



**The Corporation of the Township of North Kawartha
Bid Document**

Request for Tender

Reconstruction of Mount Julian-Viamede & Reid's Road

Tender #: RFT-02-22

Tender Closing

Date: Wednesday, April 20, 2022

Time: 2:00:00 p.m. (14:00:00 hours) local time

**Location: The Corporation of the Township of North
Kawartha
P.O. Box 550
280 Burleigh St.
Apsley, Ontario K0L 1A0**

Attn: Alana Solman, CAO

**Envelopes Should Be Clearly Marked "RFT-02-22"
Late Bids Will Not Be Accepted.**

The Corporation of the Township of North Kawartha reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

Table of Contents

Part "A" Information to Bidders	4
1. Purpose	4
2. Schedule of Delivery	4
3. Applicable Document Fees	5
4. Bid Deposit Requirements	5
5. Performance Surety Requirements	5
6. Evaluation Criteria	5
7. Tender Award	6
8. Inquiry	6
9. Amendments to "Standard Terms and Conditions"	6
Part "B" Standard Terms and Conditions	6
1. Definitions	6
2. Bid Closing Time	7
3. Document Fees	7
4. Bid Requirements	8
5. Bidder's Statement of Understanding	9
6. Clarification of Bid Documents	9
7. Bid Deposit Requirements	9
8. Performance Surety Requirements	9
9. Insurance and Workplace Safety Insurance Board	10
10. Proof of Ability	10
11. Document and Specification Questions	10
12. Pricing Requirement	11
17. Terms of Payment	12
18. Terms of Payment – For Construction Projects	12
19. Delivery	12
20. Specification Shortfall or Exceedance	13
21. Patents and Copyrights	13
22. Assignment	13
23. Occupational Health and Safety Act	13
25. Laws, Regulations, Permits, Fees and Licences	15
26. Substitutes and Alternates	15
27. Quantities	15
28. Samples/Testing	15
29. Request for Tender Procedures	16
30. Contract Award	16
31. Contract Cancellation	17
32. Availability of Labour and Escalation	18
33. Correction of Defects	18
34. Disclosure	18
35. Freedom of Information	18
36. Complaints	19
37. Accessibility	19
Part "C" Specifications	20
Special Provisions – General	20
1. General	20

1.	Site Preparation	20
2.	Layout/As-builts	21
3.	Supply of Water and Dust Suppressant.....	21
4.	Geotechnical Investigation Report.....	21
5.	Specifications	22
6.	OPS General Conditions	22
7.	Warranty	22
8.	Schedule.....	22
9.	Contractor to Investigate.....	22
10.	Spills Reporting	22
11.	Supply of Materials	23
12.	Liquidated Damages.....	23
13.	Co-ordination Meetings.....	24
14.	Measurement for Payment	24
15.	Dust Control.....	24
16.	Discrepancies and Conflicts	25
17.	Utilities	25
18.	Sign Maintenance	26
19.	Disposal of Surplus or Unsuitable Material	26
20.	Submitting Payment Certificates.....	26
21.	Field Office	26
	Special Provisions – Tender Items.....	26
22.	Insurance and Bonding – Item 1.01	26
23.	Mobilization/Demobilization – Item 1.02	26
24.	Erosion and Sediment Control – Items 1.03 to 1.05	27
25.	Remove and Reinstall Mailboxes/Road Signs – Item 1.09 & 1.10.....	28
26.	Tree Clearing and Grubbing – Item 1.12	28
27.	Earth Excavation – Item 1.13.....	28
28.	Traffic Control – Item 1.14	29
29.	Import SSM – Item 1.15.....	30
30.	Culverts (Driveway & Cross) – Items 2.01 to 2.05	30
31.	Granular Materials – Item 3.01 to 3.03	30
32.	Hydro Seed & Topsoil; – Item 3.04.....	31
33.	Pavement Markings – Item 3.05	31
34.	Hot Mix Asphalt Surface Course – Item 4.01a (OPTION a).....	31
35.	Double Surface Treatment – Items 4.01b (OPTION b).....	32
36.	Asphalt Gutter – Item 5.01 (Provisional).....	32
37.	Asphalt Barrier Curb – Item 5.02 (Provisional)	33
38.	Granular Sealing – Item 5.03 (Provisional).....	33
39.	Rock Excavation – Item 5.04 (Provisional)	33
40.	Steel Beam Traffic Barrier – Items 5.05 to 5.07 (Provisional).....	33
41.	Pre-Construction Survey – Item 5.08 (Provisional).....	34
42.	Hot Mix Asphalt – Base Course – Item 5.09 (Provisional)	35
	Declaration of Accessibility Compliance	44
	Terms and Conditions – Agreement Acknowledgement	45

**Reconstruction of Mount Julian-Viamede & Reid’s Road
Closing Date April 20, 2022**

Part “A” Information to Bidders

1. Purpose

The Township of North Kawartha is seeking bids for the Reconstruction of Mount Julian-Viamede & Reid’s Road. The project consists of approximately 4.8km of rural roadway reconstruction. The reconstruction includes but is not limited to; removal of existing asphalt/base, removal and installation of culverts/drainage structures, ditching, vertical alignment improvements, placement of hot-mix asphalt and/or surface treatment, and restoration.

