



CONTRACT NO. 2017-03

**Baldwin Hauled Sewage
Site Improvements**

THE TOWNSHIP OF BALDWIN

September 2017



THE TOWNSHIP OF BALDWIN

TENDER FOR

CONTRACT NO. 2017-03

**BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS**

Sealed tenders, on forms and envelopes provided by the Corporation, will be received at the Baldwin Municipal office:

ADDRESS:

The Township of Baldwin
11 Spooner Street
McKerrow, Ontario
POP 1M0

**No Later Than
10:00 A.M. LOCAL TIME
Wednesday October 11th, 2017 – 10:00 a.m.**

CONSTRUCTION WORKS

The construction works generally includes the following approximate quantities:

- 500 m³ Earth Excavation
- 300 linear metres. of chain link fence (provisional)
- fill material for liner installation
- 1,250 m² Geosynthetic Clay Liner (Owner Supplied)

TENDER DOCUMENTS

Documents may be obtained at the Township of Baldwin, 11 Spooner Street, McKerrow, Ontario P0P 1M0 **on or after 10:00 a.m. Wednesday, September 20, 2017** Tender documents may also be viewed at the same location. **For further information, please call Mr. Jason Bergeron at R.V. Anderson Associates Limited at 705-560-5555 or fax to 705-560-5822.**

TENDER OPENING

Tenders will be opened publicly at **6:30 p.m., on Wednesday October 11th, 2017, at the Baldwin Municipal Office**

TENDER AWARD

Lowest or any tender not necessarily accepted.



THE TOWNSHIP OF BALDWIN

CONTRACT NO. 2017-03

Baldwin Hauled Sewage Site Improvements

TABLE OF CONTENTS

PART #1	- Instructions to Tenderers
PART #2	- Form of Tender - Schedule of Unit Prices - Standard Form of Agreement
PART #3	- Special Provisions
PART #4	- Supplemental General Conditions
PART #5	- Contract Plans Listing - Specification Listing - Standard Drawing Listing
PART #6	- OPS General Conditions (in Legal copies only)

PART 1

Part # 1

INSTRUCTIONS TO TENDERERS

INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.	DESCRIPTION OF THE WORKS	1
2.	GENERAL CONDITIONS, STANDARD SPECIFICATIONS, AND DRAWINGS	1
3.	OWNER OF THE WORKS	1
4.	ADDENDA	1
5.	DELIVERY AND OPENING OF TENDERS	2
6.	DISQUALIFICATION OF TENDERS	2
7.	WITHDRAWAL OR QUALIFYING OF TENDERS	2
8.	INFORMAL OR UNBALANCED TENDERS	3
9.	EXAMINATION OF SITE	4
10.	TENDER	4
11.	OMISSIONS, DISCREPANCIES AND INTERPRETATIONS	4
12.	ACCEPTANCE OR REJECTION OF TENDERS	4
13.	PERIOD OF VALIDITY OF TENDERS	5
14.	TENDER DEPOSIT	5
15.	AGREEMENT	6
16.	PERFORMANCE AND PAYMENT BONDS, LETTER OF CREDIT	6
17.	SUBCONTRACTORS	7
18.	WORKPLACE SAFETY AND INSURANCE BOARD	8
19.	OCCUPATIONAL HEALTH AND SAFETY	8
20.	CANADIAN LABOUR AND MATERIALS	8
21.	GOVERNMENT TAXES	9

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
22.	INSURANCE	9
23.	RIGHT OF THE OWNER	9
24.	CONTRACT AWARD	9
25.	PRE-CONSTUCTION MEETING	9
26.	SAFETY	10
27.	CONSTRUCTOR	10
28.	SAMPLE "IRREVOCABLE LETTER OF CREDIT"	11

INSTRUCTIONS TO TENDERERS

1. DESCRIPTION OF THE WORKS

The work consists of the supply of all labour, material, equipment, and supervision necessary to complete the work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing, the work generally consists of the following:

Upgrade and Berm Repair at Baldwin Hauled Sewage Site.

2. GENERAL CONDITIONS, STANDARD SPECIFICATIONS & DRAWINGS

All work shall be carried out in accordance with current Ontario Provincial Standard Specifications and Drawings and the requirement of these Contract Documents and Drawings. The current Ontario Provincial Standard General Conditions apply to this contract and will be included in the legal documents.

3. OWNER OF THE WORKS

The Owner of the works shall be the Corporation of the Township of Baldwin. Wherein this contract reference is made to the Township of Baldwin, The Township, The Municipality, The Town, The Corporation of the Township of Baldwin, or the Corporation, it shall mean the same as the Owner and defined in Section 1.0 of the General Conditions.

4. ADDENDA

A copy of all Addenda will be hand delivered, sent by courier, electronic correspondence, or faxed, to each prospective bidder who has obtained Tender Documents and the Township.

Addenda will be issued under the following circumstances:

- a) Interpretation of tender documents as a result of queries from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of tender documents.

All such changes as addressed in the addenda shall become an integral part of the tender documents and shall be allowed for in arriving at the tender price.

Oral instructions shall not be considered valid unless they are confirmed in writing by the Engineer.

5. DELIVERY AND OPENING OF TENDERS

Tenders, sealed in the **envelope provided** which shall be clearly marked with the project or contract title (including the name of the municipality or area) and the contract number, if any, will be received by the Township of Baldwin at the location stated in the tender advertisement for receipt of tenders until **10:00 a.m. local time Wednesday October 11th, 2017**. Before being placed in the tender box by the Tenderer, the tender envelope will be marked with the time and date the envelope is received. The use of the mails or courier for delivery of a tender will be at the sole risk of the Tenderer and no consideration will be given to tenders deposited after the advertised deadline.

Delivery to any employee of the Municipality concerned with the reception or delivery of mail will not be considered as proper delivery unless the envelope is subsequently deposited in the tender box before the said closing time.

On the closing day, commencing at 10:30 a.m. local time the envelopes will be opened in order received and the tenders will be read and recorded publicly in the location stated in the tender advertisement. Tenders will then be passed to the Owner's Consulting Engineer who will check and analyze the tenders and submit a report and recommendation to the Municipality.

6. DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

- a) Are received after 10:00 a.m. local time on the advertised closing date for tenders.
- b) Are not accompanied by a tender deposit in an amount not less than that specified.
- c) Are not accompanied by an Agreement to Bond in accordance with these documents and acceptable to the Township Solicitor.

7. WITHDRAWAL OR QUALIFYING OF TENDERS

A Tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tender for this contract.

A Tenderer may withdraw or qualify his tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his tender to be delivered to the Township of Baldwin. Such a submission at the location stated in the tender advertisement for the receipt of tenders must be received in sufficient time to be marked with the time and date of receipt and to be placed in the tender box before 10:00 a.m. on the date for closing of tenders. The Tenderer shall show his name, the name of the project and contract number on the envelope contained such letter. No telegrams, fax transmissions or telephone calls will be considered.

8. INFORMAL OR UNBALANCED TENDERS

All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations and erasures, alterations (unless properly and clearly made and initialled by the Tenderer's signing officer) or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the owner may be rejected.

Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly.

A discrepancy in addition or subtraction in a tender shall be corrected by the owner by adding or subtracting the items correctly and correcting the Total Tender Price accordingly. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

If a Tenderer has omitted or failed to enter a price for an item of work set out in the Form of Tender, he shall, unless he has specifically stated otherwise in his tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.

The Owner reserves the right to waive formalities at its discretion.

The Owner reserves the right to reject any or all tenders.

Tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

9. EXAMINATION OF SITE

Bidders can contact Todd Fremlin at the Township of Baldwin to schedule a visit. Each Tenderer shall visit the site of the works before submitting his tender and should by personal examination satisfy themselves as to the local conditions to be met with during the construction and conduct of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered including the nature of the subsurface material and conditions. The tenderer is not to claim at any time after submission of the tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

10. TENDER

Each tender shall be in accordance with Section 2 of the General Conditions and shall include a completed Form of Tender, an Agreement to Bond, on the form provided, a tender deposit as required herein, together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with his tender. The Tenderer may retain the rest of the tender documents issued to him.

The Tenderer shall give the Total Tender Price both in words and in figures and, except as otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces for unit prices, lump sums, and other information in the Form of Tender. The tender must be enclosed in the tender envelope provided.

11. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify the Consulting Engineer, in writing or by fax and not later than seven (7) days before the closing date for tenders. If the Consulting Engineer considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an addendum to all who have taken out tender documents.

12. ACCEPTANCE OR REJECTION OF TENDERS

Subject to the General Conditions, except as provided hereunder, neither the Consulting Engineer nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation of a tender to the Owner for acceptance does not constitute acceptance of the tender by the Owner.

A tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer or when the Engineer, with the written authorization of the Owner and within the period referred to in Section 16 hereof,

has issued a written order to commence work to the Tenderer and the Owner or anyone acting on its behalf has requested the Tenderer to execute the Agreement and to return it to the Owner and the acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the Owner receive a Performance Bond and a Payment Bond in a form acceptable to the Township Solicitor, and in accordance with the requirements hereof, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the Tenderer whose tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed. The Owner reserves the right to reject any or all tenders and to waive formalities as in the interests of the Owner may require without stating reasons therefore and the lowest or any tender will not necessarily be accepted. If an insufficient number of tenders are received, tenders may be returned unopened.

13. PERIOD OF VALIDITY OF TENDERS

The Tenderers attention is drawn to the Form of Tender, "Standard Tender Requirements", for the tender validity period.

The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the Engineer's written order to commence work will be issued to the Tenderer within a 30-day period after the opening date for tenders, unless otherwise noted.

14. TENDER DEPOSIT

Each tender shall include a tender deposit in the form of a certified cheque or an Irrevocable Letter of Credit in the amount of **10% of total bid**, as stated in the Form of Tender. The tender deposits of all but the two (2) lowest tenders will be returned within ten (10) days after the date of opening of tenders. The tender deposits of the two (2) lowest Tenderers will be retained until a tender has been accepted and an approved surety for the proper fulfilment of the contract has been furnished to the satisfaction of the Town Solicitor and the Engineer for the Owner, save that if a Tenderer has not been requested by the Owner to execute the Agreement within 60 days after the date of opening tenders or if the Engineer has not issued to the Tenderer a written order to commence work within the said 60 days, his tender deposit will be returned, except as otherwise provided herein. After the execution of the Contract and the receipt by the Owner of approved surety, the tender deposit of the successful Tenderer will be returned.

If either of the above-mentioned two (2) Tenderers has not been notified within 30 days after the date of opening tenders that his tender has been recommended to the Owner for acceptance, he may apply to the Owner for the return of his tender

deposit. Unless otherwise determined by the Owner, the tender deposit of one of the said two (2) tenders (normally the one who submitted the second lowest tender) will be returned within 10 days of closing. The tender deposit of the other Tenderer will be retained or returned by the Owner as provided for elsewhere in this Section.

The Owner may at its discretion:

- a) cash a tender deposit cheque and deposit the proceeds to its account, without prejudice to the ultimate disposition of such tender deposit as provided for herein; or
- b) return a tender deposit to a Tenderer at an earlier time that provided for herein; or,
- c) return a tender deposit to a Tenderer on receipt from the said Tenderer of an alternative security acceptable to the Owner in lieu of the said tender deposit; and no such action shall prejudice the validity of the tender to which such tender deposit relates.
- d) Except as otherwise herein provided the Tenderer guarantees that if his tender is withdrawn before the Owner shall have considered the tenders or before or after he has been notified that his tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of seven (7) days as stipulated and as required herein, the Agreement executed by the Tenderer, a Performance Bond executed by the Tenderer and the Surety Company and other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Owner may deem advisable.

15. **AGREEMENT**

The Tenderer agrees that, if requested to do so by the Owner or anyone acting on its behalf within 60 days after the date of opening tenders, he will execute in triplicate and return to the Owner the Agreement in the form bound herein within seven (7) days after being so requested. If the Tenderer has not been so requested within the said 60 days or if the Owner's written order to commence work has not been mailed or delivered to the Tenderer or his office or his postal address within the said 60 days, the Tenderer may, unless he has otherwise agreed or offered and accept as otherwise provided herein, withdraw his tender.

