Martintown Bridge Repair

Repair of Martintown Bridge within the United Counties of Stormont, Dundas and Glengarry, in Martintown, Ontario. Work at the site includes removal of damaged sections of barrier, wingwall and approach sidewalk, installation of new barrier panel, new sidewalk and new concrete on the wingwall, and installation of new approach barrier on the northeast approach.

TENDER NO. 2019-18-707

Closing Date

3:00:00 p.m., local time Thursday, September 12, 2019
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Section A: Form of Tender (copy to be completed and submitted)
Section B: Information to Bidders
Section C: General Conditions
Section D: Standard Specifications and Standard Drawings
Section E: Special Provisions
Section F: Drawings
Section A: Form of Tender

Dear Sirs:

I/We, the undersigned, having carefully examined the scope 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 this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in the attached Schedule of Prices, which forms part of this tender.

Attached to this Tender is a certified cheque, bank draft or money order for 10% of the Total Tendered Price made payable to the United Counties of Stormont, Dundas and Glengarry. The proceeds of this bid deposit shall be forfeited to the County if the Contractor fails to file with the County an executed form of agreement for the performance of the work within fourteen (14) calendar days from the date of notification of acceptance of this tender by the County or the Contractor fails to commence the work specified as provided elsewhere in the Contract. The County shall retain the certified cheque/bank draft/money order until the Contract has been completed and accepted by the Owner. Funds from this bid deposit shall also be forfeited should terms of this contract not be completed to the satisfaction of the Owner. Performance Bonds shall not be accepted in lieu of a certified cheque/bank draft as stipulated.

This Tender shall be open for acceptance for a period of forty-five (45) days after the closing date. After this time, the tender may only be accepted with the consent of the Contractor.

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 the mailing of such notification.

Signed at _________________ this __ day of ___________________, 2019.

Name & Position of Signing Authority (Please print)

__________________________  __________________________
Company                        Address

__________________________
Signature of Signing Authority

__________________________  __________________________
Contractor’s Phone No.         Contractor’s Fax No.    Contractor’s Email

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Form of Tender – To be Submitted as Part of the Tender
# SCHEDULE OF ITEMS AND LUMP SUM PRICES

## Table 1: Martintown Bridge Repair

<table>
<thead>
<tr>
<th>Item No.</th>
<th>OPSS</th>
<th>SP</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>182, 491, 518, 539, 802, 804, 805</td>
<td>1</td>
<td>Sitework, including Mobilization, Demobilization, Utility Protection, environmental protection and Site Restoration</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>706</td>
<td></td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>510</td>
<td></td>
<td>Earth excavation including grading and removals, as required</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>510</td>
<td></td>
<td>Remove existing approach guiderail including end treatment and backfilling of holes with compacted Granular‘A’.</td>
<td>m</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>510</td>
<td></td>
<td>Remove existing concrete end wall; including guiderail anchorage</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>510</td>
<td></td>
<td>Remove existing approach sidewalk including 300mm of granular fill</td>
<td>m²</td>
<td>7.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>510</td>
<td></td>
<td>Remove upper section of concrete wingwall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>510</td>
<td></td>
<td>Remove concrete on existing vertical face of sidewalk adjacent to wingwall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>904</td>
<td></td>
<td>Concrete in reconstructed portion of wingwall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>904</td>
<td></td>
<td>Concrete in new end wall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>904</td>
<td></td>
<td>Concrete in new vertical face of sidewalk adjacent to wingwall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>904</td>
<td>2</td>
<td>Install stone veneer on new end wall. (Stone Veneer to be supplied by the United Counties) Including joint mortar and stainless steel ties</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>510</td>
<td></td>
<td>Remove, salvage and reinstall plaque, including new anchors</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>721</td>
<td></td>
<td>Supply and install new approach guiderail and channel anchorage inserts (Embedded in new end wall)</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>929</td>
<td></td>
<td>Abrasive blast clean existing steel to remain</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>905</td>
<td></td>
<td>Galvanized dowels into concrete</td>
<td>each</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>905</td>
<td></td>
<td>Galvanized reinforcing steel</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>908</td>
<td></td>
<td>Fabricate, supply and install new steel barrier panel</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>904</td>
<td></td>
<td>Concrete in new approach sidewalk</td>
<td>m²</td>
<td>7.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>206, 314, 501</td>
<td></td>
<td>Granular A</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Item Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Rate ($)</td>
<td>Total ($)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------------------</td>
<td>------</td>
<td>----------</td>
<td>----------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Steel Beam Guiderail, OPSD 912.130, including terminal end</td>
<td>m</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Hydro-Vac Truck for approach guiderail Installation</td>
<td>hour</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Fabricate, supply and install new guiderail and channel protruding anchorage</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Fabricate, supply and install new connection plates to existing steel barrier post</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Contingency</td>
<td>LS</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total (excluding HST)

Legend: Qty = Estimated Quantity, SP= Special Provision, (P) = Provisional Item, LS = Lump Sum, m = linear metre, m² = square metres, m³ = cubic metres, t = Tonne, Kg = Kilogram, Hrs = Hours, ea = Each, PQP = Plan Quantity Payment.

