



**REQUEST FOR TENDER (RFT)**

For the provision of

**The Reconstruction of IGA Road**

<b>Tender Information</b>	<b>No. RDS RFT 20-04</b>
<b>Issue Date:</b>	May 11, 2020
<b>Site Visit:</b>	n/a
<b>Closing Date:</b>	Wednesday May 27, 2020 @ 12:00 noon
<b>Opening Date:</b>	Wednesday May 27, 2020 @ 1:00 PM
<b>Address:</b>	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
<b>Attention:</b>	Travis Wilson, Director of Public Works
<b>Last Day for Inquiries:</b>	Friday May 22, 2020
<b>Respondent Information</b>	
<b>Name/Company:</b>	_____
<b>Address:</b>	_____

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

**THE LOWEST OR ANY SUBMISSIONS MAY NOT NECESSARILY BE ACCEPTED.**

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## 2 General Conditions

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### 2.1 Definitions

**“Respondent”** Refers to any eligible entity providing a response to this RFP, RFQ, RFT, etc.

**“Corporation/Owner/Township”** Refers to the Township of Minden Hills.

**“Form of RFT”** Refers to this document and its processes.

**“Successful Respondent”** Refers, in the event of an award, to the selected Respondent.

**“Work or the provision of Goods and/or Services”** Refers to the scope of work, and specifications outlined in this RFT.

### 2.2 Handling

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

### 2.3 Submission Mandatory Requirements

All submissions must be completed in hard copy and must include all Appendices attached to this 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 responded to according to instructions contained within this document(s).

- Appendix A - Submission Requirements
- Appendix B - Evaluation Criteria
- Appendix C - Experience, References & Contingencies
- Appendix D - Suppliers & Subcontractors
- Appendix E - Respondent Information
- Appendix F - Declaration Form
- Appendix G – Price & Delivery Schedule
- Appendix H - Guarantee of Performance/Cancellation of Contract
- Appendix I - Agreement Acknowledgement
- Appendix K – Supplementary Specifications
- Appendix L - Delivery Notice

Responses must be submitted in a sealed envelope with Appendix L - Delivery Notice, completed and affixed to the outside. Responses 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 2<sup>nd</sup> floor front counter or electronically as specified in this document(s).

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

Responses shall be submitted electronically, as specified below:

**IMPORTANT** – Due to the current COVID-19 pandemic, the Township will only be accepting digital submissions. Submissions are to be in PDF format, emailed to;

- Travis Wilson, Director of Public Works at [twilson@mindenhills.ca](mailto:twilson@mindenhills.ca),
- Shannon Prentice, Deputy Clerk at [sprentice@mindenhills.ca](mailto:sprentice@mindenhills.ca), and
- Lorrie Blanchard, CAO/Treasurer at [lblanchard@mindenhills.ca](mailto:lblanchard@mindenhills.ca)

Submissions must include the RFP number and Respondent's name the Subject Line.

**Example:** *CONFIDENTIAL Submission re: RFT #ENV 20-03 – Name of Respondent*

Should a Respondent have submitted their tender through mail; you will be required to resubmit your proposal as described above.

The respondent warrants that all contents of their proposal are complete and accurate.

It is the responsibility of the Respondent 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.

Late proposals will not be considered. \*Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) Late proposals will be returned unopened to the respondent. Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFT. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

## **2.4 Manufacturer's Specifications**

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

## **2.5 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 goods and/or services. 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.

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

## **2.6 Harmonized Sales Tax (HST)**

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

## **2.7 Multiple Submissions**

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

## **2.8 Closing**

Submissions must be received by the Township of Minden Hills on/before **12:00 noon local time on Wednesday May 27, 2020.**

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 submission shall become due on the next business day at 11:00 AM, local time, after the original closing date and time.

A response received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new 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.

## **2.9 Opening**

**IMPORTANT** – Due to the current COVID-19 pandemic, public openings of tender submissions have been cancelled, until further notice. Submissions will be opened by the Director of Public Works, or designate(s) and Deputy Clerk, on the date and time specified on the cover of the RFT document.

The results of the opening will be recorded and posted within twenty-four (24) hours on the Township Website at <https://mindenhills.ca/tenders/>

## **2.10 Withdrawal or Alteration(s)**

A Respondent may submit more than one response at any time up to the specified time and date of the closing outlined in Section 2.8. The last submission received shall supersede and invalidate all submissions previously submitted by that Respondent.

A Respondent may withdraw or alter the Submission at any time up to the specified time

and date of the closing outlined in Section 2.8 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 2.13 who will mark thereon the time and date of receipt and will place the letter in the Tender file. The Respondent's name and contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Submissions withdrawn under this procedure cannot be reinstated.

Adjustments or corrections to a response already submitted will not be allowed.

## **2.11 Examination of Documents**

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

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFT. No extra work will be entertained without prior Township approval. Should the Respondent require more information or clarification on any point, it must be obtained via the contact identified in Section 2.13 prior to submitting a response to this RFT.

## 2.12 Omissions, Discrepancies and Interpretations

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all work or goods and/or services required, or any other matter which may enter into the carrying out of the work or supply of goods and/or services referred to in this RFT. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFT.

Should a Respondent find omissions from or discrepancies in this document or related documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 2.13 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.14 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFT documents.

## 2.13 Inquiries

Inquiries concerning the general RFT process are to be directed to:

Shannon Prentice, or designate(s)  
Deputy Clerk/Administrative Assistant  
(705) 286-1260 ext. 313  
[sprentice@mindenhills.ca](mailto:sprentice@mindenhills.ca)

Inquiries concerning the RFT Specifications are to be directed to:

Chris Stilwell, P. Eng.  
Tulloch Engineering Inc.  
80 Main Street West  
Huntsville, Ontario  
P1H 1W9  
Telephone: (705) 789-7851  
Fax: (705) 789-7891  
Email: [chris.stilwell@tulloch.ca](mailto:chris.stilwell@tulloch.ca)

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFT will be circulated as an Addendum as outlined in Section 2.14 of this document.

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.



## 2.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via the Township or on-line RFT provider) or invitational recipient for this RFT. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their contact information.

**If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at [www.mindenhills.ca](http://www.mindenhills.ca) for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.**

All Respondents should check the Township website, on-line RFT provider or contact the Township directly as per Section 2.13 – Inquiries, prior to submitting their response to this RFT.

Respondents are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, **will constitute an automatic rejection**.

## 2.15 Acceptance or Rejection of Submission(s)

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time without further explanation and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The acceptance of any submission is subject to approval by the Township's Council.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

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

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Township of any submission or by reason of

any delay in the acceptance of a submission except as provided in the RFT document.

Each submission shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing, or as otherwise mutually agreed to by each of the respondents.

Where the submission document does not state a definite delivery/work/provision of goods and/or services schedule and a submitted response is based on an unreasonable delivery/work/provision of goods and/or services schedule, the submission may be rejected.

## **2.16 Award Procedures**

The Township is not under any obligation to award the RFT and reserves the right at its sole discretion to terminate or amend this RFT at any time.

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

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent that their submission has been accepted within sixty (60) days, or within 3 business days upon Township approval.

Notice of acceptance of a Respondent's submission will be by telephone, email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFT.

Upon acceptance of the submission by the Township, the Successful Respondent shall provide the Township with any required documents within **fourteen (14)** calendar days of the date of notification of award or as otherwise specified in this document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

## **2.17 Ability and Experience of Respondent**

It is not the purpose of the Township to award this RFT to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this work or provision of goods and/or services and sufficient capital and plant resources to ensure acceptable performance/product and completion/supply of the required specifications.

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

- The Respondent's ability and agreement to perform the work or supply the goods and/or services.
- The Respondent's ability to work effectively with the Townships' staff and other representatives.
- The Respondent'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 Respondent is not able to perform the work or supply the goods and/or services in a manner satisfactory to the Township.

