



**REQUEST FOR TENDER (RFT)**

For the provision of

**The Reconstruction of Bobcaygeon Road**

<b>Tender Information</b>	<b>No. RDS RFT 20-06</b>
<b>Issue Date:</b>	August 17, 2020
<b>Site Visit:</b>	n/a
<b>Closing Date:</b>	Tuesday September 1, 2020 @ 12:00 noon
<b>Opening Date:</b>	Tuesday September 1, 2020 @ 12:30 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>	August 27, 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.**

# 1 Table of Contents

<b>2</b>	<b>General Conditions</b>	<b>5</b>
2.1	Definitions	5
2.2	Handling	5
2.3	Submission Mandatory Requirements	5
2.4	Manufacturer's Specifications	6
2.5	Equivalent	7
2.6	Harmonized Sales Tax (HST)	7
2.7	Multiple Submissions	7
2.8	Closing	7
2.9	Opening	8
2.10	Withdrawal or Alteration(s)	8
2.11	Examination of Documents	8
2.12	Omissions, Discrepancies and Interpretations	9
2.13	Inquiries	9
2.14	Addenda	9
2.15	Acceptance or Rejection of Submission(s)	10
2.16	Award Procedures	11
2.17	Ability and Experience of Respondent	11
2.18	Variation of Quantities	12
2.19	Limited Liabilities	12
2.20	Respondent Expense	12
2.21	Contract Negotiations	12
2.22	Conflict of Interest	12
2.23	Freedom of Information	13
2.24	Warranty	13
2.25	Package Submissions Information Release to Other Respondents	13
2.26	Access to Information	13
<b>3</b>	<b>Contractual Requirements</b>	<b>15</b>
3.1	Occupational Health and Safety	15
3.2	Workplace Safety Insurance Board (WSIB)	16
3.3	Indemnification	17
3.4	Force Majeure-Liquidated Damages	17
3.5	Insurance Requirements	17
3.6	Bonding	19
3.7	Protection of Work and Property	20
3.8	Regulation Compliance and Legislation	20
3.9	Workplace Violence and Harassment	20
3.10	Code of Conduct	20
3.11	Smoke Free Workplace	20
3.12	Accessibility	21
3.13	Contract	21
3.13.1	Assignment of Contract	22
3.13.2	Sub-Contracting	22
3.13.3	Contract Amendments and Revisions	22
3.13.4	Cancellation of Contract	22
3.14	Conflict of Interest	22
3.15	Bankruptcy	23
3.16	Governing Laws	23

3.17	Delivery and Execution of Work – Phase 1 & 2.....	23
3.18	Terms of Payment .....	24
3.19	Settlement of Disputes.....	25
3.20	Guarantee of Performance.....	25
3.21	Taxes .....	26
3.22	Notices .....	27
<b>4</b>	<b>RFT Specifications .....</b>	<b>28</b>
4.1	Overview .....	28
4.2	Scope of Work .....	28
4.3	Respondent Experience.....	28
4.4	Respondent Responsibilities .....	28
4.5	Township Responsibilities .....	29
4.6	Utilities.....	29
4.7	Pricing Requirements .....	29
4.8	Future Retainment.....	29
4.9	Site Visit .....	29
4.10	General .....	29
4.11	Site Preparation .....	30
4.12	General .....	30
4.13	Supply of Water .....	31
4.14	Geotechnical Investigation Report.....	31
4.15	Specifications .....	31
4.16	OPS General Conditions .....	31
4.17	Contractor to Investigate .....	31
4.18	Spills Reporting .....	31
4.19	Supply of Materials .....	32
4.20	Dust Control .....	32
4.21	Sign and Mailbox Maintenance.....	32
4.22	General Instructions.....	32
4.23	Other Instructions .....	33
<b>5</b>	<b>Evaluation Process.....</b>	<b>34</b>
5.1	Evaluation Stages and Total Evaluation Points Available .....	34
5.2	Total Evaluation Points Available .....	35
<b>6</b>	<b>Appendices.....</b>	<b>36</b>
6.1	Appendix A – Submission Requirements .....	36
6.2	Appendix B - Experience, References & Contingencies .....	37
6.3	Appendix D - Suppliers & Subcontractors .....	38
6.4	Appendix E - Respondent Information .....	39
6.5	Appendix F – Declaration Form.....	40
6.6	Appendix G - Price & Warranty Schedule .....	41
6.7	Appendix H - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Services.....	44
6.8	Appendix I - Agreement Acknowledgement.....	45
6.10	Appendix J – Supplementary Specifications .....	46
	Insurance and Bonding – Item 1.01.....	46
	Erosion and Sediment Control – Items 1.03 to 1.05.....	46
	Pulverization – Item 1.06 .....	47

