



MUNICIPALITY OF **West Elgin**

THE MUNICIPALITY OF WEST ELGIN

**CONTRACT DOCUMENTS FOR TENDER
CONTRACT NO. WE-2024-01**

RODNEY WATER POLLUTION CONTROL PLANT UPGRADES

CLOSING DATE: 2:00:00 PM ON 2024-08-28

BIDS MUST BE RECEIVED BY EMAIL OR IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO THE ADDRESS NOTED BELOW. ALL ELECTRONIC SUBMISSIONS SHALL BE SENT TO CLERK@WESTELGIN.NET. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY THE TREASURER PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

**ATTN: MAGDA BADURA, TREASURER
MUNICIPALITY OF WEST ELGIN
22413 Hoskins Line, Box 490
Rodney, ON
N0L 2C0**



DATA SHEET FOR TENDERERS

Contract Name:	Rodney WPCP Upgrades
Tender Closing Date:	2:00 pm - 2024-08-28
Question Deadline:	2:00 pm - 2024-08-14
Owner:	The Municipality of West Elgin
Address:	22413 Hoskins Line, Box 490 Rodney, ON, N0L 2C0
Bid Deposit (amount):	\$400,000.00
Open for Acceptance:	120 days from Tender Closing
Bonding:	
Performance	50% of contract price, excluding H.S.T.
Labour and Material	50% of contract price, excluding H.S.T.
Maintenance Term:	12 months from Substantial Performance
Tentative Commencement Date:	October 2024
Completion Date:	February 2026
Liquidated Damages:	Office Supervision and Field Inspection, and Contract Administration Costs incurred by the Municipality, in addition to \$1,000.00 per working day
Date of <u>Mandatory</u> Pre-Tender Meeting:	2024-07-16 at 10:00 am : Rodney WPCP located at 22590 Pioneer Line, Rodney, ON



TENDERER'S CHECK LIST

1. Have you attended the Mandatory Pre-Tender meeting?
2. Have you complied with the "Requirements at Time of Tendering" - Clause 9, Information for Tenderers?
3. Have you submitted the following:
 - (a) Bid Deposit as specified.
 - (b) Form of Tender - original signature in ink
 - (c) Letter of Agreement to Bond / Letter of Guarantee
4. Have you acknowledged the number of Addenda received, in the appropriate space provided on FT-1, included the information contained therein in your Total Contract Price?

FAILURE TO COMPLY WITH THE REQUIREMENTS AT TIME OF TENDERING SHALL RESULT IN THE TENDER BEING REJECTED. THE TENDER MAY ALSO BE REJECTED IN ACCORDANCE WITH CLAUSE 12 -INFORMATION FOR TENDERERS – INFORMAL OR UNBALANCED TENDERS.



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SECTION 1 – FORM OF TENDER



FORM OF TENDER

Tenderer's business name _____

Type of business: Proprietorship Corporation Partnership (place checkmark in appropriate box)

Business address _____

H.S.T. Number _____

Clause No.

1. The Tenderer has carefully examined the locality and site of the proposed works, as well as the Contract Documents related to the works, including the Tender, The OPS General Conditions of Contract, Supplementary Conditions, Special Provisions, Ontario Provincial Standards for Roads and Public Works, Volumes 1 - 4 inclusive and Volumes 7 and 8, Form of Tender, Articles of Agreement, Contract Drawings, Specifications, and Addenda No. _____ to _____ inclusive*, relating to the said Contract(s).

2. The Tenderer hereby accepts and agrees that the items referred to in (1.) above form part of the Contract(s)

3. The Tenderer hereby submits their Tender and offers to enter into a Contract(s) to construct all that is set out in the Contract Documents on the Terms and Conditions and under the provisions set out or called for in the Contract Documents for the Lump Sum Price of _____ excluding HST, being made up as shown in the Schedule of Items and Prices - Form of Tender.

** The Tenderer will insert here the number of the Addenda received by him during the tendering period and taken into account by him in preparing his Tender **FAILURE TO ACKNOWLEDGE ALL ISSUED ADDENDA SHALL RESULT IN THE TENDER BEING REJECTED.***

4. Enclosed with the Tender is a bid deposit in the amount of _____ .

5. The Tenderer proposes _____
(name of Bonding Company)

which is willing to become bound with the Tenderer in accordance with Clause 20 - Information for Tenderers.



6. If awarded the Contract, the Tenderer agrees to substantially complete the work within **the schedule outlined Data Sheet for Tenderers**. The Tenderer agrees to execute the contract and to provide the documents required in Clause 13 of the Information for Tenderers within 7 days after being notified in writing to do so by the Municipality. In the event of default or failure on the Tenderer's part, to execute the contract, the Tenderer agrees that the Municipality shall be at liberty to retain the money deposited by the Tenderer to the use of the Municipality and to accept the next lowest or any other tender, or to advertise for new tenders, or to carry out the works in any other way it may deem best and the Tenderer further agrees to pay to the Municipality the difference between the amount of this tender and any greater sum which the Municipality may expend or incur by reason of such default or failure, or by reason of such action on the part of the Municipality, including the cost of advertisement for new tenders and to indemnify and save harmless the Municipality and its officers and servants from all loss, damage, cost, charges, and expenses which it or they may suffer or be put to by reason of any such default or failure.

7. The Tenderer declares that:

- (a) No person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made.
- (b) This Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.
- (c) No appointed officer or employee of the Municipality of West Elgin is, will be, or has become interested, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in the Tender or in the proposed contract or in any portion of the profits thereof, or of any supplies to be used therein, or in any of the moneys to be derived therefrom.
- (d) The several matters stated in the Form of Tender are in all respects true.

8. Tenderer acknowledges that a review of the documents listed in the Information for Tenderers has been undertaken.

Dated at _____ this _____ day of _____, 20_____.