## **2.18 Variation of Quantities**

The Township 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 document or related document(s).

## **2.19 Limited Liabilities**

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

## **2.20 Respondent Expense**

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

## **2.21 Contract Negotiations**

### **Contract Agreement:**

In the event the Township wishes to enter into a Contract Agreement with the Successful Respondent, the Township reserves the right to cancel the awarding of any awarded submission 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 work or the provision of goods and/or services, whichever is shortest. Refer to Appendix I – Agreement Acknowledgement.

Sections 3 (Contractual Requirements), 4 (Specifications-from submission), and 6 (Appendices-from submission) will form part of the agreement document.

## **2.22 Conflict of Interest**

The Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the submission and, if selected, shall abstain from taking on work or the provision of goods and/or services which would represent a conflict of interest over the duration of this work or provision of goods and/or services.

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFT.

The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Respondent on such basis.

## **2.23 Freedom of Information**

Any personal information required on the submission 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 RFT submission.

All submissions received by the Township become a public. All information contained in the submission document is available to the public, including personal information.

Questions regarding 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's Council to carry out the responsibilities of the Act.

## **2.24 Warranty**

The submission shall include a brief summary covering workmanship and/or product warranty/guarantee on Appendix G – Price, Delivery & Warranty Schedule. Additional pages (attached to Appendix G) may be used to describe this information.

## **2.25 Package Submissions Information Release to Other Respondents**

The number of RFTs received and the names of the Respondents are confidential and shall not be divulged prior to the public RFT opening.

Subsequent to the opening, however, the number of RFT packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

## **2.26 Access to Information**

The disclosure of information received relevant to the issue of a RFT solicitation or the award of contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990*, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- b) Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

## 3 Contractual Requirements

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### 3.1 Occupational Health and Safety

All work performed under this RFT 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 in this document, may result in the immediate cancellation of the work.

The Successful Respondent 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 apply:

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

- a. Successful Respondents 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 Successful Respondent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Township and any applicable industry standards. The selected Respondent agrees to assume full responsibility for the enforcement of same.
- c. The Successful Respondent may be required to 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 Successful Respondent 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 Successful Respondent shall allow access to the work site on demand to representatives of the Township.
- f. The Township will take all action necessary to support the Successful Respondents health and safety efforts and to ensure that the Township owned and controlled environments in the vicinity of the project are free from hazards.
- g. The Successful Respondent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Respondent or any of its sub-selected Respondents may invalidate the contract.
- h. The Successful Respondent acknowledges and agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA by the Successful Respondent or any of its sub-Successful Respondents will entitle the Township to set off the damages so

assessed against any monies that the Township may from time to time owe the Respondent under this contract or any other contract whatsoever.

- i. The Successful Respondent 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 Global Harmonized System (GHS – formally known as WHIMIS ) 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 Respondent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The Successful Respondent shall follow Global Harmonized System (GHS) requirements and ensure all employees are given required training and support.
- l. The Successful Respondent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The Successful Respondent 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 Township.
- n. Successful Respondents 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 Respondent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

### **3.2 Workplace Safety Insurance Board (WSIB)**

All Respondents 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 – Submission Requirements.

The Successful Respondent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract, work or provision of goods and/or services.

If exempt from coverage, the Successful Respondent shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Township within ten (10) business days of being awarded or commencement of the contract, work or provision goods and/or services, whichever is shortest.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract, work or provision goods and/or services. Refer to Section 3.12.4 – Cancellation of Contract.

### **3.3 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 Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or provision of goods and/or services required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.

### **3.4 Force Majeure-Liquidated Damages**

The Successful Respondent shall not be assessed with liquidated 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.

### **3.5 Insurance Requirements**

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

All insurance costs related below will be borne by the Successful Respondent.

The Successful Respondent, as a minimum, shall provide and maintain during the term of the Contract:

- The Successful Respondent shall place and maintain Liability insurance acceptable to the Township and subject to limits of not less than Ten Million Dollars (\$5,000,000.00) per occurrence and annual aggregate. Such insurance shall name the Township of Minden Hills and Tulloch Engineering Inc. as additional



insureds. The Liability insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises and operations; property damage; products; contingent employers liability; cross liability and severability of interest clause; and shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. This Liability insurance policy shall be the primary insurance coverage in all cases for all risks of liability associated with the construction operations of this project.

- All Risk Property insurance coverage for construction machinery, tools, equipment and temporary facilities used by the Successful Respondent for the performance of the work.
- Contractor's Pollution Liability insurance in an amount not less than Two Million (\$2,000,000) per claim. If a single project policy, it should include an extended reporting period of 24 months. If an annual policy, it should be kept in force for 24 months from the date of Substantial Completion of the latest Improvement. The Township should be named as an additional insured on this policy.
- Automobile Liability insurance for all licensed vehicles owned, rented and/or leased by or on behalf of the Successful Respondent or its contractor(s) while on any business connected with the Successful Respondent 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 Respondent shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

General Conditions:

- a) The Successful Respondent shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- d) Prior to commencement of work or the provision of goods and/or services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the supply of work or the provision of goods and/or services.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide

confirmation that all insurance requirements as stated above have been met.

- h) Insurance must remain in effect for the duration of the contract, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Successful Respondent to provide the Township with any and all renewal certificates during this period.

The certificate of insurance must be provided to the Township within five (5) business days of being awarded the successful submission and/or contract, or prior to commencement of the contract, work or provision of goods and/or services, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Respondent shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the termination of the contract, work or provision of goods and/or services.

### **3.6 Bonding**

Contractor to provide the following:

- (1) Performance Bond in the amount of 100% of the Tenderer's Total Bid and;
- (2) Labour and Material Payment Bond in the amount of 100% of the Tenderer's Total Bid.

The Performance Bond shall be maintained in force for a period of one year from the date of Substantial Performance of the work and shall be from a recognized surety company doing business in the Province of Ontario.

The first year of all warranties are to be secured by the Performance Bond.

To ensure that Contract performance security will be available, each tenderer shall include with their tender, an Agreement to Bond on a form provided by the surety company.

Tenderers are required to bid separately on each item and shall not include the costs of a Labour and Material Payment Bond in the price for a Performance Bond and vice versa.

### **3.7 Protection of Work and Property**

The Successful Respondent shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until the work or provision of goods and/or services is complete. The Successful Respondent shall make good any such damage or injury.

### **3.8 Regulation Compliance and Legislation**

The Successful Respondent shall ensure all work or provision of goods and/or services are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

### **3.9 Workplace Violence and Harassment**

The Successful Respondent shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace, including Municipal policies and to be subject to such policies.

### **3.10 Code of Conduct**

Successful Respondents hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township, no Successful Respondent, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

The Township requires that Successful Respondents and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Successful Respondent, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Successful Respondent, or their employees, shall withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

Every Successful Respondent, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

### **3.11 Smoke Free Workplace**

The Smoke-Free Ontario Act, 2017 prohibits smoking in any enclosed workplaces, including work vehicles and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

During the duration of the contract, work or provision of goods and/or services, including any related amendments and/or extensions, Successful Respondents, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable

legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

### **3.12 Accessibility**

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), 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.

*The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (AODA) and Regulation 191/11 Integrated Accessibility Standards (IAS)*, requires anyone who provides 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.

Successful Respondents 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. Successful Respondents are required to make this information available to the Township and/or the Province upon request.

An online Serve-Ability e-course is available for free and includes the Province's IAS training. It is the responsibility of the Successful Respondent to ensure they have read and understand the Act, Regulations and training in regards to persons with disabilities.

