



BIDDER INFORMATION PACKAGE

TENDER No. 04-2024

Reconstruction of

Kakabeka Falls and Rosslyn Village Roads

For the Corporation of the Municipality of Oliver Paipoonge

Closing Date and Time:

April 11th, 2024

at 1:00 p.m., local time

Sealed tenders, clearly marked as Tender 04-2024 are to be delivered to:

**John MacGillivray
Treasurer/Deputy CAO
3250 Highway 130
Rosslyn ON P7K 0B1**

Facsimile, e-mail, telephone or late submissions will not be accepted.

List of Contract Documents

Section 1	Information to Bidders
Section 2	Tender Form – to be included in Tender Submission
Section 2-A	Agreement – to be included in Tender Submission
Section 3	General Requirements
Section 4	Special Provisions and Conditions Location Map
Section 5	Tendering Statements – to be included in Tender Submission
Section 6	Agreement to Bond - to be included in Tender Submission
Section 7	Compliance Form for Accessibility for Ontarians with Disabilities Act, 2005 – to be included in Tender Submission
Section 8	Undertaking to Comply with Policy on Contractor Safety – to be included in Tender Submission
Section 9	Environmental Protection – to be included in Tender Submission
Section 10	Request for Bidder Information Form
Section 11	Request for Tender General Terms and Conditions

Items marked in **Bold** are the pages to be included in Tender Submission.

BIDDER'S CHECK LIST

If you plan to submit a bid, please download the Bidder Registration Form from www.oliverpaipoonge.on.ca and complete and submit it to the Municipality in order to receive addenda and updates. A copy of the form has been included in this package for convenience. It is the bidder's responsibility to check the website for any Addenda or updates prior to submitting a bid. Before submitting your tender, check the following points:

1. Has your tender been signed, sealed and witnessed? ()
2. Have you completed all schedules and prices in the Tender Form? ()
3. Have you indicated the number of addenda issued (if any)? ()
4. Have you completed the undertakings to comply with the Municipality of Oliver Paipoonge Policy on Contractor Safety and Environmental Protection? ()
5. Have you completed the Accessibility for Ontarians with Disabilities Compliance Form for Contractors? ()
6. Have you completed Tendering Statements 'A' to 'E'? ()
7. Is the Agreement to Bond included? ()
8. Are the documents complete? ()
9. A complete Tender Submission, which includes the following Sections of the Tender Document, in a sealed envelope clearly marked as to contents:
 - Section 2 - Tender Form (4 pages) ()
 - Section 2 – A - Agreement (1 page) ()
 - Section 5 – Tendering Statements A-E (2 pages) ()
 - Section 6 – Agreement to Bond (1 page) ()
 - Section 7 – Accessibility Compliance (1 page) ()
 - Section 8 – Contractor Safety Undertaking (2 pages) ()
 - Section 9 – Environmental Protection (5 pages) ()
 - Section 10 – Request for Bidder Information ()
 - Section 11 – Request for Tender General Terms and Conditions ()
 - Certificate of Insurance ()
 - WSIB Clearance Certificate ()

**SECTION 1
INFORMATION TO BIDDERS**

1.1. TENDERS

Sealed tenders clearly marked as to contents, will be received for:

**TENDER NO. 04-2024
Reconstruction of Kakabeka Falls and Rosslyn Village Roads**

Tenders shall be received by the undersigned no later than Thursday, April 11th, 2024, at 1:00 p.m. local time:

Municipality of Oliver Paipoonge
Treasurer/Deputy CAO
3250 Highway 130
Rosslyn, ON P7K 0B1

Tenders will be opened 30 minutes after the closing time in the Council Chambers.

1.2. FORM OF TENDER AND CONTRACT FORM

- a) Municipal Agreements – This tender package must be completed in ink or typed and submitted which is part of the Contract. **The Tenders shall be properly signed.**

One (1) copy of the completed tender forms as indicated must be submitted as the tender. The Bidder shall give the Total Tender Price both in words and in figures and shall fill in all blank spaces for figures and shall fill in all blank spaces for unit prices, item prices, lump sums and other information in the Tender Form.

- b) The Bidder accepts and acknowledges by his provision of a tender that he has read and understood all of the requirements of the contract documents.
- c) The successful Bidder shall provide all of the following with the tender submission:
- i. Certificate of Insurance showing a minimum of \$5,000,000 liability insurance; and
 - ii. A Workplace Safety and Insurance Board (WSIB) Clearance Certificate.
 - iii. Bond Documents (as per section 1.18 of this document).

1.3. TENDER VALIDITY

This Tender shall constitute an irrevocable offer by the Bidder, open for acceptance by The Corporation of the Municipality of Oliver Paipoonge for a period of 60 days, after which time, if not accepted, the Tender shall be null and void. It is understood that errors in the Tender, whether accidental, caused by negligence of the Bidder or otherwise shall not confer any additional rights of withdrawal upon the Bidder.

1.4. PROOF OF ABILITY

In order to aid the Corporation in determining the ability of each Bidder to complete the work, the Bidder shall complete the following Statement sheets which are bound herein.

Statement ‘A’ – Stating the Bidder’s experience in similar work which it has successfully completed.

Statement ‘B’ – Provide a list of the Bidder’s senior supervisory staff with a summary of the experience of each.

Statement ‘C’ – Giving the location and description of the construction plant which the Bidder proposes to use, the plant it has available or under its control, the plant to be rented and the plant to be purchased.

Statement ‘D’ – Giving the name and address of each proposed sub-contractor used in making up his Tender and shall state the portion of the work allotted to each. Only one sub-contractor shall be named for each part of the work to be sub-contracted.

1.5. EQUIVALENTS

When an article is specified by its trade or other name (whether such name is followed by the phrase “or approved equal” or not), the Bidder shall base its Tender price on the supply of the named article and no other.

The Bidder may submit with its Tender suggested equivalents to those articles specified by trade or other names. Such submissions shall be made on **Statement ‘E’**, bound herein, and shall show the name of the article specified, the name and description of the suggested equivalent, and the total revision to the Tender Price that would result if the equivalent were accepted.

1.6. HARMONIZED SALES TAX

The tendered sub-total price shall have the HST applied, and this amount shall be shown separately on the Tender Form and on invoices submitted by the Contractor.

1.7. TAXES AND DUTIES

The Bidder shall include sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.

If sales taxes are increased or decreased, or other amendments are made in the legislation during the course of the Contract that alter tax amounts carried in the Contract price, an adjustment will be made accordingly to the Total Contract Price.

The Contractor shall keep records and invoices of accounts subject to HST for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

The Bidder shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedures for tax exemption and/or refunding and include related administrative costs in the Tender.

1.8. EXAMINATION OF SITE AND SUB-SURFACE CONDITIONS

Each Bidder **must** visit the site of the work before submitting its Tender and must satisfy itself by personal examination as to the local conditions to be encountered during the construction and conduct of the work. It shall make its own estimate of the surface facilities, sub-surface conditions and difficulties to be encountered. It is not to claim at any time after submission of its Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Bidder, during the period of tender, shall make such additional examination of the soil and subsurface conditions as it may deem necessary to satisfy itself as to the conditions that may be encountered during construction.

1.9. QUESTIONS DURING TENDER PERIOD

Communications and clarification requests concerning this Tender are to be sent in writing and directed to:

Brent Russell, Asset Management Coordinator

Fax: (807) 935-2161

E-mail: assetmanager@oliverpaipoonge.on.ca

Inquiries must not be directed to other Municipal employees or Elected Officials.