Bidders shall note that due to limited budgets, the Township requests two options for surface works (Hot-Mix Asphalt ‘a’ & Double Surface Treatment ‘b’). Bidders shall provide costs for both options.

In addition to the two options, the Township requests a provisional cost for the placement of an HL8 Base course on Mount Julian Viamede.

2. Schedule of Delivery

Bidders shall note the below schedule and the on-going Archeological Study for this project. At this time only Stage 1 is required; however, it is anticipated that a Stage 2 Archeological Study will be required. Contingent on the completion of the Stage 2 Study, some components of the project may be delayed or cancelled.

Construction will take place as soon as it is seen fit by the Roads Supervisor or their designate and after the award from Council and completion of the Stage 2 Archeological Study, contingent on specific requirements that are borne from the completion of the Stage 2 Archeological Study.

The contractor shall be prepared to start construction as early as May 30, 2022.

RFT-02-22 Schedule	
Issue Date	Wednesday, March 16, 2022
<i>Stage 1 Archeological Study (anticipated complete)</i>	<i>Friday, March 18, 2022</i>
Last Day for Inquiries	Tuesday, April 12, 2022
Closing Date	Tuesday, April 19, 2022
<i>Stage 2 Archeological Study (anticipated complete)</i>	<i>Friday, April 30, 2022</i>
Council Award	Tuesday, May 3, 2022
Construction Start	Monday, May 30, 2022
Substantial Completion	Friday, September 30, 2022

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

3. Applicable Document Fees

None required

4. Bid Deposit Requirements

None required

5. Performance Surety Requirements

Upon award the Contractor shall 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.

6. Evaluation Criteria

An evaluation committee will review the submitted bids and selection will be based upon the following criteria in concurrence:

Criteria	Points
Completeness of Tender	15
Delivery date as specified	20
Meeting all required specification criteria's	25
Lowest acceptable price	40
Total	100

Bidders are advised that only complete tenders will be reviewed and evaluated. Each bidder is asked to submit:

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

- one (1) original,
- one (1) copy of their complete bid, and
- one (1) electronic copy on a USB stick.

7. Tender Award

After an initial review of the tenders, bidders may be interviewed and requested to provide clarification of specifications or any included information that has been provided within the bid.

Tender award will be made based upon the highest scored compliant proponent in the evaluation process. The Corporation of the Township of North Kawartha reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

8. Inquiry

Any inquiries regarding the interpretation or specifications of this Request for Tender shall be directed to the office of the Township of North Kawartha & Engage Engineering in writing, attention:

Jeff Waldon, Roads Supervisor, j.waldon@northkawartha.ca

&

Travis Wilson, Construction Services Manager, travis@engageeng.ca

No questions will be accepted after Tuesday, April 12, 2022 at 12:00 p.m.

9. Amendments to "Standard Terms and Conditions"

Where amendments to the municipality's "Standard Terms and Conditions" are contained herein, it should be noted that these amendments supersede any of the foregoing Terms and Conditions.

None

Part "B" Standard Terms and Conditions

1. Definitions

Bid	The document issued by the municipality in response to which Tenders are invited for the performance of the work or supply of equipment.
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**Reconstruction of Mount Julian-Viamede & Reid’s Road
Closing Date April 20, 2022**

Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the municipality has awarded the contract.
Contract	One or a combination of any of the following: the purchase order authorizing the company to do the work, the tender, the bonds or security (if any), the company's tender, and change notices, appendices, and addenda (if any), formal contract.
Municipality	The Township of North Kawartha, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Bid Closing Time

One original, one copy, and one electronic copy on a USB stick of the bid document, properly signed and sealed in an envelope, clearly marked “RFT-02-22”, shall arrive at the office of the CAO, Township of North Kawartha, 280 Burleigh St., Apsley, Ontario, K0L 1A0, no later than 2:00 p.m., Wednesday, April 20, 2022. Late bids shall not be accepted; however, they shall be time and date stamped and will remain unopened.

The time registered on the office wall clock will be considered the official time when determining exact time of submission.

Due to COVID-19, tenders will be opened in an electronic meeting format at 2:15 p.m. on Wednesday, April 20, 2022. Persons wishing to attend the opening electronically may request an invitation by providing the RFT number, their name, and email address to the Treasurer at j.everett@northkawartha.ca.

3. Document Fees

When a document fee is applicable, the bidder must have previously purchased the respective document.

See Part “A” Information to Bidders, which forms part of this bid document.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

4. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the municipality. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See "Part "D" Bid Form" for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint bid is submitted, it shall be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the bid form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the company.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- f) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and RFT number on the outside of the envelope. Tenders received after closing time specified in the bid document will not be considered.

Faxed or Emailed Bid Submissions are not acceptable

- g) Delivery of the bid submission through a courier service shall be the responsibility of the bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of North Kawartha Municipal Office prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the courier envelope that does not state, "Bid Document Enclosed" and is not removed from the courier's envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the municipality may be rejected. The municipality will be the sole judge in this matter.

