



Schedule 'A'

**TENDER NO. ES-2019-18
Catch Basin Insert Technology**

**DUE:
2:00 PM (Local Time)
September 4th, 2019**

Deliver To:
(and have delivery acknowledged)
**Grant Machan
Director of Environmental Services
80 Gore Street East
Perth, ON
K7H 1H9**

**2019 Capital Works Program
Catch Basin Insert Technology
CONTRACT No. ES-2019-18**

Name of Firm or Individual

Mailing Address

Telephone / Fax Number

Email Address

Name/Position of Person Signing for Firm

Town of Perth
Environmental Services Department
80 Gore Street East
Perth, Ontario
K7H 1H9

Attention: Mr. Grant Machan, C.E.T
Director Environmental Services
Telephone: (613)267-3311
Fax (613)267-5635

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INSTRUCTIONS TO TENDERERS**ARTICLE 1. INVITATION TO TENDER**

The Town of Perth is requesting Tenders from qualified respondents for the capital program “Catch Basin Insert Technology” at the office of the Director of Environmental Services up to 2:00 pm local time, September 4th, 2019. Bids Received after the closing time will not be considered. Tender’s will be opened in public at the Environmental Services office immediately following closing.

In order to place a bid each contractor must register themselves via email with the contact for this project.

The contact for this project will be Robert MacDonald, Superintendent of surface operations.

Email: roads@perth.ca

Phone: 613-267-3311 ext. 2265

Questions will be issued in writing to Robert MacDonald, Superintendent of surface operations.

Questions will be accepted until: August 29th, 2019 @ 4pm.

Addendums issued: August 30th, 2019 @ 12pm.

ARTICLE 2. SCOPE OF WORK

The bidder is referred to Special Provisions General – Item 1.0 for a description of the work required.

ARTICLE 3. PAYMENT FOR CONTRACT DOCUMENTS

This item removed in its entirety

ARTICLE 4. EXAMINE

The Tenderer must carefully examine the Contract documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should he be in doubt as to their meaning, he should at once notify the Director, Environmental Services. The Bidder may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

The Tenderer's attention is drawn to the Special Provisions of the documents which contain any changes or additions to the General Conditions. The Tenderer's attention is also drawn to any addenda which may be issued prior to the time of Tender closure.

No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the Owner, or the Director, Environmental Services shall affect or modify any of the terms or obligations herein stated, nor deemed to be any representation or warranty.

ARTICLE 5. FORM AND SUBMISSION

(a) Sealed Tenders on the forms provided will be received by the Director, Environmental Services up to 2:00 pm local time, September 4th, 2019 at the Perth Town Hall, 80 Gore Street East, Perth, Ontario for this Contract.

(b) Tenders must be submitted in sealed envelopes clearly marked with the Contract

TENDER AMOUNT	MINIMUM DEPOSIT REQUIRED
Less than \$20,000	\$1,000
\$20,000.01 to \$50,000	\$2,000
\$50,000.01 to \$100,000	\$5,000
\$100,000.01 to \$250,000	\$10,000
\$250,000.01 to \$500,000	\$25,000
\$500,000.01 to \$1,000,000	\$50,000
\$1,000,000.01 to \$2,000,000	\$100,000
\$2,000,000.01 and over	\$200,000

number and Bidder's name and address marked on the outside.

(c) The Tender must be accompanied by a deposit, enclosed in the same envelope as the Tender. The deposit shall be a bid bond, certified cheque, bank draft or money order, made payable to the Corporation of the Town of Perth, equal to or greater than the amount shown in the following Table.

(d) The Tender Form must be signed and witnessed in the space provided on the form, with the signature of the Bidder or of a representative official of the organization bidding. If a joint bid is submitted, it must be signed and witnessed on behalf of each of the Bidders, and if the signing is vested in one individual, he shall sign separately on behalf of each Bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.

(e) The Tender must be legible, written in ink or typewriter and ALL ITEMS MUST BE BID, where stipulated, with the unit price for every item and other entries clearly shown.

(f) The Bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Town.

(g) Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the organization bidding.

(h) Adjustments by telegram, fax, or letter to a Tender already submitted will not be considered. A Bidder desiring to make adjustments to a Tender must withdraw the Tender and/or replace it with another Tender before the time listed as the formal closing in paragraph (1).

(i) Unacceptable Tenders – Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Town of Perth will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then it will be rejected by the municipality.

(j) Right to Accept or Reject Tenders – The Town of Perth reserves the right to reject any or all Tenders or to accept any Tender should it be deemed to be in the best interest to do so. The tenderer acknowledges and agrees that the Town of Perth will not be responsible for any costs, expenses, losses, damages or liability incurred by the Tenderer as a result or arising out of submitting a Tender for the proposed contract or due to the municipality's acceptance or rejection of their Tender. Tenders which are incomplete, conditional or obscure, or which contain additions not called for, alterations, or irregularities of any kind, may be rejected as informal.

(k) The lowest or any Tender may not necessarily be accepted.