Tenderer's Business Name: _____

Person authorized to bind tenderer:

_____ : _____
 (print name) (signature)

Person's position with tenderer:

Witness:

_____ : _____
 (print name) (signature)



SCHEDULE OF ITEMS AND PRICES

ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 1: General Requirements						
1.01	N/A	Bonding and Insurance	1	LS	\$	\$
1.02	01000	Mobilization and Demobilization	1	LS	\$	\$
1.03	01050	Pre and Post Construction Surveys	1	LS	\$	\$
1.04	01500	Temporary Facilities and Controls	1	LS	\$	\$
1.05	01510	Temporary Scaffolding	1	LS	\$	\$
1.06	01561	Environmental Protection and Control	1	LS	\$	\$
1.07	01580	Project Sign Boards	1	LS	\$	\$
1.08	01650	Commissioning of the Work	1	LS	\$	\$
1.09	01700	Contract Closeout	1	LS	\$	\$
1.10	01040, 01500	Traffic Control	1	LS	\$	\$
1.11		All other Division 1 Items	1	LS	\$	\$
Division 1: General Requirements					Subtotal	\$
Division 2: Site Work						
2.01	02000	General Requirements	1	LS	\$	\$
2.02	02050	Removal of Screen System, Enclosure, and Associated Equipment	1	LS	\$	\$
2.03	02050	Removal of Secondary Clarifier Mechanism, Cover, and Associated Equipment	1	LS	\$	\$
2.04	02050	Removal of Alum Tank, Piping, and Associated Appurtenances	1	LS	\$	\$



**THE MUNICIPALITY OF WEST ELGIN
TENDER DOCUMENTS**

**RODNEY WPCP UPGRADES
INFORMATION FOR TENDERERS**

ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2.05	02050	Removal of Mechanical Surface Aerators	1	LS	\$	\$
2.06	02050	Removal of Baffles in Aeration Tanks	1	LS	\$	\$
2.07	02050	Removal of Decant Piping and Associated Appurtenances	1	LS	\$	\$
2.08	02050	Openings for Doors, Entry Walls, Equipment, Louvres, Piping, etc.	1	LS	\$	\$
2.09	02100	Removal of Topsoil and Grass	1	LS	\$	\$
2.10	02100	Removal of Sludge and Debris from Clarifier	1	LS	\$	\$
2.11	02100	Removal of Sludge and Debris from Aeration Tanks	1	LS	\$	\$
2.12	02220, 02221	Backfill and Excavation	1	LS	\$	\$
2.13	02480	Landscaping	1	LS	\$	\$
2.14	02600	Yard Piping – Decant System	1	LS	\$	\$
2.15	02600	Yard Piping – Effluent Piping	1	LS	\$	\$
2.16		All other Division 2 Items	1	LS	\$	\$
Division 2: Site Works					Subtotal	\$
Division 3: Concrete						
3.01	03000	General Requirements	1	LS	\$	\$
3.02	03300	Cast-in-Place Concrete (housekeeping pads, repairs, piers, etc.)	1	LS	\$	\$
3.03	03300	Concrete Wall Height Extensions	1	LS	\$	\$
3.04	03300	Cellular Grout Infills	1	LS	\$	\$
3.05	03300	Concrete Infills, concrete cutting and finishing	1	LS	\$	\$



ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3.06		All other Division 3 Items	1	LS	\$	\$
Division 3: Concrete					Subtotal	\$
Division 4: Masonry						
4.01	04000	General Requirements	1	LS	\$	\$
4.02	04050, 04100, 04200	Concrete Masonry Unit – 190 mm	1	LS	\$	\$
4.03	04050, 04100, 04200	Concrete Masonry, Concrete Wall repairs	1	LS	\$	\$
4.04		All other Division 4 Items	1	LS	\$	\$
Division 4: Masonry					Subtotal	\$
Division 5: Metals						
5.01	05000	General Requirements	1	LS	\$	\$
5.02	05120	Structural Steel (lintels, scum troughs, etc.)	1	LS	\$	\$
5.03	05310	Composite Steel Deck	1	LS	\$	\$
5.04	05512, 05516, 05521	Guardrails, Ladders, Aluminum Stairs	1	LS	\$	\$
5.05	05331	Grating	1	LS	\$	\$
5.06	05561	Galvanized Checkered Plate	1	LS	\$	\$
5.07		Building Enclosure	1	LS	\$	\$
5.08		All other Division 5 items	1	LS	\$	\$
Division 5: Metals					Subtotal	\$



ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 6: Wood, Plastics & Composites						
6.01	06000	General Requirements	1	LS	\$	\$
6.02	06101	Rough Carpentry – Headworks Building	1	LS	\$	\$
6.03	06200	Finish Carpentry – Headworks Building	1	LS	\$	\$
6.04	06200	Finish Carpentry – Control Building	1	LS	\$	\$
6.05	06470	Plastic Laminate Finish – Headworks Building	1	LS	\$	\$
6.06		All Other Division 6 Items	1	LS	\$	\$
Division 6: Wood, Plastics & Composites					Subtotal	\$
Division 7: Thermal & Moisture Protection						
7.01	07000	General Requirements	1	LS	\$	\$
7.02	07195	Air Vapour Barrier	1	LS	\$	\$
7.03	07200	Building Insulation	1	LS	\$	\$
7.04	07535	SBS Modified Bituminous Membrane Roofing	1	LS	\$	\$
7.05	07620	Metal Flashing and Trim – Walls	1	LS	\$	\$
7.06	07840	Firestopping	1	LS	\$	\$
7.07	07920	Sealants	1	LS	\$	\$
7.08		All other Division 7 Items	1	LS	\$	\$
Division 7: Thermal & Moisture Protection					Subtotal	\$
Division 8 – Doors and Windows						
8.01	08000	General Requirements	1	LS	\$	\$



ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
8.02	08110, 08710	Hollow Metal Doors – Double Exterior (hardware inclusive)	1	LS	\$	\$
8.03		All other Division 8 Items	1	LS	\$	\$
Division 8: Doors and Windows					Subtotal	\$
Division 9: Finishes						
9.01	09000	General Requirements	1	LS	\$	\$
9.02	09790	Chemical Resistant Wall and Floor Treatment	1	LS	\$	\$
9.03	09900	Painting Protective Coating – Walls	1	LS	\$	\$
9.04	09900	Painting Protective Coating – Doors	1	LS	\$	\$
9.05		All other Division 9 Items	1	LS	\$	\$
Division 9: Finishes					Subtotal	\$
Division 10: Specialties						
10.01	10000	General Requirements	1	LS	\$	\$
10.02	10210	Architectural Louvres	1	LS	\$	\$
10.03		All other Division 10 Items	1	LS	\$	\$
Division 10: Specialties					Subtotal	\$
Division 11: Equipment						
11.01	11000	General Requirements	1	LS	\$	\$
11.02	11005	Electric Motors	1	LS	\$	\$
11.03	11007	Electric Actuator	1	LS	\$	\$



ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
11.04	11246	Alum Chemical FRP Tank – Field Erected and Associated Piping and Appurtenances	1	LS	\$	\$
11.05	11315	Submersible Pump, piping, valves and associated accessories	1	LS	\$	\$
11.06	11332	Spiral Screen System, Piping, Valves, Davit, Control Panel and Associated Equipment	1	LS	\$	\$
11.07	11350	Circular Clarifier Mechanism, RAS Piping, and Associated Appurtenances	1	LS	\$	\$
11.08	11370	Positive Displacement Blowers (3) with acoustic enclosure, VFDs, and associated equipment	1	LS	\$	\$
11.09	11376	Aeration Diffusers and Associated piping, Supports, and appurtenances	1	LS	\$	\$
11.10	11995	FRP Enclosure, doors, louvres, and associated equipment	1	LS	\$	\$
11.11		All other Division 11 Items	1	LS	\$	\$
Division 11: Equipment					Subtotal	\$
Division 13: Controls and Instrumentation						
13.01	13000	General Requirements	1	LS	\$	\$
13.02	13322, 13323	ROD2 PLC Panel Modifications	1	LS	\$	\$
13.03	13324	ROD2 PLC Re-Programming	1	LS	\$	\$
13.04	13329	SCADA System Program Modifications	1	LS	\$	\$
13.05	13341	Pressure Gauge	1	LS	\$	\$
13.05	13343	Hydrostatic Pressure Transmitter	1	LS	\$	\$
13.06	13343	Pressure Transmitter	1	LS	\$	\$



ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
13.07	13362	Float Switch	1	LS	\$	\$
13.08	13381	Dissolved Oxygen Analyzer	1	LS	\$	\$
13.09		All other Division 13 Items	1	LS	\$	\$
Division 13: Controls and Instrumentation					Subtotal	\$
Division 15: Mechanical						
15.01	15000	General Requirements	1	LS	\$	\$
15.02	15060	Pipe and Fittings	1	LS	\$	\$
15.03	15063	Copper Pipe	1	LS	\$	\$
15.04	15065	PVC Schedule Pipe	1	LS	\$	\$
15.05	15065	PVC Chemical Pipe – Alum Pipe	1	LS	\$	\$
15.06	15066	Stainless Steel – Effluent Water Piping	1	LS	\$	\$
15.07	15066	Stainless Steel Pipe - Aeration Piping	1	LS	\$	\$
15.08	15073	Refrigerant Copper Tubing and Fittings	1	LS	\$	\$
15.09	15100	Process and Service Valves – Ball Valves	1	LS	\$	\$
15.10	15100	Process and Service Valves – Check Valves	1	LS	\$	\$
15.11	15100	Process and Service Valves – Butterfly Valves	1	LS	\$	\$
15.12	15100	Process and Service Valves – Globe Valves	1	LS	\$	\$
15.13	15100	Process and Service Valves – Gate Valve	1	LS	\$	\$
15.14	15260	Pipe Insulation	1	LS	\$	\$
15.15	15270	Duct Insulation	1	LS	\$	\$



ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
15.16	15304	Portable Fire Extinguisher	1	LS	\$	\$
15.17	15400	Plumbing and Drainage	1	LS	\$	\$
15.18	15424	Domestic Water Heater	1	LS	\$	\$
15.19	15450	Plumbing Fixtures	1	LS	\$	\$
15.20	15670	Ductless Split HVAC Systems	1	LS	\$	\$
15.21	15801	Ductwork Low Pressure to 500 Pa	1	LS	\$	\$
15.22	15820	Duct Accessories	1	LS	\$	\$
15.23	15825	Balancing dampers	1	LS	\$	\$
15.24	15830	Electric Heating Devices	1	LS	\$	\$
15.25	15860	Fans and Intake Hoods	1	LS	\$	\$
15.26	15900	Building System Control	1	LS	\$	\$
15.27	15990	Air Balancing	1	LS	\$	\$
15.28		All other Division 15 Items	1	LS	\$	\$
Division 15: Mechanical					Subtotal	\$
Division 16: Electrical						
16.01	16000	General Requirements	1	LS	\$	\$
16.02	16106, 16107	Installation of cables in Trenches, Direct Buried Underground Cable Duct	1	LS	\$	\$
16.03	16111	Conduit, Conduit Fastenings, Conduit Fittings	1	LS	\$	\$
16.04	16122	Wires and Cables 0-1000V	1	LS	\$	\$



**THE MUNICIPALITY OF WEST ELGIN
TENDER DOCUMENTS**

**RODNEY WPCP UPGRADES
INFORMATION FOR TENDERERS**

ITEM	SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
16.05	16131, 16151, 16191	Junction and Pull Boxes, Wiring and Box Connectors, Fastenings and Supports	1	LS	\$	\$
16.06	16141	Wiring Devices	1	LS	\$	\$
16.07	16440	Disconnect Switches	1	LS	\$	\$
16.08	16450	Grounding Secondary	1	LS	\$	\$
16.09	16461	Dry Type Transformers	1	LS	\$	\$
16.10	16471	Panelboards Breaker Type	1	LS	\$	\$
16.11	16477	Molded Case Breakers	1	LS	\$	\$
16.12	16505, 16536	Lighting Equipment, Emergency Lighting	1	LS	\$	\$
16.13	16811, 16485	Motor Starters, Contractors	1	LS	\$	\$
16.14	16816	AC Variable Frequency Drives	1	LS	\$	\$
16.15	16825	Control Devices	1	LS	\$	\$
16.16	16850	Heat Tracing System	1	LS	\$	\$
16.17		All other Division 16 Items	1	LS	\$	\$
Division 16: Electrical					Subtotal	\$
Contingency						
17.01		Contingency	1	LS	\$400,000	\$400,000
Contingency					Subtotal	\$400,000
TOTAL						\$

Note: All prices are stated in Canadian funds. Prices are inclusive of customs, duty and freight.

HST Registration Number: _____.



