



**REQUEST FOR TENDER
for the provision of service for**

**Supply and Installation of Traffic Barrier
and Various Fencing**

Tender Information No. RDS 17-009

Issue Date: March, 24, 2017

Site Visit: No Site Visit Required

Closing Date: April 20 @ 12:00:00 noon local time

Opening Date: April 20 @ 1:45 pm, Minden Hills Boardroom

Address: Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0

Attention: Travis Wilson, Road Superintendent

**Last Day for
Inquiries:** April 17, 2017

Bidder Information

Name/Company: _____

Address: _____

**LATE TENDERS WILL NOT BE ACCEPTED.
THE LOWEST OR ANY TENDER MAY NOT NECESSARILY BE ACCEPTED.**

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| 1.0 GENERAL CONDITIONS |
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1.1 Tender Handling

The handling of the Tender document(s) will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this Tender document.

1.2 Tender Submission Mandatory Requirements

All Tenders must be completed in hard copy and submissions must include all Appendices attached to the RFT document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be tendered according to instructions contained within the Tender Documents.

- Appendix A - Detailed Criteria
- Appendix B - Experience, References & Contingencies
- Appendix C - Suppliers & Subcontractors
- Appendix D - Bidder Information
- Appendix E - Declaration & Addenda Form
- Appendix F - Accessibility Regulations for Contracted Services
- Appendix G - Health & Safety Declaration
- Appendix H - Price, Detail & Warranty Schedule
- Appendix I - Guarantee of Performance/Cancellation Acknowledgement
- Appendix J - Agreement Acknowledgment
- Appendix K - General Special Provisions
- Appendix L - Special Provisions for Items and Project Location
- Appendix M - Delivery Notice

Tenders must be submitted in a sealed envelope with Appendix M - Delivery Notice, completed and affixed to the outside. Tenders can be submitted by mail, placed in the municipal drop box located at the Administration building, hand delivered to the front counter of the Finance Department, the 2nd floor front counter or electronically as specified in the Tender Document.

Bids received after the official closing time will not be considered during the selection process.

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted for this Tender.

It is the responsibility of the Bidder to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Tenders that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected as per the Township's Procurement Policy.

1.3 Definitions

"Bidder/Contractor" Refers to any eligible entity providing a Tender.

"Corporation/Owner/Township" Refers to the Township of Minden Hills.

"Form of Tender/Tender" Refers to this document and its processes.

"Successful Bidder" Refers, in the event of an award, to the selected Bidder.

1.4 Tender Closing

Tenders must be received by the Township of Minden Hills on/before **12:00:00 noon local time on April 20, 2017.**

In the event that an emergency, staff labour disruption or inclement weather forces the suspension of services of the Township, by closing of the office, the Request for Tender shall become due on the next business day at 11:00 am, local time, after the original closing date and time.

A Tender received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new Tender Package submission and due before the amended closing date and time. Call 705-286-1260 ext. 313 for information in the event of a suspension of service for any additional information.

1.5 Tender Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden 2nd Floor, Boardroom on **April 20, 2017 at 1:45 pm.** The

Successful Bidder will be notified when Council considers the Tender results at their Regular Council meeting scheduled for May 25, 2017 or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Tenders

A Bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for the Tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this contract.

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

1.7 Examination of Tender Documents

Each Bidder must satisfy himself/herself by a personal study of the Tender documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed goods/services. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this request for Tender.

Prices bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the Tender. No extra work will be entertained without prior Township approval. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

1.8 Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the Tender Documents, or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

1.9 Addenda

If required by the Township, addenda will be distributed to all bidders registered as a document taker for this bid. Addenda will be distributed using the latest

contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Township of any changes to their contact information. If the Tender was acquired via the Township website it is the Bidder's responsibility to check the Township website at www.mindenhills.ca for addenda. It is the Bidder's ultimate responsibility to ensure all addenda have been received.

Bidders are required to acknowledge receipt of addenda on Appendix E - Declaration & Addenda Form.