Ditching – Item 1.08 .....	48
Ditching with Subdrain – Item 1.09 .....	48
Earth Excavation – Item 1.11 .....	48
Clearing and Grubbing – Item 1.12.....	49
Traffic Control – Item 1.13.....	49
Cross Culvert Installation – Item 2.02 .....	50
Granular Materials – Item 3.01 to 3.04.....	50
Import SSM – Item 3.05 .....	50
Hot Mix Asphalt – Items 3.06 and 3.07 .....	50
Topsoil and Hydroseeding – Item 3.08 .....	51
Erosion Control Blanket – Item 3.09 .....	51
Rock Excavation – Item 4.01 (Provisional) .....	51
Unsuitable Soil Disposal – Items 4.02 (Provisional) .....	51
6.12 Appendix K – Delivery Notice .....	53
6.13 Appendix L – Tender Drawings .....	54

## 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 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@minderhills.ca](mailto:twilson@minderhills.ca),
- ) Shannon Prentice, Deputy Clerk at [sprentice@minderhills.ca](mailto:sprentice@minderhills.ca),
- ) Trisha McKibbin, CAO/Clerk at [tmckibbin@minderhills.ca](mailto:tmckibbin@minderhills.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 results of the opening will be posted within 2 business days on the Township Website at <https://minderhills.ca/tenders/>

If you have questions or concerns regarding this matter, please contact the Township directly as outlined in Section 2.13 – Inquiries of the RFP document.

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 Tuesday September 1, 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 two business days 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@minderhills.ca](mailto:sprentice@minderhills.ca)

Inquiries concerning the RFT Specifications are to be directed to:

Travis Wilson, C.Tech.  
Director of Public Works  
Email: [twilson@minderhills.ca](mailto:twilson@minderhills.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 warranty period shall be 24 months from the date of Total Performance of the Work or such longer periods as may be specified for certain Products or Work.

## **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 Engage Engineering Ltd. 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.

- J All Risk Property insurance coverage for construction machinery, tools, equipment and temporary facilities used by the Successful Respondent for the performance of the work.
- J 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.
- J 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 – Phase 1 & 2**

The execution of this work will be completed in two Phases as identified on the contract drawings. The schedule and expected delivery for each Phase of this work is identified below:

The Successful Respondent may commence Phase 1 work no earlier than **September 21, 2020**. All work up to and including topsoil, seed and base course asphalt must be completed by **November 20, 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 Phase 1 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.

All Phase 2 work including Phase 1 surface asphalt may commence upon the lifting of half loads in the spring of 2021 and must be completed by **July 2, 2021** 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 Phase 2 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. 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.

### **3.18 Terms of Payment**

As per PART I.1 PROMPT PAYMENT 6.1 of the Construction Act, contractors are required to submit a proper invoice to receive payment within 28 days.