Web links for information and training purposes are provided below:

- AODA - <https://www.ontario.ca/laws/statute/05a11>
- IAS - <https://www.ontario.ca/laws/regulation/110191>
- Human Rights Code - <https://www.ontario.ca/laws/statute/90h19?search=e+laws>
- Serve-Ability - [https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML\\_Eng/index.html](https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html)
- AccessON - <https://accessontario.com/>

More information on these subjects can be found on our municipal website at [www.mindenhills.ca](http://www.mindenhills.ca), the Regulation 191/11 Integrated Accessibility Standards, Accessibility Ontario website at AccessON, and available from the Ministry of Economic Development, Employment & Infrastructure's website, the link is provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

### **3.13 Contract**

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFT documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

### **3.13.1 Assignment of Contract**

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of the contract, work or provision of goods and/or services; or his/her right, title or interest therein, or his power to execute such contract, work and/or provision of goods or services, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials.

### **3.13.2 Sub-Contracting**

The Successful Respondent, who has signed a contract with the Municipality, shall be considered to be the "prime contractor" and shall keep the operation totally under their care and control. The consent of the Municipality for assignment or sub-contracting shall not relieve the "prime contractor" from completion of the specifications of this RFT in accordance with the terms of the contract, the work or the provision of goods and/or services. Where a Successful Respondent submits a joint proposal or proposes a partnership arrangement, the Successful Respondent must assume the lead or "prime contractor" position. As such, the Successful Respondent will have the overall responsibility for completing the contract, work or provision of goods and/or services.

### **3.13.3 Contract Amendments and Revisions**

No amendment or revision to a contract, the work or the provision of goods and/or services shall be made unless mutually agreed to by the Township and the Successful Respondent.

No amendment that changes the price of a contract, the work or the provision of goods and/or services shall be agreed to without a corresponding change order describing the change in requirement or scope of work or the provision of goods and/or services.

Amendments to a contract, the work or the provision of goods and/or services are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget, including authorized revisions.

The Township reserves the right to change the term of the contract, the work or the provision of goods and/or services prior to the execution of an agreement, or commencement of the work or provision of goods and/or services.

### **3.13.4 Cancellation of Contract**

The Township reserves the right to immediately terminate the contract, the work or the provision of goods and/or services awarded to the Successful Respondent, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

### **3.14 Conflict of Interest**

The Successful Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the

work or provision of goods and/or services and shall abstain from taking on work which would represent a conflict of interest over the duration of a Contract, the work or the provision of good and/or services.

### **3.15 Bankruptcy**

In the event that, during the duration of a contract, the work or the provision of goods and/or services, the Successful Respondent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a contract, the work or the provision of goods and/or services with another party without the consent of the Successful Respondent.

### **3.16 Governing Laws**

A contract, the work or the provision of goods and/or services will be interpreted and governed by the laws of the Province of Ontario.

### **3.17 Delivery and Execution of Work**

The Successful Respondent may commence work no earlier than **July 13, 2020**. All work must be completed by **September 25, 2020** as follows:

The Successful Respondent must maintain one lane open for traffic at all times unless a full closure is approved by the Contract Administrator.

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

### **3.18 Pre-Start Meeting**

Prior to commencing the work or provision of goods and/or services, the Successful Respondent, Director of Public Works, or designate(s) shall meet for a Pre-Start meeting.

A detailed schedule and traffic control / detour plan must be approved by the Contract Administrator prior to the start of any work being undertaken.

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

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

### **3.19 Terms of Payment**

Payment will be made in response to the Successful Respondent's approved invoice to the Township.

The Township will not pay in part or in full until the contractual work or provision of goods and/or services is complete/received.

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the completion of work or provision of goods and/or services or the date of approved 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](mailto:accountspayable@mindenhills.ca)

The Township shall retain a Holdback payment of 10% of the total invoiced amount. Release of the Holdback shall be made after sixty (60) calendar days from the date of completion of the work as established by the Completion Certificate, but subject to the provisions of the Construction Lien Act and the submission by the Respondent of the following documents:

- a) A release by the Successful Respondent in a form satisfactory to the Township, releasing the Successful Respondent from any claims relating to the Contract, qualified by stated exceptions where appropriate;
- b) A statutory declaration in a form satisfactory to the Township that all liabilities incurred by the Successful Respondent and their Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate and;
- c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.
- d) A written request made to the Township for the release of the respective Holdback payment.

The Township shall also retain a Maintenance Holdback payment of 3% of the total invoiced amount. The Successful Respondent shall be responsible for the proper performance of the work only to the extent that the design and specifications permit such performance. The Successful Respondent agrees to correct promptly at their own expense, any defects or deficiencies in the Work that may appear prior to and during the warranty period of two years (24 months) from the date of substantial completion. The Township shall promptly provide the Successful Respondent with written notice of observed defects and deficiencies prior to Substantial Completion. The Maintenance Holdback will be released after the warranty period and after all defects and deficiencies have been rectified as identified during an Owner/Contractor site walk after the warranty period has expired.

### **3.20 Settlement of Disputes**

Until the contract, work or provision of goods and/or services has been terminated, the Successful Respondent must at all times provide the work or provision of goods and/or

services. If there is a dispute or difference concerning the work or provision of goods and/or services or the interpretation of the contract, work or provision of goods and/or services then either party may notify the other that it wishes the dispute to be referred to a meeting with the Director of Public Works and the Successful Respondent to resolve, negotiating in good faith.

### **3.21 Guarantee of Performance**

The Successful Respondent guarantees that all work, goods and/or services will be carried out as specified, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent.

The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work or provide the goods and/or services in accordance with its obligations under a contract or the award of work or the provision of goods and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the site or in connection with the work or provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

### **Liquidated Damages**

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 Respondent will pay to the Township, the sum of **Five Hundred Dollars (\$500)**, as liquidated damages for each and every calendar day 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 Respondent 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.



### **3.22 Taxes**

Unless otherwise provided herein, the Successful Respondent shall pay all government sales or excise taxes in force at the date of the contract, work or provision of goods and/or services, provided that any increase or decrease in such taxes shall increase or decrease the amount due/payable. Invoices shall show the appropriate amounts for the work or provision of goods and/or services and applicable taxes separately.

### **3.23 Notices**

Any notice required to be given or made shall be given or made in writing and shall be served personally or mailed by registered mail addressed to the Township of Minden Hills and to the Successful Respondent at the address set forth in its submission.

## 4 RFT Specifications

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### 4.1 Overview

The Township of Minden Hills is seeking responses from qualified contractors for the Reconstruction of IGA Road located in downtown Minden. Respondents shall bid all items.

### 4.2 Scope of Work

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

- Full depth removal of the existing asphalt surface and concrete curb
- Removal of existing catch basins, pipe culverts and storm sewers
- Installation of new catch basins, pipe culverts, storm sewers and pipe sub-drain
- Placement of granular base and subbase
- Relocation of one existing streetlight and installation of one new streetlight
- Installation of concrete sidewalk and curb
- Placement of hot mix asphalt base and surface courses
- Site restoration

Respondent shall refer to Appendix “K” – Supplementary Specifications for all other scope of work requirements.

### 4.3 Respondent Experience

The Respondent shall submit Appendix C – 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.

### 4.4 Respondent Responsibilities

The Respondent shall complete all work as defined within this RFT document and the agreement of work.

### 4.5 Township Responsibilities

The Township shall mark the limits of the work proposed.

## 4.6 Utilities

Any utilities indicated on the contract drawings are shown for general reference only. The precise location of all utilities, indicated or not on the contract drawings, is the sole responsibility of the Contractor. As per the Ontario Health and Safety Act, the Contractor shall be responsible for the protection and location of all utilities.

The Contractor shall be responsible for fences not designated for removal and for the protection of private property during the time of construction. Storage of excavated materials shall be such that deposition onto private property shall be at the consent of the landowner.

It is the Contractor's responsibility as per the Ontario Health and Safety Act to contact the appropriate Municipal or Utility Agency for further information in regards to the locating of all underground infrastructure and utilities. The Contractor shall exercise the necessary care during construction operations to safeguard the specific utilities and underground infrastructure from any damage.