1.10 Acceptance or Rejection of Tender

1.10.1 The Township reserves the right to reject any or all Tenders and to waive formalities as the interests of the Township may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Tender:

- a) When only one (1) Tender has been received as result of the Tender call;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods/services;
- c) When all Tenders received fail to comply with the specifications or Tender terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest or any Tender will not necessarily be accepted. The acceptance of a Tender will be contingent upon an acceptable record of ability, experience and previous performance.

1.10.2 The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Township of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender document.

1.10.3 Each Tender shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing.

1.10.4 Where the Tender document does not state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

1.11 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Bidder that their Tender has been accepted, within **sixty (60)** calendar days of the Tender closing or within 3 business days from receiving council approval, whoever is shortest.

Notice of acceptance of Tender will be by telephone, email and/or by written notice. Bidder shall confirm acknowledgement of awarded Tender notice.

Immediately after acceptance of the Tender by the Township, the Successful Bidder shall provide the Township with any required documents within fourteen (14) calendar days of the date of notification of award.

Commencement and completion dates may be altered if mutually agreed to by the Township of Minden Hills and the Successful Bidder.

1.12 Indemnification

The successful Respondent shall indemnify and hold harmless The Township, 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 Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Bidders' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Bidder, its agents, officials and employees.

1.13 Ability and Experience of Bidder

It is not the purpose of the Township of Minden Hills to award this contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

The following criteria will be utilized by the Township, through references provided in Appendix B – Experience, References & Contingencies, to determine whether a Bidder is qualified to undertake the award;

- The Bidder's ability and agreement to supply the goods/services.
- The Bidder's ability to work effectively with the Townships' staff and other representatives.
- The Bidder's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Bidder is not able to supply the goods/services in a manner satisfactory to the Township.

1.14 Variation of Quantities

The Township of Minden Hills reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this Tender.

1.15 Occupational Health & Safety

The Successful Bidder must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand. The following Language, requirements and conditions shall be included in all agreements with selected Bidders (and sub-selected Bidders) engaged by or on behalf of the Corporation of the Owner:

Where applicable under the Occupational Health & Safety Act (OHSA) (R.S.O. 1990 C.0.1) and regulations, made under that statute:

- a. Selected Bidders acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The selected Bidder shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Bidder agrees to assume full responsibility for the enforcement of same.
- c. The selected Bidder 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.
- d. The selected Bidder shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The selected Bidder shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Bidders health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Bidder acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Bidder or any of its sub-selected Bidders may invalidate the contract.
- h. The selected Bidder acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the selected Bidder or any of its sub-selected Bidders will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the bidder under this contract or any other contract whatsoever.
- i. The selected Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents

or devices or equipment producing or omitting physical agent 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 Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful selected Bidder shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Bidder shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Bidder shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Bidder 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 Owner.
- n. Selected Bidders with known poor safety records or with inadequate qualifications or equipment will not be considered for award.
- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All subcontractors employed by the Successful Bidder to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

1.16 Workplace Safety Insurance Board (WSIB)

All Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board* on Appendix A – Detailed Criteria.

The Successful Bidder shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that you do not require the coverage must be provided to the Township within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

WSIB coverage must remain in effect for the duration of the project as per the terms of this Tender.

1.17 Insurance Requirements

Bidders will acknowledge their ability to provide proof of insurance in accordance with this tender document, identified in Appendix A – Detailed Criteria.

The Successful Bidder shall, at all times prior to commencing construction until total completion, effect, maintain and keep in force, at its sole cost and expense the following coverages:

Commercial General Liability insurance applying to all operations of the Successful Bidder which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's & contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. Such policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include **the Corporation of the Township of Minden Hills** as an additional insured.

All Risk Property insurance coverage for construction machinery, tools, equipment and temporary facilities used by the Successful Bidder for the performance of the work.

Automobile Liability insurance for all licensed vehicles owned, rented and/or leased by or on behalf of the Successful Bidder or its contractor(s) while on any business connected with the Successful Bidders Work to a limit of not less than Two Million Dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Successful Bidder shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease

The certificate must be provided to the Township within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest. Failure to submit the requested insurance certificate by the

Successful Bidder shall result in a withdrawal of the contract by the Township.

