, Reg. 839) | Vehicle Emissions |
| Mercury (R.R.O. 1990, Reg. 844) | Vehicle Emissions |
| Vinyl Chloride (R.R.O. 1990, Reg. 846) Coke Oven Emissions (R.R.O. 1990, Reg. 840) Ethylene Oxide (R.R.O. 1990, Reg. 841) Acrylonitrile (R.R.O. 1990, Reg. 835) Isocyanates (R.R.O. 1990, Reg. 842) | Vehicle Emissions |
| Silica (R.R.O. 1990, Reg. 845) | Concrete, Blasting Medium, Throughout Site |
| Arsenic (R.R.O. 1990, Reg. 836) | Vehicle Emissions, Throughout Site |
| Lead (R.R.O. 1990, Reg. 843) | N/A |
| Bat / Bird / Rodent Droppings | Throughout Site |

The Contractor is further advised that the Designated Substances silica (Ontario Regulation Number R.R.O. 1990, Reg. 845), lead (R.R.O. 1990, Reg. 843) and arsenic (R.R.O. 1990, Reg. 836) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

Special Provision General No. 6.7

The following is provided for information only, to facilitate contact with and notification to regulatory authorities as specified in the Contract Documents:

| Regulatory Authority | Notification Requirement |
|--|---|
| MOE: Spills Action Centre (SAC) 1-800-268-6060 | For notification of a spill to the environment under the Environmental Protection Act |
| City: City of Clarence-Rockland, 1560 Laurier Street, Rockland, ON, K4K 1P7 | For notification of a spill to the environment under the Environmental Protection Act |
| MOE: Ministry of the Environment 113 Amelia Street, 1 st Floor Cornwall, Ontario K6H 3P1 | For Waste Management Approval under the Environmental Protection Act |
| MNR: Ministry of Natural Resources – Kemptville District Provincial Government Building Concession Road, P.O. Bag 2002 Kemptville, Ontario K0G 1J0 | For notification of the release of a deleterious substance to a watercourse under the Fisheries Act |
| DFO: Department of Fisheries and Oceans, Ontario Great Lakes Area 401 King Street West, P.O. Box 1000 Prescott, Ontario K0E 1T0 | For notification of the release of a deleterious substance to a watercourse under the Fisheries Act |

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| Local Police: OPP Russell County Detachment; 411 New York Central Avenue, Embrun, ON, K0A 1W1 | For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act |
| Local Conservation Authority: South Nation Conservation Authority; P.O. Box 29, 38 Victoria Street, Finch, ON, K0C 1K0 | For notification of the release of a deleterious substance to a watercourse under the Fisheries Act, For notification of a spill to the environment under the Environmental Protection Act, for approval of erosion and sediment control plan, for all work in vicinity of waterway |

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| CONTROL OF EMISSIONS DURING STRUCTURAL WORK |
| Special Provision General No. 6.8 |

1.0 SCOPE

This special provision describes the requirements for the control of emissions including but not limited to; dust, abrasive blast medium and other debris generated from work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete.

2.0 SUBMISSION AND DESIGN REQUIREMENTS

The Contractor shall give the Contract Administrator written notice 3 working days prior to the start of abrasive blast cleaning of concrete and reinforcing steel, and of the cutting and grinding, including scarification, of concrete. The Contractor shall submit with the written notice a proposal describing the procedures/plans to control the emissions of dust, abrasive blast medium and other debris from these operations.

3.0 CONSTRUCTION

The Contractor shall take whatever measures necessary to ensure that dust, abrasive blast medium, and other debris from work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, do not:

- (a) enter any surface waters; or
- (b) escape beyond the right-of-way.

The measures may include:

- (a) termination of operations during periods of high wind;
- (b) the use of low dust generating technologies such as vacuum abrasive blasting;
- (c) vacuuming of surfaces to remove dust and debris; and
- (d) the use of temporary barrier walls or enclosures.

Excess materials shall be managed as specified in the Contract Documents.

4.0 BASIS OF PAYMENT

Payment for the control of emissions during work on structures involving abrasive blast cleaning

of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, shall be deemed to be included in the tender items requiring such control.

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| ONTARIO PROVINCIAL STANDARD DRAWINGS |
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| Special Provision General No. 6.9 |
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The completeness of the list of all required OPSD drawings is not guaranteed or implied. All other Standard Drawings listed or required for completion of work, as well all referenced drawings are available at Engineer's business office during normal working hours

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| STRUCTURAL REFERENCE PLANS AND REPORT |
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| Special Provision General No. 6.10 |
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Information Available and Location

The following plan may be viewed for information purposes:

- Geotechnical Report

The above document is available for viewing at the following location during office hours:

HP Engineering Inc.
Suite 400 - 2039 Robertson Road
Ottawa, Ontario K2H 8R2

All dimensions shown on the plans and reports shall be considered approximate.

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| AS-BUILT MARK-UPS |
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| Special Provision General No. 6.11 |
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As-built mark-up drawings shall be supplied by the Contractor to the Contract Administrator within two weeks of the final completion of the Contract. Unless otherwise specified, as-built mark-up drawings will consist of a set of marked-up drawings with all differences from the Contract drawings shown in red ink, and with references to the Contractor's survey and/or quality control inspection records noted beside each entry.

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| SPILLS REPORTING |
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| Special Provision General No. 6.12 |
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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 forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

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 forthwith be reported to the Contract Administrator.

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

SUBMISSIONS

Special Provision General No. 6.13

The following submissions, but not limited to this list, shall be made to the Engineer for review a minimum of 2 weeks prior to beginning the work. Further submissions as required are listed in specific Sections of Work, Ontario Provincial Standard Specifications and elsewhere in the Contract Specifications.

Shop Drawings

1. Traffic Control / Traffic Management Plan including Detour Route Signing.
2. All temporary shoring, temporary supports, access platforms, scaffolding, etc. shop drawings.
3. Environmental Protection, Erosion & Sediment Control Plan and Temporary Creek Diversion Plans.
4. Health and Safety Plan.
5. Corrugated steel pipe arch and cut-off wall shop drawings including all Required Supporting Documentation and Detailed Design Calculations.
6. Welded Wire Retaining Wall shop drawings.

All shop drawings for temporary shoring, temporary supports, access platforms, scaffolding, etc. shall bear the stamp and signature of two Professional Engineers licenced in the Province of Ontario (*Design and Check Engineers*) who are specialists in the applicable field. The Design Engineer shall carry a minimum of one million dollars professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work. **The Design and Check Engineer's will be retained by the Contractor and costs for all such work shall be included in the Contract price for the applicable item.**

In addition to the submission of shop drawings as per the above, the Contractor shall submit a *Certificate of Conformance* from the Design Engineer **clearly and unequivocally** stating that the temporary shoring, temporary supports, access platforms, scaffolding, etc. have been installed in full conformance with shop drawings. Any modifications made to erected components shall be clearly defined and fully certified in the *Certificate of Conformance*. References such as *'the erected component has been installed in general conformance with the approved shop drawings provided that [missing component] is installed'* must be further supplemented by another *Certificate of Conformance* from the Design Engineer certifying the *[missing component]*. The Contractor must submit the *Certificate of Conformance* for each component prior to the use of the component.