Directing inquiries to other than those designated may result in your bid being rejected. The deadline for questions/inquiries will be **Thursday, March 28th, 2024, at 12:00 p.m. local time.**

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties.

Any and all changes to the Tender will be issued by the Director of Operations (or designate) in the form of a written addendum.

1.10. AWARD OF CONTRACT

Portions of the work as identified in the Tender Form may be deleted to meet budget constraints, government approvals or other reasons that prevent the Municipality from proceeding with the full scope of work in the Tender.

The lowest price tender will be identified by the Municipality based on the lowest total tender price determined before the deletions have been deducted.

The lowest or any tender will not necessarily be accepted.

1.11. AGREEMENT TO BOND

Every Tender shall be accompanied by an “Agreement to Bond” in the form included with the Tender Form and shall be executed under its corporate seal by a Surety Company lawfully doing business in the Province of Ontario from which the Bidder proposes to obtain the required Bonds prescribed in the Contract. In the event that the Bidder proposes to submit an alternate Performance Guarantee, a letter from the Bank confirming that the institution is providing the Performance Guarantee as required to be submitted with the Tender.

- 1) The Contractor, together with a Surety Company authorized to carry on business in the Province of Ontario, shall furnish a 50% Labour and Materials Payment Bond to the Municipality using CCA Document(s) 22.
The Bond shall remain in effect until 12 months after the date Municipality accepts the entire work.
- 2) The Contractor, together with a Surety Company authorized to carry on business in the Province of Ontario, shall furnish a Performance Bond to the Municipality using CCA Document(s) 21 in the amount of 100%
- 3) A bid deposit is required to be submitted with this tender in the amount of 10 % of the Total Tender Price.

**Section 2
TENDER FORM**

TENDER NO. 04-2024 Reconstruction Kakabeka Falls Village

2.1 SUBMISSION

The following Tender is hereby submitted to:

The Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn, ON P7K 0B1

Hereinafter called the “Municipality”

On behalf of:

[Legal Name of Firm/Individual]

[Name of Contant Person]

[Mailing Address: Street Number, Street Name, City, Postal Code]

[Telephone No.]

[Cell No.]

[Fax No.]

[Email Address]

Hereinafter called the “Bidder”

2.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general terms and conditions, specifications and drawings (if any), including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H. S. T.) of:

[Words]

[Numbers]

2.2 QUANTITIES

The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

2.3 ADDITIONS AND DEDUCTIONS

2.3.1 The Bidder agrees that if this tender is accepted by the Municipality:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of any Contract Change Order previously issued by the Contract Administrator or any of the rights of the Municipality or of the Contract Administrator under the Contract.

2.3.2 The Bidder agrees that, if this tender is accepted by the Municipality the prices applicable to work referred to in paragraph 2.3.1 above shall be determined as follows:

- (i) The Schedule of Prices shall apply where applicable.
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

2.4 ADDENDA

We agree that we have received Addenda to inclusive, and the tender price includes for the provisions set out in such Addenda.

2.5 CONTRACT TIME

We agree to commence the Work as specified, on or around **May 21, 2024**, with work not to commence until the contract has been officially accepted by the Municipality, the Insurance and WSIB Certificates, and required Bonds are received and satisfactory to the Municipality. Once commenced, work will proceed continuously to completion with the work to be fully completed by **August 16th, 2024**.

2.6 SCHEDULE OF TENDER PRICES

Reconstruction of Kakabeka Falls Village				
Item	Description	Quantities & Units	Unit Price	Total
1.1	Contractor Grade and Alignment Control	1 L.S.	\$	\$
1.2	Traffic Control	1 L.S.	\$	\$
1.3	Contractor Quality/Quantity Control	1 L.S.	\$	\$
1.4	Pulverize Existing Roadway	31,160 m ²	\$	\$
1.5	Regrade of Existing Roadway to establish Proposed New Granular Width of 9 m	4,000 L.M.	\$	\$
1.6	Regrade of Existing Roadway to establish Proposed New Granular Width of 7.5 m	900 L.M	\$	\$
1.7	Haul, Place & Compact Granular "M" - 50 mm Thick & 9 m Wide	1,800 m ³	\$	\$
1.8	Haul, Place & Compact Granular "M" - 100 mm Thick & 7.5 m Wide	675 m ³	\$	\$
1.9	Supply, Place & Compact HL4 - 55 mm Thick & 8.5 m Wide	34,000 m ²	\$	\$
1.10	Supply, Place & Compact HL4 - 55 mm Thick & 6.5 m Wide	4,473 m ²	\$	\$
1.11	Asphalt Driveway Restoration (80 locations)	1,280 m ²	\$	\$
1.12	Paving of Kakabeka Fire Department Driveway (Approx. 500 m ²)	1 L.S.	\$	\$
			Subtotal	
			H.S.T.	
			Total	

Reconstruction of Vibert Road from Rosslyn Road to Railway Crossing

Item	Description	Quantities & Units	Unit Price	Total
2.1	Contractor Grade and Alignment Control	1 L.S.	\$	\$
2.2	Traffic Control	1 L.S.	\$	\$
2.3	Contractor Quality/Quantity Control	1 L.S.	\$	\$
2.4	Pulverize Existing Roadway	6,590 m ²	\$	\$
2.7	Regrade of Existing Roadway to establish Proposed New Granular Width of 12 m	920 L.M.	\$	\$
2.8	Haul, Place & Compact Granular "M" - 100 mm Thick & 12 m Wide	1,110 m ³	\$	\$
2.9	Supply, Place & Compact Superpave 12.5mm - 55 mm Thick & 10 m Wide	9,200 m ²	\$	\$
2.10	Asphalt Driveway & Intersection Restoration	750 m ²	\$	\$
			Subtotal	
			HST	
			Total Price	

**** Provisional ****

Reconstruction of Rosslyn Road from Vibert Road to Ridler Drive, Elm Street from Maple Street to Rosslyn Road and Ridler Drive from Maple Street to Rosslyn Road

Item	Description	Quantities & Units	Unit Price	Total
3.1	Contractor Grade and Alignment Control	1 L.S.	\$	\$
3.2	Traffic Control	1 L.S.	\$	\$
3.3	Contractor Quality/Quantity Control	1 L.S.	\$	\$
3.4	Pulverize Existing Roadway	7,750 m ²	\$	\$
3.5	Regrade of Existing Roadway to establish Proposed New Granular Width of 11 m	890 L.M.	\$	\$
3.6	Regrade of Existing Roadway to establish Proposed New Granular Width of 8.5	210 L.M.		
3.7	Haul, Place & Compact Granular "M" - 100 mm Thick & 10 m Wide	870 m ³	\$	\$
3.8	Haul, Place & Compact Granular "M" - 50 mm Thick & 8.5 m Wide	90 m ³		
3.9	Supply, Place & Compact HL4 - 55 mm Thick & 9 m Wide	8,010 m ²	\$	\$
3.10	Supply, Place & Compact HL4 - 50 mm Thick & 6.5 m Wide	1,365 m ²		
3.11	Asphalt Driveway Restoration (15 locations)	240 m ²	\$	\$
			Subtotal	
			HST	
			Total Price	

Notes: Reconstruction of Kakabeka Falls Village		
Item 1.5, 1.7 & 1.9 – Related to Streets		Items 1.6, 1.8 & 1.10 – Related to Streets
- Marian Street	- Dorothy Street	- Taylor Street
- Rupert Street	- Ditmars Street	- Delvecchio Street
- Florence Street	- Clergue Street	- Leiterman Street
- Porter Street	- Hill Street	- Martyn Drive
Notes: Reconstruction of Rosslyn Road from Vibert Road to Ridler Drive, Elm Street from Maple Street to Rosslyn Road and Ridler Drive from Maple Street to Rosslyn Road		
Items 3.5, 3.7 & 3.9 – Related to Streets		Items 3.6, 3.8 & 3.10 – Related to Streets
- Rosslyn Road		- Elm Street
		- Ridler Drive

Company H.S.T. Registration Number:	
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2.7 DECLARATIONS OF BIDDER

- (i) The Bidder declares that no person, firm or corporation other than the Bidder has any interest in this tender or in the proposed contract for which this tender is made.
- (ii) The Bidder declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respect fair and without collusion or fraud.