Insurance must remain in effect for the duration of the project as per the terms of this Tender. It will be the responsibility of the Bidder to provide the Township with any and all renewal certificates during this period.

1.18 Limited Liabilities

The Township's liability under this Tender shall be limited to the actual goods/services ordered and provided.

1.19 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Township.

1.20 Protection of Work & Property

The Successful Bidder shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of the goods/services. The Successful Bidder shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

The Successful Bidder shall ensure all goods/services provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

1.22 Accessibility

The Bidder, and any of its employees, must ensure that the goods/services provided are accessible to all potential users, including older people and people with disabilities. Where feasible, it should:

- Be technically accessible, in that it is possible for all users to access all information and functionality;
- Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

Refer to Appendix F - Accessibility Regulations for Contractors for information about accessibility principles and guidelines from the *Accessibility for Ontarians*

with Disabilities Act, 2005 (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR).

1.23 Agreement

The Township reserves the right to cancel the awarding of any Tender in the event that both parties are unable to agree to the terms of the contract within ten (10) days, or the commencement of the project, whichever is shortest. Please also refer to Appendix J – Agreement Acknowledgement.

In the event that your Tender is accepted by Council and confirmed by a letter from the Township, the Tender and the acceptance by Council shall constitute a binding contract between the Tenderer and the Township, and the successful Tenderer shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Tender documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Tender.

1.24 Assignment of Contract

The Successful Bidder shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

1.25 Cancellation of Contract

1.25.1 The Township reserves the right to immediately terminate the Contract awarded to the Successful Bidder, or part thereof, at its own discretion, including but not limited to such items as non- performance, late deliveries, inferior quality, pricing problems, etc.

1.25.2 It is agreed by the Parties to the Contract that in case all the work called for under this contract is not completed by the date specified, or as extended at the discretion of the Township, a loss or damage will be sustained by the Township. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss damage which the Township will suffer in the event of and by any reasons of such delay and the Parties hereto agree that the Bidder will pay to the Township, the sum of Five Hundred dollars (\$500.00), as liquidated damages for each and every calendar days delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

- 1.25.3 The Bidder shall not be assessed with liquidation damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.
- 1.25.4 The Township shall not be liable to the Bidder for loss of anticipated profit on the cancelled portion or portions of the work.

1.26 Governing Laws

This Tender and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

1.27 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the Tender submission.

All written Tenders received by the Township become a public record once a Tender is deemed complete by the Township. All information contained in the Tender document is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township of Minden Hills Council to carry out the responsibilities of the Act.

1.28 Tender Package Submissions Information Release to Other Bidders

The number of Tenders received and the names of the Bidders are confidential and shall not be divulged prior to the public Tender opening.

2.0 Specific Conditions

2.1 Award

It is the intention of the Township to award this Tender to only one (1) qualified Bidder. The lowest or any Tender may not necessarily be accepted.

2.2 Multiple Submissions

Bidders wishing to offer more than one (1) submission for consideration must complete a separate Tender document for each separate offer and clearly identify each submission as a separate offer.

2.3 Delivery & Execution of Work

- 2.3.1 The Successful Bidder may commence work no earlier than June 1, 2017. All work must be completed by October 1, 2017.

Once work has commenced, the Successful Bidder shall ensure continuous operations to minimize disruption to the public and minimize damage caused by traffic to the opened road.

Prior to commencing the work, the Successful Bidder, Road Superintendent or designate, shall meet for a Pre-Start meeting.

The **Pre-Start Checklist** must be signed by an authorized representative of the Successful Bidder and designate for the Owner, prior to the start of any work being undertaken.

The Successful Bidder is responsible for any inspections and/or permits required.

2.4 Manufacturer's Specifications

Bidders shall include with their Tender submission the full manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

2.5 Warranty

The Tender submission shall include a brief summary covering materials and workmanship on Appendix H – Price, Detail & Warranty Schedule. Additional warranty and/or guarantee information may be included separately.

If the product needs to be returned to the supplier for warranty work, it will be at full cost to the Successful Bidder. Warranty work will be performed at the closest dealer.