(l) Tied Tenders - In the event that the evaluation of the Tender submissions determines that two submissions are exactly the same amount (to the penny) then the Town of Perth shall have sole right to select the successful Tender. The municipality may at its sole option, choose to conduct a coin toss in the presence of the two bidders to select the successful Tender. The Corporation shall determine the manner to conduct the coin toss including any rules or procedures that are to be applied.

ARTICLE 6. ABILITY AND EXPERIENCE OF BIDDER

The Town of Perth reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, equipment, and experience to successfully prosecute and complete the work in the specified time. In order to aid the Town of Perth in determining the experience of the of any bidder, the Bidder shall, within three (3) working days after being requested by the municipality, furnish satisfactory evidence to the Corporation as to the Bidders experience and familiarity with work of character specified and financial ability to execute the proposed work properly within the specified time. Failure by the successful bidder to meet any of the forgoing requirements will entitle the municipality to cancel the award of the contract and to retain the Tender deposit as compensation for damages sustained due to the successful bidder's default. The Corporation may then award the contract to one of the other bidders or take such other action as it chooses.

ARTICLE 7. TENDER PRICE

The price shall be filled in by the Tenderer where indicated in the Tender Form. The prices Tendered shall include the supply of all materials except those specified to be supplied by others, all supervision, labour and equipment, and a provision for overhead and profit, and shall represent the entire cost to the Owner for the completed works as specified and shown on the drawings.

Unit prices shall be filled in where indicated in the Tender Form regardless of whether a quantity is shown. The unit prices shall be extended in accordance with the quantities shown and the extensions shall be inserted in the space provided. The Total Tender must be an accurate extension of the unit and lump sum prices submitted and the quantities shown. In the event of a discrepancy between the unit prices and extended totals, the unit prices will govern and the Director, Environmental Services will correct the extended totals accordingly.

All Tender prices shall be valid for sixty (60) days.

ARTICLE 8. QUANTITIES

The quantities inserted against the various items in the Schedule of Quantities and Prices of the Tender Form have been stated for the purpose of comparing Tenders on a uniform basis, but it must be distinctly understood that any quantities shown in the said Schedule are approximate only and that neither the Owner nor the Director of Environmental Services expressly or by implication represent that the actual quantities will correspond therewith. Should substantial variations in the Tender quantities occur following construction, then the provisions of OPS General Condition G.C. 8.01 shall apply.

ARTICLE 9. SCHEDULE OF FORCE ACCOUNT RATES

The Tenderer must indicate, in the Schedule of Force Account Rates of the Tender Form, all personnel and equipment hourly rates likely to be used on the project. These rates will form the basis for payment for force account work (time and materials) carried out under this contract. Failure to adequately complete the schedule may result in the Tender being considered incomplete.

ARTICLE 10. LIST OF SUBCONTRACTORS

The Tenderer must indicate, in the List of Subcontractors in the Tender Form, the names of all subcontractors he proposes to employ on the work.

Subcontractors shall not be changed, or additional subcontractors employed without the written authorization of the Director of Environmental Services. Failure to submit a complete list may result in the Tender being considered incomplete.

ARTICLE 11. TENDER SIGNING

The Tender must be executed under seal by the Tenderer.

If the Tenderer is an individual or a partnership, the Tender shall be executed by the individual or a partner in the presence of a witness and the signer must show the capacity in which he signs, e.g., "Partner" or "Proprietor".

If the Tenderer is a corporation, the Tender shall be executed under the seal of the company, affixed in the presence of the authorized officers or directors.

If the Tenderer is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.

ARTICLE 12. TENDER WITHDRAWAL

A Tenderer may, without prejudice to himself, withdraw his Tender on written request received any time prior to the time set for the closing of Tenders.

ARTICLE 13. AWARD

The Owner will, following receipt of an acceptable Tender, issue in writing a Notice of Award to the successful Tender. This notice will be given as soon as possible following the closing of Tenders and, unless otherwise agreed to by the Tenderer, not later than sixty (60) days following the closing of Tenders.

ARTICLE 14. RELEASE OF TENDER DEPOSIT

The Tender deposit of all Tenderers except the lowest and second lowest Tenderers will be returned without interest, within ten (10) days of the Tender opening. The Tender deposit of the second lowest Tenderer will be returned when the successful Tenderer has returned the executed Agreement and other applicable documents to the Owner.

The successful Tenderer will have his Tender deposit returned after he has returned the executed Agreement and other applicable documents. The Tender deposit cheque or security shall be forfeited if the successful Tenderer fails to return to the Owner, within ten days of receipt of the acceptance of Tender, the executed Agreement and other required documents.

ARTICLE 15 SCHEDULE OF COMPLETION

It is a requirement of this contract that all aspects of the contract "Catch Basin Insert Technology, ES-2019-18" be completed according to the following schedules:

- to be completed by December 31st, 2019

All schedules are based on the assumption that a Notice of Award will be issued by September 3rd, 2019

ARTICLE 16. PERFORMANCE BOND

Bidders must have the "Agreement to Bond" Form of this Contract or an acceptable alternative Agreement to Bond Form completed by their Bonding Companies and the same must be submitted with their Tender in order to validate their bids.