16. **PERFORMANCE AND PAYMENT BONDS, LETTER OF CREDIT**

The successful Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, will be required to furnish to the Owner a Performance Bond in the amount of one hundred percent (100%) of the total tender price and such additional amount, if any, as may be required by the Owner. The Tenderer shall

tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% of the total tender price. In the event that the bond is required to be in an amount in excess of 100% of the total tender price, the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice. The 100% Performance Bond will remain in full force without reduction until the end of the maintenance period.

The Tenderer shall include with his tender an Agreement to Bond in a form acceptable to the Township Solicitor (sample can be found in Section 33 of the Instructions to Tenderers, herewith executed under its corporate seal by the surety company from which he proposed to obtain the required bonds.

The Tenderer will be required to furnish the surety in triplicate as required herein and in the forms bound herein within seven (7) days after notification of the execution of the agreement by the Owner has been mailed to him. One copy of the said surety shall be bound into each of the three (3) executed sets of the Contract. The Tenderers attention is drawn to the Form of Tender, "Standard Tender Requirements", for bonds, which may be required for subcontractors.

17. SUBCONTRACTORS

The Tenderer shall give in Statement 'A' sheet of the tender document the name and address of each proposed subcontractor used in making up his tender and shall state the portion and value of the work allotted to each. Only one subcontractor shall be named for each part of the work to be sublet.

If the successful Tenderer wishes to substitute a subcontractor other than the one named in Schedule 'A' of the Form of Tender for a specific item of work, he shall submit documentation to the Engineer pertaining to the proposed subcontractor's experience and competence to carry out the work. Employment of the proposed subcontractor on the works is subject to the written approval of the Engineer.

The term "subcontractor" as referred to in this Clause 17 shall not include suppliers of pre-selected equipment unless otherwise specifically stated in these documents or directed.

Attention is drawn to Section 3.0 of the General Conditions and to the instructions on Statement A sheet.

The Performance Bond is to be in the form of C.C.A. Document No. (S)21 and the Labour and Material Payment Bond in the form of C.C.A. Document (S)22, both as approved by the Insurance Bureau of Canada. The Owner will reimburse the Contractor in the amount of the cost of the bonds, with no mark-up included, upon submission by the Contractor to the Owner of the surety companies' relevant receipted invoices.

The Owner will not require completed Agreement to Bond forms, for the subcontractor's bonds mentioned above, to be submitted by the Tenderer at the time of tendering. The Tenderer may, in his discretion, decide to obtain Agreements to Bond from his subcontractors at the time of tendering.

18. WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall at the time of entering into any contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board, stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The selected Tenderer shall submit such statutory declaration or clearance letter to the Owner in triplicate together with the Agreement executed by the said Tenderer. One copy of the statutory declaration or clearance letter shall be bound into each of the three (3) executed sets of the Contract.

19. OCCUPATIONAL HEALTH AND SAFETY

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this contract, unequivocally acknowledges that it is the constructor within the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

"A constructor shall ensure, on a project undertaken by the constructor that,

- (a) the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- (b) every employer and every worker performing work on the project complies with this Act and the regulation; and,
- (c) the health and safety of workers on the project is protected".

20. CANADIAN LABOUR AND MATERIALS

Unless otherwise specifically approved in writing by the Owner or specified in the Contract the Contractor shall employ Canadian labour. He shall utilize materials, parts and equipment of Canadian manufacture in constructing the works wherever possible.

21. GOVERNMENT TAXES

The Tender's attention is drawn to Clause 4-1 of the Supplemental General Conditions.

22. INSURANCE

The Tender's attention is drawn to the insurance requirements as set forth in Section GC 6.03.02 and 6.03.03 of the General Conditions and Clause 4-1 of the Supplemental General Conditions.

23. RIGHT OF THE OWNER

The Owner reserves the right reject any of all tenders.

The Owner shall not accept any inconsistency in the Unit Prices bid for the various items.

The Owner reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

24. CONTRACT AWARD

Lowest or any tender not necessarily accepted.

25. PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be scheduled with the successful Tenderer, following contract award. The Contractor will be required to submit to the Contract Administrator the following information at that time, namely;

- a) A construction "Progress Schedule" indicating clearly the proposed order and time allowance for various phases of the work in sufficient detail to show weekly progress.
- b) A listing of sub-contractors and suppliers that Contractor wishes to utilize for completing work on the contract in accordance with GC 3.09 "Assignment, Subletting and Renting" in the General Conditions.
- c) Silt Mitigation Plan.
- d) Temporary Water Supply System Plan.
- e) Construction Staging Plan and methodology

26. SAFETY

In conjunction with GC7.00 of the General Conditions, the Contractor must do all works in conformance with the Occupational Health and Safety Act, and regulations for construction projects.

The Corporation of the Township of Baldwin has Asbestos Cement (AC) mains and services at various places throughout the Municipality. All persons involved in work (Workers and Supervisors) are required to be trained in and provide proof of training by a competent person in an Asbestos Awareness Program as a minimum. If an AC pipe will be disturbed during construction, proper handling and disposal practices shall be followed in accordance with Regulation 278/05 Asbestos on Construction Projects and in Building and Repair Operations.

27. CONSTRUCTOR

Constructor means, for the purpose of, and within the meaning of the Occupational Health and Safety Act, R.S.O. 1990, C.O.1, as amended and amendments thereto, the contractor who executes the Contract.

28. SAMPLE

IRREVOCABLE LETTER OF CREDIT

Letters of Credit No. _____ Amount: \$ _____

Initial Expiry date: _____ 32

**TO: Township of Baldwin
11 Spooner Street
McKerrow, Ontario
P0P 1M0**

PROVIDE CERTIFIED CHEQUE OR.....