S U M M A R Y

A – Division 1: General Requirements Subtotal	\$	_____
A – Division 2: General Requirements Subtotal	\$	_____
A – Division 3: General Requirements Subtotal	\$	_____
A – Division 4: General Requirements Subtotal	\$	_____
A – Division 5: General Requirements Subtotal	\$	_____
A – Division 6: General Requirements Subtotal	\$	_____
A – Division 7: General Requirements Subtotal	\$	_____
A – Division 8: General Requirements Subtotal	\$	_____
A – Division 9: General Requirements Subtotal	\$	_____
A – Division 10: General Requirements Subtotal	\$	_____
A – Division 11: General Requirements Subtotal	\$	_____
A – Division 13: General Requirements Subtotal	\$	_____
A – Division 15: General Requirements Subtotal	\$	_____
A – Division 16: General Requirements Subtotal	\$	_____
A – Subtotal of Divisional Specifications	\$	_____
 B - Contingency Allowance	\$	400,000.00
 SUB-TOTAL – Base Price (A + B)	\$	=====
 Applicable H.S.T	\$	_____
 TOTAL CONTRACT PRICE (CDN) ([A + B] + HST)	\$	=====



SECTION 2 – INFORMATION FOR TENDERERS



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1. GENERAL

SEALED TENDERS will be received by the Treasurer, 22413 Hoskins Line, Box 490, Rodney, ON, N0L 2C0 for the completion of

Project: Rodney Water Pollution Control Plant Upgrades

Tender Number: 215817

Tenders shall be submitted in an envelope provided by the Contractor or sent by email not later than 2:00:00 pm (local time)

On 2024-08-28

All electronic submissions shall be sent to clerk@westelgin.net. It is the tenderer's responsibility to confirm receipt of their submission.

Conditions relating to tendering as prescribed in the Tender Documents must be complied with. The lowest or any Tender shall not necessarily be accepted.

All index and reference numbers in the Tender Documents are given for the convenience of the Contractor and such must be taken only as a general guide to the items referred. It must not be assumed that such numbering is the only reference to each item, but the Tender Documents must be read in detail for each item.

Tenders received by the Treasurer later than the specified closing time will be returned unopened to the Tenderer.

2. CONTRACT ADMINISTRATOR

Name R.V. Anderson Associates Limited

Address 557 Southdale Road East, Suite 200, London, ON N6E 1A2

Contact Person Chris Paslawski

Email Address cpaslawski@rvanderson.com

Telephone Number 519-681-9916 ext. 5049



3. TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS

- a) Each bidder must review all tender documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein 2 weeks prior to tender closing not including Saturdays, Sundays and Statutory Holidays. Any such request must be submitted to the Contract Administrator in writing, prior to **2024-08-14**. **Directing inquiries to other than the Contract Administrator may result in your submission being rejected.**
- b) Where a request results in a change or a clarification to the tender, the Contract Administrator will prepare and issue an Addendum to this tender which will be posted on the Municipality's website. **With the exception of an Addendum delaying the closing or cancelling of this Tender**, NO Addendum will be issued within the twenty-four (24) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays. Bidders that have submitted bids prior to the date and time cut-off for Addenda issuance are solely responsible to monitor the link provided by R.V. Anderson Associates Limited for further Addendum and are therefore also solely responsible for submitting complete new bids acknowledging any said Addendum prior to the closing date and time of the bid solicitation.

FAILURE TO ACKNOWLEDGE ALL ISSUED ADDENDA SHALL RESULT IN THE TENDER BEING REJECTED.

The Municipality will not be responsible for any verbal instruction given to the Contractor during the tendering period.

4. PRICES SUBMITTED

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

5. ALLOWANCE FOR CERTAIN ITEMS

No provision has been made in the Form of Tender to allow for certain items. A partial list of such items may include the Contractor's site offices; stores and conveniences; maintenance of flow and traffic, barricades, signs, flag person, etc.; insurance; watchman, permits and approvals (other than those to be paid for by the Municipality); items required by the Drawings or Specifications but which have been omitted from the Schedule of Items and Prices and other items required by the Contract, but not specifically related to or covered by the other items in the Schedule of Items and Prices. Payment for such items shall be in accordance with paragraph 02) of Ontario Provincial Standards General Conditions of Contract Clause GC8.02.01 PRICE FOR WORK.

6. INSURANCE

Prior to the commencement of any work, the Contractor must furnish to the Municipality, at the Contractor's expense, certificate(s) of insurance satisfactory to the Municipality, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Municipality may require the Contractor to provide a certified copy of the policy. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Contract.

All insurance policies of the Contractor shall be underwritten by an insurer licensed to conduct business in the



Province of Ontario and shall include a waiver of subrogation against the Municipality of West Elgin, its and their respective successors, assigns, elected officials, directors, officers, agents, and employees.

The insurance certificates shall also list R.V. Anderson Associates Limited as an additional insured on the policy.

The certificate(s) for the coverage and amounts listed below to be provided:

- (a) \$1 million – Automobile Policy
- (b) \$2 million – Commercial General Liability
- (c) \$2 million – Environmental Liability / Contractor Pollution Liability (CPL)
- (d) Project Cost – Builder’s Risk

The Commercial General Liability policy shall contain:

- A “Cross Liability” clause or endorsement;
- An endorsement certifying that the Municipality of West Elgin and R.V. Anderson Associates Limited are added as additional insured;
- An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty days prior written notice to the Municipality of West Elgin;
- Non-owned automobile coverage with a limit of at least \$1 million, including contractual non-owned coverage;
- Products and complete operations coverage.

The Environmental Liability/Contractor Pollution Liability (CPL) shall include Sudden and Accidental coverage; and Gradual Release coverage (if applicable to the work). The gradual release coverage shall continue for an additional twelve (12) months following substantial completion of the contract.

The Environmental Liability/Contractor Pollution Liability policy shall cover the work and services described in this agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit.

The Contractor shall maintain and pay for a Builder’s All Risk Policy satisfactory to the Municipality in the joint names of the Municipality of West Elgin and the Contractor, in the amount of 100 percent of the total value of the Contract. All monies paid under such insurance shall be received by the Municipality, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged or destroyed according to the appropriate Manager or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the Contract. The Builder’s All Risks Policy shall remain in the custody of the Municipality and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the Municipality.