A Performance Bond for 100% of the Tender, issued by an approved Guarantee Company must be furnished by the Contractor when the Contract is signed.

ARTICLE 17. WARRANTY

The Contractor shall provide a written guarantee stating that any defect or deficiency in the works which appears within a 12-month period following issuance of a Notice of Substantial Completion shall be promptly rectified and at no cost to the Town of Perth

PERFORMANCE BOND

Bond No. _____

Amount: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ hereinafter called the "Principal" and _____ hereinafter called the "Surety", are jointly and severally held and firmly bound unto _____ hereinafter called the "Oblige", each in the sum of _____ Dollars (\$ _____) of lawful money of Canada, to be paid to the said Oblige or his successors or assigns, for which payment well and truly made, we jointly and severally bind ourselves, our and each of our respective heirs, executives, administrators and successors, and every of them forever, firmly by these Presents.

SEALED with our several and respective seals.

DATED this _____ day of _____ in the year of our Lord Two Thousand and _____.

WHEREAS by a certain written Agreement dated this _____ day of _____ in the year of _____, the Principal has contracted and agreed with the said Oblige to in the said Agreement and in the Tender, General Conditions, Plans, Profiles and Specifications annexed to or forming part of the said Agreement, more particularly mentioned and described, all of which are herein called the Contract at the price upon the terms and conditions as in the Contract more fully set forth, and having been required to furnish good and sufficient security for the due and proper fulfilment of the Contract, the Surety has consented to become such security, and to execute these Presents.

SCHEDULE A - TENDER FORM

TO: Mayor and Council of the Corporation of the Town of Perth

This Tender is Submitted By:

Firm Name

Address

Telephone Number

Fax Number

I _____ (Name)

of _____ (Firm)

1. **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.
2. **I Further Declare** that this Tender is made without any connections, 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.
3. **I Further declare** that several matters stated in the said Tender are in all respects true.
4. **I Further Declare** that I have carefully examined the Contract Documents and the locality of the proposed work, and having full knowledge of the work required and of the materials, to be furnished and used, hereby agree to provide all necessary materials, supervision, labour, and equipment and perform and complete all work and fulfill everything as set forth and in strict accordance with the Contract Documents and Addenda numbered * for the prices stated in the Tender Form Schedule of Quantities and Price

Initials: _____

6. **I furthermore agree:**

- (a) That the Owner is in no way obligated to accept this Tender.
- (b) That should the Tender Form be improperly completed or be incomplete, the Owner shall have the right to disqualify and/or reject this Tender.
- (c) That this Tender is irrevocable for sixty (60) days after the closing date for receipt of Tenders and that the Owner may at any time within such period accept this Tender whether any other Tender has previously been awarded or not and whether notice of award of another Tender has been given or not.
- (d) To execute the Contract Agreement and deposit with the Owner a Performance Bond on the form provided in the documents and for the amounts specified in Article 16 of the Instructions to Tenderer, within ten (10) days of the day of the Notice of Award of the Contract, such time limit being extended only on the written approval of the Owner.
- (e) To complete all work under the Contract by December 31st, 2019 subject to the requirements of Section 5 of the Special Provisions - General for extension of Contract time.
- (f) That should he fail to complete the work in the time specified above, he shall compensate the Owner in accordance with Part 5 of the Special Provisions - General.
- (g) To do all extra work not reasonably inferable from the specifications or drawings but called for in writing by the Director of Environmental Services and to accept as full compensation therefore payment in accordance with the provisions of the General Conditions.
- (h) The Owner reserves the right to waive informalities in or reject any or all Tenders, or accept the Tender deemed most favorable in the interest of the Owner.
- (i) That payment for the work done will be made on the basis of the quantities measured by the Director of Environmental Services and at the prices shown in the Tender Form which shall be compensation in full for the work done under the terms of the Contract.

Initials: _____

TOWN OF PERTH
2019 CAPITAL WORKS PROGRAM
Catch Basin Insert Technology
CONTRACT No. ES-2019-18

SECTION A – WILSON STREET

Note: H.S.T. will be paid in addition to the above Tendered price on applicable expenses.

Item No.	Spec No.	Description	Estimated Quantity	Unit	Unit Price Bid	Total Bid
1	SP 1	Mobilization/Demobilization	1	LS		
2	SP 2	Traffic Control	1	LS		
4		Supply and install	28	each		
TOTAL TENDERED PRICE					\$	
HST					\$	
GRAND TOTAL					\$	

TOWN OF PERTH
2019 CAPITAL WORKS PROGRAM
Catch Basin Insert Technology
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SECTION B – BECKWITH STREET

Note: H.S.T. will be paid in addition to the above Tendered price on applicable expenses.

Item No.	Spec No.	Description	Estimated Quantity	Unit	Unit Price Bid	Total Bid
1	SP 2	Traffic Control	1	LS		
2		Supply and install	139	each		
TOTAL TENDERED PRICE					\$	
HST					\$	
GRAND TOTAL					\$	

Initials: _____

TOWN OF PERTH
2019 CAPITAL WORKS PROGRAM
Catch Basin Insert Technology
CONTRACT No. ES-2019-18

SECTION C – SHERBROOKE STREET

Note: H.S.T. will be paid in addition to the above Tendered price on applicable expenses.