WE HEREBY AUTHORIZE YOU TO DRAW ON THE

_____ (Name of Bank and Branch/Caisse Populaire/Credit Union)

for the account of _____

UP TO AN AGGREGATE AMOUNT OF _____

_____ (\$ _____) payable on demand.

PURSUANT TO THE REQUEST OF our customer:

We the _____
(Name of Bank and Branch Caisse Populaire/Credit Union)

hereby establish and give you an Irrevocable Letter of Credit for 10% of the total cost of this tender or certified cheque, of the same amount, which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

WE UNDERSTAND THAT THIS LETTER OF CREDIT relates to services to be performed pursuant to an Agreement between the customer and The Corporation of the Township of Baldwin and referred to as the:

HAULED SEWAGE SITE

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Corporation of the Township of Baldwin.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this ____ day of _____, 2017.

COUNTERSIGNED BY:

(Name of Bank/Caisse Populaire/Credit Union)

Per: _____

Per: _____

PART 2

PART #2

INDEX

- **FORM OF TENDER & SCHEDULE OF UNIT PRICES***
- **STATEMENT 'A' – LIST OF SUBCONTRACTORS**
- **FORM OF AGREEMENT**

* **For tendering purposes, use documents supplied in tender envelope.**

FORM OF TENDER
CONTRACT NO. 2017-03
TENDER FOR BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS

Tender by: _____

Residing at (or place of business) _____

and _____

Residing at (or place of business) _____

Comprising of the firm of _____

A company duly incorporated under the laws of _____

And having its head office at _____
Hereinafter called "The Tenderer".

NOTE: The Tenderer's name and residence must be inserted above, and in the case of an incorporated firm, the name and residence of each and every member of the firm must be inserted.

To: **The Corporation of the Township of Baldwin**

I (WE) _____

have carefully examined and all contract documents relating to the proposed works, including the: Form of Agreement, Addendum / Addenda No___ to No___* inclusive, Special Provisions, Information for Tenderers, Supplementary General Conditions, General Conditions, Supplementary Specifications, Specifications, Standard Specifications, Contract Drawings, Standard Drawings, Form of Tender, Agreement to Bond relating thereto, hereby tender and offer in accordance therewith to enter into a contract to construct the said works in strict accordance with the contract documents and such further detail drawings as may be supplied from time-to-time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the sum (**including Harmonized Sales Tax**) of:

Total Contract Price _____

_____ Dollars (\$ _____)

* The tenderer will insert here the numbers of the Addenda received by them during the tendering period and taken into account by them in preparing his tender.

The Tenderer agrees that, if this tender is accepted by the Owner:

1. to furnish an approved surety for the proper fulfilment of the Contract as required under the terms of Section 16, Performance and Payment Bonds, Letter of Credit of the Information to Tenderers, and to execute the Agreement in triplicate within seven (7) days after being notified to do so by the Engineer. In the event of default or failure on the Tenderer's part to do so, the Tenderer agrees that the Town shall be at liberty to retain the deposit for the use of the Town, and to accept the next lowest or any Tender, or to advertise for new Tenders, or to carry out the works in any other way it may deem best. The Tenderer agrees that in the event of default or failure and the Town retains the deposit, that deposit shall be applied by the Town to the difference between this Tender and any greater sum which the Town may expend or incur by reason of such default or failure, or by reason of such action on the part of the Town, including the cost of advertisement for new Tender. In the event that the costs are less than the amount of the deposit, the balance will be returned to the Tenderer. In the event of a shortfall between the amount of the deposit and the costs incurred as a result of the default or failure, then the Tenderer agrees to pay that difference.
2. the Tenderer will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract;
3. the carrying out of any work referred to in paragraph 1) above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Owner or of the Engineer under the Contract;
4. the Tenderer will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as expressly modified by all Contract Change Orders issued by the Engineer remains uncompleted after the expiry of the Time for Completion specified in the Contract or the extended time for completion allowed in writing by the Engineer.

The prices applicable to work referred above shall be determined as follows:

- (a) The Schedule of Unit Prices shall apply where applicable:

The Tenderer agrees that he is not entitled to payment of the Contingency Allowance except for the additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Engineer in writing.

The Tenderer agrees that, if so requested in writing by the Owner, he will enter into a contract with the Owner based upon his tender by jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counter offer by the Owner.

The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or incorporation other than the Tenderer has any interest in this tender or in the proposed contract for which this tender is made.

The Tenderer further declares that this tender is made without any connection, comparison of

figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer further declares that no officer or employee of the Consulting Engineer is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

The Tenderer thereby agrees to indemnify and save harmless the Corporation and its officers, servants and agents from all loss, damage, cost charges, and expenses which they may suffer or be put to by reason of any such default or failure.

If awarded the Contract, the Tenderer agrees to complete the work in accordance with the contract documents including Section 1 (Commencement and Completion) of the Special Provisions.

The Tenderer agrees that he will furnish the Owner with a copy of his latest financial statement of money owing within 4 days after being requested to do so by the Owner.

The Tenderer agrees that the Owner reserves the right to reject any or all tenders and that the lowest or any tender will not be accepted.

The Tenderer solemnly declares that the several matters stated in the foregoing tender are in all respect true.

This offer shall be irrevocable for a period of sixty (60) days following the date of the Tender closing, and the Township may at any time, within the time set forth above, without notice accept this Tender whether or not any other Tender has been previously accepted.

A certified cheque or alternatively a Letter of Credit for 10% of the total bid of payable to The Corporation of the Township of Baldwin is attached hereto as the required tender deposit.

Dated at _____ this _____ day of 2017

Signature of Witness

Signature of Tenderer

Note: If the tender is submitted by or on behalf of a corporation, it must be signed in the same of such corporation by the duly authorized officers and the seal of the corporation, or wafer seal, must be affixed. If the tender is submitted by or on behalf of an individual or a partnership a seal must be affixed opposite the signature of the individual or of each partner and each signature shall be witnessed.

