Before submitting your tender, check the following points:

1. Has your Tender been signed, sealed and witnessed?

2. Have you enclosed the Bid Deposit i.e. certified cheque or bid bond? (Whichever is required by the Contract Documents)

3. Have you completed all schedules and prices in the Form of Tender?

4. Have you enclosed the Agreement to Bond, Signed and Sealed by your proposed Surety?

5. Have you indicated the number of addenda included in the Tender price?

6. Have you listed your Subcontractors?

7. Have you listed your Experience in Similar Work? (if applicable)

8. Have you listed your Senior Staff? (if applicable)

9. Have you listed the Bidder’s Plant? (if applicable)

10. Are the documents complete?

NOTE: Your Tender will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.
DATA SHEET FOR BIDDERS

Tender Date: Monday, December 17th, 2018

Contract Number: 2018-06

Contract Name: Replacement of Axe Lake Road Bridge (Br.3)

Tender Closing Date: Wednesday, January 23rd, 2019

Owner: Township of McMurrich-Monteith

Address: 31 William Street
Sprucedale, Ontario, P0A 1Y0

Bid Deposit (amount): 10% of contract price, excluding HST

Open for Acceptance: 60 days from Tender Closing

Performance Bonding: 100% of contract price, excluding HST

Labour and Material Bonding: 100% of contract price, excluding HST

Maintenance Term: 24 months from Substantial Performance

Tentative Commencement Date: Monday March 11th, 2019

Working Days: 20

Liquidated Damages: Office supervision and field inspection costs incurred by the Township, in the amount of $1000/working day
TOWNSHIP OF MCMURRICH-MONTEITH

TENDER 2018-06

REPLACEMENT OF AXE LAKE ROAD BRIDGE (BR.3)

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INFORMATION FOR BIDDERS
# TOWNSHIP OF MCMURRICH-MONTEITH

## INFORMATION FOR BIDDERS

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1.0 INTRODUCTION

The Township of McMurrich-Monteith (the “Township”) appreciates your firm’s interest in this Request for Tenders.

This Request for Tenders covers construction services for the Replacement of Axe Lake Road Bridge (Br.3) including, but not limited to:

- Installation of timber running boards on Axe Lake Road Bridge (Br.2), prior to work commencing on Br.3.;
- Full removal of existing timber and steel structure;
- Installation of steel piles and pile caps and timber ballast walls;
- Supply and installation of pre-fabricated modular steel bridge;
- Grading improvements, including minor roadway widening and installation of rock protection at each quadrant of bridge;
- Installation of thrie beam guide rail on structure and steel beam energy attenuating terminal systems at each quadrant of bridge.

For purposes of this Request for Tenders, the successful Bidder shall be referred to as the Contractor.

1.1 General Conditions

This Request for Tenders does not include the relevant Ontario Provincial Standard Specifications, Standard Drawings and General Conditions nor the Ministry of Transportation of Ontario Standard and Supplementary Specifications.

All the work outlined in the Request for Tenders must be carried out in strict accordance with the provision of the foregoing drawings, specifications, and conditions.

Copies of the Ontario Provincial Standard Specifications, Standard Drawings, General Conditions and the Ministry of Transportation of Ontario Standard and Supplementary Specifications must be obtained from the Ministry.
1.2 Site Meeting

No site meeting is scheduled for this project. Regardless, the bidder is required to have performed a pre-bid site inspection as detailed in section 1.3 before placing their bid.

1.3 Pre-Bid Site Inspection

Before submitting a Tender, the Bidder must conduct an inspection of the job site(s). The submission of a Tender shall be an explicit representation by the Bidder to the Township that such an inspection was undertaken, and the Bidder has satisfied itself as to all conditions capable of being observed in the field, and the Bidder is expected to undertake its inspection in a careful and skillful manner, and shall obtain and conduct all requisite investigation in order to acquaint itself with physical conditions in relation to the job site and the project.

2.0 CLOSING TIME

Sealed Tenders are to be submitted to Township of McMurrich-Monteith, 31 William Street, Sprucedale, Ontario, prior to 2:00 p.m. (the “closing time”).

Time registered at the Township Office will be considered the official time of day when determining exact time of submission.

Tenders received after the closing time will not be accepted and will be returned to the Bidder unopened.

3.0 TENDER OPENING AND RESULTS

All Tenders received on time will be opened in public at 2:15 p.m. on the closing day (as indicated in Section 2.0 above) at the Office for the Township of McMurrich-Monteith. The names of Bidders and prices submitted will be disclosed.

Bidders will not be notified in writing of the Tender results.
4.0 CONTACT PERSONS

Bidders may contact David Bonsall, P.Eng., Manager, Structural Engineering, D.M. Wills Associates, in writing, by email to dbonsall@dmwills.com or fax at (705) 741-9944, with questions related to the detailed specifications or the nature of the required work.

Questions related to the Tendering process itself, should be emailed to Cheryl Marshall, Clark-Treasurer, Township of McMurrich-Monteith, clerk@mcmurrichmonteith.com.

Township Councilors and Township employees, other than the employees who are the official contact persons identified in the Request for Tenders, are prohibited from discussing any aspect of a Tender process with a prospective Bidder from the time the Request for Tenders is first issued until such time as an award report has been prepared and submitted to the appropriate approval Township.

Bidders are cautioned, therefore, to deal exclusively with the Township Contact persons referenced above.

4.1 Errors, Omissions and Questions

The Township shall not be held liable for any errors or omissions in any part in this RFT.

Proponents with questions related to this RFT, finding errors in, or omissions from the drawings or documents, or having any doubt as to the meaning or intent of any part of the Tender, must fax or email a person, listed in this Section, (providing reference to the applicable Section(s) and Item #(s)), before Wednesday, January 16th, 2019 at 10:00 a.m. This will allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information. Questions received after this date and time will not be addressed.

There will be no consideration of any claim after submission of the Tender, that there is a misunderstanding with respect to the conditions imposed by the Tender.

Nothing in the Tender is intended to relieve the Proponent from forming their own opinions and consideration with respect to the matters addressed in the Tender.
5.0 THE TENDER

5.1 Bid Deposit

5.1.1 Amount
The Proponent shall enclose a certified cheque, money order, bank draft, irrevocable letter of credit, or bid bond issued by a Surety licensed and qualified to function in the Province of Ontario, in the amount of at least ten percent (10%) of the Total Contract Price (excluding HST), payable to the Township of McMurrich-Monteith (hereinafter referred to as the "Bid Deposit"). The Bid Deposit shall be attached to the submission marked “ORIGINAL”.

A bid bond or letter of credit must be valid for sixty (60) days after Closing.

To ensure the ten percent (10%) of tendered price requirement has been met, the Bid Deposit calculation should be extended to three (3) decimal points and the cheque amount should then be rounded up to the next highest cent. As an example, a Bid Deposit of ten percent (10%) on a proposed price of $945,657.23 would be $94,565.723 which when rounded up to the next highest cent would be $94,565.73.

5.1.2 Purpose of Bid Deposit
Through the Bid Deposit, the Proponent acknowledges that:

a. The Tender has been submitted in good faith, and with no collusion with any other Proponent;
b. The Tender is genuine and accurate;
c. The Township can rely on the representations in the Tender; and
d. The Proponent shall fulfill all requirements of the Tender if the Township accepts it.

The Township shall not pay interest on the Bid Deposit.