2.8 CONDITIONS OF TENDER

This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

2.9 DISCLAIMER

The Bidder agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Bidder to submit this tender, or on which reliance is placed by the Bidder, or which affects this tender.

2.10 SIGNATURES

Offered by the Bidder

[Company Name]

this _____ day of _____ 2024.

[Signature of Bidder, Title]

[Signature of Witness]

[Signature of Bidder, Title]

[Signature of Witness]

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

“I/We have authority to bind the Corporation.”

“If the tender is submitted by an individual or partnership, it is deemed to be given under seal.”

**ACCEPTED BY THE CORPORATION OF THE MUNICIPALITY OF OLIVER
PAIPOONGE**

THIS**DAY OF****2024.**

[BY-LAW NUMBER]

[MAYOR]

[CAO/CLERK]

**Section 2 - A
AGREEMENT**

This Agreement made in duplicate this _____ day of _____, 2022, between

The Corporation of the Municipality of Oliver Paipoonge (hereinafter called the “Municipality”)
AND
_____ (hereinafter called the “Contractor”)

WITNESSETH that the Contractor agrees with the Municipality to perform all the work in accordance with the Contract Documents referred to in the tender of the Contractor dated the _____ day of _____, 2024 (which shall be deemed to form part of the Contract) for the total contract price of \$_____ which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Municipality hereby agrees with the Contractor that, in consideration of the work being performed by the Contractor as specified, the Municipality shall pay the Contractor for said work in accordance with the provisions set out in the attached Contract Documents. Time shall be of the essence of this Contract.

IN WITNESSED WEHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED & DELIVERED
In the presence of:

MUNICIPALITY

[Mayor Lucy Kloosterhuis]

[CAO/Clerk Wayne Hanchard]

CONTRACTOR

[Name and Title]

[Name and Title]

Note: In the case of a tender submitted by a Corporation, the signatories warrant as follows: “I/We have the authority to bind the Corporation.” If the tender is submitted by an individual or partnership, it is deemed to be given under seal.

SECTION 3 GENERAL REQUIREMENTS

3.1 DESCRIPTION OF WORK

The Work of the Contract includes:

Reconstruction Kakabeka Falls Village, Vibert Road from Rosslyn Road to the railway crossing, Rosslyn Road from Vibert Road to Ridler Drive, Elm Steet and Ridler from Rosslyn Road to Maple Street. Please see the drawings for the full scope. The proposed works involve in-place processing of the existing surface, widening the road platform to incorporate pedestrian shoulders, placement of new granular material and placement of asphalt.

The description of the Work stated above is not, nor is it intended to be, a complete and all-inclusive "Description of Work".

3.2 PRECONSTRUCTION MEETING

- a) Following award of the Contract and the instruction to commence the Work, the Municipality will convene a preconstruction meeting with the Municipality's representative, the Bidder, and affected utilities.
- b) The meeting agenda will include:
 1. the appointment and notification of official representatives of participants in the Work;
 2. requirements for temporary facilities, site signs, offices, storage sheds, utilities, hoarding, site access and use;
 3. Health and Safety issues;
 4. site security;
 5. the Work schedule, including the Products delivery schedule;
 6. a schedule for submission of shop drawings, samples and similar documents;
 7. a schedule for site meetings;
 8. a review of administrative procedures, including change notices, change orders, site instructions, record drawings, maintenance manuals, take-over procedures, progress claims;

9. the appointment of inspection and testing agencies or firms; and
 10. other items as arise at the meeting.
- c) The Municipality will arrange space and facilities for the meeting and document the responsibilities and necessary activities of the participants during construction as discussed and prepare and distribute minutes of the meeting to each attendee.

3.3 SITE MEETINGS - As required

- a) Municipality will provide accommodation for any site meetings.
- b) Site meetings will be held on a regular schedule agreed to at the preconstruction meeting. The Municipality and Bidder will be in attendance. The purpose of these meetings is to discuss the progress of the Work and related matters including:
 1. review and acceptance of previous meeting minutes;
 2. field observations and any problems or conflicts;
 3. any problem that may impede Work progress and the construction schedule and corrective measures required;
 4. revisions to the construction schedule and the Products delivery schedule; and,
 5. review of submittal schedules.

3.4 SITE PROGRESS RECORDS

- a) Maintain at the site a permanent written record of progress of the Work. Make the record available to the Municipality upon request and provide him with a copy if requested. Include in the record each day:
 1. the weather conditions with maximum and minimum temperatures;
 2. the conditions encountered during excavation;
 3. the commencement and the completion dates of the Work of each trade in each area of the Contract;
 4. the erection and removal dates of formwork in each area of the Contract;
 5. the dates, the quantities, and the particulars of each concrete pour;

6. the dates, the quantities, and the particulars of roofing installation;
7. the numbers and classifications of the Bidder's and the Sub Contractor's tradesmen working at the site and the numbers and classifications of construction machinery and equipment and the number of hours each is operated;
8. the visits to the site by the Municipality, the regulatory authorities, the testing companies, the sub-Bidders and the suppliers.

3.5 WORK ADJACENT TO PUBLIC OR PRIVATE PROPERTY

Obtain written consent from the Municipality of adjacent property before proceeding with a part of the Work that necessitates entry onto such property for the underpinning of adjacent structures and where over swing of cranes may occur. Such written consent will not limit the Bidder's responsibility for property damage or personal injury.

3.6 TEMPORARY CONSTRUCTION FACILITIES, SERVICES AND CONTROLS

- a) Provide temporary facilities, services and controls required as construction aids or by regulatory authorities.
- b) Paint the public side of the site enclosure in selected colours with one prime coat and one coat of exterior paint with colour as directed. Maintain the public side of the enclosure in a clean condition.

3.7 ROADS AND TRAFFIC CONTROL

When public thoroughfares are to be closed, or traffic restricted, notify the road authority, the fire department, the police department, the ambulance service, giving at least seven days' notice of the closing or restriction.

Close thoroughfares or restrict normal traffic flow only with the consent of the authorities having jurisdiction, and in accordance with their requirements.

3.8 TESTING AND QUALITY CONTROL

- a) Unless otherwise noted, the Municipality will select and pay for the services of a testing agency or laboratory for tests that are required but not specified, other than tests required by by-laws, statutes and regulations applicable to the Work.
- b) Remove and replace Products indicated in inspection and test reports as failing to comply with the Contract Documents.
- c) Correct improper installation procedures reported in the inspection and test reports.