SCHEDULE OF UNIT PRICES

TOWNSHIP OF BALDWIN

CONTRACT No. 2017-03

BALDWIN HAULED SEWAGE SITE IMPROVEMENTS

ITEM	OPSS	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	S.P. #1	Mobilization and Demobilization	L.S.	L.S.	_____	_____
2	S.P. #2	Bonding and Insurance	L.S.	L.S.	_____	_____
3	206	Excavation (Grading)				
		a) Earth Existing Berm	cu.m	500	_____	_____
4		Berm Capping				
		a) Installation Of Owner Supplied Geosynthetic Clay Liner	sq.m.	1,250	_____	_____
	S.P. #3	b) Berm Cover – Reused on-site material	cu.m.	500	_____	_____
	S.P. #4	c) Berm Cover – Imported Fill (Provisional)	cu.m.	500	_____	_____
5		Seed and Cover	sq.m.	1,400	_____	_____
6	S.P. #5	Silt Mitigation	L.S.	L.S.	_____	_____
7		Fencing (Provisional)				
		a) Chain Link Fence OPSD 972.130 (1.8 m height)	Linear metres	300	_____	_____
				Subtotal		_____
	S.P. #6	Contingency		10% of Subtotal		_____

Total

13% HST

Total Contract Price

*S.P. = Special Provisions

*L.S. = Lump Sum

*OPSS = Ontario Provincial Standard Specifications

*OPSD = Ontario Provincial Standard Drawing

FORM OF TENDER

CONTRACT NO. 2017-03

TENDER FOR

**BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS**

STATEMENT 'A'

LIST OF PROPOSED SUBCONTRACTORS

Clause 17 of the Information for Tenderers requires the Tenderer to list on this Statement Sheet the name of each proposed subcontractor.

FAILURE BY A TENDERER TO COMPLY WITH THE FOREGOING REQUIREMENTS MAY RESULT IN HIS TENDER BEING DISQUALIFIED BY THE OWNER.

SUBTRADE

PROPOSED SUBCONTRACTOR

FORM OF AGREEMENT

CONTRACT NO. 2017-03

TENDER FOR

**BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS**

THIS AGREEMENT made in McKerrow this

B E T W E E N:

- AND -

(hereinafter called the "Owner")

OF THE FIRST PART

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH

That the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

(a) A general description of the work is:

Upgrade and Berm Repair at Baldwin Hauled Sewage Site.

(b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost of the Owner all and every kind of labour, machinery, plant, structures, roads, way, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

ARTICLE 2

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Contract Administrator and in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3

In the case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

1. Agreement
2. Addenda
3. Special Provisions,
4. Information for Tenderers,
5. Contract Drawings,
6. Standard Specifications,
7. Form of Tender,
8. Supplemental General Conditions,
9. General Conditions,
10. Working Drawings.

ARTICLE 4

The Contractor shall not without the consent in writing of the Engineer and without restricting in any way the provisions of the Section GC 3.09 and GC 3.10 of the General Conditions, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

ARTICLE 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum **(including Harmonized Sales Tax)** of: (\$). **(amount to be filled in when contract accepted)**

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 6

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner:

The Contractor:

The Contract Administrator:

Where any such notice, direction or other communication is given or made to the Contract Administrator, a copy thereof shall likewise be delivered to any agent appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent, a copy thereof shall likewise be delivered to the Engineer.

ARTICLE 7

A copy of each of the Specifications, Standard Specifications, Supplementary General Conditions, General Conditions, Special Provisions, Form of Tender, Information for Tenderers and Addenda__ to __, is hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might effect his tender or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 10

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Owner

Per: _____

Per: _____

(seal)

Contractor

Per: _____

Per: _____

(seal)

* Witness as to Signature of Contractor

Address _____

Occupation: _____

* Not necessary if corporate seal is affixed.

THIS SECTION OF THE FORM OF TENDER TO BE RETAINED BY THE TENDERER

PART 3

PART #3

SPECIAL PROVISIONS

INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>
1.	Commencement and Completion
2.	Designated Dump Sites
3.	Salvaging Structures
4.	Confined Space Requirements
5.	Environmental Considerations
6.	Field Office
7.	Utilities
8.	Construction Staging and Scheduling
9.	Submittals
10.	Contract Items
-	Restoration Release Form (Sample)
-	Disruption of Municipal Services Advisory Notice (Sample)

1. COMMENCEMENT AND COMPLETION

a) **Progress of the Work and Time for Completion**

The Contractor shall begin work within one week of written instructions to do so and shall diligently prosecute his work on this Contract to completion in accordance with **Section GC 1.06**, before 5:00pm local time **November 30th, 2017**.

The completion date described above shall be considered satisfied at the time of Substantial Performance as described in **Section GC 1.05**.

All work outstanding at the time of substantial completion shall be completed before **November 30th, 2017**.

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

b) **Liquidated Damages**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified aforementioned, or as revised in accordance with Section GC 3.07 of the General Conditions of Contract, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will sustain in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **five hundred dollars (\$500.00)** as liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of actual damage to the Owner, which will accrue during the period in excess of the prescribed date of completion. The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever.

Liquidated damages shall also apply to any delays in finalizing outstanding works as per paragraph 1a), above.

c) Working Days

Working days as shall not apply to this Contract.

2. DESIGNATED DUMP SITES

The designated dumpsite for **Contract No. 2017-03** will be as follows.

To Be Determined

Demolition debris and refuse shall be separated from clean fill and the clean fill shall be stockpiled neatly.

At all disposal sites, the Contractor shall, at his own expense, level the surplus material within the disposal area and finally leave the area in a neat and tidy condition, to the satisfaction of the Contract Administrator.

Extra payment for hauling disposal material shall not apply to this contract. The Contractor shall pay all tippage fees at the landfill site for disposal of demolition debris and refuse.

The Corporation will not tolerate the dumping of excess material at any location(s) other than those designated by the Contract Administrator. Any material disposed of at locations other than the specified dump site(s) will be removed at the Contractor's expense. If not removed by the Contractor within 24 hours of written notice from the Contract Administrator, the Corporation will have the work carried out and the costs will be deducted from any monies owing the Contractor.

3. ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with applicable Federal, Provincial and Municipal laws, orders, and regulations concerning the control and abatement of water pollution. All required permits and approvals shall be the Contractor's responsibility.

The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants and waste into streams, water sources, including but not restricted to, refuse, garbage, cement, concrete, industrial waste, oil and other petroleum products, heavily mineralized rock and thermal pollution. Sanitary wastes shall be disposed of on land by burial at approved sites or by other approved methods.