7. DECLARATION - WORKERS' COMPENSATION/CORPORATION TAX ACT (WD-1)

At the time of execution of the Contract and prior to receiving payment for substantial and total performance of the work, the successful Tenderer shall submit a Declaration stating that he has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board, and that the successful Tenderer has paid all taxes and/or penalties imposed on it by the Corporation Tax Act of the Province of Ontario.

8. WORKPLACE SAFETY AND INSURANCE BOARD

At the time of execution of the Contract, the successful Tenderer shall furnish the Corporation with a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful Tenderer shall further maintain that good standing throughout the contract period.

In addition, the successful Tenderer will also be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board throughout the Contract, including all payment certificates. If the Tenderer fails to pay the required assessment or compensation, the Municipality may pay such assessments or compensation to the Workplace Safety and Insurance Board and deduct such amounts from the Contractor.

9. REQUIREMENTS AT TIME OF TENDERING

Failure of the Tenderer to comply with any of the following shall result in the Tender being rejected

- (a) The Tenderer shall submit an **original** signed in ink bid deposit with their Tender.
- (b) The Tenderer shall submit the Form of Tender issued by the Contract Administrator.
- (c) The Tenderer's business name shall be inserted in at least one of the two spaces provided in the Form of Tender.
- (d) The original signature in ink of the person authorized to bind the Tenderer shall be inserted in the space provided in the Form of Tender. No photocopies, facsimiles, or digital signatures will be accepted.
- (e) An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement/Letter of Guarantee from a bonding agency licensed to operate in the Province of Ontario must be included with the bid confirming that if the bidder is successful, the necessary guarantee will be issued as spelled out in Clause 13.

Letters of Agreement submitted must bear an original signature of the issuer and the bidder. PHOTOCOPIES, DIGITAL SIGNATURES OR FAXED COPIES OF LETTERS OF AGREEMENT/LETTERS OF GUARANTEE WILL RESULT IN THE BID BEING REJECTED.

- (f) The Tenderer shall not apply any conditions whatsoever to the Total Contract Price.



10. TENDER OPEN FOR ACCEPTANCE

The Tenderer shall keep his Tender open for acceptance and irrevocable until 60 days have elapsed from the closing date of the Tender, or a formal contract is executed based on a Tender other than this one.

11. NOTIFICATION OF CONTRACT AWARD

The awarding of the Contract, based on this Tender, shall constitute and be an acceptance of this Tender, and the Municipality shall notify the successful tenderer of the contract award.

12. INFORMAL OR UNBALANCED TENDERS

In addition to those errors in the Tender that shall result in the Tender being rejected, as indicated in Clause 9 "REQUIREMENTS AT TIME OF TENDERING", Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the Municipality, may be rejected as informal.

All blanks must be legibly and properly filled in. Should any uncertainty arise as to the proper manner of doing so, the required information will, upon request, be given by the Contract Administrator.

Tenderers who have submitted Tenders which have been rejected by the Municipality because of informalities will be notified of the reasons for rejection. When checking Tenders, the following procedures shall be used:

- (a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- (b) If both the unit price and the total price are left blank, then both shall be considered as zero.
- (c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- (d) If the total price is left blank for a lump sum item, it shall be considered as zero.
- (e) If the Tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected and the corrected total contract price shall govern.

13. REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the Contract by the Municipality, the Tenderer is required to submit the following documentation in a form satisfactory to the Municipality for execution within seven (7) days after being notified in writing to do so by the Municipality.

- (a) Executed Bonds
 - i) The Municipality of West Elgin, Performance Bond
 - ii) The Municipality of West Elgin, Labour and Material
- (b) Executed Agreement
 - i) The Municipality of West Elgin, Form of Agreement
- (c) Insurance
 - i) The Municipality of West Elgin, Certificate of Insurance



- (d) Declaration
 - i) Workers' Compensation
 - ii) Corporation Tax Act
- (e) Workplace Safety and Insurance Board - Certificate of Clearance
- (f) Ontario RSO 1990 C.IO Occupational Health and Safety Act & Regulations
- (g) Verification of Registration as Contractor (with Ministry Of Labour)
Note: only required once for the Owner's files
- i) Confined Space Policy

14. WITHDRAWAL OF TENDERS

A Tenderer who has submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.

A Tenderer may withdraw his Tender at any time up to the official closing time by letter bearing the signature of any person authorized by the Tenderer.

All withdrawn or superseded Tenders will be returned unopened.

15. ABILITY AND EXPERIENCE OF TENDERERS

No Tender will be considered from any Tenderer unless known to be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. In order to aid the Municipality in determining the ability of any Tenderer, the Tenderer shall, within 48 hours after being requested in writing by the Contract Administrator, furnish evidence satisfactory to the Municipality of the Tenderer's experience and familiarity with work of the character specified and his financial ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may, without being limited thereto, include the following:

- (a) The Tenderer's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the owner, date built and construction cost.
- (b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
- (c) An itemized list of the Tenderer's equipment available for use on the proposed Contract.
- (d) A listing of the major parts of the work which are proposed to be sublet.
- (e) The Tenderer's latest financial statement.
- (f) Evidence that the Tenderer is licensed to do business in the Province of Ontario, in the case of a corporation organized under the laws of any other Province or Country.



16. EXCLUSION OF TENDERERS IN LITIGATION

The Municipality may, in its absolute discretion, reject a Tender or Proposal submitted by the Tenderer if the Tenderer, or any officer or managing director of the Tenderer is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Municipality, its elected or appointed officers and employees in relation to:

- i. Any other contract or services; or
- ii. Any matter arising from the Municipality's exercise of its powers, duties, or functions.

In determining whether or not to reject a quotation, tender or proposal under this clause, the Municipality will consider whether the litigation is likely to affect the Tenderers ability to work with the Municipality, its consultants and representatives, and whether the Municipality's experience with the Tenderer indicates that the Municipality is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Tenderer.

17. SINGLE TENDER

A single tender may be opened, and the Municipality reserves the right to accept or reject it.

18. BID DEPOSIT WITH TENDER

Tenders must be accompanied by an original bid deposit in the form of a sealed and signed Bid Bond, irrevocable Letter of Credit, Certified Cheque, or Canadian Currency (PHOTOCOPIES OR FAXED COPIES OF BID BONDS WILL RESULT IN THE BID BEING REJECTED).

Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same guarantee surety company supplying the Performance and Labour and Material Bonds for this Contract. Should the Tenderer withdraw his tender before 60 days have elapsed from the closing date of the Tender, or a formal Contract is executed, based on a tender other than this one, or fail to comply with any or all the requirements at the time of execution, the Municipality shall be at liberty to retain the money deposited by the Tenderer to the use of the said Municipality as liquidated damages, and to accept any other Tender or advertise for new Tenders, or carry out the work in any other way as the said Municipality may in its sole discretion deem best; the Tenderer also agrees to pay to the said Municipality the difference between the price or prices set out in this Tender and any greater sum or sums which the said Municipality may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new Tenders, and fully to indemnify and save harmless the said Municipality and/or its officers, agents, or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur or be put to by reason of any such default or failure.

Bid deposits will be returned to Tenderers upon award of the Tender by the Municipality's Council except for that of the successful Tenderer and the next lowest Tenderer who will have their bid deposits returned upon execution of the Contract Document by the Municipality.

19. BONDS

The Tenderer shall, on or before the execution of the Contract, produce and file with the Treasurer, the following bonds:

(a) a bond in the amount of 50% of the total contract price, excluding H.S.T., guaranteeing the full and faithful performance of the work, including maintenance of the works for the stipulated period and the obligation to indemnify and save harmless the said Municipality, as in the Form of Contract.

(b) a bond in the amount of 50% of the total contract price, excluding H.S.T., guaranteeing payment for



labour and materials.

20. PRECONSTRUCTION REQUIREMENTS

The following documents are required for review and or approval prior to any construction related activities:

- Construction Schedule; submitted to Construction Administration at least 14 days prior to preconstruction meeting
- List of sub-contractors; (Including Health & Safety Acknowledgements);
- Site access plan;
- Workplan for long lead time items;
- Clarifier and Headworks bypass plan; and
- MECP, ESA, and any other applicable permits required for the completion of the work.

21. BYPASS AND GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring including dewatering wet wells and level transmitters are required prior to the works in the clarifier and aeration tanks. Replacing the clarifier mechanism requires the clarifier to be taken offline. A temporary bypass will be required for the duration of the work. The lagoon has been dredged to allow for three-months of plant bypass flow.

A temporary bypass will also be required for the replacement of the headworks building. The clarifier and headworks upgrades are to be completed within the three-month bypass period.

22. HARMONIZED SALES TAX

Harmonized Sales Tax applies to all goods and services purchased by the Municipality of West Elgin. H.S.T. is calculated, at the applicable tax rate, on these purchases and is payable by the Municipality 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 Municipality of West Elgin and remit as required by legislation. Tenderers must supply the Municipality of West Elgin with their H.S.T. registration number.

The total contract price shall be inclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Tenderer unless otherwise provided by statute. The estimated amount of Harmonized Sales Tax must be disclosed separately on the Form of Tender.



SECTION 3 – SPECIAL PROVISIONS



1. Ontario Provincial Standards and Specifications (OPSS)

The Ontario Provincial Standards General Conditions of Contract (OPS-GC), the Ontario Provincial Standard Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) shall form an integral part of these tender and contract documents.

In the OPS General Conditions of Contract Form, wherever the words “Ministry of Transportation” appear, they shall be taken to mean “The Municipality of West Elgin.”

These standard documents are not physically included with these documents for tendering purposes. Copies of the OPS documents are available at:

www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage

2. Substantial Completion

The Contractor is advised that the project is subject to a grant from the Ontario Communities Infrastructure Fund (OCIF). In order to meet the funding and the Municipalities objectives, the following milestones shall be met by the Contractor:

- **Substantial Completion: December 2025**
- **Final Completion: February 2026**

Should the Contractor fail to meet either of these milestones, the Contractor agrees to pay the Municipality Liquidated Damages in accordance with the Liquidated Damages clause in this Special Provisions document.

In the Bid price, each Bidder shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the Contract in the Daily Commercial News or a commercial publication within seven days of receipt of the said certificate, if applicable, in order to facilitate the release of any holdbacks under the substantial performance certificate, if applicable.

3. Contractor's Schedule

The Successful Bidder shall be required, within a period of **seven (7)** calendar days after receiving notice that it is the Successful Bidder, to submit to the Engineer for approval a detailed schedule with sufficient information to demonstrate completion of all aspects of the works required under the Contract within the completion date requirements of the Contract and the above constraints. Include in the schedule the work of any sub-contractor, submission dates for required approval agency permits and estimated agency review time, estimated testing timelines, and the project completion date.

Time shall be of the essence of all Contracts. Work shall not commence until the Contractor has received authorization from the Engineer. The Contractor may be required, at the discretion of the Engineer, to postpone or halt work until conditions become acceptable.

Contractor to use additional work forces and equipment or revise methods of operation when the progress of work is not sufficient to meet the Construction Schedule at no additional cost to the City.

All schedules must indicate contingency and alternative dates and times in the event of postponement of any activity for any reason. Submission of a schedule does not relieve the Contractor from their responsibility for the completion of the Work in the time required by the Contract.



Except in emergency situations or as may be required by the Engineer, the Contractor shall not carry out operations on Saturdays, Sundays or any Statutory Holiday without permission in writing from the Municipality of West Elgin.

The Contractor is advised the site is in close proximity to near-by residents; it is highly unlikely work will be approved outside of regular working hours.

4. Contractor's Superintendence

The Contractor shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the works required by the Contract. The Contractor's representative shall, at all times, be in full control and be responsible for all activities and all phases of work including those portions of the works performed by sub-contractors.

5. Maintenance Period

The Contractor guarantees that the said work shall, for a period of twelve (12) months from the date of substantial completion, remain in such condition as will meet with the approval of the Municipality. The Municipality will arrange for a final inspection of the works at that time. The Contractor will be required by the Municipality to make good in a permanent manner, satisfactory to the Municipality, any imperfections due to materials or workmanship used in the works.

The decision of the Municipality is to be final as to the nature and cause of such imperfection and the necessity for removing same.

Should the Contractor fail to comply with the direction of the Municipality, the latter may, after giving the Contractor twelve (12) hours' written notice, perform the necessary work and the cost may be deducted by the Municipality from monies owing to the Contractor, or to recover the cost from the Contractor.