- d) Pay the costs for the re-inspection and testing of replaced work.
- e) It is not the responsibility of the inspection and testing agents to supervise, instruct in current methods or accept or reject a part of the Work, but only to inspect, test and to report conditions.
- f) Notify the Municipality and the appropriate inspection and testing agent not less than forty-eight hours prior to the commencement of the part of the Work to be inspected and tested.
- g) Ensure the presence of the authorized inspection and testing agent at the commencement of the part of the Work specified to be inspected or tested.
- h) Ensure the inspection and testing reports are issued promptly (normally within forty-eight hours), and that the Municipality is notified forthwith if the report indicates improper conditions or procedures.
- i) Co-operate with and provide facilities for the inspection and testing agents to perform their duties.

3.9 CODES AND STANDARDS

- a) In the case of a conflict or discrepancy between the Contract Documents and the governing standards, the more stringent requirements apply.
- b) Unless the edition number and date are specified, the reference to the manufacturers and published codes, standards, and specifications are to the latest edition published by the issuing authority, current at the date of tender closing.
- c) Reference standards and specifications are quoted in this Specification to establish minimum standards. Work in quality exceeding these minimum standards conforms with the Contract.
- d) Where reference is made to a manufacturer's direction, instruction, or specification it is deemed to include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the Products pertinent to their use and their relationship to the Products with which they are incorporated.
- e) Where reference is made to regulatory authorities, it includes all authorities who have, within their constituted powers, the right to enforce the laws of the Place of Work.

3.10 LABOUR, PRODUCTS AND WORKMANSHIP

- a) Products named in the Specifications or on the Drawings by manufacturer's name and model number establish the size, quality and performance standards for the Work. In most cases, alternate manufacturers' Products are listed as acceptable for the named manufacturer's Product. Base the Tender Price on the named manufacturer's Product or the Product of an alternate manufacturer. If no alternate manufacturers are listed, base the tender price on the named manufacturer's Product.
- b) The Work has been designed on the basis of the named manufacturer's Product. If the tender price is based on an alternate, acceptable, manufacturer's Product, ensure the alternate, acceptable manufacturer's Product is equivalent in size, quality and performance to the named manufacturer's Product. Include in the tender price for any modifications to the Work necessary to accommodate the alternate, acceptable manufacturer's Product and submit for the Municipality's review a dimensioned layout of the space into which such Product is to be installed.
- c) Give preference to the hiring of local workers, provided they are available and physically fit and qualified by training and experience to perform the Work. The foregoing does not apply to superintendent, timekeeper, foreman and construction equipment and machine operators, or until ten days after the commencement of the Work. Make available at all reasonable times for examination by the Municipality, the labour rolls for the determination of the domicile of the workers.

3.11 SCHEDULES

- a) Within fourteen days of the written notification of tender acceptance, submit for the Municipality's review, the following schedules:
 - 1. a construction schedule;
 - 2. a submittal schedule for shop drawings and Product data sheets;
 - 3. a submittal schedule for samples;
 - 4. a Product delivery schedule; and,
 - 5. a cash flow schedule.
- b) Prepare each schedule in the form of a horizontal bar chart, with a separate bar for each trade or operation, and a time scale identifying the first work day of each week.
- c) Consult with the Municipality during preparation of the schedules; make any corrections agreed to during the review period, and issue final copies to the Municipality.

- d) Periodically update each schedule during the course of construction and issue revised copies.
- e) If the progress of any part of the construction falls behind schedule, immediately notify the Municipality in writing giving the reason for the delay and the action to be taken to regain the construction schedule to complete the Work at the Contract Time.

3.12 MEASUREMENTS FOR PAYMENT

- a) Notify the Municipality sufficiently in advance of operations to allow required measurements for payment. Unless otherwise specified, measurements will be taken in the horizontal plane.

3.13 OPTIONAL ALTERNATIVE PRICES

- a) Optional alternative prices are identified costs for work to be added to or deducted from the total cost for the Contract. Each optional alternative price is to include statutory charges, overhead and profit, all applicable taxes and duties, and all other related charges on account of the work.
- b) Calculation of the Contract Price will be based on these additions or deductions, consistent with their acceptance or rejection by the Municipality.

3.14 UNIT PRICES

- a) Unit prices included in the Agreement and submitted as part of the tender are to be based on units of measurement specified in the bidding documents and are to include for labour, materials, preparation of shop drawings, delivery, handling, disposal of surplus material, overhead and profit, and any other direct or indirect expenditures of such work measured complete in place, and as further specified in the Contract Documents.
- b) Unit price for specified units of measurement are to apply to all work that can be measured in the said units regardless of the variations in productivity and job conditions, or the time when instructions to perform such work are issued.
- c) Unit prices are to apply only to the net change in quantities for each unit of work in each change to the Work, if the instructions to change have been given before the start of the Work and/or the ordering of Products.
- d) After the Work has been started, the unit prices are to cover the new work without any credit for the work already completed. Work completed and to be removed to accommodate new work will be paid for as described for Changes in the Work in the General Conditions as a lump sum or by cost and fixed or percentage fee basis.

- e) Unit prices for “CREDIT” are not to be less than 85% of unit prices for “EXTRA”.
- f) Submit unit prices as described on the proper tender form appendix.

3.15 CUTTING AND PATCHING

- a) Remove and replace defective and non-conforming work.
- b) Where new work connects with existing work and where existing work is altered, cut, patch and make good to match existing work.
- c) Do all cutting with power saws or core drilling equipment. Do not use pneumatic or impact tools. Make all cuts with clean, true, smooth edges.
- d) Do not cut, bore or sleeve any load bearing structure without the written consent of the Municipality, unless specifically detailed on the Drawings. Submit details with each request for consent.
- e) Prepare the surfaces to receive patching and finishing.

3.16 WARRANTY INSPECTION

- a) The Municipality will arrange and conduct with the Bidder a warranty inspection at the site prior to expiration of the one-year warranty period.

3.17 MUNICIPALITY OF OLIVER PAIPOONGE POLICY ON BIDDER SAFETY

- a) Policy Statement:

All Bidders or land developers working on municipal projects are required to work in compliance to The Ontario Occupational Health and Safety Act and Regulations. All Bidders working on Municipal streets and roads will comply with the Ministry of Transportation – Traffic Control Manual for Roadway Work Operations.

Failure to comply will be considered a breach of contract and may result in work stoppage, Ministry of Labour involvement, or in termination of the contract.

- b) Bidder safety deficiencies will be addressed by the Municipality in the following progressive steps:
 - 1. The problem will be identified to the Bidder (site supervisor).
 - 2. The Bidder’s head office will be contacted about the problem, orally and later in writing.

3. If the problem remains unresolved then the Ministry of Labour will be notified of the violation and if necessary the work will be stopped until the problem is corrected.
4. The contract may be terminated by the Municipality.

3.18 WITHHOLD OF PAYMENT

Time for Completion and Withhold of Payment

- a) Completion Date: **Friday, August 16th, 2024.**

Time shall be strictly of the essence of this Contract.

- b) Progress of the Work and Time for Completion:

The Bidder shall complete this Contract in its entirety by the completion date specified in the Tender Form.

If the time limit specified is not sufficient to permit completion of the Work by the Bidder 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 Bidder to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed therefore.

An Extension of Time may be granted in writing by the Municipality in his or her sole discretion in the event of the Work being delayed beyond the prescribed time for completion. Such extension shall be for such time as the Municipality may prescribe and the Municipality shall fix the terms on which such an extension may be granted. An application for an Extension of Time shall be made in writing by the Bidder to the Municipality at least 15 days prior to the date of completion fixed by the Contract. The date of expiry of all Bonds and other Surety furnished to the Municipality by the Bidder shall be extended at the expense of the Bidder.