Item No.	Spec No.	Description	Estimated Quantity	Unit	Unit Price Bid	Total Bid
1	SP 2	Traffic Control	1	LS		
2		Supply and Install	30	m ²		
TOTAL TENDERED PRICE					\$	
HST					\$	
GRAND TOTAL					\$	

SECTION D – HARVEY STREET

Note: H.S.T. will be paid in addition to the above Tendered price on applicable expenses.

Item No.	Spec No.	Description	Estimated Quantity	Unit	Unit Price Bid	Total Bid
1	SP 2	Traffic Control	1	LS		
2		Supply and Install	50	m ²		
TOTAL TENDERED PRICE					\$	
HST					\$	
GRAND TOTAL					\$	

SP refers to Special Provisions

LS refers to Lump Sum

Note: Part or whole of this contract is contingent upon the budget approval of the Town of Perth.

All bids are subject to council approval and the various sections may be severed to correspond to budgetary constraints.

Initials: _____

TOWN OF PERTH
2019 CAPITAL WORKS PROGRAM
Catch Basin Insert Technology
CONTRACT No. ES-2019-18

VARIOUS SECTIONS

Note: H.S.T. will be paid in addition to the above Tendered price on applicable expenses.

SECTION A – WILSON STREET (Less hst)	\$
SECTION B – BECKWITH STREET (Less hst)	\$
SECTION C – SHERBROOKE STREET (Less hst)	\$
SECTION D – HARVEY STREET (Less hst)	\$
TOTAL TENDERED PRICE	\$
HST	\$
GRAND TOTAL	\$

SP refers to Special Provisions

LS refers to Lump Sum

Note: Part or whole of this contract is contingent upon the budget approval of the Town of Perth.

All bids are subject to council approval and the various sections may be severed to correspond to budgetary constraints.

Initials: _____

1. The size, model, and make of the equipment which we will place on the project and use during the course of the works is as follows:

EQUIPMENT TYPE	SIZE	MODEL / YEAR	MAKE

2.The average number of workers we will employ and maintain on the project is _____.

3.The name of the site superintendent that we propose to place on the project and his previous experience on this type of construction is as follows:

Initials: _____

***Note:** The superintendent quoted in Item 3 cannot be changed without the written authorization of the Director of Environmental Services.

LIST OF MANUFACTURERS AND SUPPLIERS

The following is a list of suppliers from whom we intend to purchase the various items of material indicated, together with the product brand name or the name of the manufacturer of each.

We will alter neither products nor suppliers from those listed below without the written authorization of the Director of Environmental Services.

ITEM	PRODUCT NAME OR MANUFACTURER	SUPPLIER

PROPOSED ALTERNATE MATERIALS

We propose using the following materials as alternates to those specified and shown on the drawings. Should any of these proposed alternates be accepted, we will adjust our Total Tender in accordance with the price variation shown below. These prices will represent the total cost difference to the Owner for supply and installation of the proposed alternate products in lieu of those specified.

ITEM	PRODUCT NAME OR MANUFACTURER	SUPPLIER	PRICE VARIATION

Initials: _____

SCHEDULE OF FORCE ACCOUNT RATES

The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the General Conditions.

PERSONNEL:

LIST BY OCCUPATION	HOURLY RATE	OVERTIME HOURLY RATE
Superintendent		
Foreman		
Labourer		
Equipment Operator		
Construction Surveyor / Grade Man		
Flag Person		
OTHER (List)		

EQUIPMENT: (COMPLETE WITH OPERATOR)

DESCRIPTION	MODEL AND SIZE	HOURLY RATE

Initials: _____

I/We hereby agree that the work specified in this Contract will be performed in strict accordance with the following provisions, plans, specifications and conditions:

A GENERAL CONDITIONS OF THIS CONTRACT

OPSS General Conditions (September 1999) (as modified under the Special Provisions General).

B SPECIAL PROVISIONS – GENERAL

Special Provisions – General
 Special Provisions – Item

C PLANS

- Phase 1 Design Report - Figure

D ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

OPSS	DATE
OPSS 706	

NOTE: It will be the Contractor's responsibility to obtain the current copies of the Ontario Provincial Standard Specifications and General Conditions listed above, which form part of the Contract.

Initials: _____

SIGNATURES

This Tender Form is executed at _____ of _____ in
the County of _____ this _____ day of _____
_____, 2019.

Signature of Authorized Person
Signing for Contract
(Company Seal)

Witness and Position Held

THIS IS THE ___th AND LAST PAGE OF THE TENDER FORM TO BE SUBMITTED AS YOUR
TENDER FOR CONTRACT No. **ES-2019-18**.

Initials: _____

CONTRACT AGREEMENT

THIS **AGREEMENT** made in triplicate this ____ day of _____ in the year
20_____.