5.1.3 Failure to Provide
Failure to provide any Bid Deposit will render the Proposal null and void. The Tender, in such cases, shall not be accepted by the Township, and shall not qualify as a Tender. In such circumstances, the Proponent will be notified.

5.1.4 Perfecting the Proposal Deposit
Failure to provide a Bid Deposit in the proper form or quantum may, at the discretion of the Township, render the Tender null and void. The Township, however, reserves the right to have a Proponent perfect the Bid Deposit in proper form or quantum at the Township’s option within two (2) working days after the
Township has notified the Proponent in writing of the need to perfect the Bid Deposit. The Proponent can then perfect the Bid Deposit provided that:

a. The Bid Deposit is then in proper form; and
b. The Bid Deposit is then provided in an amount which is at least twice the amount stated in Item 5.1.1.

5.1.5 Forfeit of Bid Deposit

The Bid Deposit of the successful Proponent shall be forfeited to the Township in the event that the successful Proponent, prior to executing a Contract, notifies the Township that they are not prepared to complete the Work, or provide the goods/services.

The Proponent acknowledges that any forfeiture of the Bid Deposit does not relieve the Proponent of their liability to pay damages sustained by the Township arising from failure by the Proponent to enter into a Contract with the Township.

5.1.6 Return of Bid Deposit

The Bid Deposit of the successful Proponent will be returned after all the documents are completed to the satisfaction of the Township, and in particular:

a. The successful Proponent has executed the Contract (if required in the RFP) with the Township; and
b. The successful Proponent has provided all insurance and bonding information (if required in the RFT).

The Bid Deposit provided by each unsuccessful Proponent shall be returned within ten (10) working days from the date of the Township entering into a Contract with the successful Proponent.

All Proponents acknowledge the length of time between the Closing and the time Bid Deposits can be returned may be substantial.

If for whatever reason, the Township decides not to accept any of the Tenders; all Bid Deposits will be returned.

5.2 Agreement To Bond

Each Tender must be accompanied by the Agreements to Bond, either on the Bidder’s bonding company’s form, or on the sample form included in the Tender Bid, or 100% of the amount of the Tender in acceptable collateral.
Tender: 2018-06  
Name: Axe Lake Bridge (Br.3) Replacement

Failure to provide an Agreement to Bond with the Tender will render the Tender Null and Void.

5.3 Performance and Materials and Labour Bonds

When the Contract Agreement is signed, the Contractor must furnish a Performance Bond issued by the Bonding company for 100% of the amount of the Tender, or 100% of the amount of the Tender in cash or acceptable collateral; and a Labour and Materials Payment Bond issued by the bonding company for 100% of the amount of the Tender, or 100% of the amount of the Tender in cash or acceptable collateral within (10) ten working days of notification of award. The contract Performance Bonds must provide for a two (2) year guarantee of materials and workmanship from the date of substantial performance of the contract.

5.4 Tender Addenda

It may be necessary for a variety of reasons to issue addenda, which may include, but not be limited to:

   i) Correction to or clarification of the Request for Tenders;
   ii) Extension of the closing date; or
   iii) Retraction or cancellation of the Request for Tenders.
   iv) Response to bidder’s questions

When a Bidder requests a copy of the Request For Tenders, they must provide the Township with company information, including fax number to be advised of addenda when issued for further information, and to be placed on the Bidder’s List.

All addenda will be available from the Township and Bidders should contact the Township before submitting to ensure they are aware of all addenda.

All addenda issued to potential Bidders who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Although the Township will make every reasonable effort to ensure a Bidder receives all addenda issued, it is the Bidder’s ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.
5.5 **Form of Tender**

5.5.1 The Tender must include:
   a) Bid Deposit (see Section 5.1);
   b) Agreement to Bond;
   c) Completed Form of Tender
   d) All addenda issued;
   e) Any additional forms or sheets that the Bidder is instructed elsewhere herein, or in any addendum hereto, to submit with their Tender.

The Tender must be typed or written in ink. It must contain original signatures where required and must be clearly marked “ORIGINAL”.

5.5.2 The Tender shall be made upon the Form of Tender provided. The prices quoted shall be valid for a period of sixty (60) days from the date of the Tender closing.

5.5.3 The Tender shall be submitted on the Tender Form attached hereto and must be properly signed, sealed and witnessed, or signed and sealed if the Bidder is a Corporation.

5.5.4 The Request for Tenders includes one complete extra copy of the Tender Bid. The Contractor must submit their Tender on the copy provided for submission and retain the other copy for their records.

5.6 **Accessibility for Ontarians with Disabilities**

5.6.1 **Accessibility Standards for Customer Service**

   a. Pursuant to Section 6 of *Ontario Regulation 429/07*, Accessibility Standards for Customer Service (the “Customer Service Standards”) made under the *Accessibility for Ontarians With Disabilities Act, 2005* (“AODA”), the Bidder shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible for, complete training about the provision of goods and services provided to people with disabilities;

   Training shall include, without limitation:

   i. Reviewing the purposes of the Act and the requirements of the Customer Service Standards;
   ii. Learning how to interact and communicate with people with various types of disabilities;
   iii. Learning how to interact with people with disabilities who use an
assistive device, service animal or a support person;

iv. Learning how to use the equipment or assistive devices available on Township premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;

v. Learning what to do if a person with a particular type of disability is having difficulty accessing the Township’s goods or services; and

vi. Reviewing the Township’s Accessible Customer Service policy, procedures and practices governing the provision of goods or services to people with disabilities.

b. Provide proof of Customer Service training per Item 5.6.4.

5.6.2 Integrated Accessibility Standards

a. Pursuant to Section 5 of Ontario Regulation 191/11, Integrated Accessibility Standards (the “IAS”) made under the AODA, the Bidder shall ensure that accessibility design, criteria and features be incorporated when providing goods, services and/or facilities, where practicable.

Where it is not practicable to incorporate accessibility, an explanation shall be provided, if requested.

b. Pursuant to Section 7 of the IAS, training is required for a Contract signed on or after January 1, 2014. A Contract signed prior to January 1, 2014 does not require IAS training. The Bidder shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible for, complete training about the requirements of the IAS and the Human Rights Code.

Training shall include, without limitation:

i. Training on the requirements in the IAS, highlighting the accessibility standards for Information and Communication, Employment, Transportation and the Design of Public Spaces; and.

ii. A review of the Human Rights Code as it pertains to persons with disabilities and understanding the differences between the Human Rights Code and the IAS.

5.6.3 Accessible Built Environment Standard

a. The Project must meet all requirements of the Final Proposed Accessible Built Environment Standards released by the Ontario Government in July 2010, developed under the Accessibility for Ontarians with Disabilities Act. The Bidder shall be responsible for designing and constructing the Work
to meet these draft standards which have been adopted by the Township, if the requirements are at a higher level than any existing applicable regulations.

b. Built Environment Standard training is currently not required.

5.6.4 Accessibility Training

a. Pursuant to the AODA and its subsequent Standards, the successful Bidder shall submit, within ten (10) business days of notification of award, with their signed Contract, the completed Attachment 1, providing their representation, warranty and acknowledgement that their employees, agents, volunteers, or others, have completed Accessibility Training as outlined in this Section.

b. **If the successful Bidder does not provide the completed Attachment 1, as requested herein, the Contract may be terminated.**

c. The Bidder shall submit to the Township, if requested, documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training. A record of the dates on which training was provided, complete with the names of the attendees, shall be included in the documentation.

d. The Township reserves the right to require the Bidder, at the Bidder's expense, to amend their accessibility training policies, practices and procedures, if the Township deems them to not be in compliance with the requirements of the AODA.

e. The Bidder shall only assign the employees who have successfully completed accessibility training, to provide services on behalf of the Township.