Any Extension of Time that may be granted to the Bidder shall be so granted and accepted without prejudice to any rights of the Municipality whatsoever under this Contract and all of such rights shall continue in full force and effect after the time limited in this Contract for completion of the work and whenever in this Contract, power or authority is given to the Municipality or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Bidder in respect of the Work or Contract or any portion thereof, such powers or authorities may be exercised from time to time, and not only in the

event of the happening of such contingencies before the time limited in this Contract for the completion of the Work but also in the event of the same happening after the time so limited in the case of the Bidder being permitted to proceed with the execution of the Work under an Extension of Time granted by the Municipality. In the event of the Municipality granting an Extension of Time, time shall continue to be deemed strictly of the essence of this Contract.

Liquidated Damages in the sum of \$1,500.00 per calendar day will apply after the specified completion date.

c) Withhold of Payment:

The Municipality may withhold any or all payments to the Bidder or portions thereof if circumstances where the Bidder is considered by the Municipality to be unreasonably in default of specified times for completion of the work. This is in addition to and without prejudice to any other remedy, action or other alternatives that may be available to the Municipality.

The Bidder shall not be assessed with the withholding of payment for any delay caused by Acts of God, or of the Public Enemy, Act of the Corporation, the Municipality, or of any Foreign State, Fire, Epidemics, Quarantine Restrictions, Embargoes, or Delays of sub-Bidders due to such causes. If the Bidder is delayed by reason of alterations or changes made by the Municipality of the General or Specific Conditions, the time of completion shall be extended as determined by the Municipality in his or her sole discretion.

3.19 MAINTENANCE SECURITY HOLDBACK

- a) In addition to any other holdback required by statute or otherwise agreed by the Parties, the Municipality will retain, until expiry of the warranty referred to in 3.16, money in the amount calculated pursuant to Paragraphs b) and c) hereof which money may be applied by the Municipality in whole or in part in order to reimburse the Municipality for losses, costs incurred or funds expended by the Municipality as a result of default by the Bidder respecting the warranty obligations of the Bidder set out in the Contract.
- b) The said holdback for warranty obligations referred to in the preceding paragraph shall be first retained when the Municipality certifies that Work to the value of 70% of the Contract Price has been performed and shall be calculated and shown as an amount to be retained in the monthly applications for payment by the Bidder in succeeding applications, commencing when the Bidder makes his first application for payment on the basis that work to the value of 70% of the Contract Price has been performed.

- c) A Maintenance Security Holdback will be calculated in accordance with the following Table:

Contract Value	Security Holdback
Less than \$ 300,000	2% of contract value
\$300,000 - \$ 800,000	\$10,000
\$800,000 - \$1,500,000	\$15,000
Greater than \$1,500,000	1% of contract value

- d) The Maintenance Security Holdback is in addition to any other rights or remedies of the Municipality in respect to the correction of the Bidder's default of the Bidder's warranty obligations.

3.20 PROPERTY BARS

Property bars are to be maintained and shall not be removed or damaged during earth excavation or grading operations. All cost associated with identifying, marking, and maintaining the property bars shall be included in the contract tender bid price.

3.21 UTILITY AND SERVICE LOCATIONS

Overhead and underground utilities may be located within the Contract Limits. The Contractor is responsible for any damages resulting from his operations. The Contractor is responsible for arranging utility locates, as required. The Contractor shall work around all poles, guy wires and gas lines and shall exercise necessary care and precautions to safeguard these poles and gas lines from damages during grading operations. Earth excavation by mechanical or manual methods may be required around existing utilities. The Contractor shall utilize appropriately sized equipment to complete grading work while maintaining the minimum operating distances from overhead utilities as identified in the Occupational Health and Safety Act Regulations for Construction Projects and all other applicable regulations. All costs for the required excavation and approvals shall be borne by the Contractor.

All utilities shall be located prior to excavation.

3.22 TRAFFIC CONTROL

The Contractor shall be responsible for signing and traffic control in accordance with the OTM Book 7, as required to ensure the safety of both the public and the staff involved in construction.

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job site, so that vehicular movements are accomplished with minimum interference and interruptions to traffic.

**SECTION 4
SPECIAL PROVISIONS AND CONDITIONS**

**Special Provisions and Conditions – Road Construction
Section 2 Tender Forms**

4.1 CONTRACTOR GRADE AND ALIGNMENT CONTROL

1. The Contractor will be responsible to ensure the existing centerline location is maintained throughout the contract. At a minimum, staking of the centerline shall occur at 25 m intervals. Elevation of the existing centerline shall be reinstated to 75 mm above existing upon completion of the project. The existing road profile deviates from 1 to 4 percent crossfall currently. Upon completion of surface course paving, the minimum crossfall shall be 2.5%.

4.2 TRAFFIC CONTROL

1. The contractor will be responsible for all costs associated with Traffic Control for all facets of this project. The contractor will coordinate timing with the railway for all proposed works. The costs associated with Railway Flagging will be billed direct to the Municipality.
2. For proposed activities in and around Hwy.17, the limit of reconstruction will tie into the existing end of concrete curbs of Hwy.17 proper on either side. Single lane closures on curb-lane of Hwy 11/17 to be allowed during working hours.
3. All costs for signage and notice beyond the contract limits, shall be included in this price.
4. Road closures will not be permitted. Two lanes of traffic, unimpeded, shall be maintained during the non-working hours

4.3 CONTRACTOR QUALITY AND QUALITY CONTROL

1. The contractor will be required to obtain Hot Mix Samples in triplicate once every 5000 m² at a location to be determined by the Contract Administrator. The QA and Ref Sample shall be boxed on site for delivery by the CA to a local laboratory. Results of QC will be provided to the CA upon request. A proposed mix design shall be submitted upon contract execution with the Municipality.
2. Each load of Hot Mix delivered to site shall be accompanied by a weigh ticket for signature by the Contract Administrator. Prior to the start of next day's paving, a scale summary and distribution report shall be provided to the CA. Failure to do so will result in the suspension of paving on that day.

3. Compaction of asphalt shall be performed by Nuclear Gauge. The Nuclear Gauge shall always be onsite and documenting data when asphalt is being placed. Daily compaction summaries shall be available to the CA as requested.
4. Grade verification prior to placement of Hot Mix will be performed by the CA in collaboration with the Site Supervisor or his/her designate. This process will be performed and documented using a straight edge c/w a smart level prior to the proposed day of asphalt placement. The minimum inspection level will be one (1) measurement per 50 m of each lane. Fine grade and proof rolling will always be performed within 1 km of the paver.

4.4 PULVERIZING EXISTING ROADWAY

1. The contractor shall pulverize to a depth of 150 mm throughout the existing roadway limits. Depth of processing shall be monitored by the CA
2. The contractor shall ensure that the resultant material passes a 25 mm sieve at 100 percent. The use of an 84" diameter drum compactor c/w a "Sheeps Foot" kit is a requirement of this item.
3. Oversize material shall not be bladed off the existing roadway limits.
4. The south section of Kakabeka Falls Village to Hwy.17 shall be done in its entirety c/w asphalt placement (main lanes only) prior to commencement of the remaining works of this item.
5. Pulverizing shall be accomplished to full roadway limits to the same location each day.
6. The resultant material shall be graded to 2.5 % crossfall for full roadway width prior to placement of any additional granular placement.
7. The maximum number of days between pulverizing and placement of asphalt in any one section of the project shall be no more than Ten (10) Calendar Days. For gravel surface encountered beyond this timeframe, a penalty of \$1,500.00 per calendar day will apply.