Between: _____
of _____ in the Province of Ontario

THE CORPORATION OF THE TOWN OF PERTH

Hereinafter called the "Town"

THE PARTY OF THE FIRST PART

And

Hereinafter called the "Contractor"

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 as attached in Schedule A, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Director of Environmental Services, to do all the work as described hereafter, furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender hereafter, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

Description of the Works for Contract No. ES-2019-18

Supply and installation of Catch Basin Insert Technology into the four catchment areas as specified in the contract documents.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with the Agreement within the time stipulated in the Special Provisions entitled "Progress of the Work and Time for Completion".

The Contractor further agrees that any monies due to the Town 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 the Contractor for all the work done under the unit prices of 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 Town have hereto signed their names and set their seals on the day first above written.

Signature of Corporation
Witness and Position Held

Signature of Contractor and
Seal of Corporation

J. Fenik, Mayor

L. Walton, Clerk

Signature of designated Municipal Officer
And Corporate Seal

SPECIAL PROVISIONS – GENERAL**1.0 DESCRIPTION**

The work described within these documents includes the following:

The Supply and installation of Catch Basin Inserts that will minimize the amount of sediments which enter the Tay river from four (4) catchment areas. The end result will be a reduction of total suspended solids captured by the drainage system within four urbanized sewershed catchments. The four (4) catchments are separated by outfalls: the Wilson street outfall; the Beckwith street outfall; the Sherbrooke street outfall; and the Harvey street outfall.

2.0 CLARIFICATION

It will be the Contractor's responsibility to clarify with the Director of Environmental Services, any details in question not mentioned in this Contract or shown on the accompanying plans, before submitting his bid. Any such questions shall be answered by the issue of an addendum to all Tender holders, which shall form part of this contract document. The unit prices as Tendered shall include the supply of all labour, equipment and materials, except as otherwise noted, required to complete this contract to the satisfaction of the Director of Environmental Services.

3.0 DEFINITION OF OWNER

Wherever the words "Town" or "Corporation" appear in this contract, it may be interpreted as meaning the "Corporation of the Town of Perth".

Wherever the word "Contract Administrator" or "Director" appear in this contract, it shall be interpreted as meaning the "Director of Environmental Services", or his designate.

4.0 GENERAL CONDITIONS OF THE CONTRACT

Subject to the provisions of the *Construction Lien Act* and/or the *Construction Act*, the requirements of OPSS General Conditions (September 1999) shall apply to this contract.

5.0 PROGRESS AND TIME FOR COMPLETION**5.1.1 TIME**

Time shall be of the essence of this agreement.

5.1.2 PROGRESS OF THE WORK AND TIME FOR COMPLETION

It is a requirement of this contract that supply and installation be completed according to the following schedule:

- Supply and installation of catch basin inserts and associated works, to be completed by December 31st, 2019

All schedules are based on the assumption that a Notice of Award will be issued no later than September 3rd, 2019.

If this completion date is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the limit specified. No additional compensation will therefore be allowed.

The Contractor shall prepare a work schedule and supply the required labour and equipment to complete the contract substantially on or before the dates outlined above.

5.1.3 TIME EXTENSIONS

If the Contractor is delayed in completion of the work,

- a) by reason of changes or alterations made under section GC 3.11 of the General Conditions;
- b) by reason or any breach of contract or prevention by the Corporation of other Contractor's of the Corporation to carry out work;
- c) by reason of delay by the Corporation in issuing instructions or information in delivering materials;
- d) by any other act of neglect of the Corporation or any other Contractor of the Corporation or any employee of any one of them;
- e) for any cause beyond reasonable control of the Contractor; or
- f) by Acts of God, or of the Public Enemy, Acts of the Province or any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, or delays of Sub-Contractors due to such cause.

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

An application by the Contractor for any extension of time as herein provided shall be made to the Corporation in writing at least fifteen days prior to the date of completion fixed by the Contract. All Bonds 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 extensions of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the Bonds or other Surety

5.1.4 LIQUIDATED DAMAGES

It is agreed by the parties in the contract that in case all work called for under the Contract is not finished or completed within the date as set forth in the Special Provisions, damage will be sustained by the Corporation and that it is said will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by any reason of such delay and the parties here to agree that the Contractor will pay to the "Corporation" the sum of One Thousand Dollars (**\$500.00**) for liquidated damages for each and every calendar day's delay in finishing the work beyond the noted completion date, except Saturdays, Sundays and Statutory holidays, and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed completion date.

The Corporation may deduct any amount due 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. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractor's due to such causes.

6.0 THE “CONTRACTOR’S SCHEDULE OF WORK”

Forthwith upon award of this Contract, the Contractor shall prepare a "Contractor's Schedule of Work". The "Contractor's Schedule of Work" will be completed by the Contractor and remitted to the Corporation with his signed contract documents for execution by the Corporation.

7.0 MATERIALS – SUPPLY OF MATERIALS

The Contractor shall be responsible for supplying materials required to complete the work in accordance with the specifications. The source of supply and quality of all materials supplied by the Contractor must be approved by the Town prior to their use in the contract.

8.0 ONTARIO PROVINCIAL STANDARDS

This section removed in its entirety.