Notwithstanding the expiration of the maintenance period, the Contractor shall not be relieved of correcting any defects or faults of which notice has been given to the Contractor prior to the expiration of the maintenance period.

6. Contractor Responsibilities

Prior to any work or service being provided to or on Municipality property, Contractors must provide the Municipality with all documentation as requested and as applicable to the scope of the work.

The Successful Bidder shall give all necessary notices, obtain all necessary permits, pay all fees and furnish all necessary certificates as evidence that all work, as installed, conforms with the laws of all governing authorities before the final Certificate of Payment is issued by the Municipality. All changes and alterations required by an authorized inspector of any authority having jurisdiction shall be carried out without charge to the Municipality.

The Contractor shall notify the Engineer before any application for a license or permit is made in order that the Engineer may be represented if the Engineer so elects when such application is made.

The Contractor shall conform to and enforce strict compliance with the **Occupational Health and Safety Act** (OHSA) including the Contractor's obligations as an "Employer" under Section 25 and 26 thereof and with all regulations under the OHSA including, without limitation:

- a. Regulation 860 RSO 1990 (workplace hazardous materials information system, WHMIS)
- b. Regulation 851/91 Industrial Establishments



- c. Regulation 213/91 RSO 1990 Construction Projects
- d. Highway Traffic Act

It is understood that the Contractor, by executing the Contract, unequivocally acknowledges that it is the “constructor” within the meaning of the OHS Act and amendments thereto, as applicable to the scope of work outlined in the Bid Document and Contract, with complete control for health and safety matters over all persons who may be present at the site, whether such persons are members of the Contractor’s own forces, employees of the Municipality, utility companies or other sub-contractors or are third parties present at the site.

The Municipality of West Elgin shall not be the Constructor. The Contractor hereby confirms that it has assumed such responsibility as the constructor for all purposes.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and OHS Act.

7. Liquidated Damages

It is agreed by the parties to the Contract the contract shall be Substantially Completed by **December 2025** and Final Completion shall be achieved by **February 2026**. If these stipulated milestones are not met, then damages will be sustained by the Municipality, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Municipality will sustain in the event of and by reason of such delay, and the parties hereto agree that the Contractor will pay to the Municipality the sum of

\$ _____ 1,000.00 _____

for each and every calendar day delay in finishing the work beyond the Substantial Completion date noted in the Special Provisions. It is also agreed that this amount is an estimate of the actual damages to the Municipality that will accrue for failure to have the work completed before the required completion date.

8. Payment Holdback

A Maintenance Holdback of two and one-half percent (2.5%) of the total estimated value of the work completed to date will be retained, in addition to the Statutory Holdback of ten percent (10%) from each progress payment certificate.

The Maintenance Holdback will be released twelve (12) months from the date of Substantial Performance provided that all warranty and maintenance related issues have been completed to the satisfaction of the Engineer.

Upon written notice of a warranty or maintenance issue, the contractor will have five (5) days to remedy or provide an acceptable schedule for a remedy. If a remedy or acceptable schedule is not complete in five (5) days, the Municipality may complete the remedy and deduct the cost from the Maintenance hold back.

9. Responsibility of Facility Operators

Operators will not be responsible for cleaning any structures that may be required for this work. It is the responsibility of the Contractor to clean each tank/structure to a condition suitable to complete the work. Disposal of all material shall be the responsibility of the Contractor.

10. Confined Space Safety



Contractor agrees that any additional safety related costs associated with confined space entry, if required, have been included in the Total Contract Price for which no additional compensation is allowed/permitted.

The project may require confined space entry. The Contractor shall submit its company policies and procedures for confined space entry at the time of execution of documents.

11. Site Cleanup and Restoration

The contractor is responsible for leaving the site in a clean fashion that is, at minimum, restored to preconstruction condition. If any fencing, roadways, or other items that are to be left in place, are damaged or disturbed they must be restored to, at minimum, their preconstruction condition. Final restoration and cleaning shall be completed to the satisfaction of the Engineer.

12. Driveway Maintenance

Contractor to ensure all driveways to the Rodney Water Pollution Control Plant (WPCP) are clear of all debris at all times. Contractor is responsible for maintaining and cleaning of the driveway to ensure clean and hazard-free environment within the Rodney WPCP site as required or directed by the Engineer.

13. Environmental Protection and Control

In addition to all requirements stated in Specifications Section 01561, Contractor is ensure adequate dust control measures are implemented for a period of three (3) months after completion of all site restoration. The Contractor is advised the access driveway of the facility borders a nearby resident. Environmental protection and dust control shall be implemented for the duration of the project and maintained daily.

All excavated slopes shall be covered and protected until surface restoration is complete.

14. Contractor Lay-down Area

The Contractor shall confine the laydown area within the boundaries of the facilities at the Rodney WPCP. The Contractor shall be responsible for protection of equipment and securing the area at all times, and ensuring there are no hazards left on site during the off-hours. Laydown area shall be kept off the grass, and on the gravel or asphalt areas only.

15. Rights of the Municipality

The Municipality of West Elgin reserves the right, in its sole discretion, to:

- Make public the names of any or all the bidders;
- Assess a bidder's bid on the basis of
 - Information provided by references
 - The Bidder's past performance on previous Contracts awarded by the municipality; or
 - Other relevant information that arises during this Tender process.
- Waive minor informalities and accept Bids which substantially comply with the requirements of this Bid Request, but the Municipality shall not allow any blank space in any Bid to be filled in after the Submission Deadline;
- Verify with a third party any information set out in the bid;
- Check references other than those provided by the Bidder;
- Disqualify any Bidder whose Bid contains misrepresentations and any other in accurate or misleading information;
- Disqualify any Bidder or any Bid who has engaged in conduct prohibited by this Tender;
- Cancel this Bid at any time prior to the execution of the Contract by the Municipality for any reason



whatsoever;

- If this Bid is cancelled, the Municipality may issue a new Bid Request for the same or similar deliverables, but the Municipality is not required or obliged to do so;
- Accept any Bid in whole or in part; or
- Reject any or all bids.

16. Application of Municipal Freedom of Information and Protection of Privacy Act

The Bidder acknowledges that the Contract and all information related to the Contract and Deliverables is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M-56.