In addition to the Engineering requirements for temporary shoring, temporary supports, access platforms, scaffolding, etc., all shop drawings and submissions for Environmental Protection, Erosion & Sediment Control and Temporary Creek Diversion shall bear the stamp and signature of two Professional Engineers licenced in the Province of Ontario (Design and Check Engineers) who are specialist in the applicable field. The Design Engineer shall carry a minimum of one million dollars professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work. **The Design and Check Engineer's will be retained by the Contractor and costs for all such work shall be included in the Contract price for the applicable item.**

Upon implementation of the Environmental Protection, Erosion & Sediment Control and Temporary Creek Diversion, the Contractor shall submit a *Certificate of Conformance* from the Design Engineer stating that the installations have been constructed in full conformance with the shop drawings. The Contractor shall also retain a qualified Environmental Consultant to carry out (minimum) weekly site inspections and monitor the performance of the installed systems and provide written instruction for modifications, adjustments to the Contractor as deemed necessary. A weekly monitoring report (signed and sealed by the Contractor's Environmental

Consultant) shall also be submitted by the Contractor.

Material Information / Product Samples

1. Source and gradation for riverstone rock protection and rip-rap stone.
2. Source, gradation and test data Granular 'A' and Granular 'B' Type II.
3. Source for wire mesh.

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| QUALITY CONTROL PROGRAM |
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| Special Provision General No. 6.14 |
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In addition to the Contractor's quality control requirements and any other quality control requirements as may be specified elsewhere in the Contract and in the applicable OPSS standards, the following apply:

1. Steel beam guiderail / guiderail end treatments – layout of posts (as completed by the Contractor) will be reviewed by the Engineer prior to installing the posts.

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| TESTING OF MATERIALS |
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| Special Provision General No. 6.15 |
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In addition to the quality control testing requirements which are the responsibility of the contractor as specified in this contract, the owner may also opt to provide their own quality assurance testing and the contractor shall assist with testing as required.

Further Testing:

Contractor will be responsible for all costs associated with any further testing over and above that originally carried out by the Owner.

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| FENCING THE CONSTRUCTION AREA |
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| Special Provision General No. 6.17 |
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To restrict access by the public, the right-of-way adjacent to working areas shall be fenced before work commences. Where the Contract Documents do not require chain link fence or where it is impractical to erect chain link fence before work commences, the Contractor shall erect, maintain, remove and dispose of the temporary snow fence required to restrict access. The requirement for fencing the work area is in addition to all other requirements as may be specified elsewhere in the Contract Documents.

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| CONTRACTOR RESPONSIBILITY FOR DUST SUPPRESSION AND WATER FOR COMPACTION |
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| Special Provision General No. 6.18 |
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Dust Suppression

The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

Water, calcium chloride flake or calcium chloride solution may be used for dust suppression and shall conform to OPSS 506.

Water for Compaction

Water shall be used for compaction and shall conform to OPSS 501.

Basis of Payment for Dust Suppression and Water for Compaction

Payment for all labour, equipment and materials to do the work for dust control and water for compaction shall be included in the applicable tender item(s).

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| ONTARIO PROVINCIAL STANDARD DRAWINGS |
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| Special Provision General No. 6.19 |
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The completeness of the list of all required OPSD drawings is not guaranteed or implied. All other Standard Drawings listed or required for completion of work, as well all referenced drawings are available at Engineer's business office during normal working hours.

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| PROTECTION OF ENDANGERED SPECIES |
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| Special Provision General No. 6.20 |
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Protection of Endangered Species

Governed by Ontario's Endangered Species Act (ESA 2007) for all species listed on Species at Risk in Ontario (SARO List). The act prohibits killing, harming, harassing, capturing, possessing, etc. any species that is extirpated, endangered or threatened.

1. Education / Training

Contractor shall retain the expert and assure that all personnel are educated about species on SARO List. The Contractor shall provide a basic educational and training program and list of procedures relating to protection and capture of SAR and especially EMR.

2. Encounters with SAR

The Contractor shall not harm and adversely affect any wildlife encountered in the Contract. The Contractor is responsible for ensuring all SAR sighted or encountered within the project limits are protected and relocated as necessary.

The Contractor shall ensure that all SAR and especially EMR sighted/encountered within the contract limits, and which are under immediate threat of harm from construction activities are captured live for relocation elsewhere.

The Contractor shall conduct a survey/search prior to any construction activity that may impact SAR during the term of the Contract. The survey/search shall be conducted by a qualified individual trained in the recognition and handling of SAR.

The Contract Administrator shall be contacted immediately in the event that any SAR species are encountered within the contract limits. All SAR sightings, dead or alive, shall be reported to the Contract Administrator.

The Contractor is legally obligated to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

More information can be obtained by contacting the local MNR office as follows:

Ministry of Natural Resources
Kemptville District
10 Campus Dr., Postal Bag 2002, Concession Rd.
Kemptville, Ontario K0G 1J0

3. Information Available on Internet

General information regarding species at risk and the ESA 2007 is available at:
www.mnr.gov.on.ca/en/Business/Species

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

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| MUNICIPAL AND PROVINCIAL OPS SPECIFICATIONS |
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| Special Provision General No. 6.21 |
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Where both a Municipal and Provincial oriented OPSS exist for an OPSS referenced in the Contract Documents, the Municipal (MUNI) OPSS will govern.

6.1.1 Sitework including mobilization and demobilization

The following work, activities and costs shall be included under the Item 'Sitework including Mobilization and Demobilization':

- Bonds, administration and supervisory costs.
- Mobilization and demobilization of equipment material and Contractor's forces.
- Schedules and cash flow forecast.
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- Cost of building construction depot (laydown area) in a location acceptable to the Owner.
- All costs associated with locates, protection or temporary relocation and reinstallation of utilities, if applicable and not specified in other areas of the contract.
- Installation of temporary barricades, hoarding, fencing and other protection required.
- Cost of supplying and maintenance of adequate sanitary facilities.
- Scaffolding and other required access to perform the work, if not specified in other areas of the contract.
- Costs associated with submission of shop drawings, rebar schedules, product submissions etc.
- Cost of advertising of Substantial Completion in Daily Commercial News.
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the Engineer.
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with required environmental protection measures not specified elsewhere in the Contract.
- Contractor's office.
- Cost of reinstating to their original conditions the Contractor's laydown areas and office sites.

The Contractor shall submit a detailed Work Schedule and, if requested, a Projected Monthly Cash Flow Forecast to the Engineer at the Pre-Construction Meeting.

The Projected Monthly Cash Flow Forecast shall indicate the projected cost of the work to be completed in each calendar month of the Contract term, and shall be based on the Contract prices and be consistent with the Detailed Work Schedule.

The Contractor is advised that no additional payment will be made for any repeated mobilization and demobilization for any of the construction activities covered by this Contract; interrupted by weather or by any other construction activity included in any part of this Contract.