The Contractors proper invoice, are to be submitted by email to the following contact(s):

**Accounts Payable**  
[accountspayable@mindenhills.ca](mailto:accountspayable@mindenhills.ca)

&

**Travis Wilson, Director of Public Works**  
[twilson@mindenhills.ca](mailto:twilson@mindenhills.ca)

To assist contractors in submitting a proper invoice, the Township will require the following information on each invoice, including but not limited to:

- ) Total Approved Project Amount
- ) Total Work to Date
- ) Previous Billing Total
- ) Current Billing
- ) Date of Invoice
- ) Vendor Name and Contact information
- ) Cheque Payable to (if different from Vendor Name)
- ) Project Name
- ) Itemized Billing (displaying contract and actual amounts)
- ) HST (identified separately)
- ) HST Registration Number
- ) Holdback Amount, if applicable

A proper invoice shall be electronically submitted to the contact(s) identified above on the last working Friday of each month, for the previous month's work. The 28 day payment terms will commence the day a proper invoice is electronically submitted.

Should a contractor submit an invoice that is not proper, the Owner may return the invoice for correction. Failing to deliver a proper invoice on the last working Friday of the month may result in that invoice payment being delayed.

The Owner or the Owners Engineering Representative may issue a notice of non-payment within 14 days in the event that there is a dispute with the invoice in part or in whole.



In order to expedite the payment of a proper invoice, the Contractor may submit a draft invoice 7 working days prior to the last Friday of each month to the contact(s) identified above for review. Submission of this draft invoice shall be clearly identified as **DRAFT** and under no circumstances will any such payment result from this draft invoice

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.

### **3.19 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.

### **3.20 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 Success 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.

### **3.21 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.

### **3.22 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 Bobcaygeon Rd from Scotch Line to approximately 1100m north. The Reconstruction project will be split into two Phases as identified on the contract drawings and further described below:

- ) Phase 1 to include all work from station 1+000 to 1+800 up to topsoil, seed and base course asphalt
- ) Phase 2 to include all work from station 1+800 to 2+210 including Phase 1 surface course asphalt

There will be a design revision including minor realignment to the current Phase 2 design provided in the contract drawings. These design revisions will be available over the winter and will only have a minor effect on the quantities provided.

### 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:

- ) Pulverization of surface treatment
- ) Clearing and grubbing
- ) Ditching
- ) Placement of granular base and subbase
- ) Placement of hot mix asphalt base and surface course
- ) 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 provide information to the Contractor as needed.

## **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 Future Retainment**

The Successful Bidder may be retained for an additional three (3) years of similar road rehabilitation work to Bobcaygeon Road outside of the limits shown in the contract drawings, should the performance of the Successful Respondent provide satisfactory work. Satisfactory work will be determined at the discretion of the Contract Administrator.

## **4.9 Site Visit**

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

At this time the Director of Public Works for this project will be available to discuss the project and answer specific questions about the scope of work. Please contact Travis Wilson ([twilson@mindenhills.ca](mailto:twilson@mindenhills.ca)) to confirm the meeting schedule.

## **4.10 General**

Standard Specifications: It shall be the Contractor's responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified

otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

#### **4.11 Site Preparation**

It shall be the Contractor's responsibility to conduct site preparation under any item of this contract. Unless specifically itemized in the bid form, payment for these items is deemed to be included in the unit prices.

- ) Bonds, administration and supervisory costs.
- ) Mobilization and demobilization of equipment, material and Contractor's forces.
- ) Maintaining and updating project schedule
- ) Site preparation for work.
- ) Costs of all necessary approvals and permits as applicable.
- ) Cost of constructing laydown area in location acceptable to the Township.
- ) All costs associated with utility locates protection or temporary relocation and reinstallation of utilities, as applicable and not specified in other areas of the contract.
- ) Installation and removal of temporary barricades, hoarding, snow fencing and other protection required.
- ) Protection of trees not designated for removals
- ) Layout of work
- ) Cost of supplying and maintenance of adequate sanitary facilities.
- ) Costs associated with submission of shop drawings, product submissions and all other submissions.
- ) Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the Contract Administrator.
- ) Maintaining and reinstatement of existing road signs, mailboxes, etc.
- ) Maintaining the site in a clean and orderly manner.
- ) Cost of advertising of Substantial Completion in the Daily Commercial News.
- ) Cost of reinstating to original conditions the Contractor's lay down area.
- ) All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- ) All costs associated with environmental protection measures except as specifically mentioned for other Items of work.
- ) Careful removal and reinstallation of mailboxes, municipal address / number markings, Highway Signs and commercial and information signs within limits of roadway reconstruction. This work needs to be coordinated with Contractor's own traffic management plan. Following completion of work all existing signs need to be reinstalled in new locations as necessary for compliance with OTM and Traffic Highway Act.
- ) Protection of private properties