9.0 CONTRACTOR’S RESPONSIBILITY FOR DAMAGES

Section G.C.7.0.6 of the Ontario Provincial Standards – General Conditions is amended by the addition of the following:

DUST CONTROL - The Contractor shall take such steps as may be required to prevent dust nuisance wherever it would affect traffic or cause damage or discomfort to residents of the area in which his work is being carried out.

Where the work requires sawing of asphalt or sawing or grinding of concrete, blades or grinders of the wet type shall be used together with sufficient quantities of water to prevent the incidence of dust.

The Corporation shall bear the cost of water authorized by the Contract Administrator and placed within the limits of this Contract as a deterrent to dust nuisance or for compaction requirements. On all other roads used by the Contractor in performance of the works described in the Tender items, he shall be responsible for all costs incurred with keeping dust nuisance to levels acceptable to the Town.

Where the work results in tracking of mud onto adjacent roadways, the Contractor shall immediately remove such materials and ensure a continuous clean surface on the adjacent roadway as directed by the Town.

10.0 LIMITATIONS OF OPERATIONS

Subsection G.C. 7.07 of the OPSS General Conditions is amended by the addition of the following:

The Contractor shall co-operate with other Contractor's, utility companies and the Corporation and they shall be allowed free access to their work at all times. The Town reserves the right to alter the method of operations on this Contract to avoid interference with other work. Prior to submission of a work schedule, the successful Contractor shall receive a Schedule of Proposed Works being undertaken by the Town and all other Authorities within and adjacent to this project.

11.0 HARMONIZED SALES TAX

Harmonized Sales Tax applies to all good and services purchased by the Town of Perth. H.S.T is calculated, at the applicable tax rate, on these purchases and is payable by the Corporation at the time payment is made for the purchase.

Tenderers will be required to register for purposes of the tax, collect the tax on their taxable supplies to the Town of Perth and remit as required by legislation. Tendered must supply the Town of Perth with their H.S.T registration number.

The total contract price shall be exclusive of all government sales taxes, including H.S.T. The estimated amount of Harmonized Sales Tax must be disclosed separately on the Form of Tender. The Corporation will pay the Contractor all amounts of the HST in respect of the project.

All prices submitted shall be FIRM for the described project and shall include, without limitation, all required labour, materials, tools, supplies, equipment and other services as described herein and elsewhere in this document. The quoted prices must clearly show the Harmonized Sales Tax (HST) as a separate item.

The price shown on the Form of Tender – Price Bid Form must be a fixed amount. If termination takes place prior to the completion of the work, the successful Bidder's performance security will be used to assist the Town against any loss that may be incurred as per the Tender.

All costs incurred by the Bidder in carrying out research, investigation or otherwise as may be necessary for the preparation of a response to this bid, shall be borne by the Bidder and will not be chargeable in any way to the Town of Perth.

12.0 UTILITY POLE LINES AND UNDERGROUND UTILITIES AND SURVEY MONUMENTS

Section removed in its entirety

13.0 HAUL ROADS

Section removed in its entirety

14.0 CONTRACTOR'S NOTICE TO RESIDENTS

Section removed in its entirety

15.0 MAINTENANCE OF TRAFFIC

The Contractor must provide access for emergency services and local traffic at all times unless exempted by the Corporation. If during the course of the work, significant excavations necessitate a full lane closure; the Town of Perth will authorize the closure provided that 48 hours' notice is provided to enable the appropriate notices to be released to emergency services.

The Contractor shall provide the appropriate traffic control signage and/or appropriately attired flag persons, as required during the course of construction to comply with the safety requirements of latest edition of the M.T.O. publication "Book 7 – Ontario Traffic Manual Temporary Conditions, Field Edition".

The Contractor shall comply with the following *special requirements* for traffic control in arriving at the proposed construction schedule:

- Roads may be restricted during the work day however it must be re-opened at the end of each work day.

No extra compensation shall be paid to the Contractor under this contract for performing work in accordance with the requirements described under the heading "Maintenance of Traffic, Detours and Signing".

When in accordance with Section G. C. 7.0.6 of the OPSS General Conditions, it is the Contractor's responsibility to maintain a road throughout the work, the Contractor shall supply at his expense, all labour, equipment and material to maintain the road in a satisfactory condition except that when required for normal maintenance purposes the supply and placing of Granular A and bituminous patching materials, will be paid for at the appropriate Tender unit prices. Where a Contractor has constructed detours which are not called for in the Contract and where labour, equipment and material are required to effect repairs to such detours due to failure of the roadbed, such work will not be considered as normal maintenance but as part of the cost of construction, and all such work will be at the Contractor's expense.

16.0 TRAFFIC AND STREET SIGNS

Section removed in its entirety.

17.0 SUPPLY OF CONSTRUCTION SIGNS

In accordance with Section G.C.7.0.6 of the OPSS General Conditions, the Contractor is responsible for the supply, erection, maintenance and the subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc..., required for the work.

Traffic control shall be provided in accordance with the latest edition of the M.T.O. publication "Book 7 – Ontario Traffic Manual Temporary Conditions, Field Edition".