4.5 REGRADE OF EXISTING ROADWAY

1. Under this item, the contractor shall allow for a "Bench" to be constructed adjacent to the existing gravel shoulder to an average width 1.0 m beyond the existing edge of granular shoulder on both sides of the road. (approx. location of windrow is 6 m from centerline) The bench shall be 100 mm below the existing grade of the edge of pavement. The resultant material from this operation shall be left in a windrow to be incorporated into final shoulder grading upon completion of paving. The contractor is to allow for all labour and equipment to complete the two (2) processes as described.

2. The “Bench” is not required through existing Asphalt or Granular driveways
3. Upon completion of the “Bench”, the pulverized material will be rolled out to the proposed new roadway limits prior to any additional granular material being placed.
4. The entire new roadway limits shall be compacted to an acceptable standard, field verified, prior to placement of additional granular materials. The proposed method shall be a minimum of four (4) passes throughout the entire roadway width with an 84” Smooth Drum Compactor. Soft spots or deleterious material arising from this process, shall be field corrected through a Time and Material basis.

4.6 HAUL PLACE AND COMPACT GRANULAR “M”

1. Granular “M” material will be supplied by the Municipality at Stanley Pit located at the end of Germain Drive. The contractor is responsible for loading, pick-up and delivery of material from the pit to work site. The material will be provided free for the purposes specified.
2. The unit of Measure is “In-Place.” (m³)
3. The intent of this item is to place and compact a uniform thickness of 50 to 100 mm throughout the entire proposed new roadway width.
4. A 0.5 to 1 m wide gravel shoulder, both sides, upon completion of asphalt, shall be placed with a shoulder spreader. Should the contractor wish to perform this activity in another fashion, it shall be approved by the CA 24 hours prior to granular placement.
5. The contractor is to provide 24-hour notice to the CA upon completion of Final Compaction. At that time, Compaction testing will be performed by the Municipality at no cost to the contractor. The results of the testing will be shared with the contractor and acceptance/remedial works will be discussed at that time.
6. Water for Dust Control and compaction to be included in this item. The municipality will not be providing a source for water.

4.7 SUPPLY PLACE AND COMPACT ASPHALT

1. Standard industry practices will be adhered to during placement of Super Pave 12.5 or HL4.
2. The use of a Material Transfer Vehicle (MTV) is required for Super Pave 12.5 or HL4
3. Tack-coat is required on all joints.

4. Sawcutting of joints at Construction limits is to be included in this item.
5. Temporary Centerline Tape shall be applied (yellow only) offset 0.3 m from finished centerline with the Contractor required to remove tape upon completion of permanent Line Marking.

4.8 ASPHALT DRIVEWAY RESTORATION (95 LOCATIONS)

Work included in this item involves the following:

1. Sawcut a clean vertical edge at 10 m from centerline at each driveway location.
2. Asphalt removal as required which is beyond main line paving limits.
3. Misc. Granular regrade as required (Municipality supplied material)
4. Supply and placement of 50 mm of HL3 Hot Mix Asphalt to limits as defined including radii to intersect paved shoulders.
5. Tack Coat all abutting surfaces.
6. Clean up and make good all shoulder/lawn area disturbed during construction.
7. Payment will be as per square meters performed.

4.9 INTERSECTION RESTORATION (2 LOCATION)

Work included in this item involves the following:

1. Sawcut a clean vertical edge at 10 m from centerline at each sideroad location.
2. Asphalt removal as required which is beyond main line paving limits.
3. Misc. granular regrade as required (Municipality supplied material).
4. Supply and placement of 50 mm of HL4 Hot Mix Asphalt to limits as defined including radii to intersect paved shoulder.
5. Tack Coat all abutting surfaces.
6. Clean up and make good all shoulder/lawn area disturbed during construction.
7. Payment will be as Square Meters performed.

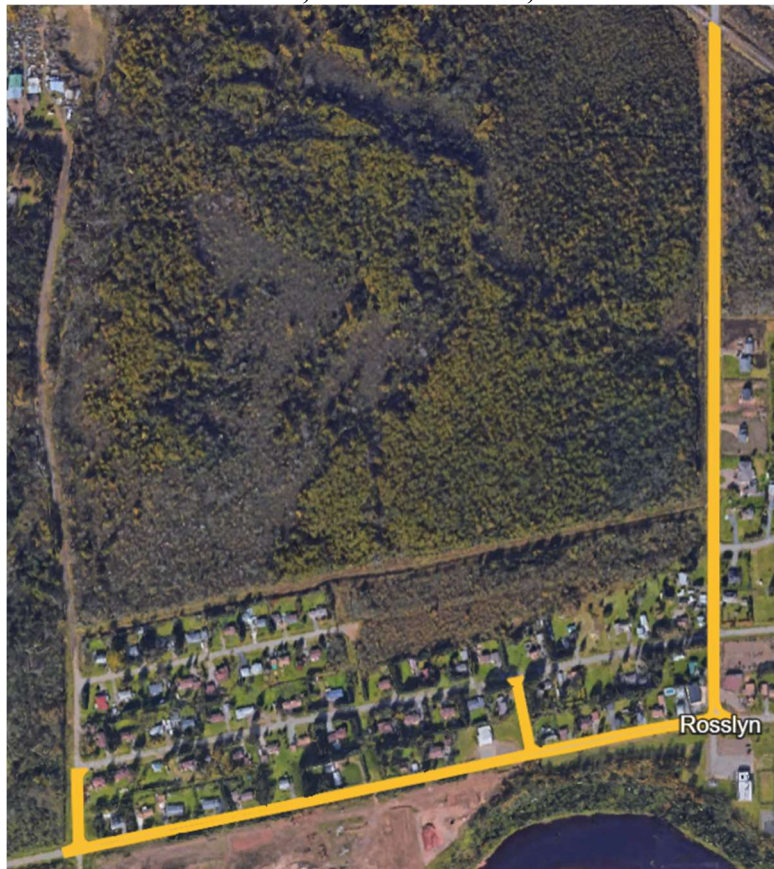
4.10 GENERAL SPECIAL PROVISIONS

1. Progress payments will be generated by the Contractor prior to invoicing.
2. Repair to damaged mailboxes or signs due to road construction will be the responsibility of the Contractor at no cost to the Municipality.
3. Traffic control to be in accordance with the latest edition of Ontario Traffic Manual's Book 7 (Temporary Conditions) and signage for contract included in items.
4. Dust control will be the responsibility of the contractor during the construction period. 24 hours per day if conditions warrant.
5. A map and drawings showing the location of roads is attached which also identifies the location of the Municipal Pits.
6. Any change orders to the work to be completed under this contract shall be approved in writing by the Chief Administrative Officer of the Municipality of Oliver Paipoonge upon recommendation by the Director of Operations.
7. The contractor is to make himself aware of the haul route to the project locations from the Municipal Pit. Hwy. 11/17 and Hwy 588 will be the route for hauling to Kakabeka Village. Hwy.11/17 to Vibert Road will be the hauling route for Vibert Road, Rosslyn Road, Elm Street and Ridler Drive.
8. Where a general term or condition is not explicitly stated in this tender document, the Ontario Provincial Standards for Roads and Public Works General Conditions of Contract dated November 2006 shall apply (copy available at www.oliverpaipoonge.on.ca/tenders).
9. The Contractor is required to always have an Onsite Supervisor during construction within the definition of a Competent Supervisor. This same person will be available for after-hours calls that may be required.
10. The hours of work on this project are from 7:00 am to 7:00 pm Monday to Saturday. Sunday work will not be permitted.
11. Permanent Line Marking will be the responsibility of the Municipality.