## 4.7 Pricing Requirements

Respondents shall provide pricing as per the requirements of Appendix G – Price, Delivery & Warranty Schedule, Appendix J – Supplementary Specifications and the Contract Drawings.

During the award process the Township reserves the right to exclude any component of the RFT.

## 4.8 Site Visit

Respondents are encouraged to inspect the site to ensure they are informed of site conditions.

At this time the Township's Engineering Consultant for this project will be available to discuss the project and answer specific questions about the scope of work. Please contact Chris Stilwell ([chris.stilwell@tulloch.ca](mailto:chris.stilwell@tulloch.ca)) to confirm the meeting schedule.

## 4.9 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 Respondent's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Respondent'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 Respondent's Comment 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 Respondent's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service:

#### **4.10 Other Instructions**

Responses to this RFT must include Mandatory Appendices noted as "Mandatory Completion" and/or "Mandatory Submission".

## 5 Evaluation Process

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Respondents acknowledge that submissions are likely to be drafted using a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the application of consistent evaluation criteria as identified below, the Township shall use professional discretion in evaluating proposals.

The Township retains the right to ask Respondents for clarification regarding their submission, if doing so does not change their proposal in any way.

### 5.1 Evaluation Stages and Total Evaluation Points Available

The Township will conduct the evaluation of this RFT in three (3) stages as follows:

#### Stage 1 – Review (pass/fail)

A review will be undertaken to determine if the submitted RFT complies with all the mandatory requirements (inclusion of all Appendices and compliance with Appendix A - Submission Requirements and deadline).

A RFT that does not comply with the mandatory requirements shall, subject to the reserved rights of the Township and the Township's Procurement Policy, be disqualified and not evaluated further.

#### Stage 2 – Rated Criteria (60 points)

Stage 2 will consist of a scoring by the Director of Public Works or designate(s) of each qualified RFT on the basis of the detailed criteria as displayed in the submitted tender (or as specified in Appendix B – Evaluation Criteria and follow up of information provided in Appendix C – Experience, References & Contingencies).

The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Criteria	Maximum Points
Ability to meet Evaluation Criteria requirements (Appendix B)	60
<b>Total Points</b>	<b>60</b>

#### Stage 3 – Evaluation Pricing (40 points)

Stage 4 will consist of a scoring of the pricing submitted on Appendix G – Price & Delivery Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed.

Each Respondent will receive a percentage of the total possible **40** points allocated to price by dividing the Respondent's price into the lowest submission of the short-listed Respondents.

For example, if the lowest submitted price is \$120.00, that Respondent receives 100% of the points ( $120/120 = 100\%$ ), or **40** points. A Respondent who submits \$150 receives

80% of the possible points (120/150 = 80%) or **32** points. A Respondent who submits \$240 receives 50% of the possible points (120/240 = 50%) or **20** points.

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

## 5.2 Total Evaluation Points Available

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

<b>Criteria</b>	<b>Maximum Points</b>
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	60
Stage 3 - Pricing	40
<b>Total</b>	<b>100</b>

## 6 Appendices

### 6.1 Appendix A – Submission Requirements

**\*\*MANDATORY COMPLETION\*\***

All Respondents are required to successfully meet the mandatory requirements described in the following table and **submit with their response**, proof of meeting these requirements. Failure to meet the requirements under this Appendix will constitute in an automatic rejection.

Specification		Mandatory/ Optional /NA	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
1	WSIB (Section 3.2) Account #: _____ OR Check here if exempt from WSIB coverage as described in Section 2.2 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Insurance, Indemnification and Bonding requirements as described in Sections 3.3, 3.4 and 3.5 of this document where applicable.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Product/Workmanship Warranty as described in Section 2.24 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Site Visit as Described in Section 4.8 of this document.	Optional	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	One (1) additional hardcopy of the completed submission. (NOTE - One (1) hardcopy is mandatory).	Optional	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, and  
Name of Company

Insurance certificate(s) in accordance with this RFT document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 6.2 Appendix B - Experience, References & Contingencies

### **\*\*MANDATORY COMPLETION\*\***

Three (3) references and a contingency plan **must** be provided as per the table below for the purpose of assessing the Respondent's ability and experience.

1. References		
No.1	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.2	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.3	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
2. Contingency Plan		
	Respondents <b>shall also submit, along with this document</b> , a <b>detailed Contingency Plan</b> to be implemented by the Successful Respondent in the event of service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.	



### 6.3 Appendix D - 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.

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

## 6.4 Appendix E - Respondent Information

**\*\*MANDATORY COMPLETION\*\***

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

<b>Respondent's Contact Individual</b>	
<b>Office Phone #</b>	
<b>Toll Free #</b>	
<b>Cellular #</b>	
<b>Fax #</b>	
<b>E-mail address</b>	
<b>Website</b>	
<b>HST Account #</b>	
<b>1<sup>st</sup> Emergency Contact Name</b>	
<b>1<sup>st</sup> Emergency Contact Phone #</b>	
<b>2<sup>nd</sup> Emergency Contact Name</b>	
<b>2<sup>nd</sup> Emergency Contact Phone #</b>	

## 6.5 Appendix F – Declaration Form

**\*\*MANDATORY COMPLETION\*\***

<b>For the provision of:</b>	<b>The Reconstruction of IGA Road</b>			
<b>As supplied by:</b>	_____			
	Firm Name			
	_____			
	Mailing Address	City	Prov.	Postal Code

<b>To:</b>	Township of Minden Hills
	7 Milne Street, PO Box 359
	Minden, ON KOM 2K0

**The Respondent Declares:**

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFT or in the award for which this RFT 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 submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;
4. The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFT.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFT 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 checked for Addenda

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
PRINT NAME OF WITNESS

\_\_\_\_\_  
PRINT NAME OF RESPONDENT

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

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.

## 6.6 Appendix G - Price & Warranty Schedule

### **\*\*MANDATORY COMPLETION\*\***

The Contractor hereby states that the following unit prices shall constitute full compensation for the works specified under the Contract:

Spec. No.: The numbers in this column refer to the applicable issue of the Ont. Provincial Standard Specifications (M refers to Municipal, P to Provincial and SS Refers to the Supplementary Specifications)

Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
<b>SECTION 1 – CONSTRUCTION WORK</b>						
1	SS	100% Performance and 100% Labour & Material Payment Bonds	1	LS	\$	\$
2	SS	Mobilization / Demobilization	1	LS	\$	\$
3	SS	Pre-Construction Survey	1	LS	\$	\$
4	M182, M805, SS	Environmental Protection	1	LS	\$	\$
5	M201, M206, M510, SS	Site Preparation / Restoration	1	LS	\$	\$
6	M206, SS	Earth Excavation, Grading (Disposal)	900	m <sup>3</sup>	\$	\$
7	M206, SS	Earth Excavation, Ditching (Cleaning)	180	m <sup>2</sup>	\$	\$
8	M206, M314, M501, SS	Granular 'A' – Roadway	610	tonne	\$	\$
9	M206, M314, M501, SS	Granular 'B' Type II – Roadway	1750	tonne	\$	\$
10	M310, SS	Sawcut Asphalt Joints	145	m	\$	\$
11	M310, SS	Hot Mix Asphalt				
11.1		HL8 – 50 mm Depth	150	tonne	\$	\$
11.2		HL3 – 40 mm Depth	120	tonne	\$	\$
12	M310, SS	Asphalt Driveway Restoration	320	m <sup>2</sup>	\$	\$
13	M310, SS	90° Asphalt Spillway	4	ea.	\$	\$
14	M351, SS	Concrete Sidewalk	86	m <sup>2</sup>	\$	\$
15	M353, SS	Concrete Curb	204	m	\$	\$