#### **4.12 General**

OPSS General Condition GC7.02 shall be followed. The Contractor shall at their own expense set all stakes necessary to properly define the location, alignment, elevation, and grade of the work to facilitate proposed construction to the satisfaction of the County.

#### **4.13 Supply of Water**

It shall be the Contractor's responsibility to supply and apply all water required for dust control and compaction under any item of this contract including dust control through the construction zones and on all roads unless otherwise specified in the item below. There will be no additional payment for water, as required.

#### **4.14 Geotechnical Investigation Report**

The Geotechnical Investigation Report, prepared by GHD Peterborough, dated September 2019 for Bobcaygeon Road may be referenced for additional information. Copies of the Geotechnical will be issued with the tender.

#### **4.15 Specifications**

The Ontario Provincial Standards Specifications (OPSS) form part of the Contract Documents but are not reproduced herein. The Contractor is responsible for obtaining and having on site a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions for Tender Items will take precedence over the OPSS where a conflict arises between the two specifications.

#### **4.16 OPS General Conditions**

Wherever in this Contract reference is made to the General Conditions it shall be interpreted as meaning the OPSS MUNI 100 General Conditions of Contract, November 2006.

#### **4.17 Contractor to Investigate**

It shall be the Contractor's responsibility to thoroughly inspect the site of the proposed work, determine the location of any buried or obstructing services, and make satisfactory arrangements to remove any interference with such service with the proper jurisdictional authority.

#### **4.18 Spills Reporting**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Director of Public Works. Such spills or discharges and their adverse effects shall be defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges for this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Director of Public Works. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

In the case of a spill, the Contractor shall use every effort required to contain the spill as may be required to mitigate adverse effects on the environment.

Upon satisfactory containment of the spill and upon direction from the Spills Action Centre and the Director of Public Works, the Contractor shall complete any clean-up of

the spill as may be directed. There will be no additional payment for costs associated with spill containment and clean-up, as may be required.

#### **4.19 Supply of Materials**

All materials necessary for the proper completion of the work shall be supplied by the Contractor, except as specifically noted. The payment provided in the Contract shall be deemed to include full compensation for the supply of all such materials.

#### **4.20 Dust Control**

In accordance with Section GC7 of OPSS General Conditions of Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

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

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway, which is the Contractor's responsibility to maintain for public traffic seven (7) days a week.

There shall be no additional payment for dust control, as required

#### **4.21 Sign and Mailbox Maintenance**

The Contractor shall be responsible for the maintenance of all signs and all mail boxes during the construction period and for the re-installation of the same at the completion of the contract according to the contract drawings, applicable Ontario Traffic Manual (OTM) and current Canada Post regulations governing mailboxes.