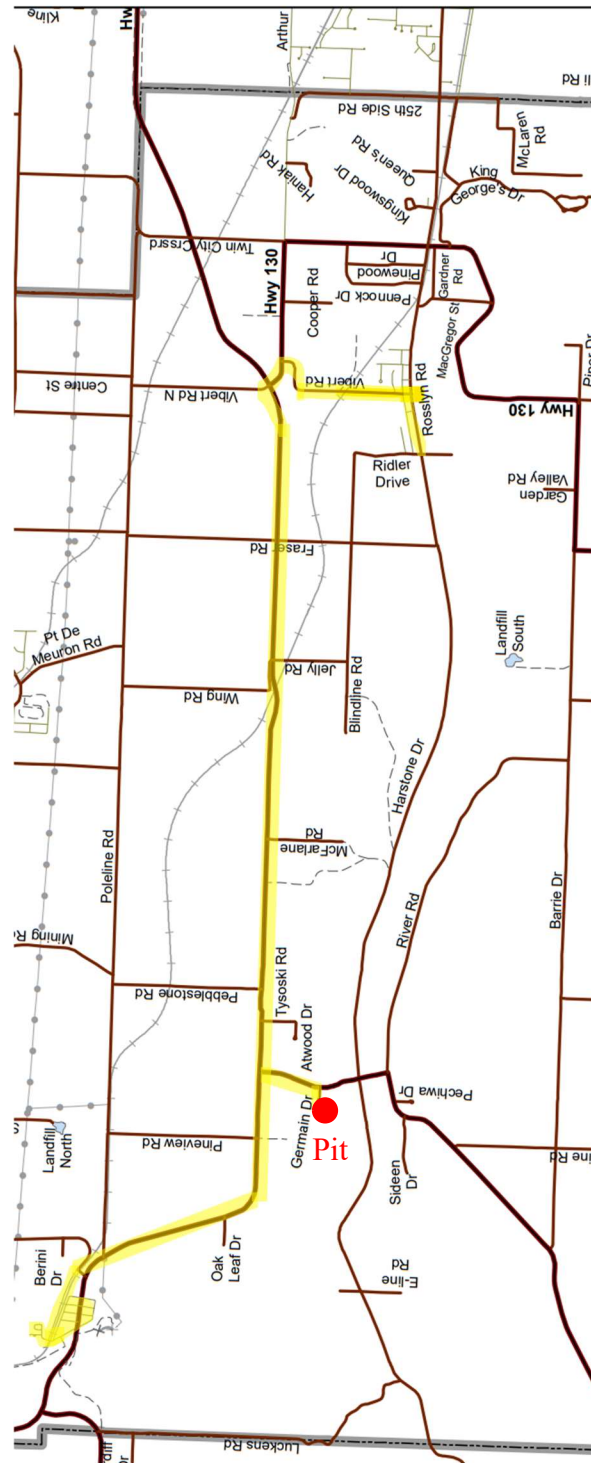
LOCATION OF WORK – KAKABEKA VILLAGE



LOCATION OF WORK – VIBERT ROAD, ROSSLYN ROAD, ELM STREET AND RIDLER DRIVE



PIT LOCATION



**SECTION 5
TENDERING STATEMENTS**

Statement ‘A’ – Bidder’s Experience in Similar Work

Statement ‘B’ – Bidder’s Senior Supervisory Staff

Statement ‘C’ – Bidder’s Construction Plant

Statement ‘D’ – Subcontractors and Suppliers

Statement ‘E’ – Schedule of Equivalents

STATEMENT 'A' – BIDDER'S EXPERIENCE IN SIMILAR WORK

<u>Year</u>	<u>Description of Contract</u>	<u>Municipality's Name</u>	<u>Value</u>

STATEMENT 'B' – BIDDER'S SENIOR SUPERVISORY STAFF

<u>Name</u>	<u>Appointment</u>	<u>Qualification & Experience</u>

STATEMENT 'C' – BIDDER'S CONSTRUCTION PLANT

STATEMENT ‘D’ – SUB-CONTRACTORS AND SUPPLIERS

The Bidder shall quote the name and address of each proposed sub-contractor or supplier. After the Tender has been accepted by the Municipality, the Contractor shall not be allowed to substitute other sub-contractors or suppliers in place of those named below without written approval of the Contract Administrator.

NOTE: Indicate “N/A” or “None” if you intend on performing all aspects of this Work.

<u>Sub-Trade Section or Equipment</u>	<u>Name and Address of Subcontractor or Supplier</u>

STATEMENT ‘E’ – SCHEDULE OF EQUIVALENTS

<u>Specified Article</u>	<u>Name of Submitted Equivalent</u>	<u>Catalogue No. etc. of Submitted Equivalent</u>	<u>Proposed Price Revision</u>

SECTION 6 - AGREEMENT TO BOND

Date: _____

[Name of Surety Company]

[Address]

Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn, Ontario, P7K 0B1

Ladies and Gentlemen:

Tender No.: _____

Should the Municipality of Oliver Paipoonge [hereinafter referred to as the “Municipality”] accept the Tender of and execute an Agreement with _____ [hereinafter referred to as the “Bidder”], we, the undersigned Surety Company, do hereby consent and agree to become bound to the Municipality as Surety for the Bidder in any of the following bonds, on the standard format of the Canadian Construction Association.

1. Performance Bond for an amount equal to 100% of the Total Tender Price.
2. Labour and Material Payment Bond for an amount equal to 50% of the Total Tender Price.

We, the undersigned Surety Company, agree to furnish the Municipality with the said Bonds within 7 days after written notification that the Municipality has requested the said Bond or Bonds. We hereby further declare that our Company is legally entitled to do business in the Province of Ontario.

Yours Truly,

[Name of Surety Company]

[Address]

[Seal]

NOTE: This agreement must be executed on behalf of the Surety Company by its authorized Officers under the Company’s corporate seal.

SECTION 7

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Proponent shall comply with the provisions of the Accessibility for *Ontarians with Disabilities Act, 2005*, and the Regulations there under with regard to the provision of its goods, services or facilities to persons with disabilities. The Proponent acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Municipality of Oliver Paipoonge must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

Prior to the commencement of any work the successful contractor/consultant shall furnish evidence of compliance with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff.

Agents or Consultants acting on behalf of the Municipality will incorporate accessibility criteria and features when developing specifications and/or procuring goods and services, except where it is not practical to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, an explanation shall be provided.

I have the authority to bind the contracting party and I verify that our company complies with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff.

Signature: _____

Title: _____

Date: _____

Please submit to the Municipality prior to beginning of any contract work for the Municipality.

**UNDERTAKING TO COMPLY WITH THE
MUNICIPALITY OF OLIVER PAIPOONGE'S
POLICY ON CONTRACTOR SAFETY**



Tender No. 04-2024

**SECTION 8
UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER
PAIPOONGE'S POLICY ON CONTRACTOR SAFETY**

Name of Contractor: _____ (the "Contractor")

Description of Contract: _____ (the "Contract")

Name of Authorized Representative
of the Contractor _____

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;
- (c) To comply with the Municipality of Oliver Paipoonge Contractor Safety Policy as set out in the Supplementary General Conditions.