Addendum No(s). ______ to ______ was/were received.

NOTES:
All quantities are approximate and subject to increase or decrease at the discretion of the County. Unit prices given shall be used for computing payment. HST will be paid as a separate amount. (P) denotes Provisional; therefore, the proponent agrees that they are not entitled to payment should these items be removed from the contract by the Owner.

Any questions pertaining to this Tender should be directed to:

Karen McDonell  
Purchasing Coordinator  
Office (613) 932-1515 Ext. 209  
kmcdonell@sdgcounties.ca
STANDARD TENDER REQUIREMENTS

Period of Validity of Tender:
Unless otherwise specified in these tender documents, it is agreed that this tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the bidder, although such notice will, of course, be given as expeditiously as possible.

Schedule:

It is anticipated that the official Notice of Award will be on or before, the week of September 16, 2019. The Contractor shall complete all work under this contract no later than Friday, November 15, 2019.

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

Delays:
If the Contractor is delayed in the completion of the work:

i) by reason of changes or alterations made under Section GC3.10 of the General Conditions of Contract
ii) by reason of any breach of contract or prevention by the Corporation, or other Contractor of the Corporation or any employee of any of them;
iii) by reason of delay by the Corporation in issuing instructions or information or in delivering materials;
iv) by any other act or neglect of the Corporation or any other Contractor of the Corporation or any employee of any of them;
v) for any cause beyond the reasonable control of the Contractor;
vi) by acts of God, or of the Public Enemy, Acts of the Province or any other Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Subcontractors due to such causes,

The time of completion shall be extended, in writing, at any time on such terms and for such period as shall be determined by the Corporation. Notwithstanding such extensions, time shall
continue to be deemed of the essence of this contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Corporation, in writing, on the form prescribed at least fourteen calendar days prior to the date of completion fixed by the Contract. All bank drafts or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under this Contract and all of such rights shall continue in full force and effect after the time limited in this contract for the completion of the work.

In this Contract, whenever power and authority are given to the Corporation or the Engineer or any person to take any action consequent upon the act, default, breach, 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 not only in the event of the happening of such contingencies before the time limit 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 case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Corporation.

**Liquidated Damages:**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified aforementioned damage will be sustained by the Corporation, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Corporation the sum of **ONE THOUSAND DOLLARS ($1000.00)** for liquidated damages for each and every calendar day delay in finishing the work beyond the dates of completion prescribed. It is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.

The Corporation 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 Corporation.
Bid Deposit:
The bidder shall submit with his/her tender a bid deposit in the form of a certified cheque, bank draft or money order, made payable to the United Counties of Stormont, Dundas and Glengarry, valued at 10% of the total tendered price. This bid deposit of the successful bidder shall be retained for the duration of the contract. All other bid deposits will be returned as soon as a contract agreement has been executed or at the discretion of the Owner. Performance bonds shall not be accepted as bid deposits.

In the event of default or failure on the part of the Contractor to complete the contract to the satisfaction of the County, the Corporation shall be at liberty to accept the next lowest or any bidder, or call for new tenders, holding the Contractor and any surety provided liable for any increase in cost to the Corporation. In cases of repeated or persistent faulty work or performance on the part of the Contractor, and in cases where the Contractor becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the County may, by notice in writing, terminate the contract (or parts thereof) on such day as they may set in the notice.

Failure to perform any or all of the works outlined in this contract to the satisfaction of the Owner may result in forfeiture of the bid deposit.

Contract Agreement:
This tender is subject to a formal contract being prepared and executed.

Changes in Work:
The Owner, or Representative, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract price and the contract time being adjusted accordingly.

Fraud or Bribery:
Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, Officer or Servant of the Corporation, or to commit fraud against the County, the Corporation shall be at liberty to cancel the contract forthwith, or to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of the Forfeit clause.
QUALIFICATIONS

If additional space is required, the bidder shall copy this sheet for a second submission page or clearly provide data on a separate page, in the same format.