6.1.2 Traffic Control Including Detour Route Signing

OPSS 706 shall govern except as amended and extended herein:

Scope of Work

The Scope of work for the Item 'Traffic Control including Detour Route Signing' includes, but is not necessarily limited to, the following:

1. Vehicular traffic control and construction signing on Lacasse Road, Bouvier Road, Baseline Road, Vinette and all other roads affected by construction activities.
2. All other provisions related to traffic control and traffic management including detour signage as required to carry out the construction and facilitate the Contractor's operations except where paid separately.
3. Separate provisions to positively restrain any errant vehicles entering open excavation.
4. The road will be fully closed to traffic during construction. Under this Item the Contractor will supply, install, maintain, and remove upon completion, all traffic detour control signs, delineators, barricades, etc., as required by the Ontario Traffic Manual, Book 7 - Temporary Condition to close the bridge to traffic and sign the detour route. All signs to be bilingual. The detour route will be the closed loop formed by on Lacasse Road, Vinette Road, Bouvier Road, and Baseline Road.
5. All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions). Signs shall be installed in strict conformance with Book 7.
6. This item shall also include the supply and installation of a Physical Barrier at the limits of Contract on the roadway to prevent vehicles and pedestrians from entering the construction zone. The physical barrier shall be adequately illuminated to be clearly visible and distinguishable during night conditions. In addition, construction fencing shall be installed around the construction area at all times.
7. The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment.
8. The Contractor shall note that local traffic (from both approaches) up to construction area shall be allowed on County Road 9 for the duration of the construction works.
9. All costs associated with the placement of temporary fill material, temporary asphalt (as may be required) to accommodate vehicular and pedestrian access at affected properties shall also be included in the Item 'Traffic Control including Detour Route Signing'.
10. As part of the work under the 'Traffic Control including Detour Route Signing' Item, the Contractor shall circulate a bilingual notification letter to all local residents and businesses along the detour route. The letter shall inform the residents / businesses of the upcoming project including start dates, completion dates, Contractor's name and contact information. A copy of the letter shall be submitted to the Engineer. The letter shall be circulated to all residents no later than 1 week prior to the start date of road closures.
11. The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment (refer to *Daily Diary of Signs* below for additional information).

Daily Diary of Signs

The Contractor shall maintain a daily, hardbound diary of the signs in use for temporary and long-term traffic control. The diary shall be submitted with the final payment documents. For the duration of the contract and within 24 hours of a request by the Contract Administrator, the Contractor shall provide the Contract Administrator full access to the daily diary of the signs. The following information shall be included in the diary:

- i) A schematic of the location of each existing sign by station, offset and height above pavement.
- ii) A schematic of the placement and re-location of all construction signs during each stage of construction by station, offset and height above pavement.

- iii) Traffic accidents including time of inspection, location of incident and photographs.
- iv) Time of daily sign inspections.
- v) For mobile/moving operations the signing shall be in accordance with the Ontario Traffic Manual (OTM), Book 7 - Temporary Conditions.

Amendments to OPSS 706

OPSS 706 is amended as follows.

706.02 REFERENCES

Section 706.02 References, is amended by the addition of the following:

ASTM International (formerly American Society for Testing and Materials):

ASTM D4956-01a - Standard Specification for Retroreflective Sheeting for Traffic Control

706.05 Materials

Subsections 706.05.01, Reflective Surfaces, and 706.05.02, Signs, are amended by deletion of "M.U.T.C.D." and replacement with "Ontario Traffic Manual":

706.07 CONSTRUCTION

706.07.01 Traffic Control Signing

Section 706.07.01, Traffic Control Signing, is amended by the deletion of "M.U.T.C.D." and replacement with the following: "Ontario Traffic Manual."

Construction Signs Definition, Reflectivity Standard Requirement and Sign Light Intensity Change at Twilight

Definitions

Section 706.03. Definitions, is amended by the deletion of the definition "Construction Signs" and its replacement with the following:

Construction Signs: means all traffic control signs and associated devices identified in Book 7, including vehicles and sign trailers, required to support signs and equipment to supply sign lighting, excluding the Project Information Sign and highway number markers.

Reflective Surfaces

Subsection 706.05.01, Reflective Surfaces, is deleted and replaced by the following:

Reflective materials and surfaces shall conform to Book 7, except for the second paragraph of Part A, Division 5, subsection A5.03.01, which is deleted and replaced with the following:

As of January 1, 1992 the following devices shall have a minimum reflectivity standard of "Reflectivity Level 1" (hi-intensity) Canadian Government Specification Standard 62-GP-11, as amended: TC 3, TC 4, TC 7, TC 18, TC 43, TC 46, TC 52, TC 53, TC 54.

Traffic Control Signing

Subsection 760.07.01, Traffic Control Signing, is amended by the addition of the following:

The first paragraph of subsection 706.07.01 of OPSS 543 is amended by the deletion of the last sentence and replacement with the following:

A Project Sign shall be supplied, installed, maintained, and removed by the Contractor. The Project Sign shall be maintained until the Certificate of Final Completion has been issued.

Subsection 706.07.01 is further amended by the addition of the following:

Lights on Lane Closure Arrow Signs (TC-12) shall change in intensity during the twilight period by 50%.

Section 706.07.01, Traffic Control Signing, is amended by the deletion of "M.U.T.C.D." and replacement with the following: "Ontario Traffic Manual."

Section 706.07.01, is amended by the addition of the following:

Measurement for Payment

For progress payments, forty (40) percent of the Contract price will be paid upon initial implementation of the traffic control / detour plan. Fifty (50) percent will be prorated over the scheduled Contract duration and the remaining (10) percent will be paid upon removal. No measurement and payment will be made whatsoever for any traffic control provisions as may be required due to failure of Contractor to attain specified Contract completion date as all such costs will be borne by the Contractor.

Basis of Payment

Payment at the Contract lump sum price shall be full compensation for all labour, equipment, and material required to do the work. In the case of discrepancies between Book 7 and the Contract Documents, the Contractor shall assume that the more expensive alternative will be employed.

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

6.1.3 Temporary Creek Diversion

OPSS 182, 517 AND 518 shall govern except as amended and extended herein:

SCOPE OF WORK

Under this Item the Contractor will design, erect, maintain and remove upon completion of works a temporary creek diversion scheme as necessary for carrying the work of replacing the existing culvert.

SUBMISSIONS TO ENGINEER

The Contractor shall submit for review three (3) copies of his detailed temporary creek diversion plan in writing a minimum of fourteen (14) calendar days prior to commencing any work to both the Contract Administrator and the applicable Environmental Agency. The detailed temporary creek diversion plan shall be stamped by a professional engineer licensed in Ontario holding a minimum of \$1,000,000.00 of Professional Liability Insurance. The submission shall be

comprehensive and shall provide descriptions, working drawings, and schedules that detail the sequence of this work and the provision of temporary protection systems associated with each stage of the work.

OWNERS OF AFFECTED PROPERTIES

It is the Contractor's full responsibility to obtain approval from owners of affected properties and provide any financial compensation to owners of affected properties. A release form from affected property Owner must be filed with the Engineer prior to Contract completion.