5. Bidder's Statement of Understanding

It is understood that the bidder has carefully examined all of the bid documents and has carefully examined the work to be performed under the contract if awarded. The bidder also understands and accepts the said bid documents, and for the prices set forth in the bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the municipality as set forth or specifically referred to therein.

The bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

6. Clarification of Bid Documents

No officer, agent or employee of the municipality is authorized to alter orally any portion of these documents. During the period prior to submission of tenders, alterations will be issued as written addenda. The municipality will issue all written addenda to the Township of North Kawartha website at www.northkawartha.ca/bidsandtenders . It is the bidder's responsibility to check for addenda prior to submission. The bidder shall list in its bid all addenda that were considered when its tender was prepared.

7. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

8. Performance Surety Requirements

Performance surety binding the company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the municipality within ten (10) working days from the date of request.

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

See Part "A" Information to Bidders, which form part of this bid document.

9. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the acceptance notice. Coverage shall be at least \$5,000,000.00 per incident, with the Township of North Kawartha named as insured. Additional coverage may be required.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the acceptance notice and shall provide additional certificates as often as is deemed necessary by the municipality during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the contract.

10. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

11. Document and Specification Questions

Bidders may ask questions for clarification on the tender document and specifications up until Tuesday, April 12, 2022 at 12:00 p.m. by contacting:

Jeff Waldon, Roads Supervisor, j.waldon@northkawartha.ca

&

Travis Wilson, Construction Services Manager, travis@engageeng.ca

All questions for clarification must be sent and received by email.

See Part "A #8." Information to Bidders, which form part of this bid document.

The submission of a bid shall indicate that the bidder agrees and warrants that they have examined the tender document and met or exceeded specifications as requested relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract or supply of equipment. No claims for extras will be entertained on account of specifications, which could be discussed prior to the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

12. Pricing Requirement

Prices shall be in Canadian funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the tender document, the prices bid shall not be subject to adjustment for any cost of the work to the company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

13. Disbursements

In general, but not limited to, disbursements such as phone, fax, printing, courier, travel, meals, geotechnical engineering, and surveying fees are to be included. The Consultant will identify any costs believed not to be covered by any of the other items noted herein such as MOECP approval fees.

14. Errors and Omissions

It is understood and acknowledged that while the R.F.T. includes specific requirements, a complete review and recommendation is required. Minor items not herein specified but obviously required, shall be provided as if specified. Any misinterpretation of requirements within this tender bid shall not relieve the bidder of the responsibility of providing the services or product as aforesaid.

15. Bidders Indemnification

The successful Bidder shall indemnify and save harmless the Municipality from and against all losses and all claims, demands, payments, lawsuits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Municipality by reason of any act or omission of the Bidder, their agents or employees, in the execution of supply.

The successful bidder shall be responsible for any and all damages or claims for damages or injuries or accidents done or cause by them, their agents, sub-contractors or employees, resulting from the prosecution of the works, or any of their operations, or cause by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or neglect or

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

omission on their part, or on the part of any of their agents, sub-contractors or their employees, to do or perform any or all of the several acts of things required to be done by them under and by these conditions and such damages and claims for damages.

16. Conflict of Interest

The bidder and the Municipal staff are to discuss any perceived conflict of interest prior to proposal or bid submission to the Municipality.

17. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The municipality shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

18. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the director or designate the Performance Sureties will be returned to the company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the director or designate.

19. Delivery

It is anticipated that the successful contractor may commence construction starting as early as May 30, 2022, and shall be substantially complete no later than September 30, 2022.

Extensions may be requested by the successful contractor, a minimum of 15 days prior to September 30, 2022.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

20. Specification Shortfall or Exceedance

Any specifications not exactly meeting the requirement in either a shortfall or an exceedance of the expectation must be explained. If no explanation can be given a NO must be stated.

21. Patents and Copyrights

The company shall at its expense, defend all claims, actions or proceedings against the municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the municipality all costs, damages, charges and expenses, including its legal fees.

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the municipality the right to continue using the work, or shall at the company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

22. Assignment

The company shall not assign the contract or any portion thereof without the prior written consent of the municipality.

23. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the constructor for this project and shall assume all of the responsibilities of the constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'company' in this and any other related document.

The company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the municipality's Health and Safety Policies and Procedures.

The company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the municipality's Health and Safety Policies and Procedures.

The company agrees to indemnify and save the municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the municipality's Health and Safety Policies and Procedures.

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

The company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the municipality's Health and Safety Policies and Procedures and to ensure compliance therewith.

The company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the municipality's Health and Safety Policies and Procedures whether by the company or any of its sub-contractors may result in the company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the company by the municipality.

The company shall allow access to the work site on demand to representatives of the municipality to inspect work sites to ensure compliance with the contract and the municipality's Policies and Procedures.

The company agrees that any damages or fines that may be assessed against the municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the company or any of its sub-contractors will entitle the municipality to set-off the damages so assessed against any monies that the municipality may from time to time owe the company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this contract is contracted to a sub-contractor, the company agrees that the provisions of this section will apply to the sub-contractor and the company will enforce said provisions.

The company 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 agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The municipality reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

24. Covid-19/Health Emergency Requirements

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

The company shall comply with all relevant federal, provincial and Peterborough Public Health Unit's legislations/regulations/orders/health and safety recommendations.