5.6.5.1 Available Resources

The following resources are available to the Bidder:


b. Customer Service e-learning training module entitled “Serve-Ability”, produced by the Ministry of Community and Social Services:
If you require clarification of the requirements within this notice, please contact the Township for any clarifications that you require.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Definitions

“Bidder” means the party submitting an offer for the performance of the work of the Contract in accordance with the Request for Tenders.

“Contractor” means the successful Bidder that has submitted a Tender for the performance of the work of the Contract in accordance with the Request for Tenders that are being recommended to the Township for award of Contract.

6.2 Freedom of Information

The Bidder hereby consents to the disclosure of the information contained in this Tender, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56 (MFIPPA). If a Bidder considers any part of the Tender proprietary, the Bidder shall clearly mark such page or section of the Tender as confidential.

This procedure will not automatically protect the Tender from release, but will assist the Township in making a determination on release if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

6.3 Rejection of Tender When Township/Bidder Relationship Impaired

The Township may reject a Tender from a Bidder where, in the opinion of the Township, the commercial relationship between the Township and the Bidder has been impaired by the act(s) or omission(s) of the Bidder, within the five (5) year period immediately preceding the date on which the Tender is to be awarded.

The act(s) or omission(s) include, but are not limited to, the following:

a. Threatening litigation or pursuing litigation of the Township, in relation to previous contracts awarded to the Bidder by the Township, or a person
against whom the Township is pursuing litigation. Threatening litigation means transmitting a written threat to commence a judicial proceeding;

b. A claim has been made by the Township on the Bidder, under a security submitted by the Bidder, such as a Bid Deposit, Performance Bond or Materials and Labour Bond;

c. The Bidder has refused to follow reasonable directions of the Township or to cure a default under any Contract or Agreement with the Township;

d. The Bidder refuses to enter into any Contract or Agreement with the Township after the Bidder’s Tender has been accepted by the Township;

e. The Bidder has communicated, directly or indirectly, with any other Bidder about the preparation of the Bidder’s Tender for the same Work;

f. The Bidder or any person with whom that Bidder is not at arm’s length within the meaning of the *Income Tax Act* (Canada) as amended, has been convicted of an offence under any taxation statute in Canada;

g. The Bidder has been convicted under the *Criminal Code* or other legislation;

h. The Bidder has been convicted under any environmental legislation;

i. The Bidder has been convicted relating to product liability or occupational health or safety; or

j. The Bidder has been convicted under the financial securities legislation.

### 6.4 Adjustments to Tenders

Adjustments to submitted Tenders by telephone, email, mail or fax shall not be considered.

#### 6.4.1 Adjustments to Tenders Prior To Tender Closing

A Bidder who has submitted a Tender may request that their Tender be adjusted no later than one hour prior to Closing.

In order to make the adjustment, the already submitted Tender may be returned for adjustment and re-submission (see below). The Bidder may also supersede the original Tender by making another submission.
The Tender contained in the envelope bearing the latest date and time stamp shall be considered the intended Tender and any others shall be considered withdrawn and returned to the Bidder.

The adjustment shall be done in person ONLY and must be completed no later than one hour prior to Closing. The Bidder must provide authorization from the Company and identification before the Township will return the original Tender. The authenticity of the request may be confirmed by telephoning the Company.

6.4.2 Withdrawal of Tenders Prior to Tender Closing

A Bidder who has submitted a Tender may request that their Tender be withdrawn at least one hour prior to Closing. The withdrawal shall be allowed if the request is made in person. Authorization from the Company and identification are required before the Township will return the original Tender. The authenticity of the request may be confirmed by telephoning the Company.

6.4.3 Withdrawal of Tenders During Tender Opening

When several RFT’s are being opened at the same opening, at the conclusion of the reading out of the opening of an RFT, the low Bidder on that RFT may withdraw any of their remaining Tenders for the RFT’s yet to be opened. The withdrawal shall be allowed if the request is made in person. Authorization from the Company and identification are required before the Township will return the original Tender. The authenticity of the request may be confirmed by telephoning the Company.

Tenders withdrawn under this procedure cannot be reinstated.

6.5 Rejection of Tenders

The Tender must be legible in ink or typewritten and all items must be bid. Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, 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, unless otherwise decided by the Township.

A discrepancy in addition or subtraction in a Tender shall be corrected by the Township by adding or subtracting the items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Township. Where an error has been made in transferring an amount form one part of the Tender to
another, the amount shown before transfer shall, subject to any correction 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 Bidder has omitted to enter a price for an item of work set out in the Tender, the Bidder shall, unless the Bidder has specifically stated otherwise in the Tender, be deemed to have allowed elsewhere in the Tender for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, shall be made in the Total Tender Price on account of such omission.

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

Bidders who have submitted Tenders that have been rejected by the Township because of informalities will normally be notified of the reasons for rejection within 10 days after the closing date for Tenders.

6.6 Conflict of Interest

The Bidder shall disclose to the Township prior to awarding of the Contract any potential conflict of interest. If such a conflict of interest does exist, the Township may, at its discretion, withhold the Contract from the Bidder until the matter is suitably resolved.

The Bidder shall, upon request, provide all pertinent information regarding ownership of their company. This information to be supplied forty-eight (48) hours after request.

6.7 Tender Acceptance

Lowest or any Tender will not necessarily be accepted.

This Tender is irrevocable and open to acceptance up to and including, but not after 60 calendar days after the Tender closing.

The Township reserves the right to reject any or all Tenders, including without limitation the lowest Tender, and to award the Contract to whomever the Township in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the contract Documents or herein. The Township shall not, under any circumstances be responsible for any costs incurred by the Bidder in the preparation of its Tender.

Without limiting the generality of the foregoing, the Township reserves the right, in its sole and absolute discretion, to accept or reject any Tender which in the view of the Township is incomplete, obscure, or irregular, which has erasures or
corrections in the documents, which omits one or more prices, which contains prices the Township considers unbalanced, which fails to acknowledge the Tender addenda or which is accompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the Township.

Criteria which may be used by the Township in evaluating Tenders and awarding the Contract are in the Township’s sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more of: price; total cost to the Township; references; past performance of the Contractor with the Township; history of Bidder; qualifications and experience of the Bidder and its personnel to ensure continuous availability of qualified and experienced personnel; the Construction Schedule and plan; the proposed labour and equipment; and the proposed Supervisory Staff.

Should the Township not receive any Tender satisfactory to the Township in its sole and absolute discretion, the Township reserves the right to re-Tender the Project, or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Bidders.

The Township reserves the right to meet with one or more Bidders following the opening of Tenders to clarify elements of the Tenders.

The Township has the right to either award the contract based on the manufacturer and supplier identified herein, or an alternative manufacturer and supplier that best meets the needs of the Township.

6.8 Agreement

The Contractor agrees that, if requested to do so by the Township anyone acting on its behalf within 60 days after the date of Tender opening, it shall execute in triplicate and return to the Township the Agreement in the form bound herein together with the required bonds and insurance certificates within 10 days after being so requested.

If the Contractor fails to execute the Agreement and return it to the Township within the 10 days, the Contractor shall at the Township’s option, forfeit the Bid Deposit.