INEFFECTIVENESS OF INSTALLED SYSTEM

Wherever the Contractor's temporary creek diversion scheme is found to be inadequate by the Contract Administrator or regulatory authorities the Contractor shall make immediate changes to ensure watercourse and / or fisheries protection at no extra cost to the Owner.

Wherever the Contractor's temporary creek diversion scheme is found to be ineffective by the Contract Administrator with respect to protecting excavations from water infiltration due to water level fluctuation, soil conditions or any other reason, the Contractor shall make immediate changes to ensure construction in the dry at no extra cost to the Owner.

ANTICIPATED WATER FLOWS AND LOCAL CONDITIONS

The Contractor must satisfy himself with the local conditions and anticipated water flows, levels and flow velocity to be met with during construction. He shall make his own estimate of the facilities required and difficulties to be encountered including the nature of subsurface materials and conditions. The Contractor shall make his own estimate of the anticipated flows during construction and construct his work so that the flows are not restricted. Under no circumstances shall the proposed method of construction indicated on Contract Drawings be construed by Contractor as an indication that a temporary creek diversion scheme may not be necessary. The Contractor is advised that water levels may fluctuate within extreme ranges and change rapidly.

Under no circumstances there will ever be a consideration given to any monetary compensation for non-performance and adjustment to the temporary creek diversion necessary due to non-performance of system proposed by Contractor. Should flows be encountered that overtop the temporary creek diversion system during the scheduled construction, the Contractor will be allowed only the appropriate extension of time associated with such flows, without any further monetary compensation. All costs associated with such an extension will be solely and unequivocally borne by Contractor.

TEMPORARY CREEK DIVERSION DURING CONSTRUCTION

1. Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Natural Resources.
2. Pump water shall outlet into stilling basin which shall outlet onto vegetated areas for filtering at the downstream end of the creek diversion installation.
3. The material used for earth cofferdams should be clean granular no smaller than 10mm diameter without a significant content of silt or clay.
4. Cofferdam should be removed as carefully as possible to minimize sedimentation.
5. The Contractor shall be prepared to immediately clean up any spills or contamination, waste or other substances, which may be either detrimental to marine life or quality of water. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.

6. Screening shall be provided at the water intake to prevent the entry or damage to fish; a discharge of the water shall be directed in a manner that will prevent erosion of the watercourse bed and watercourse banks at the water outlet.

SELECTION OF TEMPORARY CREEK DIVERSION SYSTEM

The temporary creek diversion system shall be carried out utilizing one or combination of methods specified on Ontario Provincial Standard Drawings (OPSD), or approved alternative to Authority and Contract Administrator satisfaction. The required measures include combination of the following specific measures: cofferdams upstream and downstream, silt fence barriers, turbidity curtains, temporary water passage system, flow dissipaters, filter bags, flow control devices, dewatering traps, settling ponds, sediment basins, sand bags isolations, sediment fences and barriers.

Any costs associated with modification of design provided in Contract, use of different more expensive materials, additional staging provisions, additional joints, modifications to reinforcement, and any other deviation from Contract, requested by Contractor to suit creek diversion method and construction methodology is subject to Contract Administrator approval and at full and unequivocally own cost of Contractor.

PERIODIC INSPECTIONS BY THE ENVIRONMENTAL CONSULTANT

As part of the requirements under this Contract, the Contractor's Environmental Consultant is required to carry out weekly inspections of the installed temporary creek diversion system, environmental protection, erosion / sediment control installations to ensure the effectiveness of the installed systems and provide the necessary direction to the Contractor in order to modify the installed systems as may be deemed required.

Inspection reports shall be prepared by the Contractor's Environmental Consultant following each site visit.

MEASUREMENT FOR PAYMENT

Payment for this lump sum Item will be as follows:

- 30% upon installation of the temporary creek diversion system,
- 70% to be prorated over the scheduled duration of the Contract per the approved schedule.

6.1.4 Environmental Protection / Erosion and Sediment Control

OPSS 182, 518 and 805 shall govern except as extended herein:

Scope of Work

Under this item, the Contractor will design, erect, maintain and remove upon completion the protection schemes necessary for performing the entire work without letting any concrete, effluent or debris or any construction materials enter the waterway. The Contractor shall also design, implement, maintain and remove upon completion of construction erosion and sediment control measures to prevent the entry of sediment into any waterway. Removal of sediment accumulated by the control measure is also included in this item.

Environmental Protection - General

The Contractor is fully and solely responsible for compliance with the Federal

Department of Fisheries and Oceans, and the Ministry of Natural Resources as related to protection of fish habitat. The Contractor is fully and solely responsible for compliance with all Federal, Provincial and Municipal Acts and regulations as related to environmental protection.

Debris Containment System

As part of the work under this item, the Contractor shall design, erect, maintain during construction and remove upon completion of construction a debris containment system capable of preventing any and all construction debris, effluent and removed and other materials from falling or entering into the waterway. A detailed plan of the debris containment system shall be submitted to the Contract Administrator for review. Refer below for submission requirements.

EROSION AND SEDIMENT CONTROL PLAN

General

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.

The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Suggested on-site measures may include, but shall not be limited to, the following methods: sediment ponds, silt fences, straw bales, filter cloths, catch basin filters, dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures shall be installed in accordance with the requirements of OPSS 805 where appropriate, or in accordance with manufacturer's recommendations.

Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

Before commencing the Work, the Contractor shall submit to the Contract Administrator six copies of a detailed Erosion and Sediment Control (ESC) Plan. The ESC Plan will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work. The written description shall be signed by, and the drawings shall bear the stamp and signature of a qualified Professional Engineer licensed in Ontario.

Contractor's Responsibilities

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor shall periodically, and when requested by the Contract Administrator, clean out

accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will be constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or noncompliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

Erosion and Sediment Control details

The sediment control measures include, but are not necessarily limited to the following:

- a) Silt curtains/fence barriers
- b) Straw bale flow checkers
- c) Turbidity curtain installed downstream of construction
- d) Detention ponds/basins
- e) Debris and effluent catchment system during removal of structure
- g) Debris and effluent catchment system during construction of new structure

The Contractor shall design and construct the protection scheme as necessary to ensure

that sediment run-off does not enter the watercourse or is not transported downstream from the site.

Before passing water pumped from excavations into the stream, all excessive sediment should be removed by means of silt traps or sediment barriers across the stream.

- a. Use erosion-resistant material, such as gravel fill with rip-rap or geotextile lining, in order to prevent the entry of sediment into the watercourse.
- b. Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Natural Resources. Prevent any silt from excavation and backfill from entering the waterway.
- c. Equipment and materials should be stored well back from the water's edge.
- d. Do not clean concrete buckets, wheelbarrows, or shovels in water body. Instead wash them with hoses so that run-off is filtered through vegetation. Prevent the entry of lime, cement or fresh concrete into waterways.
- e. The Contractor shall ensure that no contamination, waste, debris, construction materials or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either a direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities and applicable agencies with respect to environmental protection.
- f. The Contractor shall immediately clean up any spills or contamination, waste, debris, construction materials or other substances which may be either detrimental to marine life or water quality. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.
- g. Filters (screens) shall be provided at the water intake of all pumps to prevent the entry of, or damage to, fish and the discharge of the water shall be directed in a manner that will prevent erosion of the watercourse bed and watercourse banks.
- h. The Contractor shall release any stranded fish to the open portion of the watercourse without harm.