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the Municipality of Oliver Paipoonge's (hereinafter the Corporation) discretion, lead to the termination of this Contract;
- (b) To permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.

**UNDERTAKING TO COMPLY WITH THE
MUNICIPALITY OF OLIVER PAIPOONGE'S
POLICY ON CONTRACTOR SAFETY**



Tender No. 04-2024

- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry(ies).
- (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.
- (b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

I/We have the authority to bind the Contractor.

[Date]

SIGNED, SEALED & DELIEVERED
In the presence of:

[Name of Contractor]

Per:

[Authorized Signature 1]

[Authorized Signature 2]

[Print Name]

[Print Name]

[Witness]

I, the undersigned witness, here by attest to the validity of the above signatures.

[Print Name]

**SECTION 9
ENVIRONMENTAL PROTECTION**

9.1 INTENT

This Section covers the work for the protection of the environment during construction.

The provisions of this Section are in addition to the provisions of other Sections of this Contract.

9.2 SITE WORKING AREAS

Confine operations to limits of the site working area shown on Drawings.

Provide access roads to the site working area and on the site in locations shown or otherwise acceptable to the Contract Administrator.

Install fencing suitable to the Municipality to clearly define the working limits to the site working area, haul routes, parking areas, access routes and maintenance areas to ensure all activity is confined to these areas.

9.3 CODES AND STANDARDS

The Contractor shall follow the “Environmental Construction Guidelines” for Municipal, Road, Sewage and Water Projects; 1987 by the Municipal Engineers Association. These Guidelines recommend construction procedures that are considered to be sound environmental practice for the following areas of concern:

- a) Construction Works Yard and Access Routes
- b) Equipment Fueling, Maintenance and Storage
- c) Mud, Dust and Particulate Control
- d) Noise and Vibration Control
- e) Drilling and Blasting
- f) Protection of Land Features and Vegetation
- g) Clearing Right-of-Way/Disposal of Excess Material
- h) Site Drainage and Erosion Control
- i) De-watering
- j) Water Crossings and Construction through Sensitive Areas
- k) Groundwater and Well
- l) Hydrostatic Testing and Disinfection
- m) Site Restoration

9.4 PERMITS

Prior to doing any work on a shoreline or in a water body the Contractor must first apply for and receive a work permit from the Ministry of Natural Resources.

9.5 CONSTRUCTION PRACTICES

Notwithstanding the above general concerns, the following environmental construction practices are specific to this Contract:

- a) No channel construction or work shall be carried out that will interfere with the migration of fish.
- b) Control measures shall be provided to prevent silt-laden water from entering natural watercourses.
- c) The velocity of discharge water shall be controlled to prevent unnecessary disturbance of natural watercourses.
- d) All equipment maintenance and refueling shall be carried out so as to prevent the entry of petroleum products into the ground or watercourses at all times.
- e) The Contractor shall ensure the immediate availability of the products with which to effect temporary repair to broken pipelines and other services so the spill or other emission of a pollutant is immediately controlled and stopped and to mitigate the damages.
- f) Maintain temporary erosion and pollution control features installed under this contract.
- g) Control noise emission from equipment and plant to local authorities' noise emission requirements.
- h) Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

9.6 ARCHAEOLOGY

During the performance of the work, have regard to the requirements of the Ontario Heritage Act, RSO 1980, Chapter 59, and the Cemeteries Act; RSO 1980, Chapter 337.

If any archaeological and historical resources are discovered during the performance of the work, the performance of the work in the area of the discovery is to halt. Notify the Ministry of Citizenship, Culture and Recreation, Archaeology & Heritage Planning Branch, for an assessment of the discovery. Do not resume work in the area of the discovery until cleared to do so by the Ministry.

If the Work is delayed by archaeological discoveries or the Contractor is required to assist in an archaeological investigation, compensation will be paid the Contractor in accordance with the General Conditions.

9.7 SITE RESTORATION

In general, the Contractor shall restore the site to conditions equal to or, if specified elsewhere, to a condition better than existing conditions.

The Contractor shall restore lands outside of the limits of the Work which are disturbed by the Work to their original condition.

9.8 SPILLS REPORTING

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission of who causes or permits it must forthwith notify:

- a) the Ministry of Environment (Tel. 1-800-268-6060);
- b) the municipality or the regional municipality within the boundaries of which the spill occurred;
- c) the Municipality of the pollutant, if known;
- d) the person having control of the pollutant, if known; and
- e) the Contract Administrator of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto.

9.9 CONTINGENCY PLAN

Prior to commencing construction, the Contractor shall prepare a contingency plan for the control and clean-up of a spill. The Contractor shall submit for the Contract Administrator's review and the review of other responsible Parties a copy of the Contingency Plan and make appropriate changes to it based on review comments received. The plans shall be reviewed at the pre-construction meeting. The contingency plan shall include:

- a) the names and the telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- b) the names and the telephone numbers of the representatives of the fire, the police and the health departments of the local municipalities who are responsible to respond to emergency situations;

- c) the names and the telephone numbers of the companies experienced in the control and cleanup of hazardous materials that would be called upon in an emergency involving a spill;
- d) the Contractor's proposal for the immediate containment and control of the spill, the cleanup procedures to be initiated immediately and any other action to be taken to mitigate the potential environmental damage while awaiting additional assistance; and
- e) the name and the office and home telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the contingency plan.

9.10 DISPOSAL OF WASTES

1. Fires and burning of rubbish on site are not permitted.
2. Do not bury rubbish and waste materials on site unless approved by the Contract Administrator.
3. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

9.11 SITE CLEARING AND PLANT PROTECTION

1. Protect trees and plants on site and adjacent properties where indicated.
2. Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
3. Minimize stripping of topsoil and vegetation.
4. Restrict tree removal to areas indicated or designated by Contract Administrator.

I/We have read and understood the above and agree to comply with the policy.

I/We have the authority to bind the Contractor.

[Date]

SIGNED, SEALED & DELIVERED
In the presence of:

[Name of Contractor]

Per:

[Authorized Signature 1]

[Authorized Signature 2]

[Print Name]

[Print Name]

I, the undersigned witness, here by attest to
the validity of the above signatures.

[Witness]

[Print Name]

THE MUNICIPALITY OF OLIVER PAIPOONGE

3250 Highway 130
 Rosslyn, ON, P7K 0B1
 Telephone: (807) 935-2613
 Fax: (807) 935-2161

REQUEST FOR BIDDER INFORMATION

Complete and fax or email this form if you are interested in submitting a response to a Tender/Proposal and have downloaded the tender/proposal document from the municipal website. This will help us keep you apprised of any addenda or updates that may be issued.

Fax: (807) 935-2161	Email: assetmanager@oliverpaipoonge.on.ca
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NOTE: It is the responsibility of the Bidder to check the Municipal Website for any addenda or updates prior to submitting a bid.

Tender No.	04-2024
Description of Tender	Kakabeka Falls Village Reconstruction
Business Name	
Contact Name	
Address	Street Number and Name:
	City:
	Postal Code:
Phone	
Fax	
Email Address	
Preferred method to receive addenda	Check one: <input type="checkbox"/> fax <input type="checkbox"/> e-mail

www.oliverpaipoonge.ca/tenders

See attached “RFT 04-2024 – Terms and Conditions”