25. Laws, Regulations, Permits, Fees and Licences

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the municipality and any other governing body.

26. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the municipality. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

27. Quantities

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

28. Samples/Testing

Samples where required must be submitted strictly in accordance with instructions and requirements of OPSS.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

29. Request for Tender Procedures

Tenders will be called, received, evaluated, accepted and processed in accordance with the municipality's Procurement Policy.

30. Contract Award

The municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions. The municipality also reserves the right to enter into negotiations with the highest scored compliant proponent if the price bid is over the budgeted amount of the project. Should the municipality be unable to reach an agreement with the highest scored compliant proponent, the municipality reserves the right to enter into negotiations with the next highest scored compliant proponent, or to cancel the call. If in so doing, the best interests of the municipality will be served. No liability shall accrue to the municipality for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of North Kawartha reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the municipality may at any time within that period without notice, accept a bid whether any other bid has been previously accepted or not.

All bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the municipality.

The successful bidder will be notified of the award of the Tender. This Request for Tender document, along with any addenda, together with the successful proponent's submission, and any agreed upon amendments, may form the contract, and if requested, an additional contract may be entered into within thirty (30) working days.

This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the bid document within ten (10) working days of the date that the notice of award.

Notwithstanding and without restricting the generality of the statements above, the Township of North Kawartha shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tender at a later date:

- a) When only one bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

- c) When all bids received fail to comply with the specifications of the tender terms and conditions;
- d) When a change in the scope of work or specifications is required

31. Contract Cancellation

The municipality shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the municipality and the company shall negotiate a settlement.

- a) If the company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the municipality may, without notice; terminate the contract.
- b) If the company; fails to comply with any request, instruction or order of the municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the municipality may, upon expiration of ten (10) days from the date of written notice to the company, terminate the contract.
- c) Any termination of the contract by the municipality, as aforesaid, shall be without prejudice to any other rights or remedies the municipality may have.
- d) If the municipality terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the municipality may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the company until its liability to the municipality is ascertained;
 - iii. Recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the municipality).

The municipality shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

32. Availability of Labour and Escalation

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

33. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the company, upon request, shall make good every such defect, deficiency or failure without cost to the municipality. The company shall pay all transportation costs for parts and/or equipment both ways between the company's factory or repair depot and the point of use.

34. Disclosure

Tender opening shall be conducted in an electronic format, and shall take place as soon as practical after the closing time. The names of respondents submitting bids and total bid amounts will be announced, however no other tender information will be released at this time.

35. Freedom of Information

All information obtained by the company in connection with this bid is the property of the Township of North Kawartha and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any company who requires that the information in its bid be kept confidential must explicitly advise the municipality of that fact.

The company may declare confidentiality of their bid; however, the municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of North Kawartha, please contact the Clerk, Township of North Kawartha, P.O. Box 550, 280 Burleigh St, Apsley, Ontario K0L 1A0, 705-656-4445 (ext 234).

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

36. Complaints

Any complaint on the process and procedures as outlined in the municipality's Procurement Policy Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of North Kawartha shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

37. Accessibility

The Township of North Kawartha is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

Part "C" Specifications

General Specifications

Specifications:

Special Provisions – General

1. 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.

1. Site Preparation

It shall be the Contractor's responsibility to conduct site inspection and 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.

- Maintaining and updating project schedule
- Site preparation for work
- Costs of all necessary approvals and permits as applicable
- Cost of constructing a laydown area in a location acceptable to the Municipality
- 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 supporting any utility pole that may be undermined in accordance with the appropriate utility requirements and/or arranging for the associated utility company to provide the necessary support where required
- Costs associated with submission of shop drawings, product submissions and all other submissions
- Costs associated with temporary, daily access to private properties as required during construction and obtaining written release from the affected property Owners upon completion of the contract. Copy to be submitted to the Contract Administrator
- Maintenance and/or reinstatement of existing road signs, mailboxes, etc.

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

- Maintaining the site in a clean and orderly manner
- Cost of Project Notices and 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

2. Layout/As-builts

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 Municipality.

The Contractor shall provide as-built drawings and information through the course of the work, ready for review by the Township or Contract Administrator at any time. The drawings and information shall be reviewed with every progress claim.

3. Supply of Water and Dust Suppressant

It shall be the Contractor's responsibility to supply and apply all water and/or dust suppressant as required and seven days per week, and to the satisfaction of the Municipality, 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 dust suppressant, as required.

The Contractor will also be responsible for power sweeping, including the use of water, of adjacent access road ways to remove mud and soil tracked from the construction site and control dust when directed by the Municipality.

4. Geotechnical Investigation Report

The Geotechnical Investigation Report, prepared by Redstone Engineering dated November, 2021 for Roadway Reconstruction of Mount Julian-Viamede Road and Reid's Road, may be referenced for additional information. A copy of the Geotechnical report will be issued with this tender package.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

5. 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. Applicable OPSS and the related Special Provision (SP) are identified for each Tender Item in the 'Spec. No.' column of the PART "D" Prices documents.

6. 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 2019.