Anticipated Water Flows and Local Conditions

The Contractor must satisfy himself with the local conditions and anticipated water flows, levels and flow velocity to be met with during construction. He shall make his own estimate of the facilities required and difficulties to be encountered, including the nature of subsurface materials and conditions.

Peak Flows

The Contractor shall make his own estimate of the anticipated water flows during construction and construct the work so that flow is not restricted.

Submissions to Engineer

In addition to requirements as detailed elsewhere, the Contractor shall submit to the Engineer two copies of all protection schemes a minimum of 14 calendar days prior to proceeding with the work. The submission shall be comprehensive and shall provide descriptions, working drawings and schedules that detail the sequence of this work and the temporary protection / debris containment systems.

The Contractor will be required to obtain further permit(s) from the Authorities for the proposed protection scheme. Copy of permit(s) to be submitted to the Engineer.

Permission to proceed with the work will be provided if the Engineer determines that all the details of the Contractor's operations meet the requirements specified in the Contract Documents and by the Authority and applicable Further Permits obtained by Contractor are filed with Engineer.

Ineffectiveness of Installed System

Whenever protection measures are found to be inadequate by the Engineer, changes shall immediately be made, which will ensure watercourse, embankment, stream bed and fisheries protection, at no extra cost to the Owner.

Contractor's Environmental Consultant

Under this Contract, the Contractor is responsible for retaining a qualified Environmental Consultant to assist in the preparation of his Environmental Protection, Erosion & Sediment Control and Temporary Creek Diversion Plan.

Periodic Inspections by the Environmental Consultant

As part of the requirements under this Contract, the Contractor's Environmental Consultant is required to carry out weekly inspections of the installed temporary creek diversion system, environmental protection, erosion / sediment control installations to ensure the effectiveness of the installed systems and provide the necessary direction to the Contractor in order to modify the installed systems as may be deemed required.

Inspection reports shall be prepared by the Contractor's Environmental Consultant following each site visit.

Basis for Payment

Payment at the Contract lump sum price for the Item "Environmental Protection / Erosion and Sediment Control" shall be full compensation for all labour, materials and equipment required to complete the work.

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

Measurement for Payment

Payment for this lump sum Item will be as follows:

- 30% upon installation of environmental protection / erosion and sediment control,
- 55% to be prorated over the scheduled duration of the Contract per the approved schedule,
- 15% upon removal of all environmental protection / erosion and sediment control.

6.1.5 Welded Wire Retaining Walls

Scope of Work

Work under this tender item shall include, but is not necessarily limited to, the following:

- Supply and delivery of all components (wire mesh, earth reinforcement, geotextile, cobble stone, fasteners etc.) required to construct the welded wire retaining walls as indicated on the Contract Drawings.
- Erection of the welded wire retaining walls to the overall dimensions as indicated on the Contract Drawings.

- Granular backfill materials required for the construction of the welded wire retaining walls is not included in this item as it will be paid by unit price under the applicable tender item.

The welded wire retaining walls shall be 'Terratrel' facing manufactured by the 'Reinforced Earth Company Ltd.' or 'Vist-A-Wall' manufactured by 'Atlantic Industries Ltd.'. Alternative wall construction requires the written approval of the Contract Administrator.

Contact information for the Reinforced Earth Company Ltd. as follows:

1550 Enterprise Road, Suite 229
Mississauga, Ontario L4W 4P4
Phone: (905) 564-0896
Fax: (905) 564-2609

Contact information for Atlantic Industries as follows:

640 Waydom Drive
R.R.#1
Ayr, Ontario N0B 1E0
Phone: (519) 622-8600
Fax: (519) 622-1372

The Contractor may use alternate Suppliers (eg. Armtec, Maccaferri, Terrafix, etc.) provided that the product satisfies the contract requirements.

Submission Requirements

The contractor shall submit detailed shop drawings for the construction of the welded wire earth retaining walls. The shop drawings shall show (but not necessarily be limited to) the method of erection for the wall, location / spacing of all fasteners, all material information, all design loads, etc. Walls shall be designed and all shop drawings shall be signed and sealed by a Professional Engineer licensed in the Province of Ontario holding a professional liability insurance policy in the amount of \$1,000,00.00.

Basis of Payment

Payment at tender price for the item "Welded Wire Earth Retaining Wall" shall included full compensation for all labour, material and equipment required to complete the work.

Measurement for Payment

The item "Welded Wire Earth Retaining Wall" will be measured and paid by square meter at the tender price.

Submitted To: Corporation of the City of Clarence-Rockland
(Owner)



**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

We hereby offer to sell to the City of Clarence-Rockland, hereafter referred to as the City, the Goods and/or Services described in accordance with the Specifications, Terms and Conditions specified set forth herein at the price(s) quoted therefore

| | |
|------------------|---|
| Tender Number | <u>F18-INF-2018-001</u> |
| Bid Description: | Lacasse Road Slope Rehabilitation and Culvert Replacement |
| Closing Date: | <u>April 10th 2018</u> |
| Time: | 2:00 p.m. Local Time, Rockland, ON |

Company Name

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

I/We acknowledge that we have received addenda numbered ___ to ___ inclusive, and the prices submitted include the provisions set out in such addenda.

_____/100
Prices are in Canadian dollars, and excluding HST (Dollars in Words to be inserted above)

Dollars (\$ _____)
(Dollar numbers to be inserted above)

Work will commence as soon as possible following date of award, and in any event should be completed by _____.

Date of Earliest Commencement of Work upon award _____

The Bidder declares that:

- No persons, other than the Bidder, have any interest in this RFT or in the Contract proposed to be entered into.
- This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.



- c) The several matters stated in the said Submission are in all respects true.
- d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFT Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labor and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.
- e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- f) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- g) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or City representative.
- h) The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- i) The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.
- j) The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:
 - (i) Accept a non-compliant Tender;
 - (ii) Accept a Tender which is not the lowest Tender; and
 - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.
- k) The Owner reserves the right to consider, during the evaluation of Tenders;
 - (i) information provided in the Tender document itself;



- (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
- (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (iv) the manner in which the Bidder provides services to others;
- (v) the experience and qualification of the Bidder's senior management, and project management;
- (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
- (vii) innovative approaches proposed by the Bidder in the Tender;
- (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.