2.6 Equivalent

Where applicable, the Township has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the good/service. In some instances, the Township would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Township is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Township and will be identified in Appendix A – Detailed Criteria.

Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Bidders must submit based on the specified item and, without substitution.

2.7 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Please tender all prices “HST Extra”.

2.8 Terms of Payment

- 2.8.1** Payment will be made in response to the Successful Bidder’s invoice to the Township. The Township will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Road Superintendent or their designate.

Unless otherwise stated herein, the Township’s normal terms of payment will be net thirty (30) calendar days from the receipt of goods/services or the date of invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

2.9 Tender Selection

2.9.1 Evaluation Stages and Total Evaluation Points Available

The Township of Minden Hills will conduct the evaluation of Tenders in three (3) stages as follows:

Stage 1 – RFT Review (pass/fail)

A review will be undertaken to determine if the submitted Tender complies with all the mandatory requirements (inclusion of all Appendices and compliance with the submission requirements and deadline).

Tenders that do not comply with the mandatory requirements may, subject to the reserved rights of the Township of Minden Hills and the Township’s Procurement Policy, be disqualified and not evaluated further.

All Bidders shall meet the mandatory requirements of Appendix A – Detailed Criteria and submit with this tender proof of meeting these requirements.

Stage 2 – Rated Criteria (20 points)

Stage 2 will consist of a scoring by the review committee of each qualified Tender on the basis on the information provided in Appendix B – Experience, References & Contingencies.

The following is an overview of the categories and weightings for the Stage 2 Criteria of the RFT:

| Criteria | Maximum Points |
|---|----------------|
| Ability & Experience of Bidder (Appendix B) | 20 |
| Total Points | 20 |

Stage 3 – Evaluation and Pricing (80 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix H – Price, Delivery & Warranty Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed. Only those Bidders who move forward from Stage 2 will be scored here.

Each Bidder will receive a percentage of the total possible **80** points allocated to price by dividing the Bidder's price into the lowest Tender of the short-listed Bidders.

For example, if the lowest Tender price is \$120.00, that Bidder received 100% of the points ($120/120 = 100\%$), or **80** points. A Bidder who Tenders \$150 receives 80% of the possible points ($120/150 = 80\%$) or **64** points. A Bidder who Tenders \$240 receives 50% of the possible points ($120/240 = 50\%$) or **40** points.

Bidders should be aware that this is a “gated process”. Tenders will be initially evaluated on non-price based criteria first. From there, the highest scoring Tenders will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

2.9.2 Total Evaluation Points Available

Overall, a Bidder may receive a maximum of **100** Evaluation points as follows:

| Criteria | Maximum Points |
|---|----------------|
| Stage 1 - Compliance with Submission Requirements | Pass/Fail |
| Stage 2 - Rated Criteria | 20 |
| Stage 3 - Pricing | 80 |
| Total | 100 |

2.10 Inquiries

Inquiries concerning the Tender specifications general Tender process are to be directed to:

Shannon Prentice
Deputy Clerk/Administrative Assistant
(705) 286-1260 ext. 313
sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated as outlined in section 1.9 of this document, as a Request for Tender Addendum to all registered document takers who have received the Request for Tender document from the Township.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

3.0 Tender Specifications

3.1 Overview

The Township of Minden Hills is seeking a competent contractor to perform the removal and installation of; traffic barrier and a page-wire fence.

3.2 Scope of Work

Without limiting the generality of the Contract, the work comprising this Contract consists of, but is not necessarily limited to, the following:

ROADS DEPARTMENT

- The removal and replacement Three Cable Guide Rail – 350m
- The supply and installation of Steel Beam Guide Rail including extruders – 65m
- The removal and replacement of a page wire fence and steel gates surrounding a public works yard– 80m

ENVIRONMENTAL/PROPERTY DEPARTMENT

- The removal of existing double swing gates to Landfill
- The installation of double swing gates to Landfill

See Appendix L - Special Provisions for Items and Project Locations

3.3 Bidder Experience

The Contractor shall complete Appendix “B” – Experience, References & Contingencies, that outlines and defines their technical competence, experience

on similar projects, proven performance, and availability of dedicated, experienced personnel for the duration of the project, ability to perform within time constraints, location and/or local knowledge, professional independence/integrity and managerial ability.