7. Warranty

For the purposes of Part "C" Specifications of the Contract Documents, the **warranty period shall be 12 months** from the date of Substantial Completion of the Work or such longer periods as may be specified for certain Products or Work.

8. Schedule

Anticipated tentative start date for this contract is **May 30, 2022**. The Contractor shall provide a detailed schedule at the time of the start-up meeting detailing the phasing of the project. All work must be completed by **September 30, 2022**.

9. 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. See Part "B" – Standard Terms and Conditions for additional information.

10. 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 Road Supervisor. 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

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

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.

11. 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.

12. Liquidated Damages

Time shall be the essence of this Contract.

The Contractor shall diligently complete their work on this Contract to completion on or before **the date identified in Part C, Section 9 - Schedule**.

If the time 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, subject to local By-laws affecting hours of work, additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure 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.

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 dates included; 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 suffer 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 **\$1000.00 (One Thousand Dollars)** as liquidated damages for each and every calendar days' delay in finishing the work in excess of the required completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion date.

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

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. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

An application by the Contractor for extension of time shall be made to the Contract Administrator in writing **at least fifteen days prior to the date of completion** fixed by the contract.

All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted, in writing, to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this contract, and all such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the Owner or the Director or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the County.

13. Co-ordination Meetings

The Contractor shall attend such meetings as may be required by the Municipality to co-ordinate services affected by the Contract.

The Contractor shall provide a detailed schedule of works at the first co-ordination meeting convened by the Municipality and update the schedule throughout the project.

14. Measurement for Payment

For purposes of this Contract, items shall be paid according to "**Measured Quantity**" unless noted otherwise.

15. 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 within the construction site, access roads, or

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

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, calcium chloride and/or street sweepers are required 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.

16. Discrepancies and Conflicts

Discrepancies and conflicts shall be brought to the attention of the Contract Administrator prior to commencement of work on that portion of work. No additional payment will be made for correction or resolution of discrepancies or conflicts unless the cost for which has been agreed upon by the Contractor and the Municipality.

17. Utilities

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:

The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Municipality and its agents. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the utilities from damage. It is also the Contractor's responsibility to arrange for relocations where required.

The Contractor shall be responsible for the protection of all utilities during construction. Where the proposed works require support or protection of existing utility lines and poles, it will be the responsibility of the Contractor to provide temporary support and protection measures as may be required and/or make the necessary arrangements with the appropriate jurisdictional authority. The costs for support and protection measures shall be included in the unit prices submitted by the Contractor. Fees and charges required by external utility authorities for the support, protection or relocation of their infrastructure will be the responsibility of the Municipality. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

18. Sign Maintenance

The Contractor shall be responsible for the maintenance of all signs during the construction period and for the re-installation of the same at the completion of the contract according to the contract drawings and applicable Ontario Traffic Manual (OTM).

19. Disposal of Surplus or Unsuitable Material

Excess Fill 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. The Contractor will be required to arrange for the testing and dispose of excess fill material in accordance with current MECP regulations including the submission of requisite reports for Municipal approval. The cost for any material testing and report preparation will be borne by the Municipality. The cost for the disposal of excess clean fill will be the obligation of the Contractor. Where testing indicates the requirement for specialized handling and/or disposal at a licensed site, additional costs will be negotiated between the Contractor and the Municipality.

In addition to meeting MECP requirements, the Contractor must obtain written permission from the owner of a disposal site and file it with the Municipality prior to any disposal and shall save the Municipality harmless from all claims that may arise from such disposal. The Contractor shall also contact the local Municipality to ensure conformity with any applicable fill By-Laws prior to disposal of surplus materials.

20. Submitting Payment Certificates

Payment certificates submitted by the Contractor shall show the holdback, taxes and totals for the work completed.

21. Field Office

A field office will not be required for this project.

Special Provisions – Tender Items

22. 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 pro-rated over the duration of the Contract.

23. 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

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

area. The lump sum price shall cover other costs incidental to the contract for which there is not a specific item, including but not limited to items detailed in SP #2. Payment shall be 60% on the first payment certificate, 40 on the final payment certificate.

24. 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. Prior to the start of construction the Contractor is required to provide a plan for Municipal approval detailing the sediment and erosion control measures to be implemented, including the means by which dust and mud generated by site activities, will be controlled.

The Contractor shall not allow sediment to enter downstream lands. Should sediment enter downstream lands, the contractor shall 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 amount of disturbance at any given time 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

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

sediment shall be removed from the site and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

- d) 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.

25. Remove and Reinstall Mailboxes/Road Signs – Item 1.09 & 1.10

OPSS 510 applies except as amended below. Work under this item includes the removal, and reinstallation of all mailboxes and road signs throughout the project as directed by the Contract Administrator.

Mailboxes shall be reinstalled as per Canada Post recommendations. All Road Signs shall be reinstalled as per the applicable Ontario Traffic Manual.

The unit price bid for these items shall include the cost of labour, equipment, and materials. The contractor shall assume all posts and hardware will require replacement.

26. Tree 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 as 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.

27. Earth Excavation – Item 1.13

OPSS 206 applies with the following amendments.

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

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

- 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 this unit price. The unacceptable material shall be disposed of by the Contractor, off the site, at the Contractor's expense.