16	M405, M517, M518, SS	Pipe Subdrain (150 mm dia. c/w filter sock, 19 mm clear stone and geotextile)	215	m	\$	\$
17	M407, M402, M517, M518, SS	Precast Catchbasin – 600 mm x 600 mm c/w Frame and Grate	7	ea.	\$	\$
18	M410, M401, M501 M517, M518, SS	Storm Sewer – Smooth ID 320 kPa – 300 mm Dia.	40	m	\$	\$
19	M1605	Polystyrene Insulation (100 mm)	60	m <sup>2</sup>	\$	\$
20	M421, M401, M501, M510, M517, M518, SS	Culvert – Smooth ID 320 kPa HDPE				
20.1		900 mm Dia.	12.5	m	\$	\$
20.2		1000 mm Dia.	15.5	m	\$	\$
21	M510	Removals				
21.1		Asphalt, Full Depth	1600	m <sup>2</sup>	\$	\$
21.2		Concrete Curb	10	m	\$	\$
21.3		Pipe Culverts & Storm Sewers	45	m	\$	\$
21.4		Catchbasin Structures	1	ea.	\$	\$
22	M511, SS	Rip-Rap c/w Geotextile (R10 – 100 mm Dia. – 200 mm Depth)	20	m <sup>2</sup>	\$	\$
23	M706, SS	Traffic Control, Signing and Road Maintenance	1	LS	\$	\$
24	M802	Topsoil, Imported (100 mm depth)	25	m <sup>3</sup>	\$	\$
25	M803	Seed and Mulch	225	m <sup>2</sup>	\$	\$
26	SS	Geosynthetics				
26.1		Non-Woven Geotextile	1050	m <sup>2</sup>	\$	\$
26.2		Geogrid	1050	m <sup>2</sup>	\$	\$
27	M617, M106, M603, M610	Streetlight including Base and Electrical Supply				
27.1		New	1	ea.	\$	\$
27.2		Relocate Existing	1	ea.	\$	\$

<b>Subtotal</b>	\$
<b>HST</b>	\$
<b>Total</b>	\$

**Warranty:**

The issuing of the final payment shall not relieve the Contractor from responsibility for faulty material or workmanship appearing in the work within two (2) years from the date of acceptance of the work by the Contract Administrator.

The Contractor guarantees that the said work shall remain in such condition as will meet with the approval of the Contract Administrator and that he will, upon being required by the Contract Administrator, make good in a permanent manner, any imperfections therein due to materials or workmanship used in the construction thereof.

In the first instance the Contract Administrator shall decide the nature and cause of such imperfections and the necessity for remedying the same. Should the Contractor fail to comply with the directions to correct such deficiencies, the Contract Administrator, after giving the Contractor 12 hours written notice or such other reasonable time as approved, perform the necessary work, and the cost thereof shall be borne by the Contractor or his Surety.

## 6.7 Appendix H - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Services

### **\*\*MANDATORY COMPLETION\*\***

The Contractor guarantees that all work or provision of goods and/or services will be carried out as specified in the RFT, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent. The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work in accordance with its obligations under the contract or provision of good and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the Site or in connection with the work or the provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

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 Respondent 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 Respondent 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 H – Guarantee of Performance/Cancellation of contract, work or provision of goods and/or services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 6.8 Appendix I - Agreement Acknowledgement

### **\*\*MANDATORY COMPLETION\*\***

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Respondent for the provision of services for the Reconstruction of IGA Road for the Township, upon final approval from Council.

Sections 3 (Contractual Requirements), 4 (Specifications-from submission), and 6 (Appendices-from submission) will form part of the agreement document.

The Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFT document, Form of RFT, 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 submissions.

It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

### **Acknowledgement**

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## **6.10 Appendix J – Supplementary Specifications**

### **INTENT OF THESE SPECIFICATIONS**

These Supplementary Specifications, forming part of the Contract, are in addition to the standard specifications and cover the work not contained therein.

The Standard and Supplementary Specifications form the complete specification governing the work to be performed under this contract.

### **ITEM 1 100% PERFORMANCE AND 100% LABOUR & MATERIAL PAYMENT BONDS**

Contractor to provide the following:

- (3) Performance Bond in the amount of 100% of the Tenderer's Total Bid and;
- (4) Labour and Material Payment Bond in the amount of 100% of the Tenderer's Total Bid.

The Performance Bond shall be maintained in force for a period of one year from the date of Substantial Performance of the work and shall be from a recognized surety company doing business in the Province of Ontario.

The first year of all warranties are to be secured by the Performance Bond.

To ensure that Contract performance security will be available, each tenderer shall include with their tender, an Agreement to Bond on a form provided by the surety company.

Tenderers are required to bid separately on each item and shall not include the costs of a Labour and Material Payment Bond in the price for a Performance Bond and vice versa.

### **ITEM 2 MOBILIZATION / DEMOBILIZATION**

Under this Item and for the Contract price, the Contractor shall supply all labour, equipment and materials required to complete the following works not specified under other Items all in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator:

1. All preparatory work within and outside the work areas;
2. Supply, installation and maintenance of temporary facilities including safety signs, lighting, crossings, site and roadway grading and maintenance, dust control, roadway barricades and signs;
3. All costs related to establishing construction offices for the Consultant, Contractor and all subcontractors;
4. Communication and other temporary utilities which may be required;

5. Security on site to guard the materials, tools, equipment, offices, vehicles, and fencing, as necessary.
6. Supply and transportation to the site of construction equipment, cranes, and workforce as required for the performance of the Work;
7. Upon completion of the work, restoration of the site to its original condition, all to the approval of the Contract Administrator;
8. Payment for permits not obtained by the Owner;
9. All costs associated with supplying insurance coverage;
10. All costs associated with management of the work;
11. All other costs, including administrative costs, which are not directly associated with the execution of Items specified in the Form of Tender.

Liaise with the Contract Administrator and all other applicable stakeholders in a timely manner to ensure that a safe, quality product is delivered within the timeframe specified herein.

The Contractor will be paid 60% of the Contract Bid Price for this Item upon completion of the mobilization operation. The remainder of the Contract Bid Price for this item will be paid when the Contractor demobilizes from the site and restores the site to a condition acceptable to the Contract Administrator.

### **ITEM 3 PRE-CONSTRUCTION SURVEY**

The Contractor shall engage an Independent Specialist with a minimum of 5 years' experience in loss control for heavy construction in urban areas for this section of the work. The Independent Specialist shall provide a certificate as proof of professional Errors and Omissions Liability Insurance in the minimum amount of \$1,000,000.00. The certificate of insurance shall be filed with the Owner before commencement of work.

The Specialist shall conduct a pre-construction survey, which shall include, but not be limited to all structures located on properties abutting the work and the next adjacent properties beyond the limits of the work. If no structures exist on these properties, the survey shall be extended to include the first nearest structure within 200 metres.

This will include all structures considered to be of potential risk, including, but not limited to, buildings, driveways, sidewalks, swimming pools, patios, wells, etc. The pre-construction survey report shall include as a minimum the following information and 2 copies shall be provided to the Owner, prior to commencement of any work.

1. Type of structure, including type of construction, and the date when built (if possible).
2. Any differential settlements: visible cracks in walls, floors and ceilings shall be identified and described, including a diagram, if applicable, room by room.
3. Any other apparent structural or cosmetic damage or defect must also be noted.

4. The report shall use positive dimensions whenever practical to do so, instead of general terms, e.g. "sagging 1 to 2 inches" as opposed to "sagging badly".
5. Clear quality photographs, as deemed necessary for proper recording of significant concerns.

The standard inspection procedure will include the provision of an explanatory letter to the building owner with a formal request for permission to carry out an inspection.

The survey report shall indicate the address of each of the properties inspected, the refusals received, and an evaluation of any evident or potential hazards that exist.

#### ADVANCE SUBMITTALS

The Contractor shall submit the name of the designated Vibration Specialist with the required Professional Liability Insurance Certificate to the Owner. This should be done in a timely fashion to allow completion of the Pre-Construction Survey by the approved Specialist before commencement of operations.