The Contractor shall apply sediment control measures, in order to prevent sediment from reaching the environment. In addition, no construction materials are to be temporarily stored unless suitable siltation fencing is erected around the storage area perimeter.

Waste water from all construction operations shall not enter streams, watercourses, or other surface water without the use of such turbidity control methods as settling ponds, gravel-filter entrapment dikes, approved flocculating processes which are not harmful to fish, recirculation systems for washing of aggregates, or other approved methods. Any such waste water discharged into surface water shall be essentially free of settleable material. For the purpose of these specifications, settleable material is defined as that material which will settle from the water by gravity during a 1-hour quiescent detention period.

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 Township of Baldwin as well the Ministry of the Environment and Climate Change (MOECC). Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Township of Baldwin as well as the Ministry of the Environment and Climate Change (MOECC).

Notification of the Ministry of the Environment and Climate Change (MOECC) shall be provided to: 199 Larch Street, Sudbury, Ontario, and (705) 675-4501. For 24-hour environmental spill reporting, phone 1-800-268-6060. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

At the pre-construction meeting, the Contractor will be required to outline his sequence of operations, and proposed environmental protection measures.

Payment to comply with the above requirements shall be deemed to be included in the tender items requiring such environmental protection and shall include all costs associated with acquiring permits and approvals.

4. UTILITIES

The Contractor, in accordance the **SECTION GC 7.01.16** of the General Conditions, shall assume full responsibility for the protection of all utilities.

5. CONSTRUCTION STAGING AND SCHEDULE

Prior to the Pre-Construction Meeting, the Contractor shall prepare and submit a construction staging plan, traffic control plan, silt mitigation plan, and schedule to the Township for review for all construction operations.

The Contractor shall, at points of junction with other Contracts or Township projects, jointly span and coordinate their separate work. The Contractor shall provide a minimum space separation of 50 m between his work and the other Contractor's equipment and staff when working in the vicinity of the project junction points, in accordance with Ministry of Labour Requirements.

6. CONTRACT ITEMS

The items in the Schedule of Unit Prices are intended to cover and include the supplying of all labour, plant, and materials (except as noted in the Instructions to Tenderers and Special Provisions) necessary for the completion of the various works called for in this contract. The prices set out in the Schedule of Unit Prices for the said items shall be full compensation for the labour, plant, material, and equipment supplied to do all the work covered by the said items.

Where in the Schedule of Unit Prices an Item is identified by the word "provisional", it shall be defined to mean an item provided for in the Contract for which the quantity is not accurately known, an item for which the quantity may change as a result of information gathered from the field during the progress of the work, or an item/quantity that may be deleted (quantity reduced to zero) from the Contract. The Contractor agrees that they are not entitled to payment for "provisional" items except for work carried out in accordance with the Contract and as directed by the Contract Administrator.

The Standard Specifications referred to in this Contract are the "Ontario Provincial Standard Specifications" (OPSS). The Contractor shall be responsible for obtaining a copy of the applicable specifications, which are not bound here in this document.

Where in the Form of Tender, Schedule of Unit Prices, and Breakdown of Schedule of Unit Prices a OPSS number has been listed, the work shall conform to and be paid for in accordance with that OPSS, and any related standards or specifications as noted in OPSS, and as may be amended by the Special Provisions, noted SP in the Schedule of Unit Prices.

Following is special information pertaining to certain items listed in the Schedule of Unit Prices.

S.P. #1 **MOBILIZATION AND DEMOBILIZATION**

This item is to cover the Contractor's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. The price entered for this item shall be consistent with the costs involved but shall not, in any event, exceed three percent (3%) of the total Tender price.

Sixty percent (60%) of the price for the Mobilization and Demobilization item shall be considered as relating to mobilization and the balance to demobilization.

The payment for mobilization shall be included in the first payment certificate issued for the Contract subject to the Contract Administrator being satisfied that full mobilization has been carried out. If the Contract Administrator is not so satisfied, he shall allow a payment, which, in his opinion, reflects the degree of mobilization effected to date.

The payment for demobilization shall become due following Substantial Performance of the works and subject to the Contract Administrator being satisfied that full demobilization has been carried out. The Contract Administrator may, in his discretion, allow partial payment for demobilization before full demobilization has been effected.

S.P. #2 **COST OF BONDING AND INSURANCE**

The Tenderer shall submit a price for the provision of bonding and insurance in accordance with the requirements of the Information to Tenderers and the General Conditions.

S.P. #3 **BERM COVER – REUSED ON-SITE MATERIAL**

206, 314

This item is intended to include, but is not necessarily limited to the supply of all labour, materials, equipment, and tools required for the installation of reused on-site material as berm cover, as excavated in item 3a) of the Schedule of Unit Prices. The contractor shall be responsible for removing debris and ensuring a maximum particle size of 100 mm to ensure that the GCL is not damaged during installation.

S.P. #4 **BERM COVER – IMPORTED FILL (PROVISIONAL)**

206, 314

Select Subgrade Material (SSM) as per OPSS 1010 shall be used to

replace unsuitable excavated materials which might be encountered on the existing earth berm, as determined by the Township.

The Contract price for this item shall also include the disposal of the unsuitable native material to an appropriate dumpsite.

S.P. #5 **SILT MITIGATION**

805

The Contractor shall at the Pre-Construction Meeting provide for review a Silt Mitigation Plan which shall include all proposed methods of silt mitigation including details on location, material, construction, monitoring, maintenance, sediment removal, management of excess material and removals. All proposed silt mitigation should be as per the related OPSD 219 series of drawings and OPSS 805 specifications.

Construction shall not proceed until the Silt Mitigation plan has been approved by the Contract Administrator.

Unit price bid for this item shall include all labour, material, equipment, and supervision required to complete the work, maintenance, cleanup and all restoration.

S.P. #6 **CONTINGENCY**

The Tenderer shall enter the sub-total for items 1 through 7 in the space indicated on the Schedule of Unit Prices. The Tenderer then shall enter the Contingency Item as 10% of the sub-total. The amount shall be carried out in the Total section of the Schedule of Unit Prices.