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.

28. Traffic Control – Item 1.14

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.

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 Municipality for review and approval.

In the event of failure of traffic control and temporary traffic control measures, the Municipality 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 Municipality.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

The contractor shall recognize that Mount Julian-Viamede and Reids's Road are used as Emergency Detour Routes for Hwy 28.

Payment shall be 60% upon erection of traffic signage and pro-rated on each subsequent payment certificate until completion.

29. Import SSM – Item 1.15

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, or at the direction of the Contract Administrator. All onsite works are to be inspected by the Owner's geotechnical consultant at the Owner's expense.

Payment will be by the cubic metre and based on comparative as-built survey data provided by the Contractor.

30. Culverts (Driveway & Cross) – Items 2.01 to 2.05

The contractor shall ensure all culvert replacements plans and access to properties are communicated to both the Municipality and property owners.

The scope of work under this item includes the installation of culverts as shown on the contract drawings and as outlined in Section 2- Drainage of the bid form.

The unit price bid for this item shall include the cost of labour, equipment, materials and all other costs associated with the installation of culverts.

31. Granular Materials – Item 3.01 to 3.03

OPSS 314 applies with the following amendments.

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

- Compacted Granular "A" and "B" for road base construction
- Compacted Granular "A" for entrance construction

Prior to delivery on-site, the material shall be tested at the source. The Contractor must provide the Municipality 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

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

testing shall be one (1) test per 150 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.

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

32. Hydro Seed & Topsoil; – Item 3.04

This work shall be in accordance with OPSS 802,803,804.

The scope of work under this item shall include: supply and placement of 150mm of screened topsoil, raking of topsoil, application of slurry mixture of not less than 200kg per 1000 square metres.

Payment will be by the square metre and based on field measurements.

33. Pavement Markings – Item 3.05

All in accordance with OPSS 710,1716, OTM Book 11 and OTM Book 5:

The scope of work under includes the supply and application of pavement markings, symbols and two regulatory signs as shown on the contract drawings. The

Approximately:

- 4,700m of 10cm solid yellow
- 5,900m of 10cm solid white
- 3 - 60cm solid stop bars
- 2 – Disabled Access Symbol (blue background, white border)
incl. 2 (installed)
- Various hatching and parking stalls as per the contract drawings

The unit price bid for this item shall include the cost of labour, equipment, materials, and all other costs associated with the placement of pavement markings and two regulatory signs

34. Hot Mix Asphalt Surface Course – Item 4.01a (OPTION a)

OPSS 310, and 1150 apply except as amended below.

The scope of work includes the paving of HL4 surface course hot mix asphalt as shown on the contract drawings (roadway and driveways). The performance

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

graded asphalt cement will conform to OPSS MUNI 1101 specifications, PG58-34.

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 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 and all step joints 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 Municipality's QA laboratory, which has yet to be determined for this contract.

Measurement for payment shall be by the m² for hot mix asphalt. Payment shall be adjusted based on changes to the MTO Asphalt Cement index.

35. Double Surface Treatment – Items 4.01b (OPTION b)

OPSS 304 applies.

The scope of work consists of; 7

Binder	HF-150P
First Application	Class 3 Aggregate
Second Application	Class 6 Aggregate

QA and QC testing shall be completed in accordance with OPS 304. QA and referee samples shall be delivered to the Municipality's QA laboratory, which has yet to be determined for this contract.

Measurement for payment shall be by the m² for double surface treatment. Payment shall be adjusted based on changes to the MTO Asphalt Cement index.

36. Asphalt Gutter – Item 5.01 (Provisional)

The purpose of this provisional item is to allow for field adjustments to areas that may require asphalt gutter (steep grades susceptible for washouts).

For the purposes of bidding, the contractor shall assume 4 separate locations on both sides of the road.

**Reconstruction of Mount Julian-Viamede & Reid’s Road
Closing Date April 20, 2022**

Gutter shall be placed as per OPSD 601.010.

Measurement for payment shall be by the lineal metre and include all labour, materials and equipment to complete the work.

37. Asphalt Barrier Curb – Item 5.02 (Provisional)

The purpose of this provisional item is to allow for field adjustments to areas that may require placement of a barrier curb.

For the purposes of bidding, the contractor shall assume 2 separate locations.

Curb shall be placed as per OPSD 601.010.

Measurement for payment shall be by the lineal metre and shall be full compensation for all labour, materials, and equipment to complete the work.

38. Granular Sealing – Item 5.03 (Provisional)

The purpose of this provisional item is to allow for possible placement of granular sealing to granular shoulders, shoulder rounding and any area designated by the Contract Administrator.

Measurement for payment shall be by square metre and shall be full compensation for all labour, equipment and materials to complete the work.

39. Rock Excavation – Item 5.04 (Provisional)

OPS 403 applies except as noted below. Rock shall be excavated and removed and disposed of off-site. Rock Excavation includes rock hammering, excavation and removal (disposal either off-site or on-site at the Owner and Geotechnical Engineers direction). Contractor to survey top of rock during excavation.