17. Provisional Items & Allowances

Allowances:

The Tenderer shall not enter a new price or alter the price in the Tender for any Allowance. Allowances shall be used as directed by the Engineer. The Tenderer agrees that no mark-up on any allowances is permitted. The Tenderer agrees that allowances shall only include costs borne by the respective firm or sub-contractor completing the work, and the Contractor is not entitled to any portion of the Allowance, unless the work is being carried by the Contractor.



18. Clarifier and Headworks Workplan

The Contractor is responsible for submitting a schedule and workplan prior to mobilization. The schedule and workplan shall incorporate the following considerations, at a minimum.

The Contractor is advised the Rodney WPCP is a fully operational, continuously functioning facility. Maintaining its function is the highest priority at all times. The Municipality and Operator are under a covenant agreement to protect the environment in the operation of these facilities. The Contractor's activities must not impede this ability for the Municipality and Operator.

The Engineer, Municipality, and Operator will act in good faith to support the Contractor in coordination and scheduling the work in an efficient and effective manner. Such support and assistance shall not relieve the Contractor of responsibility for their own schedule or directing of activities. The Contractor shall not use this assistance or support as basis for a claim to arise.

Any changes in plant operations required by the Contractor in order to carry out the work shall be made in writing to the Engineer, Municipality, and Operator, at least one (1) week in advance of the time the change is required. Coordinate with the Engineer, Operators, and other divisions to ensure minimum downtime. Contractor is advised the facility Operators, the Municipality, or the Engineer has the right to stop work at anytime for any reason.

The Contractor is responsible for ensuring continuity of operation at the Rodney WPCPs during and upon completion of the work stated in the tender and associated documents. Ground water monitoring including dewatering wet wells and level transmitters are required prior to the works in the clarifier and aeration tanks. The replacement of the clarifier mechanism will require the clarifier to be taken offline. The flows will need to be bypassed prior to discharge to the environment as a standby treatment method for the plant is not available. The lagoon has been recently dredged to allow for three-months of incoming flow storage. The clarifier shutdown is not to exceed the three-month period. The Contractor will be required for any additional storage, or treatment alternatives that exceeds the three-month storage period. The additional treatment alternative shall be included in the Total Contract Price and accounted for in Tender Item 1, Item 1.04. No additional costs will be granted for failure to plan the work within the allocated shut-down period.

The upgrades to the headworks system will also require the inlet channel to be taken offline. A full plant bypass will also be required. The headworks system upgrades must be completed within the three-month bypass period for the clarifier work. The lagoon has enough storage for one time storage of three-month period.

The Contractor must submit a workplan that includes the proposed shutdowns of the clarifier and headworks system. The workplan is to include dates, at minimum, for removal of equipment, delivery of new equipment, installation of new equipment, start-up of new equipment, and end of plant bypass. The final sequence of work must be reviewed and agreed upon by the Engineer and the Municipality.

The "Best Practices" for the Contractor in maintaining an efficient schedule will include preparing and submitting a realistic and detailed proposed Workplan in advance of activities which could impact Operations or affect the allowable timeline for plant bypass, clarifier replacement, headworks installation, etc.



SECTION 4 – FORM OF AGREEMENT



THIS AGREEMENT made on the _____ day of _____ 20 _____.

BETWEEN

THE MUNICIPALITY OF WEST ELGIN

(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH

That the Municipality and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

ARTICLE 1

(a) A general description of the work is:

The removal and disposal of sludge from the Rodney Lagoon Cell at the Rodney WWTP; Tender Number: 215817

(b) The Contractor shall, except as otherwise specifically provided, at his own expense, provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution of all the work set out in this Contract and shall forthwith according to the instruction of the Contract Administrator commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Municipality within the time specified in Subsection GC3.06 EXTENSION OF CONTRACT TIME and Clause 7 FORM OF TENDER.

ARTICLE 2

In the event that the Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Municipality, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by them in accordance with the Contract and only to the extent of such extra or additional work.



ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, as outlined in the Ontario Provincial Standards General Conditions of Contract GC 2.02.

ARTICLE 4

The Contractor shall not assign the Contract, either in whole or in part, without the written consent of the Corporation, as set out in Subsection GC 3.09 – Ontario Provincial Standards – General Conditions of Contract.

ARTICLE 5

The Municipality covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of all the work at the tendered unit prices after measurement approved by the Engineer, the total which is presently estimated at **xxxxxxx Dollars (\$xxxxxxx including H.S.T.)**, together with such additional sum for extra or additional work at the unit rates stipulated in the written orders of the Engineer and Municipality authorizing the extra or additional work; such payment, however, shall be subject to Article 2 hereof and subject to such additions and deductions as may be properly made under the terms hereof, and further subject to the provisions that the Municipality may make payments on account monthly or otherwise as may be provided in the General Conditions.

ARTICLE 6

Where any notice, direction or other communication required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following address:

The Municipality

The Municipality of West Elgin
22413 Hoskins Line, Box 490
Rodney, ON N0L 2C0

The Contractor

Contract Administrator/Engineer

R.V. Anderson Associates Ltd.
557 Southdale Road E, Suite 200
London, ON N6E 1A2

ARTICLE 7

A copy of each of the Tender, Special Provisions, Addenda to inclusive is hereto annexed and together with the plans, detailed drawings, Ontario Provincial Standards for Roads and Public Works, Volumes 1 - 4 inclusive and Volumes 7 and 8, all as listed in the Information for Tenderers are made part of this Contract, as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No implied Contract of any kind whatsoever by or on behalf of the Municipality shall arise or be implied from anything in this Contract contained nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Municipality shall be the only covenants and agreements upon which any rights against the Municipality may be founded.

ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this Contract he has either



investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not rely upon information furnished by any methods whatsoever, by the Municipality or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Municipality.

ARTICLE 10

In compliance with the current regulations made under the Retail Sales Tax, Ontario, for the purpose of the purchase of materials to be in the works which are the subject matter of this Contract, the Contractor is hereby appointed as a special purchasing agent for the Municipality which will be provided to the Contractor.

ARTICLE 11

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

.....)
Witness as to signature of contractor
)
)
Address.....)
)
)
.....)
)
)
Occupation.....)

.....
Contractor

.....

THE MUNICIPALITY OF WEST ELGIN
.....
Mayor

.....
Clerk