6.9 Liquidated Damages

The amount assessed as Liquidated Damages on this contract will be $1000 per Calendar Day.
6.10 Insurance

The following shall be additional named insured on this contract:

- Township of McMurrich-Monteith
- D.M. Wills Associates Ltd.

6.11 Approval

The award of this Request for Tenders is subject to the approval of the Township Directors or through its delegated representatives.

The Contractor shall not make any claims for additional costs or expenses due to delays in the commencement of work (or portions thereof) or cancellations of the project arising from the requirement of the above noted approvals.

6.12 Estimated Starting Date

The estimated starting date for this project is March 11th, 2019, and the Contractor will be required to complete the work on or before the expiration of 20 Working Days.

6.13 Maintenance Holdback

In addition to the ten percent (10%) Statutory Holdback required under the Construction Lien Act, an additional Maintenance Holdback of two and one half percent (2.5%) of the Contract price shall be held from each payment certificate. The Maintenance Holdback will be utilized in correcting deficiencies and/or performing work required under contract maintenance clauses in those instances.

The Maintenance Holdback shall be held until the expiration of the two-year warranty period or upon satisfactory rectification of all deficiencies, whichever is later. The warranty period shall run for two (2) years from the publication date of substantial performance. No interest will be paid on the holdback.

6.14 Test Holes

Boreholes were completed on site by Englobe on August 23rd, 2018, refer to report No. P-0016727-0-00-100-01. Any Bidder wishing to have additional test
holes dug must seek pre-approval from the Township. Once approval has been granted, the Bidder must arrange and pay for the test at their sole cost.

6.15 Soils Test

Soils tests were conducted in August 2018. See Geotechnical Investigation Report by Englobe, dated December 2018, report No. P-0016727-0-00-100-01.

6.16 Subcontractors

The Contractor shall employ those Subcontractors proposed in Section B of the Tender for the specific item of work and accepted by the Township at the award of the Contract. If the Contractor wishes to substitute a Subcontractor other than the one named in Section B of the Tender, the Contractor shall provide the Contract Administrator with the following:

i) Reason(s) for the substitution;

ii) Documentation from the originally named Subcontractor indicating their desire to withdraw from the Contract including the reason(s) for withdrawal; and

iii) the proposed substitute Subcontractor's experience and competence to carry out the work.

The Township reserves the right to waive requirement ii) at its sole discretion.

Employment of the proposed substitute Subcontractor to perform contract work is subject to the written consent of the Township. Where the Township approves substitution of Subcontractors the successful bidder shall be held fully responsible to the Township for the acts and omissions of their subcontractors and of persons directly or indirectly employed by them. In view of this responsibility for the acts and omissions of their sub-contractors, the successful bidders shall not be obliged, as a sub-contractor, any person or firm to whom they object. The successful Bidder agrees to enter into a signed agreement with every sub-contractor that references the executed Contract between the successful Bidder and the Township. The successful Bidder shall hold all sub-contractors equally responsible for safe Work Performance.

Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Township.
6.17 All Tenders Exceed Approved Budget

In the event that all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the Township may opt for one of the following:

a. Approach the preferred Bidder to seek options to change the Scope of Work and obtain a corresponding price change for the reduced Scope;
b. Approach the top three Bidders to seek options to change the Scope of Work and obtain a corresponding price change from each for the reduced Scope; or
c. Advise all Bidders that, the Bid Solicitation process will be cancelled, and a review of the Scope of Work will be undertaken and that a new Bid Solicitation may be issued later.

6.18 Workplace Safety and insurance Board (“WSIB”) and Employment Insurance

The Bidder must provide a copy of a valid and current "Certificate of Clearance" from WSIB stating such status, with their Tender or, if the Bidder operates under an “Independent Operator Status” must supply the Township with a document from WSIB confirming their exemption.

Information is available to the Bidder on-line at www.wsib.on.ca.

Other links

a. Link to WSIB Construction Contractor Brochure, which outlines changes in WSIB coverage:

http://beregisteredbeready.ca/asset_files/images/NEWCoverageZoneSigns_Brochure.pdf

b. Link to WSIB Construction Contractor Information:

http://beregisteredbeready.ca/

c. Link to WSIB E-Registration for Contractors:

https://eservices.wsib.on.ca/portal/server.pt/community/eservicespublic/eregistration

The Successful Bidder must be in good standing with WSIB. Within ten (10) working days of notification of award of this RFT, and prior to the start of the Contract, and along
with the signed Contract (if required in the RFT), the Supplier shall furnish, a current and valid “Certificate of Clearance” from the WSIB, or a document stating their exemption.

If the Successful Bidder does not provide either the Certificate of Clearance or a document from WSIB stating proof of exemption or satisfactory proof that an application for the Certificate is in process, the Contract will be terminated and will be awarded to the next qualified Bidder.

During the term of the Contract, the Supplier shall ensure that the Township has a current and valid “Certificate of Clearance”. The Township will not pay invoices unless a current and valid “Certificate of Clearance” is on hand.

Documentation regarding “Independent Operator Status” shall be required for each subsequent Work under this Contract and updated if the Work covered under this Contract is of an intermittent nature involving the same or different types of Work over a determined period of time. The Supplier will not be permitted to start any Work under the Contract until the Township receives such documentation.

The Supplier clearly understands and agrees that they are not, nor is anyone hired by them, covered by the Township under the **Workplace Safety Insurance Act**, **Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall upon request furnish the Township with satisfactory evidence that they have complied with the provisions of any such acts.

Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Township is not to be deemed the employer of the Successful Bidder or their personnel under any circumstances whatsoever.
Company name: 

–––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––––

Hereby represents and warrants that:

My/Our employees, agents, volunteers, or others for whom I/we are responsible, will have successfully completed Accessibility Training as required in this RFT prior to commencement of the Work on behalf of the Township of McMurrich-Monteith, in accordance with the award of RFT # 2018-06 for the Replacement of Axe Lake Road Bridge (Br.3).

Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Township of McMurrich-Monteith and as such I/we solemnly provide this representation and warranty as if it were given under oath.

I/We have the Township to bind the company:

| Company Name: | 
| Signature(s): | 
| Name(s): | 
| Title(s): | 
| Date: |
SECTION B

THE TENDER

- THE TENDER
- LETTER OF INTENT
- SCHEDULE OF UNIT PRICES
- SUMMARY OF CONTRACT PRICES
- LIST OF SUB CONTRACTORS AND SUPPLIERS
- TIME OF THE ESSENCE OF THE CONTRACT
- SCHEDULE OF PROVISIONS, SPECIFICATIONS AND CONDITIONS
- FORM OF TENDER
THE TENDER

BY: NAME

ADDRESS

TO: THE TOWNSHIP OF McMURRICH-MONTEIITH

HEREINAFTER CALLED THE “TOWNSHIP”

FOR: REPLACEMENT OF AXE LAKE ROAD BRIDGE (BR.3)

UNDER: Contract No. 2018-06
LETTER OF INTENT

TO: The Board of Directors of the Township of McMurrich-Monteith

Ladies and Gentlemen:

The undersigned has examined the plans, specifications and location of the work described herein and is fully informed as to the nature of the work and the conditions related to its performance and understands that the quantities shown are approximate only, and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all materials, except as otherwise specified, and for the unit prices named in the itemized list, to complete the work herein described in strict accordance with the plans, therefore, and in conformity with the requirements of the specifications and supplemented specifications as may be provided by the Township of McMurrich-Monteith for the performance of this Work.