#### BASIS OF PAYMENT

Payment at the contract price for Pre-Construction Survey shall be full compensation for all labour, equipment and material to perform the survey and provide all required copies of the reports.

#### MEASUREMENT FOR PAYMENT

Measurement is by lump sum with 50% of the tender price due when the report is submitted, 25% prorated during the contract and 25% due at the completion of works.

#### **ITEM 4 ENVIRONMENTAL PROTECTION**

This item is for the additional work required to maintain an environmentally safe work place, that is not specifically covered under any other item, including the supply, installation, maintenance and removal of heavy duty silt fence barriers as indicated on the contract drawings and as directed by the Contract Administrator.

It is intended that the works proposed be executed in such a manner which, to the fullest possible extent, minimizes any adverse effect on the cultural and natural environment of the project area. The environmental conditions of the Contract stated herein must be complied with in all respects. It is a responsibility of the Contractor that all his personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental impact.

In particular, the following work will be required:

- Any part of a vehicle and/or equipment shall be free of fluid leaks and externally cleaned/degreased to prevent any deleterious substance from entering any drainage system;
- All sediment and erosion control measures shall be inspected daily to ensure that they are functioning properly and are maintained and/or upgraded as required;

- If the sediment and erosion control measures are not functioning properly, no further work shall occur until the sediment and/or erosion control problem is addressed;
- Sediment and erosion control measures shall be left in place until all areas of the work site have been stabilized.

This item shall include the following:

- Heavy Duty Silt Fence
- Sediment Traps in Ditches
- Straw Bale Check Dams

References:

- OPSS MUNI 182 – General Specification for Environmental Protection of Waterbodies and Waterbody Banks
- OPSD 219.130 – Heavy Duty Silt Fence Barrier
- OPSD 219.220 – Excavated Sediment Trap in Ditch
- OPSD 219.180 – Straw Bale Flow Check Dam

## REFUELLING AREAS

The Contractor shall undertake a detailed review of his proposed route of construction to plan access routes and fuelling areas. Refuelling and maintenance of equipment shall not be undertaken in or adjacent to a watercourse. Suitable fuelling and maintenance areas shall be established and all maintenance and fuelling conducted in these areas. The locations of such areas are subject to review by the Contract Administrator. Procedures for the interception and rapid cleanup and disposal of spillages that do occur shall be submitted to the Contract Administrator for review prior to starting work. All materials required for cleanup of fuel spillages shall be maintained readily accessible on site.

The exception of these fuelling locations requirements shall be generators, cranes, backhoes or shovels which may be fuelled at other than the designated fuelling areas. However, no fuelling of backhoes shall be carried out within thirty metres of any watercourse. This requirement may be relaxed at the discretion of the Contract Administrator if non-spill fuelling facilities are used.

Any spills apt to cause impairment to the natural environment must be immediately reported by the Contractor to the Contract Administrator and to the local Ministry of the Environment District Office.

The Contractor shall take such steps as may be required to accomplish the following in relation to the environmental protection of the local drainage system during construction:

- a) All loose materials excavated or brought on site should be stockpiled away from the drainage system and protected against erosion;
- b) Prevent debris during structure removals and concreting operations from falling into the watercourse. If any debris or material falls onto the watercourse, the Contractor shall ensure that such material be promptly removed.

## PAYMENT

The lump sum price tendered for this Item shall be compensation in full for all work associated with this Item. Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the lump sum price.

## ITEM 5 SITE PREPARATION / RESTORATION

Under this Item and for the Contract price, the Contractor shall supply all materials, equipment and labour required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator.

- a) Clearing and grubbing all trees, stumps and brush as required to accommodate construction.
- b) Removing and disposing of all obstacles of the nature of guide rail and posts, rubble, boulders, timbers, wire and rail fences, etc., not specifically provided for under other Tender Items, to accommodate construction. All materials encountered during these operations shall be disposed of away from the site at no additional cost to the Owner.
- c) Removing, salvaging and reinstating all existing signs within the Contract limits.
- d) Clean-up and all incidental work not included in specific Items. These disturbed areas shall be covered with rip-rap. Payment for rip-rap shall be made under the appropriate item. Any originally vegetated areas that are disturbed during construction shall be covered with imported topsoil, seed and erosion control blanket on all areas disturbed during construction to the requirements of OPSS 802 and 804. The Contractor shall be responsible for the care of the previous for a period of 12 months following construction. During this period any defective areas shall be repaired by the Contractor, at his own expense. The site shall be left in the same or better condition than when the Contractor arrived, all to the satisfaction of the Contract Administrator.
- e) All brush, logs, stumps and other debris resulting from the Contractor's operations under this Item shall be disposed of by the Contractor off site at a location to be arranged by the Contractor at no additional cost to the Owner and to the satisfaction of the Contract Administrator. Burning of trees, brush and other debris will not be permitted within the limits of the contract.
- f) Any damage caused by the Contractor's operations to the surrounding property shall be repaired by the Contractor at no additional cost to the Owner.
- g) All removals from the site shall remain the property of the Owner, unless the Owner does not require it, in which the removal shall belong to the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling rubble, excavated material or fill materials from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

- h) Materials excavated under this Item which are surplus to or unsuitable for any fill requirements shall be disposed of by the Contractor at his own expense, and to the satisfaction of the Contract Administrator.
- i) All trees, shrubs and other vegetation as designated by the Contract Administrator to be saved shall be carefully protected from danger or injury, during all construction operations by means of a snow fence at the dripline of the trees or as directed by the Contract Administrator. The Contractor may be required to cut only certain selected trees on certain areas, leaving the rest of the trees in the indicated areas unharmed.

Work under this Item shall not commence without prior approval in writing from the Contract Administrator.

## PAYMENT

The lump sum price tendered for this Item shall be compensation in full for all work associated with this Item. Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the lump sum price.

## **ITEM 6 EARTH EXCAVATION, GRADING (DISPOSAL)**

### SCOPE

This special provision describes the requirement for excavation of earth and disposal of surplus excavated material. The performance of this item shall follow OPSS 206 and the requirements described in the contract documents.

### CONSTRUCTION

Earth Excavation (Grading) refers to excavation of earth required for removal of existing earth and granular materials in or adjacent to the roadway. Earth Excavation (Grading) material may also include pulverized asphalt material and/or excess asphalt.

As part of the work, Contractor shall transport and dispose of the earth excavation material to an approved disposal site. Location of any temporary stockpiles and separation distances shall follow OPSS 180, General Specification for the Management of Excess Material.

The Contractor shall provide Contract Administrator with a release from all landowners receiving disposal material.

### MEASUREMENT FOR PAYMENT

Measurement for payment will be in cubic metres corresponding to the volume of earth excavation according to lines and dimensions in contract documents. There will be no payment for over excavation, except where subgrade material is unsuitable and approved by the Contract Administrator.

### BASIS OF PAYMENT

Payment at the contract price for the above noted tender item shall include full compensation for all labour, equipment, and materials required to do the work, and for transportation as described in the contract documents.

#### **ITEM 7 EARTH EXCAVATION, DITCHING (CLEANING)**

The Contractor shall clean existing ditches as detailed in the Contract. The work is specified in accordance with OPSS 206.

#### **EQUIPMENT**

Equipment used to clean ditches shall be a minimum of:

Hydraulic Backhoe, Rubber Tire with Wrist Action Bucket. The bucket shall be toothless.

#### **DISPOSAL**

Disposal of material shall be disposed of outside the right of way.

#### **MEASUREMENT FOR PAYMENT**

Measurement is by the square metre of the cleaned ditches.

#### **BASIS OF PAYMENT**

Payment at the Contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

#### **ITEM 8 GRANULAR 'A' - ROADWAY**

#### **ITEM 9 GRANULAR 'B' (TYPE II) - ROADWAY**

The Contractor shall supply all labour, equipment and materials required to supply and place the roadway Granular 'A' and 'B' material, as shown on the Drawings and as directed by the Contract Administrator.