#### **4.22 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:



## **4.23 Other Instructions**

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

## 5 Evaluation Process

---

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 – 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. (Digital Submission 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 Bobcaygeon 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 K0M 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:

<b>ADDENDUM #</b>	<b>DATE RECEIVED</b>
<b>Check here if NO Addenda received</b>	<b>Check here if website checked for Addenda</b>

**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:

<b>SECTION 1 – Site Preparation, Removals, Erosion Control</b>						
Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
1.01	SP	Insurance and Bonding	1	LS	\$	\$
1.02	SP	Mobilization / Demobilization	1	LS	\$	\$
1.03	805, SP	Straw Bale Check Dam (OPSD 219.180)	4	ea	\$	\$
1.04	805, SP	Light Duty Silt Fence (OPSD 219.110)	985	m	\$	\$
1.05	805 SP	Rock Check Dam (OPSD 219.210)	8	ea	\$	\$
1.06	180, 510 SP	Asphalt Pulverization	7850	m <sup>2</sup>	\$	\$
1.07	180, 510	CSP Culvert Removal (total - 8)	85	m	\$	\$
1.08	206, SP	Ditching	1020	m	\$	\$
1.09	206, 405 SP	Ditching with Subdrain	65	m	\$	\$
1.10	180, 206	Strip and Export Topsoil	9100	m <sup>2</sup>	\$	\$
1.11	180, 206, 501 SP	Earth Excavation	2310	m <sup>3</sup>		
1.12	201, SP	Tree Clearing and Grubbing	1	LS	\$	\$
1.13	706, SP	Traffic Control	1	LS	\$	\$
<b>TOTAL SECTION NO.1: (excluding HST)</b>						\$

<b>SECTION 2 – Storm Sewer</b>						
Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
2.01	421	450mm HDPE Driveway Culverts (Driveways - 11)	108	m	\$	\$
2.02	421, SP	450mm HDPE Cross Culverts (Cross - 3) incl. frost taper	39	m	\$	\$
<b>TOTAL SECTION NO.2: (excluding HST)</b>						\$

<b>SECTION 3 – Road Construction</b>						
Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
3.01	314, 501, SP	Granular 'A' (150mm depth)	9900	m <sup>2</sup>		
3.02	314, 501, SP	Granular 'A' Driveways (150mm depth)	550	m <sup>2</sup>		
3.03	314, 501, SP	Granular 'A' Cross Fall Correction	750	t		
3.04	314, 501, SP	Granular 'B' (450mm depth)	400	m <sup>2</sup>		
3.05	206, 314, 501, SP	Import SSM	1000	t		
3.06	310, SP	Hot Mix HL8 PG58-34 Asphalt (50mm depth)	8175	m <sup>2</sup>		
3.07	310, SP	Hot Mix HL1 PG58-34 Asphalt (40mm depth)	8175	m <sup>2</sup>		
3.08	802, 804, SP	Topsoil (100mm) and Hydroseeding	7640	m <sup>2</sup>		
3.09	805, SP	Nilex SC150 Erosion Control Blanket	890	m <sup>2</sup>		
<b>TOTAL SECTION NO.3: (excluding HST)</b>						\$

<b>Tender Summary</b>		
<b>Total Section No. 1 - Site Preparation, Removals, Erosion Control</b>		\$
<b>Total Section No. 2 – Storm Sewer</b>		\$
<b>Total Section No. 3 – Road Construction</b>		\$
<b>Sub-total Tender (excluding HST)</b>		
<b>HST#</b> _____	<b>HST@ 13%</b>	\$
<b>Total Tendered Price</b>		\$

**Provisional:**

**Tender award will be made based upon the lowest compliant bidder for the Total Tendered Price. Once the lowest compliant bidder has been identified the County reserves the right to include any or all of the provisional items at any time during the award or construction process.**

<b>SECTION 4 – Provisional Items</b>						
Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Total Price
4.01	206, 403, SP	Rock Excavation	75	m <sup>3</sup>	\$	\$
4.02	206, SP	Unsuitable Soil Disposal	50	m <sup>3</sup>	\$	\$

## 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 Bobcaygeon 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.