The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder

Signed and submitted for and on behalf of:

| | | |
|---|------------------------|-------------|
| Company Name | | |
| Address | City | Postal Code |
| X | | |
| Signature of Authorized Signing Officer | Print Name, Title | |
| () | | |
| Telephone Number | Date | |
| () | | |
| Fax Number | Email Address | |
| | | |
| HST Business Number | Payment Terms (Net 30) | |
| | | |

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR
THE TENDER WILL BE REJECTED.**

**PRICING SCHEDULE**

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.**

The Bidder also understands and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

Table 1 – Road Slope Rehabilitation

| Pricing Schedule: Lacasse Road Slope Rehabilitation | | | | | | |
|--|--|---------------------------|-------------|----------------------------|------------------|--------------------|
| ITEM NO. | DESCRIPTION | SPEC-IFICATION NO. | UNIT | EST-IMATED QUANTITY | UNIT RATE | TOTAL PRICE |
| SECTION A: General | | | | | | |
| A-0001 | Bonding, Insurance, Miscellaneous | Front End Documents | LS | 1 | | |
| A-0002 | Traffic and Pedestrian Control Plan and Implementation | 01353 | LS | 1 | | |
| A-0003 | Erosion and Sediment Control Plan and Implementation | 01160 | LS | 1 | | |
| A-0004 | Cleaning and CCTV Sewers | 02630 | m | 239 | | |
| A-0005 | Flow Management and Dewatering | 01117 | LS | 1 | | |
| A-0006 | Support and Protection of Existing Utilities | 01119 | LS | 1 | | |
| A-0007 | Dust Control | 02362 | LS | 1 | | |
| A-0008 | Preconstruction Survey | 01119 | LS | 1 | | |
| A-0009 | Temporary Access Road | 01520 | LS | 1 | | |
| A-0010 | Cable Guide Rail (Remove and Install) | 02980 | LS | 1 | | |
| SECTION A Sub-Total | | | | | | |



| SECTION B: Sewer Works, Slope Works | | | | | | |
|--|--|-------|----|------|--|--|
| B-0001 | Subdrain (300mm HDPE c/w Rodent Grate) | 02630 | m | 220 | | |
| B-0002 | 600mm HDPE Culvert (320 kPa Smooth Interior Wall) | 02630 | m | 10 | | |
| B-0003 | 450mm HDPE Culvert (320 kPa Smooth Interior Wall) | 02630 | m | 9 | | |
| B-0004 | Catchbasin Box (HDPE Yard Catch Basin c/w Cast Iron Frame and Cover) | 02631 | ea | 4 | | |
| B-0005 | Geotextile | 02072 | m2 | 2910 | | |
| B-0006 | Blast Rock | 02315 | t | 3610 | | |
| B-0007 | Rip-Rap | 02701 | m2 | 30 | | |
| B-0008 | Granular O | 02315 | t | 3610 | | |
| B-0009 | Excavation and Backfill with Existing Material | 02315 | m3 | 780 | | |
| SECTION B Sub-Total | | | | | | |
| SECTION C: Road | | | | | | |
| C-0001 | Granular 'A' | 02721 | t | 400 | | |
| C-0002 | Granular 'B' - Type II | 02721 | t | 1400 | | |
| SECTION C Sub-Total | | | | | | |
| SECTION D: Landscaping | | | | | | |
| D-0001 | Clearing and Grubbing | 02231 | m2 | 930 | | |
| D-0002 | Hydraulic Seeding and Mulching | 02933 | m2 | 465 | | |
| D-0003 | Topsoil, Imported | 02911 | m3 | 50 | | |
| SECTION D Sub-Total | | | | | | |



| SECTION E: Provisional Items | | | | | | |
|-------------------------------------|---|-----------------|----|-----|--|-----------|
| E-0001 | Tree Protection (Provisional) | 01561 | m | 30 | | |
| E-0002 | Additional Bedding (Provisional) | 02315 | t | 100 | | |
| E-0003 | Tree Pruning (Provisional) | 02232 | ea | 3 | | |
| E-0004 | Select Subgrade Material for Trench Backfill (Provisional) | 02315, 02630 | t | 100 | | |
| E-0005 | Temporary Interlocking Construction Fencing (Provisional) | 01560 | m | 80 | | |
| E-0006 | Disposal of Contaminated Material at City Landfill (Provisional) | 02315, 01355 | t | 100 | | |
| SECTION E Sub-Total | | | | | | |
| TOTAL Table 1 | | | | | | \$ |

Table 2 – Culvert Replacement

| Item No. | Spec | Item | Unit | Estimated Quantity | UNIT RATE | TOTAL PRICE |
|-------------------------------|---------------------------|--|----------------|--------------------|-----------|-------------|
| SECTION F : GENERAL | | | | | | |
| 1 | OPSS 491 6.1 | Sitework including Mobilization and Demobilization and Utility Protection | | | LUMP SUM | |
| 2 | OPSS 706 6.2 | Traffic Control including Detour Route Signing | | | LUMP SUM | |
| 3 | OPSS 182, 518, 805 6.3 | Temporary Creek Bypass | | | LUMP SUM | |
| 4 | OPSS 182, 518, 805 6.4 | Environmental Protection / Erosion and Sediment Control | | | LUMP SUM | |
| SECTION F Sub-Total | | | | | | |
| SECTION G : ROADWAY | | | | | | |
| 5 | OPSS 510 | Remove Jersey Barrier on Approaches | | | LUMP SUM | |
| 6 | OPSS 206, 510 | Earth Excavation including all Removals | | | LUMP SUM | |
| 7 | OPSS 1860 | Non-Woven Class II Geotextile Below Culvert Bedding Layer | m ² | 225 | | |
| 8 | OPSS 314, 501, 1010 | Granular 'B' Type II Bedding below Culvert including Compaction | tonne | 200 | | |
| 9 | OPSS 314, 501, 1010 | Granular 'A' Bedding below Culvert including Compaction | tonne | 75 | | |
| 10 | OPSS 314, 501, 1010 | Granular 'B' Type II Backfill (imported) to Roadway Sub-base Elevation (including Compaction) | tonne | 2325 | | |
| 11 | OPSS 314, 501, 1010 | Granular 'B' Type II Backfill to top of Culvert (including Compaction) | tonne | 950 | | |
| 12 | OPSS 314, 501, 1010 | 150mm thick Granular 'A' Roadway Base including Compactions | Tonne | 275 | | |
| 13 | OPSS 314, 501, 1010 | 300mm thick Granular 'B' Type II Roadway Sub-base including Compaction | tonne | 550 | | |
| 14 | OPSS 511 | Maximum 1500mm thick layer of Blast rock placed/pushed into subgrade prior to granular bedding placement | tonne | 150 | | |
| 15 | OPSS 511 | 300mm thick Riverstone Rock Protection in Stream | m ² | 50 | | |
| 16 | OPSS 511 | 300mm thick R-50 Rip-Rap over geotextile on embankments | m ² | 100 | | |
| 17 | OPSS 721 | Steel Beam Guiderail, OPSD 912.130 | m | 92 | | |
| 18 | OPSS 732 | Supply and install Sequential Kinking Terminal End Treatments, OPSD 922.180 | each | 2 | | |
| 19 | OPSS 721 | Supply and install leaving End Treatment OPSD 912.235. | each | 2 | | |
| 20 | OPSS 802, 804 | Site Restoration (including topsoil, seed and mulch) | | | LUMP SUM | |
| SECTION G Sub-Total | | | | | | |
| SECTION H : STRUCTURAL | | | | | | |
| 21 | OPSS 510 | Remove 2 existing 1,800m diameter x 6m long structural plate corrugated steel pipe and 1,900mm span x 2,100mm rise x 13m long cast-in-place concrete box culvert | | | LUMP SUM | |
| 22 | OPSS 421 | Design, Transport and Supply and Install New Single 2,690 (Span) x 2,080m (Rise) polymer coated corrugated steel pipe arch culvert (25.3m long) | | | LUMP SUM | |