The unit price under this item shall include the provision of water for compaction purposes.

The compacted granular surface shall not deviate more than 10 mm from the specified grade.

Overbuilds outside these tolerances if ordered by the Contract Administrator will be computed and added to the theoretical quantities.

Underbuilds outside these tolerances either ordered by the Contract Administrator or undertaken by the Contractor as his responsibility will be computed and deducted from the theoretical quantities accordingly.

#### **MEASUREMENT FOR PAYMENT**

Measurement is by the tonne based on approved weigh scale tickets.

## BASIS OF PAYMENT

Payment at the Contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

### **ITEM 10 SAWCUT ASPHALT JOINTS**

The Contractor shall cut the pavement to full depth. Average depth is up to 100 mm. The cutting shall be by means of suitable mechanical sawing equipment or cold planing equipment capable of producing a straight, clean vertical face.

Measurement of cutting of existing pavement is the horizontal length in metres.

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment and material required to do the work.

### **ITEM 11 HOT MIX ASPHALT**

#### SCOPE

This special provision describes the provision of HL8 and HL3 hot mix asphalt.

OPSS 1150 and OPSS 310 shall be followed.

#### MEASUREMENT FOR PAYMENT

Measurement of the contract item shall be in tonnes based on approved weigh scale tickets.

### **ITEM 12 ASPHALT DRIVEWAY RESTORATION**

#### SCOPE

This specification covers the requirements for the provision of asphalt driveway restoration.

#### MATERIAL

Materials shall be Hot Mix Asphalt HL3 driveway mix. Granular A, and Granular B Type II as required.

#### CONSTRUCTION

Driveway restoration shall match existing conditions, being not less than the following:

- 50mm HL3 HMA
- 150mm Granular A
- 150mm Granular B Type II

#### MEASUREMENT FOR PAYMENT

Measurement of the contract item shall be square metres of driveway area restored.



## BASIS FOR PAYMENT

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment, and materials to do the work.

## ITEM 13 90° ASPHALT SPILLWAY

### SCOPE

This specification covers the requirements for the provision of an asphalt spillway as an inlet to ditches.

### MATERIAL

Materials shall be Hot Mix Asphalt HL3 driveway mix, Granular A, and Granular B Type II.

### CONSTRUCTION

Design shall be:

- 50mm HL3 HMA
- 150mm Granular A
- 150mm Granular B Type II

### MEASUREMENT FOR PAYMENT

Measurement of the contract item shall be each.

## BASIS FOR PAYMENT

Payment at the contract price for the above tender item shall be full compensation for all labour, equipment, and materials to do the work.

## ITEM 14 CONCRETE SIDEWALK

### SCOPE

All work to be in accordance with OPSS 351 and includes the following:

### DESCRIPTION

- a) Install sidewalks in all location shown on the drawings. Thicknesses vary between 125mm standard except at driveway crossings at 150mm.
- b) Concrete sidewalk base is included under trench restoration and should be 150mm thick Granular 'A' base, including grading and compaction of sub-grade material.
- c) Contractor to provide a concrete mix design 10 days prior to placement of sidewalks for review and approval by the Contract Administrator.

- d) Preparation of subgrade and granular base must be inspected and approved by the Contract Administrator.
- e) Granular 'A' shall be compacted to a dry density of 100% of the materials SPMDD.
- f) Concrete shall be 30 MPa with 5-7% air entrainment.

#### MEASUREMENT FOR PAYMENT

Measurement for payment shall be actual measurement and the unit of measurement is per square metre of sidewalk installed.

#### BASIS OF PAYMENT

Payment at the Contract unit price will be full compensation for all labour, equipment and material to complete the work.

### **ITEM 15 CONCRETE CURB**

#### SCOPE

This special provision describes the requirements for provision of concrete curb according to the requirements of OPSS 353 Construction Specification for Concrete Curb.

#### MATERIALS

Concrete shall meet the requirements of OPSS 1301 Material Specification Cementing Materials. Concrete shall be 30 MPa with 5-7% air entrainment.

#### CONSTRUCTION

Concrete curb and gutter shall be installed according to the dimensions and lines shown on contract documents. Provision of drop curbs and other similar features shall be determined in the field by the Contract Administrator.

Concrete curb section shall be according to the Contract Drawings. Approximate limits of each are described on the typical sections shown on the Contract Drawings.

#### MEASUREMENT FOR PAYMENT

Measurement of the contract item shall be in linear metres of curb placed.

#### BASIS OF PAYMENT

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment, and material to do the work.

### **ITEM 16 PIPE SUB-DRAIN**

## SCOPE

This special provision describes the requirements for provision of a sub-drain according to the requirements of OPSS 405.

## MATERIALS

Sub-drain pipe shall be supplied to OPSS 1840 Material Specification for Non-Pressure Plastic Pipe Products. Geotextile sock shall meet the requirements of OPSS 1860 Material Specification of Geotextiles.

Pipe shall be 150 mm diameter corrugated and perforated polyethylene pipe with filter sock complete with fittings as required. Filter sock shall be applied over all fittings to provide a continuous wrap.

Geotextile wrap will consist of Terrafix 270R Non-Woven Geotextile.

## CONSTRUCTION

Sub-drain shall be installed according to the dimensions and lines shown on contract documents.

Construction shall include all excavation, trench preparation, supply and installation of bedding granulars and clear stone and geotextile according to the requirements of contract documents.

In addition to pipe, fittings, outlets, and catch basin break-ins, payment for this item shall also include excavation of 300mm x 300mm trench and provision of geotextile fabric trench liner and 19mm clear stone.

## MEASUREMENT FOR PAYMENT

Measurement for pipe sub-drain shall be shall be in linear metres.

## BASIS OF PAYMENT

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment, and material to do the work including geotextile open graded granular surrounding the sub-drain.

## **ITEM 17 PRE-CAST CATCH BASIN**

### CONSTRUCTION

All catch basins shall have a minimum 600 mm deep sump. All structures shall be founded on a minimum of 150 mm depth of 19 mm Clear Stone.

### MEASUREMENT FOR PAYMENT

Measurement for payment for all new catch basins will be by each under the applicable item.

## BASIS FOR PAYMENT

Payment at the Contract Price shall be compensation in full to completely supply and install the Ditch Inlet.

## **ITEM 18 STORM SEWER ITEM 20 CULVERT**

### SCOPE

Work under this provisional item is to be in accordance with OPSS 401, OPSS 409, OPSS 410, OPSS 491 and OPSS 517 and includes the following:

### DESCRIPTION

- a) Where existing storm sewer and culverts are deteriorated and temporary support of the pipe cannot be achieved when passing under with replacement servicing, the affected length of storm sewer is to be replaced under this provisional item as directed by the Contract Administrator.
- b) All storm sewer and culvert repairs shall match existing material type or be HDPE storm pipe with minimum stiffness 320 KPa.
- c) No additional payment will be made for sewer couplers and connection to existing maintenance holes or catch basins.
- d) All defects shall be repaired before the placement of base course asphalt and the method of repair shall be approved by the Contract Administrator.
- e) Trench bedding shall be compacted to minimum 98% of the material SPMDD.
- f) Trench backfill shall be native material unless deemed unsuitable by the Contract Administrator, whereby suitable surplus native material from another location within the contract area shall be used. If all surplus material has been used, imported select sub grade material shall be used. Select subgrade material will be measured and paid for separately under the appropriate provisional item.
- g) Temporary support, protection, relocation, or providing assistance to the utility companies during construction for all above and below ground utilities and infrastructure that interfere with construction shall be provided by the Contractor at no additional cost to the item.
- h) Scope of work to include all dewatering to maintain a dry and stable trench to allow construction of all underground works.
- i) All dewatering discharge is to be monitored and controlled to prevent erosion and sedimentation.