### Insurance and Bonding – Item 1.01

The Contract price shall include all costs associated with obtaining the required Insurance and Bonding as per the General Provisions. Payment shall be 60% of the tender amount for the initial payment certificate and the balance shall be prorated over the duration of the Contract

### Mobilization/Demobilization – Item 1.02

The Contract price shall include all costs related to moving onto the site, setting up a staging area and work trailers and removing all construction related items/materials once the contract has been completed. Also included is all restoration costs associated with the staging area and construction laydown area. The lump sum price shall cover other costs incidental to the contract for which there is not a specific item. Payment shall be 30% on the first payment certificate, 20% on the final payment certificate of 2020, 30% on the first payment certificate of 2021 and the remainder on the final payment certificate.

### Erosion and Sediment Control – Items 1.03 to 1.05

The Contractor is required to install and maintain erosion and sedimentation control measures to contain sedimentation within the site as per the Contract drawings. Should the Contractor allow sediment to enter downstream lands, the Contractor shall be required to undertake whatever clean-up measures are required to restore the area to its original condition.

In all areas, the Contractor shall, as a means of controlling erosion and runoff, schedule his operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

Erosion and sediment control measures are required to be in place prior to construction commencing. The contractor shall be required to adjust the location of the erosion and sediment control measures to suit their operation and construction phasing; no additional payment will be made for this work.

The specifications for OPSS 805 are amended and extended as follows:

- a) Where, in the opinion of the Contract Administrator or any Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or the Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times

which are easily accessible and may be implemented by him at a moment's notice.

- b) The Contractor shall ensure that all workers, including Sub-Contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.
- c) The Contractor shall periodically, or when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

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

### **Pulverization – Item 1.06**

All in accordance with OPSS 206, 301, 314, 330 and 501 except as amended below:

The Contractor will be required to pulverize the existing asphalt, RAP and granular area, including tapers, radii, widenings, shoulder, etc. to a minimum depth of 200 mm, shape, grade and compact in accordance with OPSS 301 and OPSS 330.

On **Bobcaygeon Road**, the area to be pulverized is approximately 7.0m wide (grass line to grass line – 7.0 m wide of asphalt surface treatment). The existing asphalt surface treatment has an average depth of approximately 13 mm.

The reclaimed material shall be placed in such a manner so as to minimize any segregation and the compacted surface of the mix shall be in accordance with the surface tolerances of OPSS 301. This may require modifications or specially adapted equipment to complete the work. The finished reclaimed mix shall be compacted to a minimum of 96% of the laboratory compacted density or as noted in the laboratory prepared mix design. The Contractor shall provide details on methods of compaction to be utilized. The processing shall be carried out so that all material passes the 26.5mm sieve and not more than 65% passes the 4.75mm sieve.

Appropriate transition areas to be pulverized and graded, to facilitate transition between new and existing asphalt grades.

The compacted mix shall be smooth and true to the established crown and grade. The Contractor is to confirm the crossfall of reclaimed area to the Township. All deficient areas shall be reprofiled to meet the specified surface tolerance, all at the Contractor's expense. The grade and slope of the finished reclaimed mix shall meet tolerances as per OPSS 314 specifications for Granular 'A'.

Completed horizontal and vertical profile must be uniform and consistent all in accordance with OPSS 301.

Measurement for payment is based on the final actual pulverized area in square metres per OPSS 330.09.

Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

### **Ditching – Item 1.08**

All in accordance with OPSS 206, except as amended below:

The bid price shall include disposal of all unsuitable materials offsite, grading new ditch and ditch side slopes to match adjacent ground and adjustments as needed to ensure positive drainage to the main cross culverts and entrance culverts.

Payment will be by measured linear metres in the field.

The unit price tendered shall include all costs for labour, material and equipment to construct the ditches and move any excavated material offsite.

### **Ditching with Subdrain – Item 1.09**

The scope of work shall include:

Supply and installation of 150 mm diameter perforated subdrain c/w filter sock under the new drainage swale, as indicated on the Contract Drawings and as directed by the Contract Administrator, in a 500 mm x 300 mm trench filled with imported clear stone. Subdrain to include cap at beginning of run.

Work to be in accordance with OPSS MUNI 405 and OPSD 216.021.