18.0 RESTRICTIONS ON OPEN BURNING

Section removed in its entirety

19.0 FIELD OFFICE

Section removed in its entirety

20.0 SANITARY FACILITIES

This section removed in its entirety

21.0 SAFETY

The Contractor shall submit a WSIB Certificate of Clearance prior to commencing work. Additional certificates of clearance may be requested before the release of any holdback.

The Contractor assumes full responsibility for conforming with all legislation regarding the safety of his employees and the public on this contract, and all notices required to comply with the legislation. The Contractor will be deemed to be the "Constructor" for the duration of this contract.

The Contractor shall provide a health and safety information board at the work site. Information to be included shall be:

- CPR/First Aid Information;
- Location of First Aid Kits/Fire Extinguishers;
- Map showing location of hospital; and
- Emergency contact numbers.

22.0 TENDERERS TO INVESTIGATE

Tenderers must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Tenderer's shall carefully examine all plans and profiles so that the unit prices Tendered are commensurate with the nature of the work.

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

23.0 WORK HOURS

The Contractor shall not work on Saturdays, Sundays and Statutory Holidays on this contract without permission from the Town, unless working on these days is stipulated elsewhere in this contract.

Where the Contractor decides to work with the Town's approval, on a Saturday, Sunday or a Statutory Holiday, the Contractor shall pay to the Town any costs incurred by the Town for providing the supervisory staff deemed necessary by the Town.

24.0 NOTIFICATIONS

The Contractor shall notify the Police, Board of Education, Fire Services and Ambulance Services **48 hours** in advance of closing any roadway to traffic. Notification shall be given by delivering a sketch plan of the Town of Perth showing the portion of roadway to be closed to traffic together with an indication of the duration of the closure.

25.0 GARBAGE COLLECTION

If the occupation of a street by the Contractor prevents, in the opinion of the Town, the Municipality's garbage collector from carrying out the collection of garbage and/or recyclables on his regular route, the Contractor shall remove the garbage from the area to the garbage disposal site at his expense or make arrangements with the Town's waste collection contractor to have garbage and/or recyclables set out in designated areas with blue boxes returned to the correct property owner.

26.0 RAILWAY REGULATIONS

Section removed in its entirety

27.0 UNIT OF MEASUREMENT

All items are estimated in metric units as are specifications and standards.

28.0 PAYMENTS

Except as herein provided, payments under this contract will be made in accordance with Section G.C.8.0.2 of the OPSS General Conditions. The cut-off date for measurement of quantities for payment purposes will be the 25th day of the month. Payment will be made on or before the 30th day of the following month.

29.0 LOCATION AND STORAGE OF MATERIALS AND EQUIPMENT

Materials and/or equipment shall not be stored within 4m of the travelled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or materials, which, in the Contract Administrator's opinion, constitute a traffic hazard.

30.0 CLEAN UP

The Contractor shall thoroughly remove all discarded materials which may have been placed along the roadway during the performance of the work. Clean up will be done to the satisfaction of the Works Inspector.

31.0 PROPERTY OWNER'S RELEASE OF PRIVATELY OWNED LAND USED BY THE CONTRACTOR

Section removed in its entirety

32.0 PREVENTION OF DAMAGE

The failure of the Town to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such

precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of his responsibilities under this Contract.

33.0 INSURANCE

COMPREHENSIVE GENERAL

The successful Bidder shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the Corporation, including the following:

- i) a limit of liability of not less than five million dollars (\$5,000,000);
- ii) the Corporation shall be named as an additional insured;
- iii) the policy shall contain a provision for cross liability in respect of the named insured;
- iv) the policy shall contain a provision for contractual liability in respect of the named insured;

INDEMNITY

The Contractor agrees to fully indemnify and hold harmless the Town from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses of any kind and for any and all liability for damages to property and injury to persons (including death) which the Town may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement, unless such losses are caused solely by the Town's own negligence or misconduct. The obligation of the Contractor to indemnify the Town does not apply to any environmental claims arising from:

- i) any historical environmental condition existing prior to the commencement of the work by the Contactor

AUTOMOBILE

The successful Bidder shall obtain and keep in force for the duration of this contract, automobile insurance under a standard automobile policy with limits of not less than two million dollars (\$5,000,000) in respect of each vehicle.

PROOF OF INSURANCE

The successful Bidder shall provide, together with its executed agreement, a certificate(s) of insurance or certified copy(ies) of the above referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry.

Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Town may require that the Contractor provide a certified copy of the policy.

34.0 EMERGENCY AND MAINTENANCE MEASURES

Whenever the construction site is unattended by the general superintendent, the name, address, and phone number of a responsible official of the contracting firm, shall be given to the Contract Administrator. The official shall be available at all times and have the necessary authority to mobilize workmen and machinery to take any action as directed by the Contract Administrator in case emergency or maintenance measures are required; regardless whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God, or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Town will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

35.0 SAMPLING AND TESTING

This section removed.

36. GOVERNMENT REQUIREMENTS

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-In-Council and By-Laws which could in any way pertain to the work outlined in the Contract or the Employees of the Contractor, or Sub-Contractor.