A) REFERENCES (must be for similar work):

<table>
<thead>
<tr>
<th>NAME OF MUNICIPALITY</th>
<th>NAME OF CONTACT</th>
<th>PHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B) SUBCONTRACTORS:

<table>
<thead>
<tr>
<th>SUBCONTRACTOR COMPANY NAME</th>
<th>TRADE/ SERVICE</th>
<th>CONTACT NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SAMPLE - TENDER ENVELOPE

All TENDER envelopes must be clearly identified as such so that they are not inadvertently opened by staff. Further, it is also essential that all bidders clearly identify the tender as Martintown Bridge Repair as well as the company submitting the bid.

Bidders are welcome to cut and paste the sample below on their submission envelope.

```
TENDER: Martintown Bridge Repair

TENDER 2019-18-707

COMPANY: _______________________________

United Counties SDG
Transportation and Planning Services
26 Pitt Street, Suite 308
Cornwall, ON - K6J 3P2
```
Section B: Information to Bidders

1. Sealed tenders will be received at 26 Pitt Street, Suite 308, Cornwall, ON., K6J 3P2 until 3:00:00 p.m., local time, on Thursday, September 12, 2019. Tenders shall be enclosed in an envelope clearly marked Martintown Bridge Repair and shall have the company name noted on the outside as well. (Sample envelope label provided).

   In the event of a mail strike or disruption of the mail services, it is the responsibility of the proponent to ensure that we receive the bid before the specified time and date of the Request for Tender closing.

   SDG cannot accept any responsibility for poor delivery service due to carrier problems or the mail situation and we will not accept the postmark as being before or after the Request for Tender closing deadline.

   All bids received after the time established herein for the Request for Tender closing will not be considered, regardless of the cause of delay in the receipt of such bid and shall be returned unopened, with a written explanation as to its rejection.

2. Sealed tender envelopes shall include the following:
   i. All addenda issued by the County shall be acknowledged on the Form of Tender below the Schedule of Unit Prices.
   ii. Completed and executed Form of Tender properly signed and witnessed.
   iii. A bid deposit as stipulated in Form of Tender.

   If any of the above information (items (i) through (iii)) is missing or deficient, the County reserves the right to request written clarification, or reject the tender in its entirety.

3. Tenders will be opened in public immediately following the 3:00:00 p.m. deadline.

4. As noted in the Form of Tender, each Tender must be accompanied by a certified cheque, bank draft or money order made payable to the United Counties of Stormont, Dundas and Glengarry for an amount of no less than 10% of the Total Tendered Price.

5. It shall be the Contractor’s responsibility to clarify any points in question with the Owner prior to submitting the Tender on this project.

6. All submitted entries must be made in type or ink.

7. The tender must be legible and all items must be bid. Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures, alterations or irregularities of any kind may be rejected as informal or void.
8. The bid must not be restricted by a statement added to the tender form or by a covering letter or by alterations to the tender form provided. Adjustments to a tender form already submitted will not be considered. A bidder desiring to adjust a Tender must withdraw the tender and/or supersede it with a later Tender submission.

9. The lowest, or any tender is not necessarily accepted.

10. Courier envelopes shall clearly stipulate the destination address, including the suite number. Courier services have advised that failure to clearly stipulate the destination within the County building, as to suite number, may result in delay of the package delivery or the package may be sent back. Courier envelopes will be opened by County staff; therefore, it is important to make sure that the submission is sealed in a ‘TENDER’ envelope within the courier envelope. Bids will not be accepted by FAX.

11. The bidder shall familiarize themselves with all aspects of the work including the Form of Tender, the Information to Bidders, the General Conditions and Special Provisions. The bidder shall visit the site of the work if they feel it is necessary and shall confirm all dimensions and conditions pertinent to the work, including verification of the type of material to ensure compatibility. The Contractor will be held to have examined the premises before submitting his tender for the work and satisfied himself as to the present structural and physical condition of such portion thereof as it is the intention to repair, remove, replace or restore; also, the conditions under which he will be obliged to operate or that will in any way affect the execution of the work of the contract. The Owner will accept no responsibility for the failure or negligence of a bidder in doing so.

12. The Contractor will be required to obtain and pay for any building permit required for the execution of the work and shall obtain and pay for all other permits required, give all legal notices and pay all legal fees required as incidental to the work generally.

13. The Corporation does not bind itself to accept the whole or any part of any tender, and in particular if only one tender is received, the Corporation of the United Counties of Stormont, Dundas and Glengarry reserves the right to reject it.