A Bid Deposit for the sum of $___________________________accompanies this Tender.

_________________________________________________
Signature of Contractor
SCHEDULE ‘A’

Note:  Unit and/or lump sum prices shall not include HST

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>1</td>
<td>MUNI.182, MUNI.805, SP</td>
<td>Environmental Protection</td>
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<td>MUNI.314, MUNI.501, SP</td>
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<td>$</td>
<td>$</td>
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<td>3</td>
<td>MUNI.510, SP</td>
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<tr>
<td>4</td>
<td>511</td>
<td>Rock Protection</td>
<td>m³</td>
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<td>5</td>
<td>MUNI.706, SP</td>
<td>Temporary Traffic Control Signs</td>
<td>Lump Sum</td>
<td>$</td>
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<td></td>
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<tr>
<td>6</td>
<td>MUNI. 732</td>
<td>X-Lite Tangent Terminal System</td>
<td>Each</td>
<td>4</td>
<td>$</td>
<td>$</td>
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<td>7</td>
<td>902, SP</td>
<td>Earth Excavation for Structure</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>903</td>
<td>Supply Equipment for Installing Driven Piles</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>903</td>
<td>H-Piles (310x110)</td>
<td>m</td>
<td>110</td>
<td>$</td>
<td>$</td>
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<tr>
<td>10</td>
<td>903</td>
<td>Retapping Piles</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td>907, SP</td>
<td>Wood in Structure (Br.2)</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>907, SP</td>
<td>Wood in Structure (Br.3)</td>
<td>Lump Sum</td>
<td>$</td>
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<tr>
<td>13</td>
<td>906, SP</td>
<td>Fabrication of Structural Steel</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
<td></td>
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<td>14</td>
<td>906, SP</td>
<td>Delivery of Structural Steel</td>
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<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>906, SP</td>
<td>Erection of Structural Steel</td>
<td>Lump Sum</td>
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<tr>
<td>16</td>
<td>MUNI.918, SP</td>
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<td>17</td>
<td>MUNI.922</td>
<td>Bearings</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘A’ TOTAL = ____________________
TOWNSHIP OF MCMURRICH-MONTEITH
TENDER 2018-06

REPLACEMENT OF AXE LAKE ROAD BRIDGE (BR.3)

SUMMARY OF CONTRACT PRICES

<table>
<thead>
<tr>
<th>SCHEDULE ‘A’</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONTRACT BID PRICE</td>
<td>$</td>
</tr>
</tbody>
</table>

Note: Unit and/or lump sum prices shall not include HST.

Repeat Total Contract Price below in writing:

_________________________________________________________

_________________________________________________________

_________________________________________________________

The Total Contract Bid Price must appear on the “Form of Tender”.

_________________________________________________________
LIST OF SUB CONTRACTORS AND SUPPLIERS

Submitting with the completed Tender, the Bidder shall complete the following list of Subcontractors and suppliers (where applicable) he proposes to carry out the work. The Bidder shall, unless the Contract Administrator shall otherwise agree in writing, be bound to use the Subcontractors and suppliers named below for the work of this Contract. Where the Bidder does not intend to employ a Subcontractor, he shall insert the words "Own Forces" in the provided space.

**LIST OF SUBCONTRACTORS AND SUPPLIERS**

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Subcontractor / Supplier</th>
<th>Value of Subcontract / Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modular Bridge Supply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pile Driving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Failure to list all Subcontractors and/or Suppliers may disqualify your Tender.
TIME OF THE ESSENCE OF THE CONTRACT

Time shall be deemed to be of the essence of this contract.

The Contractor, having carefully examined the site of the proposed work, and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of the Tender, agrees to complete the work on this contract on or before the expiration of Twenty (20) Working Days.
SCHEDULE OF PROVISIONS, PLANS, SPECIFICATIONS AND CONDITIONS

CONTRACT 2018-06

A. Special Provisions:


B. Plans:

Contract Drawings attached:

1. Axe Lake Road Bridge (Br.2) Details
2. General Arrangement
3. Removals
4. Pile Driving Control
5. Bridge Details
6. Standard Details

Specifications and Drawings:


(2) Ontario Provincial Standard Drawings (latest revision) (not attached).

(3) Ministry of Transportation of Ontario Standard and Supplementary Specifications (latest revision) (not attached).

D. General Conditions And Supplemental Conditions:

(1) Ontario Provincial Standard General Conditions (latest revision) (not attached)

E. Appendix:

(A) Geotechnical Investigation Report, Proposed Replacement Bridge – Axe Lake Road, Report #P-0016727-0-00-100-01 (Final), December 2018
TOWNSHIP OF MCMURRICH-MONTEITH

REPLACEMENT OF AXE LAKE ROAD BRIDGE (BR.3)

FORM OF TENDER

1. I/WE declare that I/We have carefully examined the locality and site of the proposed works, as well as all the Plans, Drawings, Profiles, Information for Bidders, Specifications, Special Provisions and Conditions as well as any and all addenda issued, relating to the said Contract, and hereby acknowledge the same to be part and parcel of any Contract to be let for the work therein described or defined and do hereby Tender and offer to enter into a Contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange and excluding HST and other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the unit prices shown in the attached Schedule of Unit Prices which forms part of this Tender for the Total Contract Bid Price of (in writing):

   ($    )

   ________________________________  

2. I/We further declare that we have received addenda ___ to ___ inclusive, and the Total Contract Price includes the provisions set out in such addenda.

3. I/WE declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this tender or in the contract proposed to be taken.

4. I/WE further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

5. I/WE further declare that no member of the Township Staff, Board of Directors, or any officer of the Township of McMurrich-Monteith is, or will become interested directly or indirectly as a Contractor in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.

6. I/WE further declare that the firm or corporation, the signature of whose proper officers and seal is or are attached below, is in good standing with the Workplace Safety & Insurance Board and will provide the Township of McMurrich-Monteith with a Certificate from the Workplace Safety & Insurance Board should I/WE be awarded the Contract.
7. I/WE further declare that the several matters stated in the said Tender are in all respects true.

8. I/WE agree that this offer is to continue open to acceptance until the formal Contract is executed by the successful Bidder for the said work or until 60 days after the said opening, whichever event first occurs; and that the Township may at any time within that period, without notice, accept this Tender whether any other Tender had been previously accepted or not.

9. Accompanying this Tender is the Bid Deposit in the form and amount specified in the "Information for Bidders" made payable to the Township of McMurrich-Monteith, the proceeds of which shall be forfeited to the Corporation if I/We fail to file with the Township the completed Performance Bond and Labour and Materials Payment Bond specified in the "Information to Bidders" and an executed form of Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this Tender by the Township.

10. Accompanying this Tender are agreements to bond (Performance and Labour and Materials Payment) from:

11. I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

12. I/WE hereby agree that the work specified in the Contract will be performed in strict accordance with the Design Drawings, Specifications and Special Provisions as required.

________________________________________________________________________
(Name of Firm)

________________________________________________________________________
(Address and Telephone Number)

Witness ____________________________    Signature of Contractor

Dated at __________________________ this ___ day of ____________________, 2019.
SECTION C

AGREEMENT TO BOND –

PERFORMANCE AND LABOUR
AND MATERIALS PAYMENT
AGREEMENT TO BOND – PERFORMANCE AND LABOUR AND MATERIALS
PAYMENT

FOR The Township of McMurrich-Monteith

We, the undersigned, hereby agree to become bound as surety for:

________________________________________________________________________

(Name of Bidder)

In a Performance Bond totaling One Hundred Percent (100%) of the Total Contract
Price and in a Labour and Materials Payment Bond totaling One Hundred Percent
(100%) of the Total Contract Price, and conforming to the Instruments of Contract
attached hereto, for the full and due performance of the works shown as described
herein, if the Tender for:

2018-06, Replacement of Axe Lake Road Bridge (Br.3)

is accepted by the Township of McMurrich-Monteith.