Measurement for payment shall be actual quantity and the unit of measurement is metres. Payment at the Contract unit prices shall be full compensation for all labour, equipment and material to do the work.

### **Earth Excavation – Item 1.11**

OPSS 206 applies with the following amendments.

Scope under this item includes but is not limited to the following work:

- ) Excavation, placing and grading of material in cut and fill sections to achieve the required sub-grade elevations.



) Management/disposal of excess or unsuitable material.

Suitable material from areas of excavation shall be re-used in embankment/fill sections. This material shall be tested by the Contractor in accordance with OPSS 206 and material shall be approved by the Contract Administrator prior to re-use. Excess material shall be disposed of in accordance with OPSS 180 at no additional cost. The contractor is advised that the majority of excavated material is surplus to the contract and should be handled accordingly.

Where organic material is encountered within proposed subgrade, this will be excavated, measured and paid for under a provisional item. This unacceptable material shall be disposed of by the Contractor, off the site.

Compaction of sub grade shall be in accordance with OPSS 501. The Contractor shall undertake quality control testing for compaction as per OPSS 501. Written proof of the compaction (test results) shall be provided to the Contract Administrator prior to placement of Granular "A" and "B". The costs associated with the testing shall be borne by the Contractor.

Quality assurance testing for compaction shall be undertaken by the Contract Administrator on an as-required basis. If the material fails to meet the compaction requirements of OPSS 501, the material shall be removed and replaced at the Contractor's expense.

### **Clearing and Grubbing – Item 1.12**

OPS 201 applies except as amended below. Work under this item includes all clearing and grubbing within the project limits, including removal of trees and stumps shown on the contract drawings. Payment shall be lump sum and the Contractor shall make their own estimate of the extent of clearing and grubbing required to properly prepare the site within the limits of construction.

### **Traffic Control – Item 1.13**

Under this item, the Contractor shall supply and maintain all temporary signing, traffic and pedestrian protection as per the Occupational Health and Safety Act, Ontario Traffic Manual (OTM) Book 7 and OPSS 706.

One lane of traffic must be maintained on Bobcaygeon Road at all times during construction, with two lanes open outside working hours. Detours on to Township roads are not required or permitted. Access to all residential and commercial properties within the project limits must be maintained at all times during construction. Safe and convenient facilities for pedestrian traffic through areas under construction are to be provided and maintained by the Contractor, at the Contractor's cost, to the satisfaction of the Contract Administrator.

Prior to construction, the Contractor shall prepare and submit copies of traffic control plans for each phase of the project to the County for review and approval.

The Contractor is advised of the Township of Minden Hills By-law for Reduced Speed Limits in Designated Construction Zones. There will be no additional claim for payment for signs as may be required.

In the event of failure of traffic control and temporary traffic control measures, the Township shall notify the Contractor of the location and scope of the failure. Upon receipt of notification of failure of traffic control and temporary traffic control measures, the Contractor shall restore conditions within 24 hours of notifications, all to the satisfaction of the Township.

### **Cross Culvert Installation – Item 2.02**

OPS 421 applies except as amended herein. The unit price for each culvert shall include the required frost taper, as per OPSD 803.030 or as indicated on the contract drawings.

### **Granular Materials – Item 3.01 to 3.04**

OPSS 314 applies with the following amendments.

The scope of work under these items includes placement of granular material as outlined below:

- ) Granular “A” for road base construction.
- ) Granular “A” for entrance construction
- ) Granular “B” for road base construction

Prior to delivery on-site, the material shall be tested at the source. The Contractor must provide the Township with test results indicating that the material to be supplied conforms to OPSS MUNI 1010. The testing must be performed by a Certified Laboratory. Compaction of granulars shall be in accordance with OPSS 501. The Contractor shall undertake quality control testing for compaction as per OPSS 501. The minimum frequency of compaction testing shall be one (1) test per 200 m for each lift of material. Written proof of the compaction (test results) shall be provided to the Contract Administrator prior to subsequent lifts of material being placed.