The Tenderer agrees that he is not entitled to payment for the Contingency except for additional work carried out in accordance with the Contract and as directed by the Contract Administrator and only to the extent of such additional work.

PART 4

SECTION 4
SUPPLEMENTAL GENERAL CONDITIONS

INDEX

<u>ITEM</u>	<u>PAGE</u>
4.1 AMENDMENTS TO O.P.S. GENERAL CONDITIONS	1
4.2 INSURANCE CLAIMS	5
4.3 CONTRACTORS RESPONSIBILITY FOR DAMAGES	5
4.4 THE OCCUPATIONAL HEALTH AND SAFETY ACT ARTICLE 13, RSO 1980, CHAPTER 321	6
4.5 THE CONSTRUCTION LIEN ACT S.O., 1983	6

SECTION 4

SUPPLEMENTAL GENERAL CONDITIONS

4-1. AMENDMENTS TO O.P.S. GENERAL CONDITIONS OF CONTRACT

The Ontario Provincial Standards “General Conditions of Contract” are amended or expanded as follows:

GC 1.04 Definitions – “Warranty Period”

“Warranty Period” shall be amended to read “means a period of 24 months from the date of substantial performance.

GC 2.01 Reliance on Contract Documents

Sub-section GC 2.01 is hereby deleted in its entirety.

GC. 2.02 Conflicts and Omissions

The “Order of Precedence” as described in Section GC 2.02 of the General Conditions shall be replaced as follows:

1. Agreement
2. Addenda
3. Special Provisions,
4. Information for Tenderers,
5. Contract Drawings,
6. Standard Specifications,
7. Form of Tender,
8. Supplemental General Conditions,
9. General Conditions,
10. Working Drawings.

The following additional clauses shall apply to this section:

Dimensions on the Contract Drawings, when accompanied by lines and arrows, shall take precedence over measurement by scale.

In case of discrepancy between the Drawings and Specifications, figures and dimensions on the Drawings shall govern except where the dimensions depend on

the dimensions of a specified product; the dimensions of the product shall then govern.

The location of un-dimensioned fixtures, outlets, conduits, piping, etc., is shown approximate. Actual location shall be made to suit job condition, as approved by the Contract Administrator.

The Contract Drawings and Specifications are complementary to each other and what is called for by either shall be as binding as if called for by both. It is the intention to provide for a finished piece of work, complete in all essentials, notwithstanding that every item necessarily involved may not be particularly mentioned. The Contractor shall not take advantage, to the detriment of the Corporation, of any manifestly unintentional error or omission should such exist. Where the quality of workmanship or materials is not specifically stated, the best quality shall be provided.

GC 3.13.03.03 Claims Procedure

This section is revised as follows:

“The Contractor shall submit detailed claims as soon as reasonably possible in any event no later than 30 days after completion of the work affected by the situation...” shall be changed to read “The Contractor shall submit detailed claims as soon as reasonably possible in any event no later than 30 days after Substantial Performance of the project...”

GC 4.02 Approvals and Permits

This section is hereby deleted and replaced with the following.

The Contractor shall be responsible for obtaining all required for this project. All costs associated with these permits shall be borne by the Contractor.

GC 6.03.02 General Liability Insurance

- 01) This section is amended in that the General Liability insurance shall name the Contractor, the Owner, and the Contract Administrator (R.V. Anderson Associates Limited). The minimum insurance coverage with respect to any one accident shall be \$5,000,000.00 (five million dollars)

GC 6.03.03 Automobile Liability Insurance

This section is amended in that Automobile Liability Insurance shall have limits of not less than \$5,000,000.00 (five million dollars)

inclusive per occurrence.

GC 7.15 Warranty

The Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the work, which appear prior to and during the period of 24 months from the issue of substantial performance. The Contract Administrator will promptly give the Contractor written notice of observed defects or deficiencies. Should the Contractor fail to comply with the directions of the Contract Administrator, the Contract Administrator may, after giving the Contractor forty-eight (48) hours written notice, perform the necessary work, and the cost may be deducted, or collected by the Owner as provided in the Contract.

The Contract Administrator may, in cases of danger or public safety, make such immediate arrangement for repair as he sees fit, and the Contract Administrator will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.

GC 8.01.01.02 Variations In Tender Quantities

Section GC 8.01.02 “Variation In Tender Quantities” of the General Conditions shall be replaced as follows:

The Contract Administrator has the right to increase or reduce the quantities required or to suspend or omit any item or portion of the work at any time, as he may deem advisable. The Contractor shall not be entitled to any compensation for loss of anticipated profit as a result of the deletion of any item or part of an item from the Form of Tender, unless the actual quantity of work performed on a major item of the Contract exceeds or is less than twenty percent (20%) of a quantity shown in the Form of Tender for such major item, and if there is a resulting change in the cost of work or material, then either party to the Contract upon written request of the other, can request the negotiations be held to establish the increase or decrease in the compensation for the affected items of work. Under this provision, the definition of a major item shall be any individual bid tender that has a tendered cost equal to or greater than five percent (5%) of the total tender price.

GC 8.01.01.03 Quantities

Section GC 8.01.01.03 “Quantities” of the General Conditions shall be replaced as follows:

“Estimated Quantities” not set forth in the Schedule of Unit Prices. The Contractor shall make his own estimate of the quantities of material, time, labour, etc., required to perform the Items of Work in each Section. No adjustments in payment shall be made for overruns or underruns in estimated quantities except as it relates to specific changes made to the scope of work described in the Contract.

“Estimated Quantities” set forth in the Schedule of Unit Prices are approximate only. If the quantity of work to be done and material to be furnished exceeds or is less than the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of the work done and materials furnished at the unit prices set forth in the contract.

GC 8.02.02 Advance Payment for Materials

Section GC 8.02.02 “Advance Payment for Material” of the General Conditions shall be replaced as follows:

The Owner will not make any advanced payment to the Contractor for material delivered to, stockpiled, or stored on site, unless otherwise agreed to by the Owner and Contract Administrator. Payment for material shall be based on the material being supplied and installed.