It is a condition of this Agreement that if the above mentioned Tender is accepted,
application for the above mentioned Bonds must be completed with the undersigned
within ten (10) days of acceptance of the Tender related thereto, otherwise this
Agreement shall be null and void.

DATED this _____ day of _________________ 2019.

________________________________________
Name of Bonding Company

BY:

________________________________________
Signature of Authorized Person
Signing for Company

________________________________________
Company Seal

Position
SECTION D

TYPICAL AGREEMENT
This Agreement made in triplicate this \_\_\_\_ day of \_\_\_\_ 2019.

Between:

Name of Firm ____________________________

Address ________________________________

City ___________________ Postal Code ____________

Hereinafter called the "Contractor"

The party of the first part

And -

The Township of McMurrich-Monteith

Hereinafter called the "Township"

The party of the second part

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Engineer, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender therefore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the Request for Tenders and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes at though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORK

A description of the work under Contract 2018-06 includes replacement of the existing structure and associated improvements as illustrated in the enclosed drawings and special provisions for work on the Axe Lake Road Bridge (Br.3) in the Township of McMurrich-Monteith.
The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Tender entitled **TIME OF THE ESSENCE OF THE CONTRACT**.

The Contractor agrees that any monies due to the Township as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor on any account whatsoever.

**IN CONSIDERATION WHEREOF**, said party of the second part agrees to pay to the Contractor for all work done, the unit prices on the Tender.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Contractor and the Township have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

________________________________________  _______________________________________
Witness of the Corporation                     Signature of Contractor or Seal

________________________________________  _______________________________________
Witness                                      Reeve, Township of McMurrich-Monteith

________________________________________  _______________________________________
Witness                                      Clerk-Treasurer, Township of McMurrich-Monteith
SECTION E
SPECIAL PROVISIONS

- GENERAL PROVISIONS
- CONTRACT SPECIFIC PROVISIONS
Tender: 2018-06
Name: Replacement of Axe Lake Road Bridge (Br.3)

INDEX OF SPECIAL PROVISIONS

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<th>NUMBER</th>
<th>TITLE</th>
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</thead>
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</tr>
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<td>3.</td>
<td>WORK BY OTHERS WITHIN THE CONTRACT LIMITS</td>
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<td>CONTRACT SCHEDULE AND MEETINGS</td>
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<td>ACCESS TO SITE</td>
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<td>11</td>
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<td>ITEM NO.15</td>
<td>MODULAR BRIDGE</td>
<td>13</td>
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</tbody>
</table>
GENERAL PROVISIONAL ITEMS

1. CONTRACT ADMINISTRATOR

The Township's Contract Administrator for this project will be Mr. David Bonsall, P.Eng., D.M. Wills Associates Ltd. (Phone: 705-742-2297 ext. 240) or his designate.

2. ASSUMED CONSTRUCTION NORTH

For the purpose of this Contract, it is assumed that the Bridge runs 'east-west', with West Bear Lake Road located east of the bridge.

3. WORK BY OTHERS WITHIN THE CONTRACT LIMITS

The relocation of utilities shall be carried out with the approval of the appropriate utility companies. It is the Contractor's responsibility to contact the appropriate agencies 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.

The Contractor is advised that utility relocations by others may be occurring during this Contract. It is the Contractor’s responsibility to coordinate their activities so as not to conflict with the activities of these utility companies. A physical separation must be maintained between work areas of the utilities and the Contractor's operations. The following outlines the different utility companies and the extent of work/notification they require during the course of this contract:

- Currently there is no scheduled work in conjunction with this project.

Should this work or any unforeseen utility work be required and if the Contractor’s work must occur simultaneously and directly adjacent to work by others, a separate fenced area must be maintained to physically delineate the working areas, at no cost to the Township.

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.

4. CONTRACT SCHEDULE AND MEETINGS

The Contractor shall report the progress of the work to the Contract Administrator on a weekly basis (or more frequently if deemed necessary). The report shall focus on tracking of the actual progress of the work against the Contractor’s detailed schedule, which is based on the above time frame.

A detailed critical path schedule shall be prepared by the Contractor and submitted with the Tender. Tenders submitted without the schedule may be deemed
incomplete and subsequently may be rejected at the discretion of the Township.

The schedule shall include all controlling operations, major milestone dates and requirements of others. Updates of the work program shall be provided every two weeks on the same day of the week for the duration of the contract. Regular submissions shall coincide with the Contract site meetings. No payment certificate will be issued until the Contractor updates the schedule. No extra payment will be made for this delay.

5. ACCESS TO SITE

Access to the work site shall be from the east side of the bridge, via Axe Lake Road. The Contractor shall note that improvements to Axe Lake Road Bridge (Br.2) are included in this contract and must be completed prior to work commencing for the replacement of Axe Lake Road Bridge (Br.3). Any damage to existing structures to remain or other Township property shall be repaired to the full satisfaction of the Owner.

6. COLD WEATHER WORK

The Contractor shall note the estimated dates specified in the Contract Data Sheet for Bidders and anticipate that cold weather work may be required. The Owner shall not entertain any claims arising from inclement weather.

7. OCCUPATIONAL HEALTH AND SAFETY ACT 1991 – DESIGNATED SUBSTANCES

In accordance with the requirements of Section 18a(1) of the Occupational Health and Safety Act, the Ministry has determined that the designated substances as listed hereunder are present on the site and within the limits of this Contract.
<table>
<thead>
<tr>
<th>Designated Substance</th>
<th>Identified on this Site</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrylonitrile</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Asbestos</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Benzene</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Coke Oven Emissions</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Ethylene Oxide</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Isocyanates</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>This substance may be present in creosote treated timber coating. Exposure to this substance may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, and blasting during the existing bridge removal.</td>
<td>Existing Timber Bridge Structure</td>
</tr>
<tr>
<td>Mercury</td>
<td>Not Identified</td>
<td></td>
</tr>
<tr>
<td>Silica</td>
<td>This substance may be present in pressure treated timber members. Exposure to this substance may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, and blasting during the existing bridge removal.</td>
<td>Existing Timber Bridge Structure</td>
</tr>
<tr>
<td>Vinyl Chloride</td>
<td>Not Identified</td>
<td></td>
</tr>
</tbody>
</table>
ITEM No.1            ENVIRONMENTAL PROTECTION

Amendment to OPSS MUNI.182

182.01               SCOPE

Section 182.01 of OPSS MUNI.182 is amended by the addition of the following:

Under this Item the Contractor is required to supply all labour, equipment, and materials for the protection of the watercourse, its water quality and fish habitat during the project. Installation, maintenance and removal of mitigation measures listed below, as necessary to achieve this protection, are required:

- Heavy Duty Silt Fence Barriers as per OPSD 219.130;
- Straw Bale Flow Checks as per OPSD 219.180;
- Temporary Rock Flow Checks as per OPSD 219.210; and
- Turbidity Curtain as per OPSD 219.260.