14. The Contractor shall supply all labour and materials, transportation, apparatus, tools, scaffolding, etc. for the entire proper and substantial completion of the work; and shall install, maintain and remove all equipment of construction and other tools and things, and be responsible for the safe, proper and lawful construction, maintenance and use of same; and shall construct in the best workmanlike manner a complete job, including everything properly incidental thereto, as stated in the specifications, reasonably implied thereby, evidently necessary or unusually provided in standard practice, all in accordance with the Contract Documents.

15. It is intended that the work so described is complete in that typographical errors or
omissions will not impact a partial or incomplete aspect to the Work. Any situation should be brought to the immediate attention of the Owner prior to the close of the Tender.

16. Within 14 calendar days of notification of award the successful bidder must provide the County with a certificate of insurance in compliance with insurance requirements stipulated below. All policy requirements shall not be cancelled, permitted to lapse or materially changed unless the insurer notifies the County in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change. In any event, the Contractor must maintain adequate insurance coverage as required by the County throughout the duration of the contract. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the County. A valid copy of the certificate of insurance shall be in the County’s possession at all times.

i. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than $5,000,000.00 per occurrence / $5,000,000.00 annual aggregate for any negligent acts or omissions by the Contractor relating to its obligations under this agreement. Such insurance shall include, but not be limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; Owners & Contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the United Counties of Stormont, Dundas and Glengarry, HP Engineering, Union Gas and Ontario Clean Water Agency as an Additional Insured subject to a waiver of subrogation in favor of the County with respect to the operations of the bidder.

This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the County. The successful bidder shall indemnify and hold the United Counties of Stormont, Dundas and Glengarry harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by an negligence or acts or omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

ii. Automobile liability insurance with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than $2,000,000.00 inclusive for each and every loss.

iii. The bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than $1,000,000.00 per incident / annual aggregate.
Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.

17. The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Act. The Contractor shall also be required to supply the County with a Certificate of Clearance issued by the Workplace Safety & Insurance Board. This certificate, along with the insurance certificate, must be received by the County with the signed contract agreement. Updated Clearance Certificates shall be provided as required.

18. Bidders shall be responsible to comply with the latest revision of the Ontario Health and Safety Act, including any amendments which come into force during the duration of this contract. All costs for services/ materials required to fulfill these obligations shall be assumed to be included in the contract price quoted. The Contractor must certify that they have an appropriate Health and Safety Policy in place and that they are in full compliance with the requirements of Ontario Regulation 297/13 under the Occupational Health and Safety Act.

19. The regulations of the Highway Traffic Act shall apply.

20. The Contractor shall be responsible for and shall pay any dues and assessments payable under the Workplace Safety & Insurance Act, the Unemployment Insurance Act or any other Act, whether Provincial or Dominion in respect to all employees or operators. The Contractor shall, upon request, furnish the Corporation with satisfactory evidence that he has complied with the provisions of any such Act.

21. A pre-construction meeting may be called by the Owner. The Contractor cost for such shall be considered to be included in the unit prices bid.

22. The tender submission shall be considered written confirmation of compliance with the Occupational Health and Safety Act regulations which includes W.H.M.I.S. training. The successful bidder must be able to produce written confirmation of training of any and all personnel that may perform work under this contract. When proof is requested by a County representative and it is not available the personnel in question may be instructed to leave the site immediately.

23. The Contractor shall also provide the County with Material Safety Data Sheets (M.S.D.S.) for all materials being supplied under this contract. These sheets shall be submitted with the signed contract agreement.

24. The Contractor shall be known as the Operator with regard to C.V.O.R. (Commercial Vehicle Operator Registration) legislation as defined in the Highway Traffic Act.
25. Payment for work done or materials supplied shall not become due until the Contractor has filed, with the Corporation, satisfactory proof that all accounts for labour and material furnished to the project by third parties have been paid. If any lien remains unsatisfied after all payments have been made, the Contractor shall refund to the Corporation all monies that the latter may be compelled to pay in discharging such a lien, including all costs incidental thereto.

26. The Corporation shall have the right to retain, out of any monies payable by the Corporation to the Contractor under this Contract, the total amount outstanding from time to time of all damage claims by third parties arising out of this contract which have not been settled by the Contractor or his insurers. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from him or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

27. No tender will be considered from any bidder who is not known to be skilled and regularly engaged in work of a character similar to that covered by Drawings and Specifications. In order to aid the Owner in determining the responsibility of any bidder, the bidder shall, within forty-eight (48) hours after being requested in writing by the Owner to do so, furnish evidence satisfactory to the County as to the bidder’s experience and familiarity with work of character specified and his financial ability to execute properly the proposed work to completion within specified time.