### **Import SSM – Item 3.05**

The unit price for this item shall include the supply and placement/compaction of imported material required to bring the specified areas of the site up to pre-grade elevation. All onsite works are to be inspected by the Owner’s geotechnical consultant at the Owner’s expense.

Payment will be by the tonne and based on weigh tickets provided by the Contractor

### **Hot Mix Asphalt – Items 3.06 and 3.07**

OPSS 310 applies except as amended below.

The scope of work includes the paving of HL8 binder and HL1 surface course hot mix asphalt as shown on the contract drawings. The performance graded asphalt cement will conform to OPSS MUNI 1101 specifications, PG58-34. The Contractor’s mix design for HL1 shall have a minimum asphalt cement content of 5.1% and a minimum stability of 10,000(n). The Contractor’s mix design for HL8 shall have a minimum asphalt cement content of 4.9% and a minimum stability of 10,000(n).

The Contractor shall use a current Ministry of Transportation Ontario design mix, if available. If a current mix design is unavailable, the Contractor will be responsible for producing a mix design.

Existing pavements and driveways shall be cut in smooth straight lines. Step joints shall be placed at construction limits with existing asphalt and appropriate tapered joints shall be placed at limits with existing surface treatment. Tack coat shall be applied to all asphalt and concrete vertical surfaces prior to paving. The cost of tack coat shall be included in the unit price for asphalt.

QA and QC testing shall be completed in accordance with OPS 310. QA and referee samples shall be delivered to the Township's QA laboratory, which has yet to be determined for this contract.

Measurement for payment shall be by the m<sup>2</sup> for hot mix asphalt. Payment shall be adjusted based on changes to the MTO Asphalt Cement index.

### **Topsoil and Hydroseeding – Item 3.08**

All in accordance with OPSS 802 and 804, except as amended below:

Under these items the Contractor is to supply and place 100mm of screened topsoil and hydroseeding, as shown on the contract drawings. The contractor is advised that any exposed slopes 3:1 or steeper must be restored immediately following earth excavation. Seed mixture shall be MTO standard roadside mix.

Payment shall be by square metre, 50% upon supply and placement and 50% upon established full growth. Areas identified on the Contract Drawings that are in rock will not require topsoil and seed.

### **Erosion Control Blanket – Item 3.09**

The Contract unit price shall include the supply and placement of Nilex SC150 erosion control blanket or approved equivalent. Measurement for payment shall be by the m<sup>2</sup>. Areas identified on the Contract Drawings that are in rock will not require erosion control blanket. Any areas steeper than 3:1 shall require erosion control blanket.

### **Rock Excavation – Item 4.01 (Provisional)**

OPS 403 applies except as noted below. This provisional item shall apply in cases where rock is encountered during ditching and/or road base excavation. If rock is encountered during ditching, Rock shall be excavated and removed and disposed of off-site. Payment will be by the cubic meter of rock removed.

### **Unsuitable Soil Disposal – Items 4.02 (Provisional)**

Materials which are either unsuitable or surplus to the requirements of the Contract, and which are to be disposed of, shall be disposed of outside the right-of-way in waste disposal areas arranged for by the Contractor and shall avoid any environmentally sensitive areas identified in the contract.

Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the highway, and shall be carried out in an environmentally acceptable manner and shall avoid any environmentally sensitive areas identified in the contract.

For disposal sites off the contract, written permission from the owner of the property upon which there is to be disposal, shall be obtained and filed with the County prior to any disposal and shall save the Authority harmless from all claims that may arise from such disposal. Should the property be Crown Land, such permission shall be obtained from the Ministry of Natural Resources and/or the applicable Conservation Authority.

The Contractor shall contact the local Municipality to ensure conformity with any applicable fill By-Law prior to disposal of any surplus materials.

## 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. 20-06</b></p> <p style="text-align: center;"><b>The Reconstruction of Bobcaygeon 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