In addition, this item shall include, but is not limited to the following measures:

i) Restoration of the water body, water body banks, and all construction accesses / lay down areas to conditions existing at commencement of construction or as otherwise specified on the drawings;

ii) Temporary erosion and sedimentation works should be maintained until vegetation has been re-established to a sufficient degree so as to provide adequate protection to disturbed work areas;

iii) All sediment traps, check dams and silt fence will be cleaned, as a minimum, when they are 50% filled. Maintenance of these devices is essential. Lack of cooperation on the part of the Contractor will be considered as a major violation to the Plan and the Contract and will result in a shutdown of the project operations until maintenance is performed to the Contract Administrator’s satisfaction;

iv) Disturbed areas at the construction site are to be stabilized and re-vegetated after completion of the project, using native plant species as much as possible, and the site is to be restored to a pre-construction state or better;

v) Construction procedures and handling/storage of toxic materials shall conform to Ontario Ministry of the Environment regulations;

vi) Stockpile or spoil materials shall be prevented from entering the waterway. No grading or concrete pours shall occur over or close to the water without adequate barrier measures in place beforehand. The Contractor shall advise the Contract Administrator in advance of placement of any stockpiled material so that the Contract Administrator can determine what protective measure, if any, are necessary;
vii) All activities, including maintenance procedures, must be controlled to prevent the entry of petroleum product, silt, debris, rubble, concrete or other deleterious substances into the watercourse. Vehicular refuelling and maintenance, including the storage of fuel containers, must be conducted 30 m away from the watercourse banks;

viii) Maintenance of all proposed vegetation, once established, will be a critical component of the contract during the guarantee period. All temporary erosion and sediment control structures constructed (except the dewatering trap) will remain in place during this period unless the Contract Administrator requests their removal. Prior to the end of the guarantee period, if all vegetation has established successfully, these measures shall be removed upon notification by the Contract Administrator.

ix) All dewatering discharges must be directed to the dewatering trap. Materials from the excavation of the trap shall be removed from the site or controlled as the Contract Administrator directs.

x) No machinery shall enter the stream bed of any watercourse. Movement of construction equipment in the vicinity of the stream shall be limited to the minimum required for construction.

xi) All construction work in areas which in the Contract Administrator’s opinion may have adverse effects on the watercourse shall be monitored by a designated representative of the Contractor to ensure compliance with the Plan.

xii) All clauses pertaining to the construction/placement of erosion and sediment controls in the Special Provisions-General and the Contract Items will form an integral part of the project Environmental Protection Plan.

182.10 BASIS OF PAYMENT

Section 182.10 of OPSS MUNI.182 is amended by the addition of the following:

Partial payments will be made on the following basis:

i) 60% of the tender amount will be paid upon installation of all appropriate measures to the satisfaction of the Contract Administrator.

ii) The remaining 40% will be paid upon completion of construction to the satisfaction of the Contract Administrator.

ITEM No.2 GRANULAR ‘A’

Amendment to OPSS MUNI.314

314.01 SCOPE

Section 314.01 of OPSS MUNI.314 is amended by the addition of the following:
Under this item and for the contract prices, the Contractor shall supply, place and compact in accordance with OPSS MUNI.314 and OPSS MUNI.501, Granular ‘A’ as shown on the Contract Drawings and as directed by the Contract Administrator. All granular materials shall be compacted to 98 Percent Standard Proctor Maximum Dry Density.

The following work will be included:

a. Backfill to the excavations for the ballast walls;
b. Roadway platform widening, as required for guide rail installation;
c. Preparation of road to the limits shown on the Contract Drawings, including compaction of existing granular material.

314.07 CONSTRUCTION

314.07.05 Compaction

Subsection 314.07.05 of OPSS MUNI.314 is amended by the addition of the following:

Water shall be applied to the materials to assist compaction, as directed by the Contract Administrator and shall be included in the Contract unit price.

The Contractor shall not be permitted to use other than hand operated vibratory type compaction equipment for compaction of backfill material within the restricted zone behind all earth retaining structures. Restricted zone is the area within a plane extending from the base of the back face of the wall, at the limit of excavation, upwards at a slope of 1.0 vertical to 1.0 horizontal.

ITEM No.3 REMOVAL OF BRIDGE STRUCTURE

Amendment to OPSS MUNI.510

510.01 SCOPE

Section 510.01 of OPSS MUNI.510 is amended by the addition of the following:

Under this Item and for the Contract price, the Contractor shall supply all labour, materials and equipment necessary to perform the following work in accordance with OPSS MUNI.510:

a. Removal of existing bridge structure, including timber deck, steel structural components, timber railing, etc.
b. Removal of timber abutments / cribs and associated fill;
c. Removal of existing guide rail components;
d. All other removals required for completion of the work, not provided for under other Items.
510.07 CONSTRUCTION

510.07.02 Bridge Work

510.07.02.01 Removal of Bridge Structures and Bridge Footings

Subsection 510.07.02.01 of OPSS MUNI.510 is amended by the addition of the following:

The Contractor shall carefully remove all above elements and take all necessary precautions to prevent any debris from falling into the watercourse. Any materials which fall into the watercourse shall be located and removed immediately under the direction of the Contract Administrator. The Contractor shall observe all safety laws and regulations in carrying out the work of this and all other items. Full protection system shall be in place during all removals to ensure no material enters the watercourse.

Any damage caused to existing components designated to remain (temporarily or permanently) as a result of the Contractor’s operations shall be repaired by the Contractor at his own expense and to the complete satisfaction of the Contract Administrator.

All removals from the existing structure, except as specifically noted, shall remain the property of the Contractor to be disposed of by the Contractor off the limits of the Contract, at a location arranged for by the Contractor at his own expense and to the satisfaction of the Contract Administrator. When hauling removals, rubble, excavated materials or fill from or to the site, the Contractor shall comply with the requirements of the Highway Traffic Act.

ITEM No.5 TEMPORARY TRAFFIC CONTROL SIGNS

Amendment to OPSS MUNI.706

706.01 SCOPE

Section 706.01 of OPSS MUNI.706 is amended by the addition of the following:

Under this item and for the Contract price the Contractor shall provide all labour, equipment and materials necessary to meet the traffic management restrictions and requirements to close Axe Lake Road at the bridge location for the duration of construction in accordance with Section GC 7.06 of the Supplemental General Conditions.

The Contractor shall:

a. Provide road closure for the duration of construction.

This item includes the supply and installation of all traffic control signage, as
required for the closure, all in accordance with the Contract Drawings and the Ontario Traffic Manual (Book 7) Temporary Conditions.

The Contractor is required to install three (2) TC-67 signs at least two weeks prior to construction start notifying the public of the upcoming work, what closures are taking place and the anticipated completion date. TC-67 wording shall be reviewed and approved by the Contract Administrator in advance of sign fabrication.

Signs shall be in place before work-affecting traffic begins. They shall be well maintained to be effective at all times and remain operational throughout the duration of construction.

The Contractor is required to provide two (2) weeks’ notice to the Township of McMurrich-Monteith and Contract Administrator with regard to construction start date and provide a traffic control plan for approval at this time.

The Contractor is responsible for the removal, salvage, storage and replacement (in their original locations) of all signs and signposts that interfere with the installation of the proposed facilities.

During construction, the Contractor shall either:
a) store the signs and posts in a safe and secure manner or;
b) temporarily re-install the signs as necessary for the safety of the public, e.g. stop signs.

The Contractor will be responsible for any signs, and sign posts that are damaged or misplaced.