28. References must be provided as stipulated within the Form of Tender. It is understood that the Owner may contact any or all references; particularly prior to recommendation of award (normally within 3 days after tender closing). Failure to provide said references may result in disqualification.

29. The whole or any part of the contract arising from this tender may not be assigned or subcontracted without the specific written consent of the County, and, if provided, such subcontract shall incorporate all of the terms, conditions and liabilities that can reasonably be applied to the prime contract. A list of any and all intended Subcontractors must be included with the tender submission as noted in the Form of tender. Changes or additions to the original information provided must receive approval of the County. References may be requested for Subcontractors prior to said approval.

30. Subcontractors must have the same coverage (insurance, W.S.I.B., W.H.M.I.S., etc.) as the Contractor. It shall be the Contractor’s responsibility to provide this same documentation to the County within the 14 calendar day period after contract award or, in the case of changes, at least 48 hours prior to the Subcontractor coming on the jobsite.

31. The SDG Health and Safety Policy and Procedures Manual contains the following: “CONTRACTORS AND SUBCONTRACTORS”. This classification is external to the County
organization and includes all those individuals or organizations working on a contract for the County. The health and safety responsibilities attached to the classification include the following:

i. Demonstrate the establishment and maintenance of a health and safety program, with objectives and standards consistent with applicable legislation and this corporation’s health and safety policy requirements.

ii. Include health and safety provisions in their management system to reach and maintain a consistently high level of health and safety.

iii. Ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.

iv. All accidents/incidents and near misses are to be reported to the supervisor of the contract immediately or as soon as possible.

32. It is fully understood that the Contract Administrator (also referred to as “Owner” or “Corporation” elsewhere in this tender document) is the United Counties of SDG or its representatives.

33. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE, Disabilities Act.

It is the Proponent’s responsibility to ensure that they and all sub-contractors hired under this contract are in full compliance with Section 7 of Ontario Regulation 191/11, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

34. TREATMENT OF INFORMATION

The information submitted in response to this request will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The information collected will be used solely for the purposes stated in this request.

If the Bidder believes that any part of its bid reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relation information or any other similar secret right of information belonging to the Bidder, the information must be clearly marked as being confidential.

This does not apply to the lump sum pricing information that will be read out at the public opening. Unit prices as defined under the MFIPPA will not be provided at the public opening.

Any requests for access to submissions will be subject to a formal review based on MFIPPA requirements prior to the release of any third party information.
35. Questions pertaining to this contract should be addressed to:

Karen McDonell, Purchasing Coordinator  -  1-613-932-1515; Ext. 209

kmcdonnell@sdgcounties.ca
Section C: General Conditions

General:
The November 2006 Ontario Provincial Standards (OPS) for Roads and Public Works Municipal Oriented General Conditions of contract (OPSS Muni100) shall apply to this contract for its duration with the following additions / amendments noted below. The submission of a tender by the Contractor signifies that they have reviewed the appropriate OPS General Conditions. The general conditions are available online at

http://www.raqs.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage

A copy of the OPSS General Conditions will be provided to contractors on request.

Wherever the word “County”, “Counties” or “Corporation” or “Owner” appears in this Contract, it shall be interpreted as meaning the “Corporation of the United Counties of Stormont, Dundas and Glengarry”.

Wherever the word “Engineer” or “Owner” appears in this Contract, it shall be interpreted to mean the County Engineer or any other authority designated by the County.

Supplementary Definitions
“Access Road” – means a private road built or used by the Contractor to gain access to the work or to a source of material but excluding any haul road and the road under contract.

“Culvert” - means a structure which is designated as a culvert in the Contract documents and which is designed to provide an opening under a roadway, railway or side entrance for the passage of surface water, livestock or pedestrians.

“Earth Grade” - means the earth surface, whether in cut or fill, as prepared for the base or sub-base.

“Grade Line” - means the line representing the established elevation of the completed work in profile or longitudinal section taken along a reference line established for the control of the work.

“Grade Point or Transition Point” – means the point where the grade line passes from cut to fill.

“Haul Road” – means any public road excluding the road under contract, which forms part of a materials haul route.

“Minister” – means the Minister of Transportation, and where the word appears M.T.O. Specifications which are included in this contract shall mean the Engineer as defined elsewhere.
“Ministry” – means the Ministry of Transportation and where the word appears in M.T.O. Specifications which are included in this contract shall mean the Corporation as defined elsewhere.