GC 8.02.08 Taxes and Duties

This Section is amended by the addition of the following:

a) Gasoline and Fuel Taxes

The Contractor **shall pay all** taxes under the Gasoline Tax Act and the Motor Vehicle Fuel Tax Act on gasoline and diesel fuel used by him in the performance of the contract. The Contractor undertakes not to make any claim for refund of tax paid by him or any sub-contractor and acknowledges that no refund of tax shall be granted to him or to any Sub-contractor on gasoline or diesel fuel used for any purpose whatsoever in the performance of the contract unless such refund is specifically authorized under the provision of the Gasoline Tax Act and the Motor Vehicle Fuel Tax Act respectively.

b) Harmonized Sales Tax (HST)

Applicable Federal Goods and Services Tax **shall not** be included in the unit prices tendered. HST shall be added at the end of the Schedule of Unit Prices to arrive at the Total Contract Price.

The successful tenderer shall provide their HST Registration Number, which will be indicated on each Payment Certificate along with the applicable HST.

c) Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occur after the Tender Closing Date for this contract, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease contract payments to account for the exact amount of tax change involved.

4.2 INSURANCE CLAIMS

Claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit to the Contract Administrator a copy of the claimant's release.

If a claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact in writing to the Contract Administrator.

Should the Contractor be unable to resolve the claim within two weeks after receipt of such claims, he shall report to the Contract Administrator the steps being taken with respect to the claim.

4.3 CONTRACTORS RESPONSIBILITY FOR DAMAGES

The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers and agents from all claims relating to labour and materials furnished for the work, and to inventions, copyrights, trademarks, royalties or patents, and rights thereto, relating to or used in doing the work, or the subsequent use and operation of the work or any part thereof upon completion. In carrying out the works from their inception, and until the final acceptance of the same, the Contractor must be careful to cause as little injury or damage as possible to any adjacent property, public or private roadways, grass plots, sodding, trees or shrubs, , works or things on or near the line or in the vicinity of the works or elsewhere, and, except as in this Contract is otherwise provided, if injury or damage is done, he must make good the same, at his own expense, in the manner directed by, and to the satisfaction of the Contract Administrator. Test well holes if applicable. The Contractor shall be responsible for any and all damages, or claims for damages for injury or accidents done or caused by him or his employees or agents, or resulting from the prosecution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works, or any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any act of commission or omission on his part, or on the part of any of his agents or employees, in connection with the Contract, and covenants and agrees to hold the Owner harmless and indemnified from all such damages and claims for damage; and in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all the provision of the

Contract, the Contract Administrator may, either with or without notice (except where in this Contract, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, trucks and men, and do such work or things as he may deem advisable toward carrying out the enforcing the same, and any and all expenses to incurred by be deducted or collected by the Owner from the monies due to the Contractor, and any such action by the Contract Administrator as he is herein empowered to take, shall not in any way relieve the Contractor or his surety from any liability under the Contract.

4.4 THE OCCUPATIONAL HEALTH AND SAFETY ACT ARTICLE 13, RSO 1980, CHAPTER 321

Notwithstanding Section GC 7.01 in the General Conditions of the Contract, the Contractor, by executing the contract, unequivocally acknowledges that he is the constructor within the meaning of The Occupational Health and Safety Act, and amendments thereto.

4.5 THE CONSTRUCTION LIEN ACT S.O., 1983

Notwithstanding Section GC 8.02 of the General Conditions of Contract, payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act.

In his tender price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven (7) days of receipt of the said certificate in order to facilitate the holdback release under the substantial performance certificate.

PART 5

CONTRACT 2017-03

**BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS**

SPECIFICATIONS LISTING

OPSS DATE	SPEC NO.	TITLE
OCT 92	102	Weighing of Materials
CURRENT	127	Schedule of Rental Rates for Construction Equipment including Model and Specification Reference
APR 06	128	Supply of Pre-qualified Material and Products
NOV 16	180	Management and Disposal of Excess Material
NOV 15	182	Environmental Protection for Construction in Waterbodies and Waterbody Banks
NOV 11	201	Clearing, Close Cut Clearing, Grubbing and Removal Of Surface and Piled Boulders
NOV 14	206	Grading
NOV 15	314	Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
NOV 15	401	Trenching, Backfilling, and Compacting
NOV 08	405	Pipe Subdrains
NOV 15	492	Site Restoration Following Installation of Pipelines, Utilities, and Associated Structures in Open Cut
NOV 14	501	Compacting
NOV 13	506	Dust Suppressants
NOV 14	510	Removal
NOV 13	511	Rip-Rap, Rock Protection and Granular Sheeting
NOV 16	518	Control of Water from Dewatering Operations
NOV 14	539	Temporary Protection Schemes
NOV 10	801	Protection of Trees

CONTRACT 2017-03

**BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS**

SPECIFICATIONS LISTING

OPSS DATE	SPEC NO.	TITLE
NOV 10	802	Top-Soil
NOV 15	803	Sodding
NOV 14	804	Seed and Cover
NOV 15	805	Temporary Erosion and Sediment Control Measures
APR 10	904	Notice to users of OPSS 904

"See also the Schedule of Unit Prices and Contract Plans for additional Standard Specifications that may not be included here"

CONTRACT 2017-03

**BALDWIN HAULED SEWAGE
SITE IMPROVEMENTS**

STANDARD DRAWING LISTING

OPSS DATE	SPEC NO.	TITLE
216.021	-	Subdrain Pipe, Connection and Outlet, Urban Section
219.000	-	Silt Mitigation Series of Drawings
809.010	-	Perforated Pipe Subdrain in Granular Trench
810.010	-	General Rip-Rap Layout for Sewer and Culvert Outlets
810.020	-	General Rip-Rap Layout for Ditch Inlets
972.130	-	Fence, Chain-Link, Installation-Roadway

"See also the Schedule of Unit Prices and Contract Plans for additional Standard Drawings that may not be included here"

PART 6

ONTARIO PROVINCIAL STANDARD GENERAL CONDITIONS

The Ontario Provincial Standard General Conditions are in effect and will be bound with the contract documents to be executed between the Township of Baldwin and the successful Tenderer.