3.4 Bidder Responsibilities

The Bidder shall satisfy themselves by personal examination of the site and by such other means, as they may prefer as to the actual conditions and requirements of the work.

3.5 Utilities

Further to section 3.4, Bidders must be cognizant of the presence of utility pole lines, overhead wires, and buried cables adjacent to and/or on this Contract. Information on the removal or relocation of these utilities and/or protection thereof may be obtained from the Owner or from the Utility Agencies concerned. As per the OHSA, the contractor shall have located performed during all forms of underground work.

3.6 Pricing Requirements

Bidders shall provide pricings as per the requirements of Appendix H- Price, Delivery and Warranty Schedule and Appendix L – Special Provisions for Tender Items. Bidders shall also submit pricing for the provisional items included in the tender document. The Township reserves the right to decline the provisional item(s).

3.7 Site Visit

Bidders are encouraged to inspect the sites to ensure they are informed of site conditions. A non-mandatory Site Visit can be scheduled by contacting the Road Superintendent, Travis Wilson, directly at twilson@mindenhills.ca. At this meeting, the Township's Road Superintendent will be available to discuss the project and answer specific questions about the scope of the work

3.10 General Instructions

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Bidder's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Bidder's Compliance box.

Where an item allows for an “Alternative” to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Bidder’s Compliance box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Bidder’s responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

APPENDIX "A"
Detailed Criteria

****MANDATORY COMPLETION****

All Bidders are required to successfully meet the mandatory requirements described in the following table as per Section 2.9.1, Stage 1 of the Tender document.

| Specification | | Mandatory/ Optional/NA | Bidder's Compliance (must be included in submission) |
|---------------|---|---------------------------|--|
| 1 | WSIB Account #: _____ | Mandatory | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2 | Product/Workmanship Warranty as per section 2.5 of the RFT. | Mandatory | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3 | Site Visit as per section 3.9 of the RFT. | Optional | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4 | One (1) additional hardcopy of the completed Tender document submitted. (NOTE - One (1) hardcopy is mandatory). | Preferred | Yes <input type="checkbox"/> No <input type="checkbox"/> |

WSIB and Insurance Acknowledgement

By signing below, I _____, acknowledge that

Name of individual

_____ has the ability to provide the requested WSIB, or proof

Name of company

of exemption of coverage, and Insurance certificate(s) in accordance with this proposal document.

Signature

Date

APPENDIX "B"
Experience, References & Contingencies
****MANDATORY COMPLETION****

Three (3) references and a contingency plan must be provided for the purpose of assessing the Bidder's ability and experience.

A maximum of 20 Points may be awarded.

| References | |
|-------------------------|--|
| 1 | <p>Reference No.1 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.2 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.3 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> |
| Contingency Plan | |
| 2 | <p><i>Please provide details on a contingency plan to be implemented by the Successful Bidder in the event of services disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</i></p> |

Senior Staff

3

Please provide details on the Senior Staff that will be responsible for overseeing the project

Staff No.1

Name:

Position:

Phone No.

Years of experience:

Role in this project:

Staff No.2

Name:

Position:

Phone No.

Years of experience:

Role in this project:

Staff No.3

Name:

Position:

Phone No.

Years of experience:

Role in this project:

APPENDIX "C"
Suppliers & Subcontractors
****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your tender submission. If there are none, please submit N/A.

| Suppliers |
|---|
| Supplier No.1 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied: |
| Supplier No.2 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied: |
| Contractors |
| Subcontractors No. 1 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted: |
| Subcontractors No. 2 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted: |