“Road Allowance” or “Highway” – means the land acquired at any time for the use of the public as a common highway.

“Roadbed” – means the portion of the work which is designed to support the wearing surface and the shoulders of the roadway.

“Rock Grade” – means the rock surface, whether in cut or fill, as prepared for the base or subbase.

“Sewer” – means a conduit which has been designed as a sewer to carry storm waste, sanitary waste or both, and which is designated as a sewer in the contract documents.

“Tonne” – equals 1000kg. Or two thousand, two hundred and four pounds Imperial measure.

Amendment to Reliance on Contract Documents (GC2.01.01)
It is the Contractor’s responsibility to locate (horizontal and vertical) all underground utilities. Mainline underground utilities shown on the contract drawings are for information only and shall not be interpreted to any tolerance. The cost to locate/ support/ work around any underground utilities will be the responsibility of the contractor.

Supplemental Requirements for Claims, Negotiations and Mediation (GC3.13)
The successful bidder shall, after the award of contract and before the start of work, submit a schedule of hourly labour rates, showing payroll burden rates separately for the evaluation of extra claims.

Supplemental Requirements within Contractor’s Responsibilities (GC7.0)

1) 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 Owner. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act, R.S.O. 1990. This reporting shall not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

2) Maintenance of traffic shall be provided by the Contractor in accordance with Section GC7.06 of Ontario Provincial Standards, “General Conditions of Contract”. Signing and traffic control shall be constructed in accordance with the “Ontario Traffic Manual, Book 7 - Temporary Conditions” published by the Ministry of Transportation of Ontario. Signing shall be erected prior to the commencement of each item and if the signs do not
meet Ministry standards they will be placed by the County. All charges associated with additional signing will be borne by the Contractor.

If during construction, proper traffic control is not provided upon 24 hours of written notice of an infraction, the County will supply the required flagger(s) and will deduct from the Contractor’s payment $350.00 per flag person per day and the required signing at $50.00 per sign per day.

**Supplemental Requirements for Protection of Work, Persons and Property (GC7.04)**

Where haul roads are damaged due directly, to the hauling operations, the Contractor shall place such material and perform such work on the haul road as required to provide safe passage and control of traffic thereon: and shall, on completion of the hauling operations, place such material and perform such work necessary to restore the haul roads to their original condition.

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere, or by public traffic where it is the contractor’s responsibility to maintain a roadway through the work. The cost of all preventative measures shall be borne by the Contractor.

**Amendment to Payment for Equipment (GC8.02.04.06.01)**

The Owner shall pay the Contractor for the Working Time of all equipment other than Rented Equipment and Operated Rented Equipment when used on a time and material basis at the 127 rates with a cost adjustment of 80% of the 127 rates.

**Supervision & Inspection**

The Contractor will provide a competent, experienced Supervisor/Inspector who must be present for the entire duration of the work. Should the Contractor’s Supervisor leave the work site without prior notification to the County representative, a cease order may be issued until his return.

No work may be done in the absence of the County appointed Inspector unless specifically authorized by the Owner. Any work done in the absence of the Inspector shall be subject to thorough and critical examination and must, if deemed to be unacceptable, be re-done at the Contractor’s sole expense, but no approval by the Inspector shall be taken as, or construed into an acceptance of defective or improper work or material, which must, in every case, be removed and properly replaced whenever discovered at any stage of the work. Orders given by the Owner relating to the quality of material and workmanship must be obeyed by the Contractor immediately.

The Contractor shall obey the directions/instructions issued by the named Owner representative. Failure to do so may also result in a cease order until such time as all issues have been addressed to the Owner’s satisfaction.
Section D: Standard Specifications and Standard Drawings

Section D1 – Standard Drawings

1.1 The Contractor acknowledges that certain standard detail drawings, which are provisions of this Contract, have not been reproduced for inclusion in the Contract Documents. These standard drawings are listed in Subsection 1.3. Some of the standard detail drawings may be shown on the Contract Drawings.

1.2 The Contractor acknowledges that the standard drawings referred to in Subsections 1.1 and 1.3 are the Ontario Provincial Standard Drawings (OPSD) as produced and amended by the government of the Province of Ontario.