Measurement for payment shall be by the cubic metre, measured between the theoretical trench bottom, theoretical trench sidewall, and actual top of rock

40. Steel Beam Traffic Barrier – Items 5.05 to 5.07 (Provisional)

The following specifications and standard drawings shall apply to this provisional items:

OPSD
912.125
912.185
912.255
922.165

Reconstruction of Mount Julian-Viamede & Reid's Road Closing Date April 20, 2022

For purposes of bidding the contractor shall assume three separate locations.

Measurement for payment shall be by the lineal metre/each installed end treatment and shall be full compensation for all labour, equipment and materials to complete the work.

41. Pre-Construction Survey – Item 5.08 (Provisional)

The Contractor shall engage a qualified specialist firm for a precondition survey and vibration monitoring with a minimum of five (5) years' experience in loss control for heavy construction in urban areas.

The specialist shall conduct the precondition survey, which shall include, but not be limited to all structures located on properties within a 30m radius of the limits of construction.

This will include all structures considered to be of potential risk, including, but not limited to, buildings, driveways, sidewalks, patios, porches, decks, etc. The precondition survey report shall include as a minimum the following information and 2 copies shall be provided to the Contract Administrator, prior to commencement of any work.

- Type of structure, including type of construction and if possible, the date when built.
- Any differential settlements (interior and exterior): visible cracks in walls, floors and ceilings shall be identified and described, including a diagram, if applicable room by room.
- Any other apparent structural or cosmetic damage or defect observed, i.e. water damage.
- The report shall use dimensions whenever practical to do so, instead of general terms, i.e. "sagging 0.25 – 0.50m" as opposed to "sagging badly"
- Photographs and videos shall be taken to clearly and accurately document and represent the condition of the property. Each photo or video shall be clearly labelled with the location and date.

The standard inspection procedure will include the provision of an explanatory letter to the building owner and/or tenant with a formal request for permission to carry out an inspection. The contractor may be required to produce these letters and a media release in conjunction with the Municipality.

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

A copy of the pre-condition survey limited to a single residence or property, including copies of any photographs or video that may form part of the report shall be provided to the Owner of that resident or property upon request.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

There will be no measurement for payment and the unit for payment will be Lump Sum. For progress payment, 75% of the bid price shall be paid upon the acceptance of the inspection reports complete with photographs and/or video by the Contract Administrator with the balance paid upon issuance of the Substantial Completion Certificate.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work.

42. Hot Mix Asphalt – Base Course – Item 5.09 (Provisional)

OPSS 310, and 1150 apply except as amended below.

The scope of work includes the paving of HL8 Base course hot mix asphalt in addition to surface course on Mount Julian Viamede Road. The performance graded asphalt cement will conform to OPSS MUNI 1101 specifications, PG58-34.

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 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; including tack coat placement prior to surface course.

The cost of tack coat and all step joints 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 Municipality's QA laboratory, which has yet to be determined for this contract.

Measurement for payment shall be by the m² for hot mix asphalt. Payment shall be adjusted based on changes to the MTO Asphalt Cement index.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts "A", "B", "C" and "D" of the Tender for the following prices:

The Municipality reserves the right to cancel any or all items.

SECTION NO. 1 – Site Preparation, Removals, Erosion Control						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.01	SP22	Insurance and Bonding	LS	1	\$_____	\$_____
1.02	SP23	Mobilization / Demobilization	LS	1	\$_____	\$_____
1.03	805 SP24	Straw Bale Check Dam	ea	10	\$_____	\$_____
1.04	805 SP24	Light Duty Silt Fence	m	200	\$_____	\$_____
1.05	805 SP24	Rock Check Dam	ea	5	\$_____	\$_____
1.06	510	Asphalt Removal	m ²	31,200	\$_____	\$_____
1.07	510	Culvert Removal	m	335	\$_____	\$_____
1.08	206	Ditching	m	7,200	\$_____	\$_____
1.09	510 SP25	Remove and Reinstall Mailbox	LS	1	\$_____	\$_____
1.10	510 SP25	Remove and Reinstall Road Sign	ea	30	\$_____	\$_____
1.11	206	Strip and Reuse Topsoil	m ²	16,300	\$_____	\$_____
1.12	180, 201 SP26	Tree Clearing and Grubbing	LS	1	\$_____	\$_____

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

SECTION NO. 1 – Site Preparation, Removals, Erosion Control						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.13	180 206 SP27	Earth Excavation – Removed from site	m ³	17,000	\$_____	\$_____
1.14	706, SP 28	Traffic Control	LS	1	\$_____	\$_____
1.15	314, 1010 SP 29	Import SSM	m ³	1,200	\$_____	\$_____
TOTAL SECTION NO. 1: (excluding HST)						\$_____

SECTION NO. 2 – Drainage						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2.01	401, 410, 421 SP30	375mm HDPE Driveway Culvert	m	70	\$_____	\$_____

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

SECTION NO. 2 – Drainage						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2.02	401, 410, 421 SP30	450mm HDPE Driveway Culvert	m	140	\$_____	\$_____
2.03	401, 410, 421 SP30	450mm HDPE Cross Culvert c/w Frost Taper	m	91	\$_____	\$_____
2.04	401, 410, 421 SP30	750mm HDPE Cross Culvert c/w Frost Taper	m	20	\$_____	\$_____
2.05	401, 410, 4211 SP30	900mm HDPE Cross Culvert c/w Frost Taper	m	14	\$_____	\$_____
TOTAL SECTION NO. 2: (excluding HST)						\$_____