APPENDIX "D"
Bidder Information
****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

| | | |
|------------|---|--|
| 1. | Bidder's Contact Individual | |
| 2. | Office Phone # | |
| 3. | Toll Free # | |
| 4. | Cellular # | |
| 5. | Fax # | |
| 6. | E-mail address | |
| 7. | Website | |
| 8. | WSIB Account # | |
| 9. | HST Account # | |
| 10. | 1 st Emergency Contact Name | |
| 11. | 1 st Emergency Contact Phone # | |
| 12. | 2 nd Emergency Contact Name | |
| 13. | 2 nd Emergency Contact Phone # | |

APPENDIX "E"
Declaration & Addenda Form
****MANDATORY COMPLETION****

| | | | | |
|------------------------------|---|------|-------|-------------|
| For the provision of: | Supply and Installation of Traffic Barrier and Various Fencing | | | |
| As supplied by: | _____ | | | |
| | Firm Name | | | |
| | _____ | | | |
| | Mailing Address | City | Prov. | Postal Code |

| | |
|------------|--|
| To: | Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0 |
|------------|--|

The Bidder Declares:

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made;
2. No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This Tender submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender submission for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda:

| ADDENDUM # | DATE RECEIVED |
|--|---|
| | |
| | |
| <input type="checkbox"/> Check here if NO Addenda received | <input type="checkbox"/> Check here if website (www.mindenhills.ca) was checked for Addenda |

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2017

 PRINT NAME OF WITNESS

 PRINT NAME OF BIDDER

 SIGNATURE OF WITNESS

 SIGNATURE OF BIDDER

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

APPENDIX “F”
Accessibility Regulations for Contracted Services
****MANDATORY COMPLETION****

In accordance with *Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6*, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of Township of Minden Hills must meet the requirements of Ontario Regulation 429/07 with regard to training.

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service](#) (ASCS) and the [Integrated Accessibility Standards Regulation](#) (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

The online [Serve-Ability](http://curriculum.org/sae-en/) (<http://curriculum.org/sae-en/>) e-course includes the Province's ACSC and IASR training. It is easily available to contractors for free.

Training Records:

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

Accessible Procurement:

Under the General Requirement of the IASR, the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services,

self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

More information on these subjects can be found on our website at www.mindenhills.ca and can also be found from the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation, through [AccessON](http://www.accesson.ca), and available from the Ministry of Economic Development, Employment & Infrastructure's website – link provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

If you have questions please do not hesitate to contact your Contracting Authority.

Acknowledgement

I _____, confirm that I have read, understand and meet the requirements outlined in Appendix F - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

I further agree that all required training information will be provided to the Township if requested.

Signature

Date

APPENDIX "G"
Health & Safety Declaration Form
****MANDATORY COMPLETION****

All work performed under this Contract must be carried out in accordance with the terms and conditions of the *Occupational Health & Safety Act, R.S.O. 1990*, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out above and in section 1.15 of the RFT document, may result in the immediate cancellation of this contract.

I acknowledge that I understand my responsibilities under the *Occupational Health & Safety Act, R.S.O. 1990*, as amended, and agree that all workers under my employment will comply with this Act and all other applicable regulations.

Date

Bidder (please print)

Signature (Authorized Agent)

Company Name

APPENDIX "H"
Price, Delivery & Warranty Schedule
****MANDATORY COMPLETION****

1) Tender No. RDS 17-09: Supply and Installation of Traffic Barrier and Various Fencing

2) Date(s) of Execution of Goods/Services:

Work to commence no sooner than June 1, 2017 with completion by October 1, 2017

| Item No. | OPSS/ Spec. No. | Description | Unit | Qty | Unit Price | Total |
|--|---|---|-------------|------------|-------------------|--------------|
| 1. | SP | Mobilization / Demobilization | L.S. | 1 | | |
| 2. | SP OPSS 706 | Traffic Control | L.S. | 1 | | |
| 3. | OPSS 510 SP | Removal of 3CGR | m | 200 | | |
| 4. | OPSD 913.130 OPSD 913.131 OPSS 1503 OPSS 552 SP | Supply and Installation of 3CGR | m | 360 | | |
| 5. | OPSD 912.186 OPSS 552 SP | Supply and Installation of SBGR | m | 133 | | |
| 6. | OPSD 913.102 SP | Supply and Installation of Anchor Blocks | each | 3 | | |
| 7. | OPSD 922.532 SP | Supply and Installation of SBGR End Treatment | each | 2 | | |
| 8. | OPSD 912.256 SP | Supply and Installation of SBGR Leaving End Treatment | each | 2 | | |
| 9. | SP | Replacement of page-wire fence & gates | L.S. | 1 | | |
| 10. | SP | Removal and Installation of Gates | L.S. | 1 | | |
| Sub-Total Tender (excluding H.S.T.) | | | | | | |
| H.S.T. at 13% | | | | | | |
| Total Tender Price (Basis of Award) | | | | | | |