1.3 The Ontario Provincial Standard Drawings (OPSD) which are provisions of this Contract are:

<table>
<thead>
<tr>
<th>OPSD</th>
<th>Rev No</th>
</tr>
</thead>
<tbody>
<tr>
<td>310.010</td>
<td>2</td>
</tr>
<tr>
<td>912.130</td>
<td>3</td>
</tr>
<tr>
<td>912.101</td>
<td>2</td>
</tr>
</tbody>
</table>

Section D2 – Standard Specifications

2.1 The Contractor acknowledges that certain standard specifications, which are provisions of this Contract, have not been reproduced for inclusion in the Contract Documents. These standard specifications are listed in Subsection 2.3 and in the Schedule of Prices.

2.2 The Contractor acknowledges that the standard specifications referred to in Subsections 2.1 and 2.3 are the Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario. Municipal Oriented Specifications shall govern.

2.3 The Ontario Provincial Standard Specifications (OPSS) which are provisions of this Contract are (Note: Reference to Material Specifications not listed below):
<table>
<thead>
<tr>
<th>OPSS</th>
<th>Rev. Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>182.MUNI</td>
<td>NOV 2012</td>
<td>Environmental Protection for Construction in Water bodies and on Water body Banks</td>
</tr>
<tr>
<td>206.MUNI</td>
<td>NOV 2013</td>
<td>Grading</td>
</tr>
<tr>
<td>310.MUNI</td>
<td>NOV 2017</td>
<td>Hot Mix Asphalt</td>
</tr>
<tr>
<td>314.MUNI</td>
<td>NOV 2016</td>
<td>Construction Specification for Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling</td>
</tr>
<tr>
<td>491.MUNI</td>
<td>NOV 2017</td>
<td>Construction Specification For Preservation, Protection, and Reconstruction of Existing Facilities</td>
</tr>
<tr>
<td>501.MUNI</td>
<td>NOV 2017</td>
<td>Compacting</td>
</tr>
<tr>
<td>510.MUNI</td>
<td>NOV 2018</td>
<td>Removal</td>
</tr>
<tr>
<td>511.MUNI</td>
<td>NOV 2018</td>
<td>Construction Specification for Rip-Rap, Rock Protection and Granular Sheetling</td>
</tr>
<tr>
<td>706.MUNI</td>
<td>APR 2018</td>
<td>Construction Specification for Traffic Control Signing</td>
</tr>
<tr>
<td>721.MUNI</td>
<td>NOV 2018</td>
<td>Steel Beam Guide Rail and Cable Guide Rail</td>
</tr>
<tr>
<td>732.MUNI</td>
<td>APR 2017</td>
<td>Guide Rail End Treatment – Steel Beam Energy Attenuating Terminal Systems</td>
</tr>
<tr>
<td>802</td>
<td>NOV 2010</td>
<td>Topsoil</td>
</tr>
<tr>
<td>804.MUNI</td>
<td>NOV 2014</td>
<td>Specification of Seed and Cover</td>
</tr>
<tr>
<td>805.MUNI</td>
<td>NOV 2018</td>
<td>Temporary Erosion and Sediment Control Measures</td>
</tr>
</tbody>
</table>
Section E: Special Provisions

OPERATIONAL CONSTRAINT – Road Closure Limitations

During the work, 2 - 3.5m lanes must be open at all times. All pedestrian traffic on the North sidewalk is to be re-routed.

OPERATIONAL CONSTRAINT - Working Around Existing Utilities

The locations of all utilities shown are approximate only. Prior to proceeding with the work, the exact locations / depth of all utilities affected by the work shall be determined by the Contractor. The Contractor shall be responsible for locating the utilities and for providing protection to existing utilities during all construction operations. The locations of existing utilities within the project limits shall be determined by contacting the concerned utility companies.

OPERATIONAL CONSTRAINT – Control of Emissions

This operational constraint describes the requirements for the control of emissions including but not limited to; dust, abrasive blast medium and other debris generated from work on structures involving abrasive blast cleaning of concrete, structural steel and reinforcing steel, and the cutting and grinding of concrete.

The Contractor shall give the Contract Administrator written notice 3 working days prior to the start of abrasive blast cleaning of concrete, reinforcing steel and structural steel, and of the cutting and grinding of concrete. The Contractor shall submit with the written notice a proposal describing the procedures/plans to control the emissions of dust, abrasive blast medium and other debris from these operations.

The Contractor shall take whatever measures necessary to ensure that dust, abrasive blast medium, and other debris from work on structures involving abrasive blast cleaning of concrete, reinforcing steel and structural steel, and the cutting and grinding of concrete, do not enter any surface waters; or escape beyond the right-of-way.

The measures may include:

(a) termination of operations during periods of high wind;
(b) the use of low dust generating technologies such as vacuum abrasive blasting;
(c) vacuuming of surfaces to remove dust and debris; and
(d) the use of temporary barrier walls or enclosures.
Excess materials shall be managed as specified in the Contract Documents.