| Item No. | Spec | Item | Unit | Estimated Quantity | UNIT RATE | TOTAL PRICE |
|----------------------------|----------|---|----------------|--------------------|-----------|-------------|
| 23 | OPSS 421 | Design, Transport and Supply and Install Galvanized Steel Sheet Pile Cut-Off Walls at each end | | LUMP SUM | | |
| 24 | OPSS 421 | On-site technical assistance (culvert manufacturer's representative) during installation of culvert and cut-off walls | | LUMP SUM | | |
| 25 | 6.5 | Supply and Install Welded Wire Retaining Wall including Geotextile | m ² | 130 | | |
| SECTION G Sub-Total | | | | | | |
| TOTAL Table 2 | | | | | | \$ |

| | |
|---|----|
| TOTAL TABLE 1 | \$ |
| TOTAL TABLE 2 | \$ |
| TOTAL TENDER PRICE (HST Excluded) <i>(Transfer to page 65, Bid Submission form)</i> | \$ |
| GRAND TOTAL | \$ |
| /100 | |
| <i>Insert Dollars in words above</i> | |



KEY PERSONNEL

The following is a list of personnel who will actively supervise the work if we are awarded the Contract, with a record of each person's experience, knowledge and ability. It is understood that the Work will be directed by the listed personnel and that no change can be made without the prior written approval of the City.

| <u>NAME/TITLE</u> | <u>QUALIFICATIONS/EXPERIENCE</u> |
|--------------------------|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |



Ontario Regulation 429/07:
Appendix A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE
TRAINING ACKNOWLEDGEMENT FORM
for Contractors and Third Party Providers to
The Corporation of the City of Clarence-Rockland

Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

6. (1) Every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:
 1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise.
 2. Every person who participates in developing the provider's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

We acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>. We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

 Name of Contractor or Third Party Provider

 Signature of Authorized Signing Officer

 Printed Name of Person Above

 Date

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND





Appendix B – NOTICE OF “NO BID”

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. _____
- 2. We cannot supply to the specification _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these goods/services in the future? Yes_____ No_____

Company_____

Address:_____

Phone:_____ Fax:_____

Signature:_____ Title:_____

Name:_____ Date:_____

(Print)



Appendix C – CONTRACTOR / VENDOR PERFORMANCE EVALUATION



**City of Clarence-Rockland
VENDOR PERFORMANCE MANAGEMENT
CONTRACTOR EVALUATION**

copy of the completed evaluation should be placed in the project file and sent to the VPM Coordinator.

| | | | |
|---|--|---|--|
| City Project Manager | | Contract # | |
| Evaluation Type (please select one) | | | |
| Interim <input type="checkbox"/> | | Final <input checked="" type="checkbox"/> | |
| Vendor Name | | Vendor Project Manager | |
| | | | |
| Vendor Site Superintendent | | Vendor Project Team/Subcontractors | |
| | | | |
| Project Completion Date | | VPM Debriefing Date | |
| City Representatives in Attendance (at debriefing) | | Vendor Representatives in Attendance (at debriefing) | |
| | | | |

| Performance Indicator - Weighting: 15 | Description | (X) | Points | Rating | Comments |
|--|--|-----|--------|--------|----------|
| 1. PROJECT MANAGER (How well the Contractor managed the project in regards to scope, schedule, budget, and risk. Was the Contractor project manager organized, prompt and did they communicate with City staff and the Contract Administrator effectively and in a timely manner, both verbally and in writing? Were documents submitted on time? Did the project manager | 100 % Outstanding Project Management - above normal standard. | | 15.00 | 0.00 | |
| | 85% Appropriate Project Management that exceeds normal standard in some areas; no significant problems with project management. | | 12.75 | | |





| | | | | | | |
|---|-----|--|--|-------|--|--|
| communicate and manage his staff and Sub-Contractors effectively? Did the project manager deal with city staff and the CA in a respectful and professional manner? Were issues dealt with quickly and efficiently in consultation with the project team?) | 70% | Satisfactory Project Management. Most project management tasks were performed according to industry standard. | | 10.50 | | |
| | 50% | Many issues with Project Management that impacted scope, schedule and/or budget. Several communication problems. | | 7.50 | | |
| | 25% | Serious Project Management problems that negatively affected the overall Project. Poor communication | | 3.75 | | |

| Performance Indicator - Weighting: 10 | Description | (X) | Points | Rating | Comments |
|--|-------------|--|--------|--------|----------|
| 2. SUPERVISION (The extent to which the Site Supervisor managed the site. Did the site super have a thorough understanding of the construction drawings and specs? Did the site super maintain good records on site including site instructions, change notices, as-builts? Did the site super provide good supervision to staff and sub-contractors? Was the work on site done efficiently according to the project schedule? Was the site super respectful and professional in dealing with city staff and consultants? Did the site super coordinate the required inspections?) | 100% | Outstanding supervision of site. Proactive approach to project and timely issue management. | | 10 | 0.00 |
| | 85% | Consistent, qualified and coordinated supervision. Issue management completed in a timely and appropriate fashion. | | 8.5 | |
| | 70% | Satisfactory supervision with some issues. Issues were corrected in a reasonable time frame. | | 7 | |
| | 50% | Supervision of site needs improvement. Inconsistency in approach; slow to respond to identified issues. Negatively impacted project scope, schedule and/or budget. | | 5 | |
| | 25% | Multiple interventions required to bring supervision to adequate level. Unresponsive to identified issues. Ignored project scope, schedule and/or budget. | | 2.5 | |

| Performance Indicator - Weighting: 15 | Description | (X) | Points | Rating | Comments |
|--|-------------|--|--------|--------|----------|
| 3. QUALITY (Finished product meets the defined standards for quality assurance in Contract Specifications; product delivered within project scope and in expected condition; Very few deficiencies were noted during site inspections; deficiencies were corrected promptly) | 100% | Above average to extraordinary workmanship; | | 15.00 | 0.00 |
| | 85% | Some areas exceed normal standard and expectations; remainder of items delivered satisfactorily. | | 12.75 | |
| | 70% | Acceptable workmanship; Average number (Less than 10% of the items) of deficiencies for project type. | | 10.50 | |



| | | | | | |
|-----|--|--|------|--|--|
| 50% | Below average workmanship. Above average number (Between 10% and 30% of the items) of deficiencies. | | 7.50 | | |
| 25% | Poor workmanship. Numerous deficiencies. (More than 30% of the items) | | 3.75 | | |