### MEASUREMENT FOR PAYMENT

Measurement for payment will be actual measurement and the measurement is per metre length of sewer replaced.

## **BASIS OF PAYMENT**

Payment at the Contract unit price shall be full compensation for all labour, equipment and materials to complete the work.

### **ITEM 19 POLYSTYRENE INSULATION (100mm) SCOPE**

Work to be in accordance with OPSS 1605 and includes the following:

#### **DESCRIPTION**

Supply and place rigid HI-40 foam insulation over pipes if there is insufficient cover (less than 1.8m) to finished grade as indicated in the Contract Documents and as directed by the Contract Administrator.

#### **MEASUREMENT FOR PAYMENT**

Measurement for payment shall be actual measurement and the measurement is square meters.

## **BASIS OF PAYMENT**

Payment at the Contract unit price shall be full compensation for all labour, equipment and materials to complete the work.

### **ITEM 22 RIP RAP**

This item includes preparation, supply and placement of rock protection on the banks adjacent to the inlet and outlet of the culvert in accordance with OPSS 511.

Rip-rap shall be completed to the requirements of OPSS 511, Construction Specification for rip-rap.

Material shall be R-10 rip-rap meeting the requirements of OPSS 1004 – Material Specification for Aggregates – Miscellaneous.

Geotextile shall be Terrafix 270R or equivalent.

Measurement of rip-rap complete with geotextile shall be by area based on actual in-place measurement in square metres.

Payment at the Contract Price for the above noted tender item shall be full compensation for all labour, equipment and materials required to do the work, including handling, and placing the material by hand if necessary.

### **ITEM 23 TRAFFIC CONTROL, SIGNING AND ROAD MAINTENANCE**

Under this Item and for the Contract price, the Contractor shall supply all labour, equipment and materials required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator.

Generally this Item is for lane reduction during construction, for the maintenance of the road and for carrying out other activities as specified and as required in connection with this specification.

During the Contract a minimum of one lane of vehicular traffic shall be kept open at all times.

The Contractor shall:

- Erect, maintain, relocate as required and remove temporary signs, concrete barriers and temporary pavement markings including stop bars, to accommodate all of the work as shown on the drawings.
- Prepare Traffic Control Plans, Traffic Protection Plans, etc. as required in the Ontario Traffic Manual, Book 7 - Temporary Conditions. All plans, etc. shall be submitted to the Contract Administrator for review prior to commencement of work. All submissions shall bear the stamp and signature of a Professional Engineer registered in the Province of Ontario. The Engineer shall carry out a site inspection during installation or modification of the traffic control system and provide written certification of conformance.
- Supply, install, program, relocate, maintain and remove temporary traffic control signals as required. The contractor shall coordinate any required programming changes of the traffic signals with the Contract Administrator and the Town during construction.

Access shall be maintained at all times, regardless of weather or construction staging, to all residences having access to the road and safe and adequate passage for pedestrians shall be maintained. If the Contractor fails to maintain access, the Contract Administrator may take whatever action it deems necessary and charge the costs back to the Contractor.

The Contractor shall supply and place all construction warning signs using direct buried posts as required by the 'Ontario Traffic Manual Book 7, Temporary Conditions', prior to the start of construction. The Contractor shall remove all construction signs and posts upon the completion of the contract.

The Contractor shall cover (bag) any road warning and regulatory signs as required to carry out the construction when advised by the Contract Administrator.

The Contractor's traffic control and traffic maintenance shall be in accordance with the 'Ontario Traffic Manual - Book 7, Temporary Conditions'. Proper traffic control shall be maintained at all times during construction, including removal and application of pavement markings as necessary to maintain vehicular traffic in their designated lanes. The Contractor will be responsible for providing, maintaining and relocating where necessary, sufficient signs, delineators, barricades, lights, flashers, etc., and providing such flag-persons and/or police officers as are required so that motorists and pedestrians are properly directed to ensure safety. Flagging procedures shall conform to the recommendations of the Construction Safety Association of Ontario.

The Contractor shall give the Contract Administrator five (5) working days advance notice of any construction, change or removal of the temporary traffic protection and any such construction, change or removal shall only take place upon the approval of the

Contract Administrator. During the time the temporary traffic control is being constructed, changed or removed, vehicular traffic shall be under the control and direction of flagmen.

If, in the opinion of the Contract Administrator, proper traffic control is not maintained, the Contractor shall immediately modify the operation to the satisfaction of the Contract Administrator. If the Contractor fails to take immediate action, the Contract Administrator may take such action, as he considers necessary and required and deduct the cost from monies owing the Contractor. The performance of such work under the direction of the Contract Administrator shall in no way relieve the Contractor from any responsibility or damages which may occur during its performance or after such precautions have been carried out by the Contract Administrator.

Unless specifically paid for under other items, the cost of all labour, granular and asphalt materials, portable traffic control signals, temporary concrete barriers, equipment, flag-persons, signs, lights, etc., required to maintain both vehicular and pedestrian traffic, shall be included under this item.

The work of this item shall include the control of dust to provide safe passage for traffic. Dust control shall be effected by the use of water or calcium chloride, or both.

The work of this item shall also include the removal of mud that has been tracked onto roadways as directed by the Contract Administrator. Mud shall be removed within 24 hours' notice by the Contract Administrator.

The Contractor will be responsible for the maintenance of the work at all times until the contract has been accepted, and commencing from the first day of work. This will include the maintenance of the existing roadway within the contract limits even if the Contractor has not yet begun work in a particular area.

Temporary signage shall be supplied, erected and maintained in the locations shown on the approved traffic control plans, or as directed by the Contract Administrator during the course of the Contract, by the Contractor, in accordance with the Ontario Traffic Manual, Book 7 - Temporary Conditions and the Manual of Uniform Traffic Control Devices.

The Contractor shall install two project identification sign and Contract Administrator sign at the location directed by the Contract Administrator. The Contractor is responsible for provision of all posts, holes, and framework to mount signs. Project identification sign shall be provided by the Town of Gravenhurst and the Contract Administrator sign shall be provided by Tulloch Engineering Inc. The Contractor is responsible for maintenance of the signs over the duration of the project.

Payment for all work as shown on the Contract drawings and as outlined in this specification shall be included in the lump sum price tendered for 'Traffic Control, Signing and Road Maintenance'.

Payment shall be made of each payment certificate based on the value of work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the lump sum price.

## **ITEM 27 GEOSYNTHETICS**

Non-woven geotextile shall be Terrafix 270R or approved equivalent.

Geogrid shall be Tensar Triax (TX 160) Geogrid or approved equivalent.

Overlap shall be as per manufacturer requirement but in no case shall be less than 300 mm.

Measurement of geosynthetics complete shall be by area based on actual in-place measurement in square metres.

Payment at the Contract Price for the above noted tender item shall be full compensation for all labour, equipment and materials required to do the work, including handling, and placing the material by hand if necessary.



## 6.12 Appendix K – Delivery Notice

**\*\*MANDATORY COMPLETION\*\***

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

<p style="text-align: center;"><b>RDS RFT No. 20-04</b></p> <p style="text-align: center;"><b>The Reconstruction of IGA Road</b></p> <p style="text-align: center;">Deliver To:</p> <p style="text-align: center;">Township of Minden Hills 7 Milne Street, P.O. Box 359 Minden, ON K0M 2K0</p> <p style="text-align: center;">Attention: Shannon Prentice</p> <p>Respondent's Company Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 20__ at _____ am/pm</p> <p>From: _____ (Name of Person or Organization Delivering Documents)</p> <p><b>Respondent's Contact information for communique from the Township:</b></p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p> <p style="text-align: center;"><b>THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</b></p>
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## 6.13 Appendix L – Tender Drawings

[RDS 20-03 Drawings.17-4042-DWG SET\(Mar 12-20\).pdf](#)