Payment for the control of emissions during work on structures involving abrasive blast cleaning of concrete, reinforcing steel and structural steel, and the cutting and grinding of concrete, shall be deemed to be included in the tender items requiring such control.

NOTICE TO CONTRACTOR – REFERENCE PLANS AND REPORTS – for information purposes only

The Contractor is hereby notified that the following plans and reports are available for viewing during the tender period:

- 2017 OSIM Report
- Original Drawings Contract No. 18-707 dated June 1985

Documents may be viewed from 0830 hrs to 1630 hrs, Monday to Friday, at the offices of the United Counties of Stormont Dundas & Glengarry, Roads Department, 26 Pitt St., Suite 223, Cornwall, Ontario, Telephone Number – 613-932-1515 x 208. It is requested that the County Office be contacted a minimum of 3 hours prior to viewing the documents.

SURPLUS MATERIAL

All surplus material generated (concrete, asphalt, steel, granular, etc.) from construction activities shall be disposed of off-site at the Contractor’s expense. All costs associated with off-site removal and disposal shall be deemed to be included in the applicable tender items.
SP1 - SITEWORK

Payment at the Contract Lump Sum Price for the Item “Sitework” shall be full compensation for all labour, materials and equipment required to complete the following work:

- Mobilization and demobilization of equipment, material and Contractor’s forces;
- Provisions for insurance;
- Site preparation for work;
- Site security;
- Obtain all necessary approvals and permits as applicable.
- Provision for all environmental protection measures including but not limited to installation of silt curtain around the work area.
- Preparation of construction lay down area in location acceptable to Owner;
- All necessary provisions required to positively locate, protect, relocation, and reinstallation of existing utilities within the limits of construction throughout the construction period including any materials required.
- Installation and removal of temporary barricades, hoarding and other protection required, unless specified elsewhere in the Contract;
- Layout of Work;
- Supplying and maintenance of adequate sanitary facilities;
- Submission of shop drawings, product submissions etc;
- Obtaining access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to Contract Administrator.
- Maintaining and reinstatement of existing road signs, mailboxes, etc;
- Advertising of Substantial Completion in the Daily Commercial News;
- Reinstatement of the construction site and the contractor’s laydown area to their original conditions or better which includes topsoil, seed and mulch over all disturbed areas.
- Localized vegetation and tree removal and reinstatement required for execution of the work;
- All incidental work not specifically mentioned in the Contract Documents but required by virtue of the work;
- All work associated with environmental protection or species at risk mitigation measures except as specifically mentioned for other Items of work;
- Quality Control testing and reporting; and
- Submission of required reports, releases, and documentation for the release of holdback.

All work is to be carried within right of way without encroachment onto private properties, unless specified otherwise. Advise Contract Administrator where construction of work is to interfere with private property and seek direction prior to the work being undertaken.

The Contractor shall submit a Work Schedule to the Contract Administrator at the Pre-Construction Meeting and provide an updated schedule as directed by the Contract Administrator.
The Contractor is advised that no additional payment will be made for repeated mobilization and demobilization for any of the construction activities covered by this Contract, interrupted by weather, or by any other construction activity within this Contract.

30% initial
55% prorated
15% upon removal/completion

BASIS OF PAYMENT

Payment for this Item shall be full compensation for all labour, materials and equipment required to carry out the work. A 30% portion shall be paid in first progress payment. Remainder will be prorated over the scheduled duration of the Contract per the approved schedule.

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work, unless Contract Administrator requested such change.

SP2 – STONE VENEER

The stone veneer will be supplied to the contractor by the United Counties within 48 hours’ notice upon request. Veneer not used in the repair will be left neatly on site for disposal by the United Counties.

SP3 – CONTINGENCY

The Contractor is hereby notified that this is a provisional item. Payment under this item shall be for work additional to the Contract, as directed by the Contract Administrator. If the contingency is not required, no payment shall be made for this item. The Contractor shall not be entitled to any compensation for the deletion of this item.
UNITED COUNTIES OF STORMONT DUNDAS AND GLENGARRY

MARTINTOWN BRIDGE REPAIR
CONTRACT #: 2019-18-707

LIST OF DRAWINGS
- COVER SHEET
- GENERAL ARRANGEMENT
- REMOVALS
- RECONSTRUCTION
- HANDRAIL PANELS AND POSTS
- EMBEDDED GUIDERAL ANCHORAGE DETAILS