SECTION NO. 3 – Road Construction						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
3.01	314, 1010, 501, SP 31	Granular 'B' Type I (250mm depth)	t	31,680	\$_____	\$_____
3.02	314, 1010, 501, SP 31	Granular 'A' (150mm depth) – Roadway	t	14,400	\$_____	\$_____

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

SECTION NO. 3 – Road Construction						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
3.03	1010, 501, SP 31	Granular 'A' (150mm depth) - Driveway	t	1,000	\$_____	\$_____
3.04	802, 803, 804, SP 32	Hydro-seed and Topsoil	m ²	475	\$_____	\$_____
3.05	710, 1713 SP 33	Pavement Markings	LS	1	\$_____	\$_____
TOTAL SECTION NO. 3: (excluding HST)						\$_____

Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022

SECTION NO. 4a – Road Surface – Hot Mix Asphalt - Option 'a'						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
4.01a	304, 1150 SP 34	Hot Mix HL4 Surface Course Asphalt (50mm depth) - Roadway	m ²	37,550	\$_____	\$_____
TOTAL SECTION NO. 4a: (excluding HST)						\$_____

SECTION NO. 4b – Road Surface – Double Surface Treatment – Option 'b'						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
4.01b	304, SP 35	Double Surface Treatment	m ²	37,550	\$_____	\$_____
TOTAL SECTION NO. 4b: (excluding HST)						\$_____

Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022

Tender Summary	
OPTION 'a' - Hot Mix Asphalt	
Total Section No. 1 - Site Preparation, Removals, Erosion Control	\$ _____
Total Section No. 2 – Storm Sewer	\$ _____
Total Section No. 3 – Road Construction	\$ _____
Total Section No. 4a – Road Surface – Hot Mix Asphalt	\$ _____
Sub-total Tender (excluding H.S.T)	\$ _____
HST # _____ HST @ 13%	\$ _____
Total Tendered Price (basis of award)	\$ _____

Tender Summary	
OPTION 'b' – Double Surface Treatment	
Total Section No. 1 - Site Preparation, Removals, Erosion Control	\$ _____
Total Section No. 2 – Storm Sewer	\$ _____
Total Section No. 3 – Road Construction	\$ _____
Total Section No. 4b – Road Surface – Double Surface Treatment	\$ _____
Sub-total Tender (excluding H.S.T)	\$ _____
HST # _____ HST @ 13%	\$ _____
Total Tendered Price (basis of award)	\$ _____

Provisional:

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

Once a compliant bidder has been identified the Municipality reserves the right to include any or all of the provisional items at any time during the award or construction process.

SECTION NO. 5 – Provisional Items						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
5.01	310, SP 36	Asphalt gutter	m	500	\$_____	\$_____
5.02	SP 37	Asphalt Curb	m	50	\$_____	\$_____
5.03	305 SP 38	Granular Sealing	m ²	4,500	\$_____	\$_____
5.04	403 SP39	Rock Excavation	m ³	400	\$_____	\$_____
5.05	721 SP40	Steel Beam Traffic Barrier – Single Rail	m	800	\$_____	\$_____
5.06	721 SP40	Steel Beam End- Treatment (Leaving)	ea	3	\$_____	\$_____
5.07	721 SP40	Steel Beam End- Treatment (Approach)	Ea	3	\$_____	\$_____
5.08	SP41	Pre-Construction Survey	LS	1	\$_____	\$_____
5.09	304, 308, 1150 SP 34	Hot Mix HL8 Base Course Asphalt (50mm depth) – Roadway – Mount Julian Viamede Rd.	m ²	26,270	\$_____	\$_____

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

Declaration of Accessibility Compliance

Company Name:	
Print Name:	
Title:	Dated:

I/ we acknowledge that as a contractor/consultant of the Township of North Kawartha we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above standards.

Respondent

Signature

Date

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

Terms and Conditions – Agreement Acknowledgement

I/We _____ the undersigned
declare:

1. That the several matters stated in the said bid are in all respects true accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/we do hereby bid and offer to enter into a contract to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the bid herein.
4. That this bid is irrevocable for ninety (90) days and prices for as long as stated elsewhere in the bid document, and that the municipality may at any time within that period without notice, accept this bid whether any other bid has been previously accepted or not.
5. That the awarding of the contract by the municipality is based on this submission, which shall be an acceptance of this bid.
6. That if the bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the bid document and to execute a formal contract in triplicate, if required, within ten (10) working days after notification of award. I/We understand that any acceptance by the municipality is fully conditional upon the receipt of said documentation, security and certifications by the municipality within ten (10) working days. Bid documents may form the contract if project is awarded to the bidder. If I/we fail to do so, the municipality may accept the next highest scored bid or any bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the municipality, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee, or licensee.

**Reconstruction of Mount Julian-Viamede & Reid's Road
Closing Date April 20, 2022**

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

this _____ day of _____ 2022.