No additional payment shall be made for this work.

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 Supplement and OPSS 543. This item is applicable to all components and schedules of this Contract.

The Contractor shall inspect all pedestrian protection, and detour signage as applicable on a daily basis. A log shall be maintained with the daily inspection records and will detail the maintenance and relocation activities carried out on the above.

ITEM No.7 EARTH EXCAVATION FOR STRUCTURE

Amendment to OPSS 902

902.01 SCOPE

Section 902.01 is amended by the addition of the following:
Any over-excavation shall be backfilled and compacted with Granular ‘A’. Costs for
the placement of this material shall be borne by the Contractor and deemed to be
included in the lump sum price for this Item.

902.09 MEASUREMENT FOR PAYMENT

902.09.01 Actual Measurements

902.09.01.01 Excavation for Structure

Subsection 902.09.01.01 of OPSS 902 is deleted and replaced by the following:

No measurement for payment shall be made under this Item.

Payment at the lump sum Contract price for the above tender Item shall include full
compensation for all
labour, equipment and materials required to complete the following work:

a. Excavations as required to accommodate the removal of the existing
structure;
b. Excavations required to construct the new structure and appurtenances,
including but not limited to the ballast walls, abutments, and other elements;
c. All other excavation required to complete the work.

All as shown on the Contract Drawings and as directed by the Contract
Administrator.

ITEM No.11 WOOD IN STRUCTURE (BR.2)

Amendment to OPSS 907

907.01 SCOPE

Section 907.01 of OPSS 907 is amended by the addition of the following:

Under this Item and for the Contract price, the Contractor shall supply all labour,
materials and equipment necessary to perform the following work:

- Installation of hemlock timber running boards on the existing Axe Lake Road
  Bridge (Br.2) deck, including the installation of all countersunk lag screws
  and associated hardware for modifications as shown in the contract
drawings.

The above noted work shall be performed prior to commencing work on Axe Lake
Road Bridge (Br.3), as noted elsewhere in this Contract.
ITEM No.12 WOOD IN STRUCTURE (BR.3)

Amendment to OPSS 907

907.01 SCOPE

Section 907.01 of OPSS 907 is amended by the addition of the following:

Under this Item and for the Contract price, the Contractor shall supply all labour, materials, and equipment necessary to perform the following work:

a. Installation of new treated timber decking and curbs on the replacement modular steel bridge structure, including all associated hardware;
b. Installation of the new treated timber ballast walls including all required hardware, including but not limited to galvanized steel threaded rods and plates;
c. Placement of non-woven geotextile in accordance with OPSS 1860, installed on the backside of each ballast wall;
d. All timber construction / modification not provided for under other Items of this Contract.

ITEM No.11 FABRICATION OF STRUCTURAL STEEL
ITEM No.12 DELIVERY OF STRUCTURAL STEEL
ITEM No.13 ERECTION OF STRUCTURAL STEEL

Amendment to OPSS 906

906.01 SCOPE

Section 906.01 of OPSS 906 is modified by the addition of the following:

Under this Item and for the Contract price, the Contractor shall supply all labour, materials, and equipment necessary to perform the following work:

a. Installation of structural steel bearings plates on between installed H-piles and pile caps;
b. Installation of structural steel pile caps, including stiffener plates;
c. Installation of structural steel bearing seat, shoe plates, anchor rods, and associated components;
d. All other structural steel required to install the new modular bridge structure not provided for under other Items;
e. All necessary modifications required to suit existing conditions and the selected modular bridge structures.

906.07 CONSTRUCTION

906.07.03 Erection
906.07.03.06 Coatings

Subsection 906.07.03.06 of OPSS 906 is amended by the addition of the following:

All structural steel shall be supplied as either 350AT or 350W. If 350W is selected, it shall be hot-dipped galvanized in accordance with OPSS 911. The Contractor shall be responsible for all requirements associated with welding and repairs to the coatings.

ITEM No.15 MODULAR BRIDGE

Amendment to OPSS MUNI.918

918.01 SCOPE

Section 918.01 of OPSS MUNI.918 is deleted and replaced by the following:

This specification covers the requirements for the design, supply, delivery, and erection of one modular bridge structure, including decking and railings.

The modular bridge components shall be transported, stored and handled in such a manner that damage is prevented and the strength of the components is not affected by deterioration or deformation.

918.03 DEFINITIONS

Section 918.03 of OPSS MUNI.918 is amended by the addition of the following:

Quality Verification Engineer (QVE) means an Engineer retained by the Contractor qualified to provide the services specified in the Contract Documents.

918.04 SUBMISSION AND DESIGN REQUIREMENTS

Subsection 918.04.01 of OPSS MUNI.918 is amended by the following:

918.04.01 Design Requirements

Subsection 2 is amended by the addition of the following:

c. The length of the bridge shall be approximately 9.14m between ends of the bridge, measured along the centreline of the bridge;
d. The structure shall come with bearings, shoe plates, and all necessary hardware as selected by the Design Engineer to be suitable for the layout and elevations shown in the contract documents;
e. The structure shall have a laminated timber deck;
f. The structure will have a life expectancy of at least 75 years;
g. Diaphragms shall be installed between girders in accordance with the Canadian Highway Bridge Design Code. At a minimum, diaphragms shall be installed at the support locations, and at any other locations along the

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span to control deflection and to facilitate load sharing among the girders/stringers;

h. The structure shall be supplied as weathering steel (350AT) or structural steel (350W) with a hot dipped galvanized coating system in accordance with CSA G164. Guide rail posts, associated hardware, thrie beam guide rail, and thrie beam transition to existing steel beam guide rail shall be galvanized. Spacing between inside face of guide rails shall be 4.5m to 4.8m. The Design Engineer shall ensure that the structure is capable of withstanding traffic impact of the attached thrie beam guide rail.

Subsection 918.04.02.01 of OPSS MUNI.918 is amended per the following:

918.04.02.01 Working Drawings, Procedures & Certifications

The first sentence shall be deleted and replaced with the following:

At least one week prior to commencement of fabrication, six (6) sets of the following information shall be submitted to the Owner, for information purposes only.

Subsection c. shall be deleted and replaced with the following:

   c. Design calculations indicating that the modular bridge conforms to the requirements of the Contract Documents and Canadian Highway Bridge Design Code:

Subsection 918.04.02.03 is added to OPSS MUNI.918:

918.04.02.03 Certificate of Conformance

The Contractor shall submit to the Contract Administrator upon completion of the fabrication of the structure, a Certificate of Conformance sealed and signed by a Quality Verification Engineer. The Certificate shall state that the modular bridge has been fabricated in general conformance with the stamped working drawings and contract documents.

918.08 QUALITY ASSURANCE

918.08.01 General

The Owner, at its discretion, may choose to conduct inspection, testing, and sampling in the fabricating shop to confirm that the materials supplied and the fabrication have been completed as specified in the Contract Documents.

The Contractor shall provide free and safe access, and protection from the weather for inspection and testing of materials and structural components, during all aspects of the fabrication and delivery of the modular bridge structure, at no additional cost to the Owner.
918.10 BASIS OF PAYMENT

Subsection 918.10.01 of OPSS MUNI.918 shall be deleted and replaced with the following:

918.10.01 MODULAR BRIDGE

Payment at the contract price for the above item shall be full compensation for all labour, Equipment and Material to do the work of design, fabrication, delivery, and installation of the modular bridge and all its necessary components as per the Contract requirements and shop drawings.