3) Warranty:

APPENDIX "I"
Guarantee of Performance/Cancellation of Contract
****MANDATORY COMPLETION****

It is agreed by the Parties to the Contract that in case all the work called for under this Contract is not completed by the date specified, or as extended at the discretion of the Township, a loss or damage will be sustained by the Township. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss damage which the Township will suffer in the event of and by any reasons of such delay, the Parties hereto agree that the Bidder will pay to the Township, the sum of **Five Hundred dollars (\$500.00)**, as liquidated damages for each and every calendar days delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix I – Guarantee of Performance/Cancellation of Contract.

Signature

Date

APPENDIX "J"
Agreement Acknowledgement
MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Bidder for the provision of the supply and installation of traffic barrier and various fencing, upon final approval from Council.

The following Tender document items will form part of the agreement document:

Contract Term, Tender document including all appendices, Scope of Work, Health and Safety, Workplace Safety Insurance Board (WSIB), Insurance Requirements, Cancellation of Contract, Limited Liabilities, Protection of Work & Property, Regulation Compliance and Legislation, Accessibility, Assignment of Contract, Cancellation of Contract, Contract Liquidated Damages, Terms of Payment, Warranty, Appendices A, B, C, D, E, F, G, H, I.

The Successful Bidder hereby acknowledges, by signing below, that any information included in the Tender submission, including the Tender document, Form of Tender, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement. The Township encourages the use of business/professional information only in all tender submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that your Tender is accepted by Council and confirmed by a letter from the township the Tender and the acceptance by Council shall constitute a binding contract between the Tenderer and the Township, and the successful Tenderer shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Tender documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Tender.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix J– Agreement Acknowledgement.

Signature

Date

APPENDIX "K"
General Special Provisions

1. References

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the O.P.S. General Conditions of Contract, November 2006. The O.P.S. General Conditions and Supplementary General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor's responsibility to obtain current copies of these documents.

2. Proof of Ability

The tenderer is required to show, in terms of experience and facilities, evidence of its ability to perform the work by the specified completion date. In addition, any proposed Subcontractor may be required to furnish like evidence.

3. Quantities

Quantities are shown as approximate they are not guaranteed to be accurate and are furnished without any liability on behalf of the Owner and shall be used as a basis for comparison only.

4. Damage by Vehicles and other Equipment

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

5. Dust Control/Suppression

In addition to the requirements outlines in Section GC 7.05 and GC 7.06 of O.P.S.S. General Conditions of Contract, prior to moving off the work site before each weekend, Public Holiday or any other non-working day, the Contractor shall erect all signs, barricades and lights so that they will remain in place and be operational during the period of absence. The roadway shall be graded to provide a smooth traveling surface wherein the Contractor shall apply water and calcium Chloride where necessary.

The Contractor shall provide the Contract Administrator with the names and telephone numbers of his Project Superintendent or other reliable supervisor whereby contact can be coordinated during the Contractor's absence from the site. Such person shall be responsible for the periodic inspection of the job during the Contractor's absence and shall check all signs, barricades, delineation and lights and carry out any restoration work that may be required of the road surface.

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 be a nuisance to commercial establishments or residents of the area where the work is being carried out.

The cost of all preventive and maintenance measures shall be borne by the Contractor including the application of water and/or calcium chloride as required for dust suppression.

6. Spills Reporting

Spills or discharge 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. 1990.