37. LAYOUT

This section removed

38. DISPOSAL OF EXCAVATED MATERIALS

Arrangements may be made by the contractor to dispose of all spoil wood, concrete, rock, and asphalt debris at the Town's landfill site on Wildlife Road during normal operating hours of the facility. Payment for disposal will be included under the applicable Tender item. The contractor is however advised to keep the materials fully segregated for disposal (i.e. no mixed loads of earth spoil, asphalt and concrete).

Hours of Operation for the Landfill are as follows:

Tuesday, Wednesday and Friday – 8am to 4:30pm
Saturday – 8:00am to 12:00pm

Special Provision 1 MOBILIZATION / DEMOBILIZATION**1.01 SCOPE**

This specification covers the requirements for the Contractor's mobilization and demobilization.

1.7 CONSTRUCTION

Payment at the Contract Price for the above Tender item shall be full compensation for all labour, equipment, and material required to do the following work:

- Mobilization including set up of appropriate sanitary facilities and secure work areas,
- Transportation of equipment;
- Provision of bonds and insurance;
- Providing an initial construction schedule and updating it on a bi-weekly basis;
- Site security;
- Utility locates/stakeout of existing utilities and services;
- Demobilization including removal of equipment, materials etc.

1.9 MEASUREMENT FOR PAYMENT

Measurement of Mobilization/Demobilization will be by the Lump Sum.

1.10 BASIS OF PAYMENT

Payments will be made on the following basis:

Payments and construction lien holdbacks (or the equivalent) will be made and held in accordance with the *Construction Lien Act* and/or the *Construction Act*, whichever is applicable.

90% of the Tender amount shall be paid upon providing satisfactory proof of bonds and insurance, mobilization. 10% will be released after the 45-day lien period.

Construction Lien Act

Those involved in the construction industry are continually faced with financial risks not encountered in other commercial contexts. These financial risks stem from the fact that most construction work is carried out by different construction trades people who have no privity of contract with the owner of the project and who work without any form of security.

As a result of these risks, contractors and suppliers of work, services and supplies to real property in Ontario have been granted special protections by the *Construction Lien Act* (the "CLA"). The CLA sets out the rules as to who has a lien (security against the property) and the process by which lien claimants can enforce their various rights.

This item applies to all components of the Contract.

Special Provision 2 TRAFFIC CONTROL

The provisions of OPSS 706 shall apply except as amended hereafter;

706.2 REFERENCES

Section 706.02 is amended by the addition of the following;

Authority Publications – Ministry of Transportation Ontario - Ontario Traffic Manual (OTM)
Authority Publications – Infrastructure Health & Safety Association
Guidelines for Training Traffic Control Persons

706.3 DEFINITIONS

Section 706.03 is deleted in its entirety and replaced by the following;

Construction Signs means all traffic control signs and associated devices identified in OTM Book 7 Temporary Conditions.

Manual means OTM Book 7 Temporary Conditions, OTM Book 7 Temporary Conditions – Field Edition.

706.05 MATERIALS**706.05.02 Signs**

Section 706.05.02 is deleted in its entirety and replaced by the following;

Traffic control signing shall include the work of supplying, locating, relocating, erecting, operating and maintaining construction signs, and shall conform to the Manual unless otherwise specified. If required, the contract identification signs will be provided by the Owner and shall be erected and maintained by the Contractor.

Signs shall be in place before work begins, shall be maintained to be effective at all times and shall remain operational throughout the duration of the operations requiring signs, including the shutdown period, and shall be removed upon completion of the operations.

Ramps or roadways identified in the Contact for complete closure shall be signed conforming to the OTM.

706.07.02 Existing Signs

Section 706.07.02 is deleted in its entirety and replaced by the following;

Any existing signs removed by the Contractor to accommodate construction shall be kept operational by placement on a temporary support and shall be reinstalled conforming to the OTM after the work operation is complete. Temporarily relocated existing signs shall be kept at the same height, offset and basic location from traffic as before removal.

706.10 BASIS OF PAYMENT**706.10.1 Traffic Control Signing – Lump Sum Item**

Payment at the contract price for the above Tender item shall be full compensation for all labour, equipment, and material required to do the work:

Payment for this item shall be made as follows:

Payments and construction lien holdbacks (or the equivalent) will be made and held in accordance with the *Construction Lien Act* and/or the *Construction Act*, whichever is applicable. 90% for implementation of measures outlined above. 10% will be released after the 45 day lien period.

Return Address Label

(Please affix this page to the front of your sealed envelope.)

FROM: _____

Contact: _____

DELIVER TO:
The Corporation of the Town of Perth
Attn:
GRANT MACHAN
80 Gore Street East Perth, ON K7H 1H9

TENDER - SEALED BID

TENDER Number: ES-2019-18

Description: Catch Basin Insert Technology

Closing Date: September 4TH, @ 2:00 pm (local time)

Late submission will **NOT** be accepted – **NO EXCEPTION**

Receiving Staff Use ONLY

Date & Time Received:

Staff Initial: _____