| Performance Indicator - Weighting: 15 | | Description | (X) | Points | Rating | Comments |
|--|-------|---|-----|--------|--------|----------|
| <p>4. HEALTH AND SAFETY (Contractor submits an appropriate Health and Safety Plan, and ensures adequate and proper safety procedures followed. Adequate safety fencing. Traffic control meeting specified standards. Adherence to Ministry of Labor standards. Notice of Project is posted in site trailer. Regular lunchbox meetings are held with workers and minutes recorded. Site is clean, adequate housekeeping. Equipment is in good working condition. Site is safely accessible by all.)</p> | 100 % | Outstanding Health and Safety; exceeds OHSA standard. | | 15.00 | 0.00 | |
| | 85% | Commendable Health and Safety; meets OHSA standard and exceeds in some areas. | | 12.75 | | |
| | 70% | Acceptable Health and Safety; meets OHSA standard. | | 10.50 | | |
| | 50% | Multiple Health and Safety concerns. Several items not meeting OHSA standard(s). | | 7.50 | | |
| | 25% | Significant Health and Safety concerns identified; Little to no effort made by Contractor to meet OHSA standard(s). | | 3.75 | | |

| Performance Indicator - Weighting: 10 | | Description | (X) | Points | Rating | Comments |
|--|-------|---|-----|--------|--------|----------|
| <p>5. CO-OPERATION, COMMUNICATION, AND PUBLIC/CLIENT RELATIONS (Degree of co-operation with City project manager, city officials, consultants, inspectors, public utilities, and other agencies. Contractor's consideration of and communication with general public, motorists, residents, and community associations. Professional verbal and written communication)</p> | 100 % | Co-operative and proactive response to City and resident concerns. Innovative communications with public and/or City staff. | | 10 | 0.00 | |
| | 85% | Co-operative and timely response to City and resident concerns. At times, communication exceeds expected standard. | | 8.5 | | |
| | 70% | Satisfactory response to City and resident concerns; Contractor involved in developing solutions and ensures prompt and appropriate action. | | 7 | | |
| | 50% | Public/Client Relations needs improvement. Management of issues slow and inconsistent. Communications with public and City have minor issues. | | 5 | | |



| | | | | | | |
|--|-----|--|--|-----|--|--|
| | 25% | Unacceptable Public/Client Relations; Issue Management is slow, inconsistent, uncooperative. Communication(s) with the public and City are strained. | | 2.5 | | |
|--|-----|--|--|-----|--|--|

| Performance Indicator - Weighting: 10 | | Description | (X) | Points | Rating | Comments |
|--|-------|---|-----|--------|--------|----------|
| <p>6. COST CONTROL (Project delivered within budget. Invoices presented in a clear manner and submitted on time. Change Notices reasonably priced, with appropriate breakdown and backup, and submitted in a timely manner. Contractor is proactive in reviewing the drawings and site conditions to mitigate certain changes. No unwarranted claims submitted.)</p> | 100 % | Outstanding cost control. Reasonable pricing on Change Orders and Extra Work and processed in an expedited manner. | | 10 | 0.00 | |
| | 85% | Cost Control was consistent and exceeded expectations on some occasions. Change Orders and Extra Work were priced fairly and processed efficiently. | | 8.5 | | |
| | 70% | Consistent and fair pricing on Change Orders and Extra Work. Prompt receipt of Change Orders. | | 7 | | |
| | 50% | Inconsistent and/or unfair pricing on Change Orders and Extra Work. Change Orders priced and received in a reasonable time. | | 5 | | |
| | 25% | Multiple occasions of inconsistent and/or unfair pricing on Change Orders and Extra Work. Change Orders processed slowly. | | 2.5 | | |

| Performance Indicator - Weighting: 10 | | Description | (X) | Points | Rating | Comments |
|--|-------|---|-----|--------|--------|----------|
| <p>7. SITE MANAGEMENT (Site is clean, accessible and safe. Degree of care taken when handling and storing materials, where applicable. Material storage area is fenced from the public. Site trailer is in good condition and adequate for its purpose (site super work area, drawing table, meeting area, etc.). Minimal to no adverse impact on ongoing facility operations, including timely isolation requests, where applicable. Traffic Control plan meets project requirements. Adherence to Contract provisions and restrictions.)</p> | 100 % | Outstanding site management; site is clean, accessible and traversable by all transportation modes at all times. | | 10 | 0.00 | |
| | 85% | Minimal direction from City required in regards to Site Management; Issues resolved promptly and to standard. | | 8.5 | | |
| | 70% | Satisfactory Site Management; Some instances of site not being tidy, accessibility issues and/or improper equipment storage. Issues resolved to standard. | | 7 | | |



| | | | | |
|-----|--|--|-----|--|
| 50% | Site Management needs improvement. Multiple instances of site accessibility issues, site not being tidy and/or improper equipment storage. Some instances of issues not brought to satisfactory resolution. | | 5 | |
| 25% | Considerable delay(s), public and/or operations inconvenienced; site not accessible; multiple directions and pressure exerted by City and issues not brought to satisfactory resolution. Multiple infractions of Contract provisions and restrictions. | | 2.5 | |

| Performance Indicator - Weighting: 15 | | Description | (X) | Points | Rating | Comments |
|--|-------|---|-----|--------|--------------|----------|
| 8. SCHEDULE MANAGEMENT(Amount of effort required in order to deliver the project on time. Contractor worked in an efficient manner. Subcontractors hired on time. Shop drawings submitted expeditiously. Supplies and materials ordered on time. Permits obtained on time. Contractor submitted a detailed project schedule in gantt format prior to project start, and updated on a regular basis. Contractor provided 3-week look ahead schedules during construction) | 100 % | Delivered ahead of schedule | | 15.00 | 0.00 | |
| | 85% | Delivered on schedule | | 12.75 | | |
| | 70% | Delivered on schedule with significant effort required by Contractor, and some cases city staff, to achieve timelines | | 10.50 | | |
| | 50% | Schedule slippage but some effort made by Contractor to try to achieve timelines | | 7.50 | | |
| | 25% | Schedule slippage; little to no effort made by Contractor to achieve project timelines | | 3.75 | | |
| FINAL CONTRACTOR RATING % | | | | | 0.00% | |

Overall Comments

| Rating Guide | |
|-------------------|--------|
| Outstanding | 90-100 |
| Commendable | 80-89 |
| Satisfactory | 70-79 |
| Needs Improvement | 50-69 |
| Not Acceptable | <49 |

| | |
|--|-------------|
| | |
| Signature - City Representative | Date |



Appendix D – Agreement to Bond
AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for

(Name of Contractor)

in bonding totalling fifty percent (50%) of the Contract amount, and conforming to the Instruments of the Contract Attached hereto, for the full and due performance and maintenance of the works shown as described herein, if the Tender for Contract No. F18-INF-2018-001 is accepted by the Corporation of the City of Clarence-Rockland

It is a condition of this agreement that, if the above mentioned Tender is accepted, application for the required Performance Bond shall be made to the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, 2018

(Company Seal)

Name of Bonding Company

Signature of Authorized Person
Signing For Bonding Company

Position



Appendix E – COURTESY LABEL

From:



BID SUBMISSION
Tender Number F18-INF-2018-001
Lacasse Road Slope Rehabilitation
And Culvert Replacement

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., APRIL / 10 / 2018