7. Restoration of Work Area

The Contractor shall restore all work areas to a state equal to or better than original conditions and to the satisfaction of the Contract Administrator. (ie: grass areas will be sodded, paved areas will be resurfaced etc.) Restoration work is not a final project task but an ongoing operation initiated as soon as backfilling and compaction operations permit. The Contractor is responsible for all costs associated with the restoration of the project site.

9. Layout

In addition to the requirements outlined in Section GC 7.02 of O.P.S.S. General Conditions of Contract, the Contractor shall be responsible for carrying out all grade checks required to ensure that horizontal and vertical grading tolerances are met. The Owner may conduct random grade checks to verify the Contractor's ability to ensure that grade tolerances are met. Re-grading to ensure minimum tolerances are met will be carried out at no additional expense to the Owner

10. Property Bars

The Contractor shall undertake all reasonable and necessary measures to protect the legal land survey monumentation within the project limits. The Contractor shall be responsible for all costs that may be incurred to have an Ontario Land Surveyor establish any property bar that may have been disturbed during the work of this Contract.

11. Protection of Public and Traffic

All traffic control procedures and devices shall conform to the requirements of the following references:

- The Ministry of Transportation - "Traffic Control Manual for Roadway Operations"
- The Ministry of Transportation - "Ontario Traffic Manual "

- Canadian Government Specification Standard 62-GP-11, as amended- Reflective Materials and Surfaces

The Contractor will be responsible for maintaining one lane of vehicular traffic. Barricades, warning signs, lights and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Contract Administrator.

The Contractor shall schedule Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. Excavations within 4.0m of the traveled land shall be backfilled with the specified material up to profile grade and compacted prior to ending operations each day.

Materials and equipment shall not be stored within 4.0m of the traveled portion of the roadway. Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any equipment or material, which in the opinion of the Contract Administrator constitutes a traffic hazard.

12. Traffic Protection Plan and Measures

In addition to the requirements outlined in Section GC 7.01 of O.P.S.S. General Conditions of Contract, the Contractor shall prepare detailed procedures for addressing the traffic protection requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/91 as amended by 143/99, 175/99 and 145/00 and they shall be provided to the Contractor's Workers, the Owner and the Contract Administrator.

The procedures must include protection for the Contract Administrator and/or Owner's personnel involved in surveying or inspection operations of the Contract.

The Contractor shall have competent workers trained in the installation and removal procedures of roadside operations, as provided for in the Ontario Traffic Manual Book 7 publication.

APPENDIX "L"
Special Provisions for Items

Project Locations

Item No. 3, 4 & 6

The proposed removal and installation of 3 cable guide rail is located between Highway #35 and Round Lake on Clear Lake Road.

Item No. 5, 7 & 8

The proposed installation of steel beam guide rail is located between civic address #430 & #462 Bobcaygeon Road, approximately 2.6Km North of the Village of Minden.

Item No. 9

This work entails the installation of approximately 75m L x 1.2m H of galvanized page wire fence at the Lutterworth Patrol Yard #11445 Hwy #35, Minden, ON

Posts shall be constructed using 150mm diameter cedar. The posts shall be spaced and buried to a depth that is capable of holding and maintaining tension throughout all seasons.

This work entails the installation of 2 - 4.8m L x 1.2m H, diamond 6 bar galvanized gates

Item No. 10

The proposed replacement of two swing gates is located at civic address #2038 Scotchline Road, Scotchline Land Fill, Minden, ON

Gates shall be 14' L and 7'6" H, posts shall be set in concrete and shall be buried to a depth adequate to maintain tension throughout all seasons and to prevent tampering of the gates.

Gates shall be supported by a rubber tire assembly and shall connect together with a locking mechanism.

APPENDIX "M"
Delivery Notice
****MANDATORY COMPLETION****

Complete and affix this delivery notice to your Tender submission envelope.

RFT No. RDS 17-09 Supply and Installation of Traffic Barrier and Various Fencing

Deliver To:

Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, ON
K0M 2K0
Attention: Shannon Prentice

Bidder's Company Name:

Received By: _____ at the Municipal Office,

On the _____ day of _____, 2017 at _____ am/pm

From: _____
(Name of Person or Organization Delivering Documents)

THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION