



CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE

OCS-2019-001

ROAD REHABILITATION – VARIOUS LOCATIONS

If a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create an account and register for the bid opportunity as plan taker at the Biddingo.com website or at the Township of Oro-Medonte's (the Owner) www.oro-medonte.ca, which will allow the bidder to download the Bid Documents and/or Addenda.

SEALED BIDS, with the **submission label provided by the Owner affixed to your envelope**, shall be stamped and received by the Operations and Community Services Department, 148 Line 7 South, Oro-Medonte, ON L0L 2E0, no later than 14:00:00 hours (2:00 p.m.) local time, on

TUESDAY FEBRUARY 12, 2019

The scope of the work includes:

Road Rehabilitation at various locations

Late Bids shall not be accepted.

If further information is required, contact the following in writing – up to and no later than 15:00:00 hours (3:00 p.m.) local time on **FEBRUARY 8, 2019**

Brad Robinson, C.Tech
Coordinator, Infrastructure and Capital Projects
Operations and Community Services Department
Tel: (705) 487-2171 ext. 2118
Fax: (705) 487-0133
brobinson@oro-medonte.ca

The Owner reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

DEFINITIONS

The following definitions apply to the interpretation of the Bid Documents;

1. **“Addenda or Addendum”** means such further additions, deletions, modifications
2. **“Authorized Person”**
 - i. For a Bidder who is an individual or sole proprietor; that person.
 - ii. For a Bidder which is a partnership, any partner of the bidder.
 - iii. For a Bidder which is a corporation:
 - a) Any officer or director of the corporation; and
 - b) Any person whose name and signature have been entered on the Document submitted with the Bid, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the Bid, whether that person is or is not an officer or director.
 - iv. For a bidder that is a joint venture, the Bid shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority bestowed in them to do so, one person so authorized may sign on behalf of all joint venturers.
3. **“Blackout Period”** means the period of time from the date, this Bid is issued up To and including the date the Contract is recommended for award.
4. **“Bid”** means the Bid in the form prescribed by these Bid Documents and Completed and submitted by a Bidder(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of award.
5. **“Bidder”** means the legal entity submitting a Bid or Bid Form.
6. **“Bid Documents”** means collectively all of the documents comprising the Call for Bids, namely, Documents I to VIII, and the Contract Drawings, if any.
7. **“Bid Security”** means the Bid Security documentation referred to and described In Document I, Instructions to Bidders.
8. **“Chartered Bank”** means any domestic Schedule I or II Chartered Banks.
9. **“Closing Time”** means the time on the Operations and Community Services Department bid punch clock on the date, both as specified in Document I, Instructions to Bidders.
10. **“Conflict of Interest”** includes, but is not limited to, any situation or Circumstance where:

- i. **The Bid Security shall be in the amount of Ten percent (10%) of the Total Bid Price excluding taxes (refer to Bid Form).**
- ii. The Bid Security shall remain valid and in effect for a period not less than Sixty (60) Working Days from the Bid Closing Time.
- iii. The Bid Security of all Bidders, except the three (3) lowest Bidders will be returned within Ten (10) Working Days after the Bid opening date. Bid Security of non-awarded Bidders will be returned upon award and execution of the Contract to the successful Bidder.

3.2 Contract Security

The Bidders shall submit the Contract Security **with their Bid Submission**, in the following alternative forms;

- i. *Surety Consent Form (Agreement to Bond Form)* as supplied by the Owner, or issued by a surety company licensed in the Province of Ontario, or
- ii. Irrevocable Letter of Credit issued by a Schedule I or II Chartered Bank or
- iii. Certified Cheque/Bank Draft/Money Order

The Owner may accept a FACSMILIE COPY of a Surety Consent Form (Agreement to Bond) at the time the Bid Form is submitted. However, the signature(s) and seal of the issuing surety company or Schedule I or II Chartered Bank must be visible upon receipt of the fax transmission from the Bidder. The Bidder must submit the original and executed Surety Consent Form (Agreement to Bond) to the Owner within Forty-Eight (48) hours of Bid Closing Time.

Note: Should a Certified Cheque/Bank Draft/Money Order be submitted as a form of Contract Security with the Bid, the awarded Bidder is required to substitute at the time of signing the contract either; a Performance Bond 100 percent (100%) and a Labor and Material Bond 50 percent (50%) or Letter of Credit equal to 150 percent (150%) of the Total Bid Price Excluding Taxes.

Note: The Successful Bidder shall at the time of contract execution, submit either a Performance Bond or Letter of Credit specified above.

4. *Withdrawal of Bids*

4.1 Withdrawal of Bids Prior to Bid Closing Time

Bidders may request that their Bid be withdrawn prior to the Closing Time. Withdrawal requests must be on the Bid Withdrawal Form (included in Document VIII), executed by an Authorized Person and addressed to the Manager, Infrastructure and Capital Projects, by facsimile or delivered in person to the Designated Location. Telephone or e-mail requests will not constitute withdrawal of a Bid.

Bids withdrawn under this procedure will not be reinstated under any circumstances.

If more than one (1) Bid is received under the same name for the same Project and no Bid Withdrawal Form has been received, the Bid contained in the Bid Submission Envelope bearing the latest date and time shall be considered the intended Bid. All other Bids received from the same Bidder shall be considered withdrawn and returned to the Bidder.

4.2 Open for Acceptance

Each Bid is irrevocable and shall be open for acceptance by the Owner for a period of Sixty (60) Working Days from the Bid Closing Time. If for some reason the Contract is not executed by the successful Bidder within Sixty (60) Working Days of the Closing Time, the Owner may without notice and without liability whatsoever accept another Bid.

5. *Blackout Period*

At no time during the Blackout Period shall there be any communication between the Bidder and the Owner's elected officials, employees or representatives of Owner directly or indirectly involved in the Bid process unless initiated by Owner for the purpose of clarification.

Such communication by a Bidder during the Blackout Period, may be considered grounds for disqualification, of the Bidder, from consideration of Contract award, unless initiated by Owner for the purpose of clarification of any Bid.

All communications between a Bidder and the Owner during the Blackout Period, must only be addressed to the Township contact person specified in the Bid Document.

6. Clarifications and Inquiries

- 6.1 No elected official, officer, agent or employee of the Owner is authorized to alter orally any portion of the Bid. During the period prior to the Closing Time, alterations will be issued to Bidders as written Addenda. The Bidder shall acknowledge all Addenda on the Bid Form.
- 6.2 All inquiries and questions relating to this Bid will be received in writing up to and no later than 3:00:00 pm local time, on **February 8, 2010**

All inquiries shall be e-mailed to:

Brad Robinson C. Tech
Coordinator, Infrastructure and Capital Projects
Operations and Community Services Department
Telephone Number: (705) 487-2171 ext 2118
Fax Number: (705) 487-0133
brobinson@oro-medonte.ca

7. Addendum / Addenda

Addendum/Addenda will be issued by the Owner's Representative as required and shall form a part of the bid document. Bidders shall acknowledge receipt of addendum/addenda on the bid form.

All Addendum/Addenda shall be posted on the Owner's website at www.oro-medonte.ca. The onus is on the Bidders to ensure that they have downloaded all Addendum/Addenda and shall acknowledge all Addendum/Addenda, where required on the Bid form, whether the Bidder has received notification from the Owner's website or not. Failure to acknowledge Addendum/Addenda on the Bid form shall result in bid disqualification and rejection.

8. Preliminary Bid Opening**8.1 Preliminary Bid Opening**

Bids shall be publicly opened ten (10) minutes after the Closing Time in the **Administration Building**. The Bid Number, Bidder's Name and Bid Price (s) shall be read in accordance with the Bid Form.

8.2 Action on “Unknown” Bids at Bid Opening

Bid submissions that do not have the **Bid Number** on the Bid Envelope will be opened and placed with the appropriate Call for Bids.

9. ***Mandatory Requirements and Bid Disqualification***

Failure to comply with the following Mandatory Requirements shall result in Bid disqualification and rejection at the Owner’s sole and absolute discretion:

- 9.1 Bids submitted by a bidder not registered as plan taker for this bid;
- 9.2 Bids received by the Owner at the Designated Location after the Closing Time;
- 9.3 Bid submitted in an envelope without the bid label affixed as provided with the Bid document;
- 9.4 Bid Form not signed;
- 9.5 Bid Form left blank or incomplete;
- 9.6 Bid Form qualified or amended;
- 9.7 Any mathematical strikeouts, erasures, whiteouts or overwriting not initialed by the Authorized Person(s) signing the Bid Form;
- 9.8 Failure to submit the Bid Security as described in Document I;
- 9.9 Failure to submit the Contract Security as described in Document I; and
- 9.10 Failure to acknowledge receipt of Addendum/Addenda as indicated in Document VI, Bid Form.

10. ***Checking of Bids***

- 10.1 Bids opened will be checked by the Owner to ensure that all Bids submitted comply with the terms and conditions of the Call for Bid including the Mandatory Requirements. In any circumstance where there are obvious or patent errors such as misplaced decimals, the Owner may seek clarification and consider the intent of the Bidder in accepting the Bid.

- c. Ability
 - d. Quality of Work (guarantees and warranties)
 - e. Service (service depot location)
 - f. Past experience
 - g. Past performance
 - h. Completion history (including extended completion dates)
 - i. Qualification
 - j. Proposed schedule
- ii. Reject a Bid that is the lowest Bid even if it is the only Bid received;
 - iii. Cancel this Call for Bids at any time, either before or after the Closing Time;
 - iv. Accept or reject any and all Bids, whether in whole or in part;
 - v. With the exception to Part 1, Instruction to Bidders, "Mandatory Requirements and Bid Disqualification", waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies, in any Bid Form or Submissions.
 - vi. Award any part of any Bid; or
 - vii. Accept or reject any unbalanced Bid.
 - viii. Reject any Bidder who was a consulting firm involved in preparing or assisting in developing the scope of the work and/or specifications for the respective project.
- 11.2 The Owner reserves the right to consider, during the evaluation of Bids:
- i. Information provided by the Bid itself;
 - ii. Information provided in response to enquiries of credit, experience and industry references set out in the Bid

- iii. Information received in response to enquiries made by the Owner or third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv. The manner in which the Bidder provides services to others;
- v. The experience and qualification of the Bidder's senior management, and project management;
- vi. The compliance of the Bidder with the Owner's requirements and specifications; and
- vii. Innovative approaches proposed by the Bidder in the Bid where requested in the Bid Documents.

By submitting a Bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

11.3 Verification of Safety Performance

Bidders for consideration of possible Contract award shall be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

11.4 Award to one or more Bidders

The Owner reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with its requirements.

11.5 Bidder Profile

If requested, a Bidder shall submit, in addition to any information required to be included in a Bid submission, evidence of experience, ability, quality of work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

11.6 Approvals

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses,

easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes & regulations in order to commence and perform the Work. In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Owner reserves the right to:

- i. Not award the Contract and cancel the Call for Bids; or
- ii. Award the Contract in whole or in part, subject to the rights of the Owner to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
- iii. Delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

12. Execution of Contract Upon Award

12.1 The successful Bidder, if any, in the presence of the Township Clerk or designate, must sign a *triplicate* (3), the *Contract* as stipulated in the Bid Document, within Seven (7) Working Days of written notification of acceptance. Should the successful Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the successful Bidder's Bid Security shall be forfeited and applied for use by the Owner.

12.2 The following documents, as listed, shall be submitted prior to or at the time of signing:

- i. Insurance Certificate(s);
- ii. Contract Security; and
- iii. A current copy of the Workplace Safety and Insurance Certificate of Clearance

12.3 Upon being awarded the Contract, the successful Bidder shall provide the following Contract Security requirements, equal to the percentage of the Total Bid Price, as specified below, excluding taxes:

- i. Performance Bond 100%
AND
- ii. Labour and Material Bond 50%
OR
- iii. Letter of Credit 150%

12.4 The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or the Contract is deemed complete by the Owner.

13. Bidder’s Statement of Understanding

It is understood that the Bidders have carefully examined all of the Bid Documents and have carefully examined the work to be performed under the Contract if awarded. The Bidder also understands and accepts the said Bid Documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Bid Documents.

14. Errors and Omissions

No oral interpretation or clarification provided to the Bidders will be effective to modify any provisions of these Bid Documents. Any modification or clarification will be by written addendum only issued by the Operation and Community Services Department. The addendum/addenda shall form part of the Bid Documents.

15. Price Components

15.1 Taxes

- i. The Owner is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes
- ii. directly applicable to the goods/services or construction to be purchased or provided during the term of this contract, the Bidder and the Owner mutually agree to allow the appropriate increase or
- iii. decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the Owner’s attention any such changes.
- iv. The Bidder shall allow in their prices for all Sale Taxes that may be required to pay on materials and equipment to be utilized or expended in the construction of the works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebate on the material used. It is the Bidder’s responsibility to obtain up-to-date directives.

15.2 Transportation and Delivery Charges

Prices documented shall be net prices including transportation and delivery charges full prepaid by the Bidder to any specified destination within the corporate limits of the Owner.

16. Set-Off Clause

The Contractor hereby agrees that any monies owing by the Owner to the Contractor may at any time be set-off against monies owing to the Contractor by the Owner including but not limited to, any realty taxes (or any penalties and/or interest thereon) owing at the time such monies become due and payable to the Contractor.

17. Right to Audit and Retention of Records

At any time during business hours and as often as the Township of Oro-Medonte may deem necessary, there shall be made available to the Township of Oro-Medonte for examination the Successful Bidder(s) records with respect to the Successful Bidder(s) services under this bid and/or purchase order and any ensuing contract. The Successful Bidder(s) shall permit the Township of Oro-Medonte to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by this bid and/or purchase order and any ensuing contract. The Successful Bidder(s) shall maintain and retain all records and other documents related to this bid and/or purchase order or any ensuing contract for a period of three (3) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the Township of Oro-Medonte.

18. Freedom of Information

18.1 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")*, any personal information that Bidders provide in the Bid is collected under the authority of the *Municipal Act*, and will be used exclusively for the procurement process and subsequent contracting process for the Project.

18.2 All Bids and associated documentation submitted become the property of the Owner upon receipt. Pursuant to *MFIPPA*, the Owner may be required to disclose any such information in response to an access request. To assist the Owner in responding to an access request, Bidders are advised to identify in their Bids any specific scientific, technical, commercial, proprietary, or personal or confidential information, and explain why the disclosure of such information would cause them harm. Bids are not to be identified as confidential in their entirety.

19. Purchase Order

Work, as described under this contract shall not commence until;

- i. All of the required documents have been submitted to Operations and Community Services;
- ii. The agreement has been executed by the Contractor.

20 Bribery Fraud

Should any prospective Bidders or any of their agents give or offer any gratuity or to attempt to bribe any employee of the Township of Oro-Medonte, or to commit fraud. The Owner shall be at liberty to cancel the prospective Bidder's submission or Contract and to rely upon the Contract Surety submitted for compensation if applicable.

21. Cancellation

21.1 Non-Compliance

- i. In the event the Contractor does not comply with the specifications, terms and conditions, and scope of the document, at any time throughout the duration of the Contract, the contract may be cancelled by the Owner in accordance with the terms contained herein.
- ii. The Contract may be cancelled by the Owner upon non-performance of the Contract terms; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Contractor as part of their contractor document submission, including without limiting the generality of the foregoing, liability for the difference between its Bid and next acceptable contractor document submission.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action

- iv. shall not prevent the Owner from taking early payment discounts otherwise applicable.
- v. If the work/service is incomplete, the Owner reserves the right to draw from the surety to complete the said work/service to the Owner's specifications.

21.2 Disqualification

The Owner reserves the right to remove from future eligibility, to submit bids to the Owner any contractor, which is in breach of its obligations.

22. **Evaluation of Performance**

Upon completion of, or at any time during the Contract, the Owner may complete an evaluation of the Contractors' performance. A copy of this evaluation may be given to the Contractor. The evaluation shall be placed on file. This information may be made available to persons requesting Owner references for the Contract and also may be reviewed and may form part of the criteria when awarding future bids by the Owner.

The Contractor hereby authorizes the maintenance and release of this information.

23. **Insurance**

The Contractor shall maintain and pay for Commercial General Liability Insurance with an insurer acceptable to the Owner. The coverage shall include premises and all operations liability to be performed by the Bidder.

The Insurance coverage shall be subject to limits of not less than *Five (5) Million Dollars (\$5,000,000.00)* inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

23.1 The policy shall include **The Corporation of the Township of Oro-Medonte** as an additional insured in respect of all operations performed by or on behalf of the Bidder.

23.2 The Contractor will be entirely responsible for the cost of any deductible, which is maintained in any insurance document.

23.3 The Insurance Policy is to contain a clause that it shall that it shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Owner.

23.4 The Commercial General Liability Insurance shall not contain any exclusions of or limitations in respect of shoring, tunneling, underpinning, raising or demolition of any building or structure, blasting, pile driving, caisson work, collapse or any structure or land from any cause.

23.5 Where applicable the Contractor shall carry standard automobile and non-owned automobile liability insurance and shall protect themselves against all liability arising out of the use of owned or leased vehicles, used by the Bidder, its employees or agents. The limits of the liability, for both owned and non-owned vehicles, shall not be less than *Five (5) Million Dollars (\$5,000,000.00)* per occurrence.

23.6 Additional Insurance Coverage

Required X Not Required _____

24. Indemnification

The Contractor shall indemnify and save harmless the Owner against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss that the Owner may bear, suffer, incur, become liable for or be put to by reason any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation or non-performance by the Contractor of any provision of the Agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this Contract, or by reason of, or arising out of any act, neglect or default by the Contractor or of any of its agents or employees or any other person or persons, in, on, or about the premises.

25. Workplace Safety and Insurance Board (WSIB)

The Contractor shall submit to the Owner, at the time of contract execution and prior to the issuance of the Contractor’s last payment of each year, and at any other time when requested to do so, a statement from the Workers’ Safety Insurance Board that all of the assessments the Contractor or any sub-Contractor is liable to pay under the Worker’s Safety Insurance Board Act (“WSIB Act”) or successor legislation have been paid.

26. Schedule of Items and Unit Prices

The Bidder also understands and accepts that the quantities shown in the Bid Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required

27. Provisional Items and Quantities

Items listed in the Bid Form as “Provisional Items”, may or may not be required for completion of the Work called for under the Contract. The necessity and/or actual quantities of these items shall be determined by the Owner as the Work progresses. Should any of these items be required, the Supplier shall be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Supplier may not claim extra payment for loss of anticipated profits.

28. Payment of Workers

The Contractor shall pay or cause to be paid weekly/biweekly to every worker employed in the execution of the Contract, wages at not less than the following rates:

28.1 For workers employed in the execution of the Contract, who are in contractual relationship with a union, the minimum rate of wages shall be the union rate of wages in the particular district or locality in which the work is undertaken; or

28.2 For workers employed in the execution of the Contract, who are not in contractual relationship with a union, the minimum rate of wages shall be the current Ontario's Fair Wage Schedules as per the Ministry of Labour,

in the particular district or locality in which the work is undertaken. Revisions made to the schedule during the course of the Contract shall apply from the effective date of such revisions and all additional resultant costs shall be borne by the Contractor.

29. Examination of Site

Bidders are required to satisfy themselves by personal visitation and examination of each site for the Work and of the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface and sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work. The submission of a Bid shall be deemed proof that the Bidder has satisfied itself as to all the provisions of the Bid Documents and of all the conditions which may be encountered at the site,

except any condition that may not be reasonably inferred from any geotechnical evidence provided to the Bidders or observable on a proper visual inspection or any other matter which may affect performance of the Work and no claims may be made by the Contractor based on the assertion by the Contractor that it was uniformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract. Claims for additional costs will be considered by the Owner if the Owner has identified incorrectly the location of utilities.

The bidder shall accept sole responsibility for any error or neglect on his part in respect to the foregoing. No after claim will be allowed or entertained for any labour, equipment or material that may be required for the proper execution and completion of the work, due to this failure to comply with the above.

30. *Laws and Regulations*

The Contractor shall comply with all applicable, statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the police and fire departments, or other governmental authorities, and all C.A.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on its part, or of any person employed or engaged by the Contractor, they all immediately desist from the correct such violation.

31. *Accessibility for Ontarians with Disabilities Act, 2005*

The Successful Bidders shall comply with all applicable provision of Accessibility for Ontarians with Disability Act 2005 during the period of contract.

This Regulation establishes accessibility standards for customer service and it applies to every designated public sector organization and to every other person or organization that provides goods or services to members of the public or other third parties and that has at least one employee in Ontario.

Contractors and their staff who interact with the public on behalf of the Corporation of the Township of Oro-Medonte, shall be required to be appropriately trained on "Accessibility Standards for Customer Service". Contractors and bidders shall be required to provide proof of the training.

32. *Liquidated Damages*

Bidder's shall have regard to the provisions for liquidated damages as provided in *Document V, Section 1.3*

1. Occupational Health and Safety

- 1.1 The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the Owner:
- i. Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
 - ii. Contractors acknowledge that they have regularly read and understood the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 ("OHSA") and regulations, made under that statute;
 - iii. The Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the Owner shall be included in the Bid Documents and the Contractor agrees to assume full responsibility for the enforcement of same;
 - iv. The Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
 - v. The Contractor shall understand that its performance shall be monitored and that their overall performance shall be a major consideration for future Contracts with the Owner. The frequency and detail of ongoing project monitoring shall be dependent upon the nature of the Work and safety precautions specified
 - vi. The Contractor shall allow access to the work site on demand to representatives of the Owner provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
 - vii. The Owner will take all action necessary to support the Contractor's health and safety efforts and to ensure that the Owner-owned and controlled environments in the vicinity of the project are free from hazards;
 - viii. The Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the Owner to elect to cancel the Contract; and
 - ix. The Contractor acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a

breach or breaches of the OHS Act by the Contractor or any of its Subcontractors will entitle the Owner to set-off the damages so assessed against any monies that the Owner may from time to time owe the Contractor under the Contract or any other contract whatsoever.

- 1.2 The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHS Act and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 1.3 Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the OHS Act and associated regulations are complied with.
- 1.4 The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not limited to, procedures for entering a confined space on the work site.
- 1.6 The Contractor agrees at all times to comply with Occupational Health & Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner.

2. Safety Standards

It is the responsibility of the Contractor to work in a safe and orderly manner so as not to constitute any safety hazards. The following standards are some of the standards which must be complied with by the Contractor when working on the project:

- i. The Contractor will be responsible for the placement of appropriate physical barriers between the work area, public and staff occupied areas;

- ii. The Contractor shall control pedestrian and vehicular traffic as required and in accordance with current manual of Traffic Control Devices;
- iii. When operating Equipment in a School Zone or Playground, appropriate physical barriers and personnel shall be in place to ensure the safety of the public;
- iv. No loose clothing shall be worn in the vicinity of moving or rotating equipment;
- v. The Contractor shall not operate or tamper with Owner's equipment unless given express permission to do so;
- vi. Housekeeping standards are to be maintained in the work areas, debris and material are not to be allowed to accumulate;
- vii. Keep extension cords and hoses off the floor and out of traffic aisles and highlight any tripping, slipping, or bump hazards by using cones, hazard tape or other means appropriate to the situation;
- viii. The Contractor shall have and use a "Lock, Tag and Try" procedure that, as a minimum, meets the requirements of the Regulations made under the OHSAA;
- ix. The Contractor is responsible for ensuring that all reasonable precautions for the protection and safety of workers, in addition to those listed above are maintained;
- x. The Contractor shall provide written notice to the Owner in advance of the need to close any exit or emergency exit, electrical system etc. that may affect a potential evacuation of an Owner's workplace or facility; and
- xi. The Contractor and the Owner shall communicate through a designated channel/liaison person at all times to avoid any confusion or misunderstanding.

2.1 Fire Protection

- i) The contractor shall maintain adequate fire suppression on site, portable fire extinguishers, etc. to the satisfaction of the Corporation. Hot work permits, shall be obtained from the Owner for any hot work, which will be taking place.

3. Contract Payments

3.1 Progress Payments

Monthly statements of progress payment are to be prepared by the Owner's representative based on the estimated or measured quantities of each item of work performed during the previous monthly payment period and agreed upon by the Contractor.

The Contractor shall, upon request by the Owner's representative, attend on site to measure and agree upon the quantities of the work performed. Should the Contractor fail to meet the request within two (2) weeks' time, the Owner's representative shall measure the quantities of the completed work, in the absence of the Contractor, and those quantities shall be deemed to be accepted, and agreed by the Contractor as the quantities of work performed by the Contractor for that part of the Contract.

Ten percent (10%) holdback on each progress payment will be held in accordance with the Construction Lien Act, R.S.O., 1990 1c.C.30 (as amended)

3.2 Progress Reports

Monthly progress reports shall be submitted by the Contractor in a format acceptable to the Owner and include, but are not limited to the following information:

- i. Work progress in the form of a Gantt Chart showing the baseline schedule and the percentage completion to date of each task/activity and the overall percentage progress of the Contract;
- ii. Areas where progress are on or ahead of schedule and areas where progress are behind schedule;
- iii. Measures taken/proposed to be taken, where necessary, to bring the work progress back on schedule;
- iv. Any claims for extension of time due to unforeseen circumstances or extra payment due to changes in contractual obligations during the previous payment period; and
- v. Payments may be deferred, at the Owner's option, until the progress reports are submitted to the Owner's representative (payment is Net 30 days)

4. Environmental Considerations

The Contractor shall comply with all environmental legislation and restrictions in force until completion of the Work. If such restrictions change after the award of the Bid, any resulting increase in cost shall be borne by the Owner.

5. Guaranteed Maintenance and Warranty

5.1 Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of *Twelve (12) Months* after the date of substantial completion to the satisfaction of the Owner/or Consultant, if any, both acting reasonable. The Contractor shall correct any imperfections due to material or workmanship. The decision of the Owner/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the Owner/or Consultant, if any, both acting reasonably, within Five (5) Working Days or immediately in the case of an emergency the Owner/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, Cash or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.

5.2 The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or material called for elsewhere in the Contract.

5.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the Owner the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

6. Release of Holdback

6.1 In accordance with the Construction Lien Act, R.S.O. 1990,c.C30 (the "Act") prior to release of the holdback the Contractor shall submit to the Owner the following documents;

- I. Workplace Safety and Insurance Board Certificate of Clearance dated after the commencement of the 45-day lien period;
- II. A standard Statutory Declaration; and
- III. Proof of publication of certificate of substantial performance under Section 32 of the Act (as amended).

6.2 Upon receipt of the above documents and confirmation that the Contract is free of liens or unsettled claims, the holdback shall be released when permitted by the Act.

6.3 Notwithstanding the above, the Owner may retain a portion of the holdback as assurance for the rectification of any outstanding deficiencies in an amount no greater than 100% of the reasonably anticipated cost.

7. Non-Waiver

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the Owner save only for an express waiver in writing. Any work completed by the Owner required by this agreement to be done by the Contractor, after reasonable notice, shall not relieve the Contractor of its obligations to do that work or to reimburse the Owner for its actual cost to the Owner or having done it, including an allowance for normal overheads.

8. Non-Assignment

Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Contractor without the prior written consent of the Owner. Such written consent however, shall not under any circumstances, relieve the Contractor of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Owner.

9. Agreements in Writing

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. The Contractor must produce written authority, or use, or attempt to use any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

10. Date of Commencement

The Contractor shall commence the work within *Seven (7) Working Days* of receiving written notification of award of the Contract, but not prior to submission of the appropriate contract documents (the Date of Commencement).

Should the Contractor find that they will be unable to commence the Work as specified above, they shall, prior to the expiration of said *Seven (7) Working Days*, submit to the Owner in writing a request for extension of time and in its

request shall show just cause why, in its opinion, the extension of time should be granted.

Upon receipt of such written request, the Owner's representative may at its own discretion, if in its opinion such written request does not conflict with the best interests of the Owner, grant the required extension in full or any portion thereof, thereby fixing a new date from which the charging of Working Days shall be calculated,

Or

If in the opinion of the Owner, the Contractor has failed to show cause acceptable to the Owner or should such cause be not in the best interest of the Owner, any request for extension of time may be denied. The necessary action as stated in Section 9 of Document I, Instructions to Bidder, "Execution of Contract Upon Award", shall apply.

In any event, the decision of the Owner in this matter shall be final and binding.

11. Time for Completion

The Contractor shall complete the Work by the Date of Completion or within the allowed number of consecutive Working Days from the Date of Commencement, whichever is specified in the Bid Documents.

The Contractor is deemed to have thoroughly understood the requirements, for completing the Work within the specified time for completion, and allowed for any additional and/or augmented daylight shifts in its Bid should it be in its opinion that there may not be sufficient time for completion by working a normal number of hours each day or week on a single daylight shift basis. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid and no additional compensation will be allowed.

Working time shall be charged until the date of acceptance of the Work by the Owner at which time all work required in the Contract, including all final cleanup shall be completed.

If the Contractor is delayed in the completion of the work by any one or more of:

- i. Any negligent act of the Owner or any Owner employee;
- ii. Other utility Contractors such as – telephone, cable, gas, hydro contractors unless otherwise stated; other than delay caused by timing of Contractor's request for work to be done by the utilities;

- iii. Any cause beyond the reasonable control of the Contractor or by acts of God or of the Public Enemy Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes or delays of suppliers due to such causes;
- 11.2 Then the time for completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Owner, in consultation with the Consultant, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.
- 11.3 An application by the Contractor for an extension of time once the Work has been commenced, shall be made to the Owner in writing within *Five (5) Working Days* of the occurrence of the incidence causing the delay. In the event such application is approved by the Owner, and as a condition thereof, all bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage to the date of any extension of time granted and the Contractor shall furnish the Owner with evidence of such amendment by the Surety. Where such extension is caused through the negligence of the Owner, however, any cost to extend such bonds or other surety, shall be for the account of the Owner.
- 11.4 If the time for completion of the Contract is affected by additional Work, the Owner will increase the number or Working Days established in the original contract to compensate for such work.

12. Emergency Telephone Number

Prior to commencing the work, the Contractor shall provide the Owner with the name(s) and telephone numbers(s) of its representative(s) who can be contacted on a *24-hour basis* in case of an emergency during the term of the Contract.

13. Meetings

The Contractor's representative(s), as requested by the Owner, shall attend all meetings required prior to and or during the project. This shall include all pre-construction and regular project meetings and emergency meetings.

Prior to commencement of Work, the Contractor shall attend a pre-construction meeting with the Owner's representatives to establish site protocols, emergency contacts. The Contractor shall prepare and submit at the pre-construction meeting, a detailed construction schedule in the form of a Gantt Chart showing the tasks/activities start and completion dates, milestones and critical activities to meet the specified Completion Date. Such schedule shall be reviewed by the

Owner's representative and, when accepted, shall form the baseline for monthly tracking of the Work progress.

The Contractor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

14. Hours of Work

The hours of work shall be adhered to by the Contractor, and shall be 0700 hours (7:00 a.m.) to 1900 (7:00 p.m.)

A "Working Day" is defined in "Definitions"

The Contractor shall not carry on its Work under the Contract on a day other than a Working Day, without permission in writing from the Owner, except in case of emergency whereby retrospective approval is required. The Contractor acknowledges that its Bid has been based on this normal working day and hour's requirements.

Should the Contractor wish to carry on its operations on a day other than a Working Day, that is a holiday on which the Owner's employees are not required to work, written application for approval shall be made at least twenty-four hours (24 hours) in advance of such event. Such permission may or may not be granted at the discretion of the Owner and no claim for extension of time may be made should permission not be granted. If the Contractor is granted permission by the Owner to perform work during a day other than a normal working day or works in an emergency situation, the Owner may recover from the Contractor, all cost incurred with the granting of the request, including but not limited to the overtime payment of Owner's inspection staff.

15. Damages

If the Contractor fails to meet the time for completion specified in the contract or subsequent amendments, the Contractor shall be liable to the Owner for all damages arising from such defaults.

16. Contractor Responsibilities

The Contractor shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, sub-Contractors, any persons employed by it, or under its control: (1) arising from the execution of the Work; (2) by reason of the existence, location, condition of any materials, plant or machinery used thereon or therein; or (3) which may happen by reason of their failure or the failure of

those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract. The Contractor agrees to indemnify and hold the Owner harmless from any such damages, losses, or expense, or claims by third parties, including any legal costs incurred by the Owner in connection therewith on a full indemnity basis.

17. Dispute Resolution

In the event of a dispute between the Contractor and the Owner, concerning any aspect of the contract, the parties agree that they will deal with the dispute in the following manner:

- 17.1 As soon as either party gives written notice of a dispute to the other party, then the Contractor's project manager and the Owner's project manager, or their authorized representatives, shall meet within 8 days and attempt to negotiate a resolution.
- 17.2 If this meeting does not resolve the dispute then the parties shall, within a further 8 days have a further meeting of the CEO of the Contractor (or functional equivalent) and the responsible Director for the Owner.
- 17.3 If the dispute is still not resolved at the meeting, then the parties will jointly select a mediator from the roster of mediators at the ADR Institute of Ontario Inc. (known as the ADR Institute), to mediate the dispute. They will then have a further meeting to mediate the dispute within 15 days from the failure of the CEO level meeting to resolve matters.
- 17.4 If the parties, cannot themselves agree on a mediator, one will be appointed by ADR Institute from its roster of mediators.
- 17.5 If mediation does not resolve the dispute then the parties agree that:
 - i. For a dispute where under \$150,000.00 is at issue they will jointly select an arbitrator, and where the parties do not agree on the choice within 10 days, then the ADR Institute shall appoint a single arbitrator from its roster. In either event, the arbitration will be conducted within a total of 45 days from the failure of the mediation to resolve the dispute and the provisions of the Arbitration Act, 1991 will apply to the arbitration. The parties shall share payment of the fees and disbursements of the arbitrator equally.
 - ii. For a dispute involving \$150,000.00 or more then, if each agrees to proceed by arbitration, the parties shall either: (a) jointly select a single arbitrator or (b) if they cannot agree on a single arbitrator then each shall, within 10 days, select an arbitrator and these

nominees shall, within a further 5 days, jointly select a third arbitrator to Chair a panel of three arbitrators. The arbitration shall be conducted pursuant to the Arbitration Act, 1991 and held within 90 days from the failure of the mediation to resolve the dispute or within such further reasonable time as is allowed by the arbitrator(s), on motion. The decision of the arbitrator(s) is to be released within 30 days of the conduct of the arbitration. The parties shall share payment of the fees and disbursements of the arbitrator(s) equally.

- 17.6 If one party does not co-operate or participate in either the negotiation phase or the mediation phase, then, after giving 7 days written notice to them of the default in co-operation, the other party is then free, if the amount in dispute is less than \$150,000.00 to proceed to the arbitration stage before a single arbitrator, selected by the ADR Institute. The resulting arbitration may be held without the opposite party being present, if they choose not to participate in it, and the decision of the arbitrator shall be as fully final, valid and binding on the parties as if the opposite party had been fully participating in it.
- 17.7 Any party is free to waive any of the above dispute resolution steps that take place prior to arbitration, by filing with the other party a written election to waive that particular step or to proceed right to the stage of arbitration, for amounts in dispute under \$150,000.00, or proceed right to the stage of arbitration (if on consent) or court action, for amounts in dispute of \$150,000.00 or more.
- 17.8 Regardless of the provisions of section 45 of the Arbitration Act, 1991, where the amount in dispute is under \$150,000.00, there shall be no appeal whatever, even on a question of law, from the decision of the arbitrator in any arbitration conducted under this dispute resolution regime.
- 17.9 If either party does not agree to arbitrate a dispute over \$150,000.00 then the parties shall be free to commence whatever court action they wish in order to resolve the dispute.

18. Alterations and Amendments

- 18.1 Owner shall have the right at any time to order changes in the work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Contract Change Order Form executed by Contractor and Owner prior to Contractor undertaking work pursuant to this Change Order.
- 18.2 Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain

unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work. The cost of such change, including costs to the Contractor of the remaining work shall not impact on the schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

19. Defective or Unsuitable

19.1 Items purchased in these documents, which are later found to be defective or unsuitable for their intended use, shall be returned to the Contractor forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Owner's discretion, and shall not be subject to any re-stocking charges.

20. Rejected Commodities

20.1 Upon rejection of commodity(s) the same shall be removed by the Contractor from the premises of the Owner within five (5) days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Owner may take such actions as it deems necessary. Rejected items left longer than five (5) days shall be considered as abandoned and the Owner shall have the right to dispose of them as its own property.

21. Trades Qualification and Apprenticeship Act

21.1 The Contractor shall be responsible for compliance to The Trades Qualification and Apprenticeship Act (TQAA). The Contractor shall be responsible for providing written proof of TQAA trades qualifications, such as a certificate of qualification or apprenticeship contract, to ministry inspectors.

22. Personal Property Security Act

22.1 The Contractor warrants that the goods/inventory/equipment being supplied to the Owner, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, or any third party statutory claims.

23. Disposal of Scrap Material

23.1 Scrap Materials shall be disposed of at a licensed landfill or recycling facility by the Contractor at his expense.

24. Site Conditions / Measurements

- 24.1 Notwithstanding any drawings or specifications provided in the Bid document, Bidders are required to satisfy themselves by personal visitation and examination of each site for the Work of the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface & sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work. The submission of a Bid shall be deemed proof that the Bidder has satisfied itself as to all the provisions of the Bid Documents and of all the conditions which may be encountered at the site or any other matter which may affect performance of the Work and no claims may be made by the Contractor based on the assertion by the Contractor that it was unformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract. The Contractor shall accept sole responsibility for any error or neglect on his/her part in respect to the foregoing. No after claim shall be allowed or entertained for any labour, equipment that may be required for the proper execution and completion of the Work, due to this failure to comply with the above.
- 24.2 Bidders shall be responsible for their own measurements and satisfying themselves to the site and working conditions.
- 24.3 At the end of each work day and when all work under this contract is completed, the contractor will clean up and remove all debris, surplus material, tools and equipment leaving the work area in a condition satisfactory to the owner.

25. Utilities

- 25.1 The location of the utilities as shown on the Contract Drawings are approximate only and the Owner does not warrant the completeness or correctness of the information shown. The Contractor shall verify the completeness and correctness of utilities information in the filed, by contacting utility companies, and shall exercise the necessary care in work operations, to take such other precautions as may be necessary to safeguard the utilities from damages and to repair any utilities damaged during work at no cost to the Owner. The Contractor shall notify any discrepancy of utility information to the Owner forthwith.
- 25.2 The Contractor shall request and obtain locates from all utilities prior to any excavation. All excavations near the vicinity of any underground utility shall be conducted in accordance with utility(s) policy/standards.

26. Survey Layout

The Contractor shall be responsible for survey layout.

The Owner shall, at any time during construction have the right to check the construction layout for accuracy. If any time during the progress of the work, any error shall appear or arise in the positions, levels, dimensions or alignment of any part of the Work, the Contractor shall at his own expense, rectify such error to the satisfaction of the Owner. The checking of the setting out of any line or level by the Owner shall not in any way relieve the Contractor of its responsibility for the correctness of the Work.

The Contractor shall supply the Owner with a copy of all necessary information to enable it to use the Contractor's field layout. All information, both on work sheets and on stakes, shall be neat and legible.

27. Provision Respecting Surveyor's Stakes or Monuments

When under the Contract, the area in which the work is being constructed, has been surveyed and stakes have been placed or monuments set for construction of legal boundaries, it shall be the duty of the Contractor and its employees to ascertain the location of these stakes and/or monuments and to protect them. Any legal stakes or monuments denoting lot or street limits which may become moved or disturbed by the Contractor's operations must be reset and their location again certified by an Ontario Land Surveyor and at the Contractor's expense. Should the Contractor fail to have these stakes reset promptly, the Owner may hire an Ontario Land Surveyor to do so. All costs in connection therewith shall be paid by the Contractor to the Owner before the final payment is made under this contract or in the alternative, said cost may be deducted from the Contractor's progress payments.

28. Traffic Control and Pedestrian and Vehicular Access

Prior to commencement of the work, the Contractor shall prepare and submit to the Owner at the pre-construction meeting for approval, a traffic management plan to ensure that vehicular and pedestrian traffic is maintained/controlled in a safe and orderly manner and in accordance with the contract requirements and Regulations.

A minimum of One (1) lane of traffic and safe pedestrian access must be maintained and controlled at all times during construction. When the day's work is completed, all traffic lanes in each direction shall be resumed unless otherwise stated.

The safe control of traffic through the project shall be the sole responsibility of the Contractor and shall be in accordance with the M.T.O. Manual of "Uniform Traffic Control Devices".

The Contractor shall maintain the local roads through the duration of the Contract along the local residential streets free of mud, dust, debris, potholes, etc caused by the Work.

The Contractor shall maintain at all time, safe pedestrian and vehicular access to properties, businesses and residences for the duration of the Contract.

All work necessary to ensure vehicular and pedestrian access through the project and to the residences and businesses shall be the responsibility of the Contractor at no additional cost to the Owner.

29. Haul Roads

The Contractor shall only use the haul roads allowed in the Contract for access to the Work site.

If any public road to be used as a haul road is damaged by construction traffic, the Contractor shall perform such work on the haul road, as necessary to provide safe passage and control of traffic thereon and shall on completion of the hauling operation, place such material and perform such work as ordered by the Owner to restore the road to its original condition without delay.

The contractor shall consider access for the delivery of materials, equipment and the movement of such equipment in the preparation of bid prices for the Work. No claim or request by the Contractor for additional monies in this regard will be considered.

30. Private Driveways

The Contractor shall at no time use any private driveway for the purpose of turning or storing of any trucks, cars, equipment or any vehicles used by its employees or sub-Contractors' employees.

31. Restriction of Use of Hydrants

The Contractor shall not make use of or interfere with any hydrant without the approval of the Owner, who in granting such approval, may charge such fee and make such regulations, as it deems necessary to safeguard the Owner's interest.

32. Restoration

The Contractor shall restore all features damaged or destroyed during the construction of the services under this contract to the satisfaction of the Owner and at no cost to the Owner.

33. Site Drainage

The Contractor shall be responsible for maintaining good site drainage until the project is complete.

34. Dewatering Excavations

All underground service and structure shall be constructed under a dry condition. The Contractor shall make all provisions necessary to prevent flow of water into the excavation and shall provide and keep in operation on each section of the work when and where necessary, dewatering systems of sufficient capacity to keep the bottom of the excavation of trench dry and free from water at all times until the section of work has been completed. They shall provide for the disposal of the water removed from the excavation so that it will not be injurious to public health, private property or to any operation of the work completed or under construction by the Contractor or others.

The Contractor shall note that the Ontario Water Resources Act requires that a permit be obtained for taking water in excess of 50,000 litres/day from any ground or surface source of water supply. The Contractor shall apply for and obtain such permit prior to implementation of the dewatering operation and at no extra cost to the Owner.

The Contractor shall also provide drawings of any dewatering system it proposes to use for review and approval by the Owner.

The Contractor shall take all necessary precautions to prevent damage to any work during and after construction, and will be responsible for the repair thereof.

The Contractor shall be solely responsible for all the cost of installation, operation, maintenance and removal of the dewatering system necessary to accomplish the work.

35. Inspection and Testing

35.1 The inspection of all bid items will be carried out by the Owner or the Owner's consultant to determine whether or not they meet the requirements of the Bid Document.

- 35.2 Any material or workmanship, which fails in any way to meet the terms of the Bid Document, is subject to rejection or to be purchased on an adjusted price basis. The decision of the Owner shall be final.
- 35.3 All costs associated with the inspection or testing of any service/material that does not meet the Owner's specification, shall be charged to the Contractor.
- 35.4 The Contractor shall give Twenty-Four (24) hours' notice of any operation, requiring either inspection or measurements by the Owner.

36. Provisional Items and Quantities

Items listed in the Bid as "Provisional Items", may or may not be required for completion of the Work called for under the Contract. The necessity for and/or actual quantities of these items will be determined by the Owner as the work progresses. Should any of these items be required, the Contractor will be compensated on the basis of the unit price(s) quoted. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

37. Invoicing and Payment

- 37.1 Invoices shall be submitted monthly
- 37.2 Invoices shall include the Contract Number/Bid Number, date, location and description of the work performed and copies of the signed/completed work orders.
- 37.3 Invoices shall be set up to reflect the agreed upon unit pricing as stipulated in the Bid Document for the work performed.
- 37.4 Submit invoices to: Township of Oro-Medonte, 148 Line 7 South, Oro-Medonte, Ontario, L0L 2E0
- 37.5 The Owner shall request that the Contractor(s) change the format of its invoice if it is not compatible with the Owner's payment system.
- 37.6 If an invoice is submitted in an improper format and/or calculated incorrectly, the invoice shall be returned to the Contractor(s) without payment.
- 37.7 Payment Term is net 30 upon receipt of an invoice and contract requirements being completed, and work being deemed satisfactory.

37.8 Payments made hereunder shall not relieve the Contractor from its obligations or liabilities under the Contract.

37.9 The Owner shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

38. Piggyback Option

Is a form of intergovernmental cooperative purchasing in which the bidder may extend the pricing, terms and conditions of this contract to other government entities, if agreed by the selected bidder/proponent. No individual person or agency shall be responsible in any way whatsoever for the actions or purchases of any other person or agency which may arise, directly or indirectly, as a result of this bid or any contract(s) which may result.

39. Negotiations

The Township may award the contract on the basis of the tenders received, without discussion. Each tender should therefore contain the Bidder's best terms and complete detailed information.

The Township reserves the right to enter in to negotiations with any selected Bidder(s). If the Township and the selected Bidder(s) cannot negotiate a successful agreement, the Township may terminate the negotiations and begin negotiations with the next selected Bidder(s). This process will continue until an agreement has been executed or all of the Bidder(s) have been rejected. No Bidder shall have rights against the Township arising from negotiations.

Subject to the other provisions in this section, the Ontario Provincial Standards for Roads and Public Works General Conditions of Contract November 2006 shall apply to this Contract.

Supplemental General Conditions

For the purpose of this Contract, the Ontario Provincial Standards, General Conditions of Contract (November 2006) shall be amended as set out herein.

Section GC1 Interpretation

GC1.04 Definitions

The following definitions in subsection GC1.04 are amended or added as follows:

“Addenda” means an addition to or a change incorporated into the Contract documents prior to execution of the Agreement.

“Agreement” means the agreement between the Owner and the Contractor for the performance of the Work which is included in the Contract Documents.

“Contract Documents” means, the executed Agreement between the Owner and the Contractor, the Tender, the General Conditions, the Supplemental General Conditions, Standard Specifications, Supplemental Specifications, Contract Drawings, Instruction to Bidders, Addenda incorporated into the Contract Documents before execution of the Agreement, Geotechnical Reports, such other documents as may be listed in the Agreement and subsequent amendments to the Contract Documents made pursuant to the provisions of the Agreement.

“General Conditions” means the general conditions forming part of the Contract Documents.

“Instructions to Bidders” means the instructions to bidders issued by the Owner comprising the terms and conditions for the call for bids.

“Specifications” means both the Standard Specifications and Supplemental Specifications.

“Standard Specifications” means a standard practice or specification required and stipulated by the Owner for the performance of the Work, including, the current Ontario Provincial Standard Specifications.

“Supplemental Specifications” means the additional specifications forming part of the Contract Documents, which supplement or amend the Standard Specifications.

“**Supplemental General Conditions**” means the additional general conditions forming part of the Contract Documents, which supplement or amend the General Conditions.

“**Tender**” means the Contractor’s bid or tender accepted by the Owner all in accordance with the instructions to Bidders.

GC1.07 Final Acceptance

GC1.07 is amended by the addition of the following:

.02 The Contractor acknowledges that Final Acceptance shall not be deemed to occur until the Work has satisfied all inspection and testing requirements and all deficiencies and defects in the Work have been rectified to the satisfaction of the Contract Administrator.

GC2.01 Reliance on Contract Documents

GC2.01.01 deleted and replaced with the following:

“.01 The Owner does not warrant the accuracy or sufficiency of the information furnished in the Contract Documents.”

GC2.01 Order of Precedence

GC2.02.01 shall be revised to read “In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order.

- a) Agreement
- b) Addenda
- c) Special Provisions
- d) Contract Drawings
- e) Specifications
- f) General Provisions
- g) Instructions to Bidder
- h) Tender
- i) Supplemental General Conditions
- j) General Conditions
- k) Geotechnical Reports

Later dates will govern within each of the above categories of documents.

The definitions contained in the General Conditions, as amended by the Supplementary General Conditions shall take precedence over the definitions contained in the Instructions to Bidders from and after execution of the Contract.

GC2.02.03 is amended to read:

“.03 In the event of any conflict in the contents of the Specifications, the following order of precedence shall govern:

- a) Supplemental Specifications;
- b) The most current version of Ontario Provincial Standard Specifications;
- c) Other Standard Specifications, such as those produced by CSA, CGSB, ASTM and ANSI and referenced in the Ontario

Section GC3 Administration of the Contract

GC3.05 Layout

GC3.05 is amended by deleting from the second sentence “shall” and adding “will not be”, and deleting the word “only”

GC3.07 Delays

Paragraph .01 of GC3.07 is amended by the deletion of “be reimbursed by the Owner for reasonable costs incurred by the Contractor as a result of such delay” and the substitution of”...make an application for an extension of Contract Time in accordance with GC3.06,”

GC3.13 Claims, Negotiations, Mediation

GC3.13.03.03 shall be amended by deleting “in exceptional cases this may be increased to a maximum of 90 days, with to approval in writing from the Contract Administrator.”

GC3.06.01 shall be amended to read, “Payment of the claim will be made on the next Payment Certificate issued after the date of resolution of the claim or dispute. Such payment will be made according to the terms of Section GC8, Measurement and Payment.”

Section GC4.0 Owner’s Responsibilities and Rights

GC4.02 is amended by adding:

“.03 In the event, the Owner for any reason, is unable to obtain any permit, license or certificate solely required for Project approval, the Owner may terminate this Contract upon providing not less than 5 Days’ notice to the Contractor without any liability, responsibility or other obligation to the Contractor whatsoever.

GC8.02.04.08 Payment For Work by Sub-Contractors

In GC8.02.04.08.01, sub-paragraphs (a), (b) and (c) are deleted and replaced with the following:

- a) 5% for the first \$ 3,000.00; plus
- b) 5% of the amount from \$ 3,000 to \$ 10,000; plus
- c) 5% of the amount in excess of \$ 10,000.00

1. General Specifications and Standard Drawings

Subject to the requirements of Clause 2, the Work in the Contract shall be performed in accordance with the latest revision of the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OSPD). These Standard Specifications and Standard Drawings, where applicable, shall form part of this Contract.

2. Special Specifications

Other Owner Standard Drawings and other special drawings and special provisions included in the Contract shall, when in conflict, take precedence over the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OSPD).

3. List of Specifications and Standard Drawings

A list of the OPSS and OSPD and other Owner Standard Drawings relevant to the contract is included in the Appendix. The list is prepared for reference only and should not be considered as an exhaustive list of all the specifications and standards that are applicable to this Contract. Any errors or omissions shall not be used as grounds for any claims whatsoever.

1. GENERAL

SCOPE

The scope of work under this contract includes site preparation, pavement resurfacing/rehabilitation and all other associated works at the locations listed below. This contract is divided into parts noted as follows:

Part 'A' - General

Part 'B' – Line 9 North – Horseshoe Valley Road to Warminster Side Road

Part 'C' – Mount St. Louis Road – Line 3 to Line 4

Part 'D' – 15th/16th Side Road – Line 12 to Line 13

Part 'E' – Line 7 South – Highway 11 to Ridge Road

Part 'F' – Bass Lake Side Road – 150m East of Line 13 to Line 14

Part 'G' – Line 2 North – Highway 11 to Ski Trails Road

Part 'H' – Langman Road – Line 14 to Old Barrie Road

1.2 COMPLETION DATE

The Contractor shall complete the work by **SEPTEMBER 30, 2019**.

1.2.1 - BONDS

The Contractor shall include in the lump sum price bid for this item all costs associated with obtaining a Performance Bond and a Labour and Materials Payment Bond as outlined in Document I – Section 12.3

1.2.2- INSURANCE

The Contractor shall include in the lump sum price bid for this item all costs associated with obtaining insurance as outlined in Document 1 – Section 23 - Insurance

1.3 LIQUIDATED DAMAGES

The Contractor acknowledges that the construction of the Work is designed to accommodate the requirements of the Owner and failure to attain completion of the work by the date of completion shall result in inconveniences and extent to the Owner, the exact extent of which it is virtually impossible to calculate. Consequently, the parties agree that their best estimate of the cost involved in delay beyond the Date for Completion, is FIVE HUNDRED (\$500.00) Dollars per day and said amount sum shall be paid, by the

Contractor to the Owner, for each Working Day of delay in attaining completion of the work beyond the date of completion, and shall be deemed for all purposes as reasonable compensation to the Owner for delay costs only. This amount is not and shall not be deemed to be a penalty, but is a fair estimate of the actual costs resulting from the delay and shall be charged and recovered in addition to other costs, damages, losses and claims incurred or suffered by the Owner or as otherwise provided for in the Contract Documents and that the foregoing amount shall be non-exclusive and in addition to all other rights and remedies of the Owner under the law or in equity or otherwise.

1.4 AWARD OF CONTRACT

Award of contract shall be subject to approval by the Corporation of the Township of Oro-Medonte and is expected to be in early March.

The Tenderer is advised that the scope of works as required by this tender may be changed at the discretion of the Township as may be necessary due to budgeting constraints or in the best interest of the Township. Should the Township exercise this option, the unit prices bid shall prevail with no additional claims to be considered by the Township.

1.5 QUALITY ASSURANCE

The Contractor and/or the sub-contractor undertaking any part of the work shall be experienced in carrying out the specific type of work and the personnel performing the work shall have valid license(s) required to perform the work of the specific trade.

1.6 MAINTENANCE OF TRAFFIC

The Contractor shall maintain, as a minimum, one lane of traffic at all times. At the end of each work day, one lane in each direction shall be open to traffic. The work shall be undertaken in a logical sequence through the construction period.

Traffic Control shall be in accordance with the Ontario Traffic Manual Book 7 Temporary Conditions and OPSS 543.

The Contractor shall note the Traffic Control and Pedestrian Vehicular Access requirements of Section 19 of the General Requirements (Document II).

The Contractor shall provide 24 hours advance notice to residents and business owners if driveway access is reduced or blocked during construction. The Contractor shall ensure that vehicular access to properties shall be restored and maintained for the entire entrance width within 24 hours after the culvert replaced.

The Contractor shall supply an adequate number of flagmen to direct traffic during construction, in accordance with the procedure outlined in the pamphlet 'Correct Method of Traffic Control', issued by the Construction Safety Association of Ontario and as directed by the Engineer.

Each flagman shall be competent and while controlling traffic, wear:

- An approved fluorescent blaze orange or fluorescent red safety vest, and;

- An approved fluorescent blaze orange or fluorescent red armband on each arm and an approved fluorescent blaze orange or fluorescent red hat.

The Contractor shall note that Maintenance of Traffic is a pay item

1.7 UTILITY CONFLICTS

The Contractor shall ascertain possible utility conflicts in the field at no cost to the Township. In the event a conflict is confirmed, the Contractor shall notify the Township forthwith. The Contractor shall take necessary corrective measures to ensure all adequate clearances with any other utility. No extra payment will be made for the corrective measures.

1.8 LAYOUT

The contractor shall utilize off-set stakes to ensure that the existing centerline and edge of pavement is maintained on the rural roads.

It shall be the Contractor’s responsibility to establish existing elevations and protect any survey stakes or bars that he may employ to layout the work. The Contractor shall ensure that all disturbed landscape features are restored to existing horizontal and vertical dimension unless specified otherwise.

All layout is a Contractor responsibility and all associated costs shall be borne by the Contractor.

1.9 DUST AND MUD CONTROL

Close control must be employed to keep dust from forming and blowing. It is the Contractor’s responsibility to control dust to the satisfaction of the Township of Oro Medonte.

Where conditions are such that mud is tracked onto existing pavement, or onto adjacent streets, the Contractor will be required to clean all fouled pavements daily as directed by and to the satisfaction of the Township of Oro Medonte. The cost of all such cleaning measures shall be borne by the Contractor.

1.10 SOILS REPORT

Not applicable

1.11 PRE AND POST CONSTRUCTION SURVEY

The Contractor shall provide pre and post construction information to the Township upon request and in a format acceptable to the Township, prior to submission of the final invoice. The Contractor is required to provide pre and post construction centerline road grades every 20m.

All costs associated with providing the survey information shall be borne by the Contractor.

1.12 WASTE MANAGEMENT

- i. The Contractor shall ensure that the County's municipal waste collection Contractor has, by 7:00 a.m. on the area's designated waste collection day, free and clear access to the subject lands. Where necessary, the Contractor shall move all waste materials / recyclables to an area where the waste Contractor can safely access and collect the waste.
- ii. In the event that the County's municipal waste collection Contractor is not able to access the subject lands, or the Contractor does not move the waste materials to a location where the materials are safely accessible for collection, the Contractor shall be solely responsible for the collection and disposal of any and all waste materials and any costs associated therein. Such collection of waste materials shall occur no later than 24 hours of the impacted area's designed collection day, including weekends. All waste materials collected by the Contractor must be disposed of at facilities licensed to receive subject wastes.

1.13 SUPERINTENDENCE

The Contractor shall employ a competent supervisor who shall be in attendance at all times at the Place of the Work while work is being performed, including times when the Contractor's forces are not on the site and all work is being carried out by Sub-Contractors.

The supervisor shall be approved by the Township and shall not be changed, except for good reason and only with the prior written consent of the Township.

The supervisor shall represent the Contractor at the Place of the Work and instructions given to him or her by the Township, or the Consultant shall be deemed to have been given to the Contractor.

The Contractor shall also appoint an alternate supervisor acceptable to the Township, who shall be in attendance at the Site at all times during the performance of the Work, when the supervisor is not present.

Payment will be by each square meter of driveway restored as measured in the field.

SP 2.06 – GRAVEL DRIVEWAY RESTORATION

Under this item and for the unit price bid, the contractor shall supply all labour and equipment required to grade and compact Granular A, 19mm CRLS or Limestone Screenings from the edge of pavement to the street line as directed by the Township

The contractor is to match the material of the existing gravel driveway and shall include any restoration required adjacent to the driveway to return it to original condition.

Maximum allowable slope to be no greater than 7%.

Payment for granular materials under this item will be paid under the Granular A item for the contract Part under which the work is completed.

Payment shall be by each (ea.) gravel driveway restored as measured in the field.

SP 2.07 – INTERLOCK DRIVEWAY RESTORATION

The unit bid price for this item shall include all labour, equipment and materials necessary to remove, stockpile and reinstate interlocking paving stones, including a 30mm levelling course of mortar sand, or limestone screenings over 200mm depth of 19mm diameter crusher run limestone base, including polymeric sand for joint filling, match existing driveway as directed in the field by the Township. Included in this item, shall be the removal and disposal off-site of the base material underneath the paving stones.

Existing stone units should be carefully removed and reused. If the existing paving stones, which are in place prior to construction are damaged so that there are too few to complete the driveway or walkway, then the Contractor shall provide stones which closely resemble the existing stones to complete the project. No additional compensation will be made to the contractor for providing such paving stones.

Payment will be in square metres (m2) of paving stones removed and replaced as measured in the field.

SP 2.08 – CONCRETE DRIVEWAY RESTORATION

Under this item and for the unit price bid, the Contractor shall supply all labour, material and equipment for sawcutting, removal and disposal of existing concrete in driveway and base materials off-site. Supplying, placing and compaction of 200mm of 20mm crusher run limestone granular base and concrete for driveway restoration equal to the original in thickness or 150mm, whichever is greater from the road to match the existing driveway, or as directed by the Township. Concrete shall have a 28 day strength of 32 Mpa with 6% entrained air.

Payment will be in square metres (m2) removed and replaced as measured in the field.

To the Corporation of the Township of Oro-Medonte, hereafter called the "Owner":

I/WE _____ hereafter called the "Bidder" declare:

- 1. THAT the Bidder has carefully examined the locality and site of the proposed works, as well as all the Bid Documents (including any Health & Safety Requirements) relating thereto, prepared, submitted and rendered available by the Owner, and hereby acknowledge the same to be part and parcel of any contract to be let for the Work therein described or defined.
- 2. THAT this Bid Form has not been changed or altered in any way from the original wording.
- 3. THAT no person(s), firm or corporation other than the one(s) bedding has any interest in this Bid or in the Contract proposed to be undertaken.
- 4. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
- 5. THAT the Bidder represents no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from in the Bidder is selected as the successful Bidder.
- 6. THAT the Bidder does not have any perceived or actual Conflict of Interest as defined in the Bid in providing a response to this Call for Bid, or in providing the Work under the contract contemplated for the Project, if awarded a contract by the Owner.
- 7. THAT all representations made in the said Bid are in all respects true, accurate, and complete.
- 8. THAT the Bidder hereby bid and offer to enter into a contract to do all the work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty,

currency exchange, taxes, in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.

9. THAT additions or alterations to or deductions from the said Contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provincial Items shall be deducted from the final cost of the Work and any quantities exceeding those shown will be added.
10. THAT the Bidder agrees to save the Owner, it's officers, agents, and/or employees, harmless from liability of any kind for the use of any design, composition, secret process, invention, article or appliance furnished or used in this Bid of which the Bidder is not the patentee, assignee, or licensee.
11. THAT the Bidder acknowledges that, except for any matters specifically disclosed by the Bidder in the Bidder's Bid with respect to the following matters (hereafter called the "Disclosure"):
 - a) The Bidder is not currently the subject of legal proceedings by the Township of Oro-Medonte in respect to Township's Property Standards By-law or Zoning By-laws.
 - b) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.
 - c) The Bidder is not a named party in litigation, judicial or arbitral proceedings against or by the Township with respect to any other procurement, contract or business transaction.

The Bidder agrees that its Disclosure, if any, shall provide specific details of the Disclosure. The Bidder further agrees that the Owner, shall be entitled at its sole discretion, to reject this Bid as a result of any Disclosure.

12. THAT if the Bidder withdraws this Bid in contravention of Section 12.1, Document 1, Instructions to Bidder, the Bid Security shall be forfeited to the Owner.
13. THAT the awarding of the contract, by the Owner is based on this submission, which shall be an acceptance of this Bid.
14. THAT if the Bid is accepted, the Bidder agrees to furnish all documentation, security and certifications as required by the contract document and to execute the

except only in the manner and as provided for herein, PROVIDED ALSO that the Owner shall not be liable or compelled to grant or issue any estimate or certificate for Work rejected or condemned by the Owner or to pay any money therefore until he Work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the Owner and it is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder shall not be construed as an acceptance of any bad or defective work or material, to which the same relates or as an admission or liability to pay any money in respect thereof and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the Owner at the time such estimate or certificate was granted, or monies paid thereon.

6. AND it is understood and agreed between the parties hereto as follows:

THAT this Agreement and covenants and conditions herein, and in the Contract and Contract Documents contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and Owner respectively.

7. IN this Agreement and in the Contract, of which this Agreement forms a part, the words "Bid", "shall", "may", "herein", "Work", "Contract", "Contract Documents", "Contract Security". "Contractor", "Owner", and the words used in the singular number or the masculine gender shall have the meaning and effect given to them in the Contract Documents where indicates, or in the Interpretation Act as amended.

IN WITNESS THEREOF, the Contractor and Owner have hereunto signed their name and set their seal on the day first above written.

CONTRACTOR

SIGNED, SEALED AND)

DELIVERED in the:)
presence of)

By: _____

Position: _____
(I have authority to bind the Corporation)

Witness: _____

The Corporation of the Township of Oro-Medonte

Per: _____
Shawn Binns, Director of Operations

CONTRACT CHANGE ORDER NO.

Description: _____ Purchase Order No: _____

Requested By: _____ Department: _____

The following description of work(s) and/or material(s), associated cost(s) have been approved and agreed upon by both signing parties:

The authorized changes, as stated, are subject to all provisions of the contract:

- 1. Revised Contract Price \$ _____
- 2. HST \$ _____
- 3. Sub Total Extra's \$ _____

With a completion and/or delivery date of _____ / _____ weeks.

Made this _____ day of _____ 201_____

Original Contact Price: \$ _____

The above mentioned contract is hereby amended by sum of:

With a completion and/or delivery date: _____

The Corporation of the Township of Oro-Medonte

Contractor/Supplier

Per: _____

Per: _____

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you in writing, by Registered Mail, that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligations incurred or to be incurred in connection with the above Agreement.

We hereby covenant with drawers, drawn under and in accordance with the terms of this credit that the same will be duly honoured if drawn and negotiated on or before

_____, 20 _____

For:

(Bank's Name)

(Branch Number)

(Address)

(Telephone)

(Signature of Officer)

Operations and Community Services Department
148 Line 7 South
Oro-Medonte, ON L0L 2E0
Tel: (705) 487-2171
Fax: (705) 487-0133

Bid Withdrawal Form

Prior to Closing Time & Date

During Bid Opening

Date: _____ Time: _____

Bidder: _____

Address: _____

Phone: _____

Bid Number: _____

Description: _____

I/WE _____ hereby request to withdraw my Bid

Submission for Bid No. _____

Furthermore, I/WE understand that I/WE may not subsequently revoke this request.

Township of Oro-Medonte

Bidder

Received by: _____)

If Bidder is a Corporation:

_____)

Name of Corporation: _____

Signed

Signature: _____

_____)

Position: _____

_____)

If Multiple Corporations add additional signature page

Date

If Bidder an Individual or Sole Proprietor

Name of Bidder: _____

Signature: _____

Witness: _____

If Bidder is a Joint Venture refer to the Definition of authorized person.

BID SUBMISSION LABEL

IMPORTANT

Please complete and affix this submission label onto the front of the envelope/box containing your bid submission.

FROM:

SEALED BID

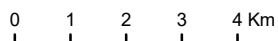
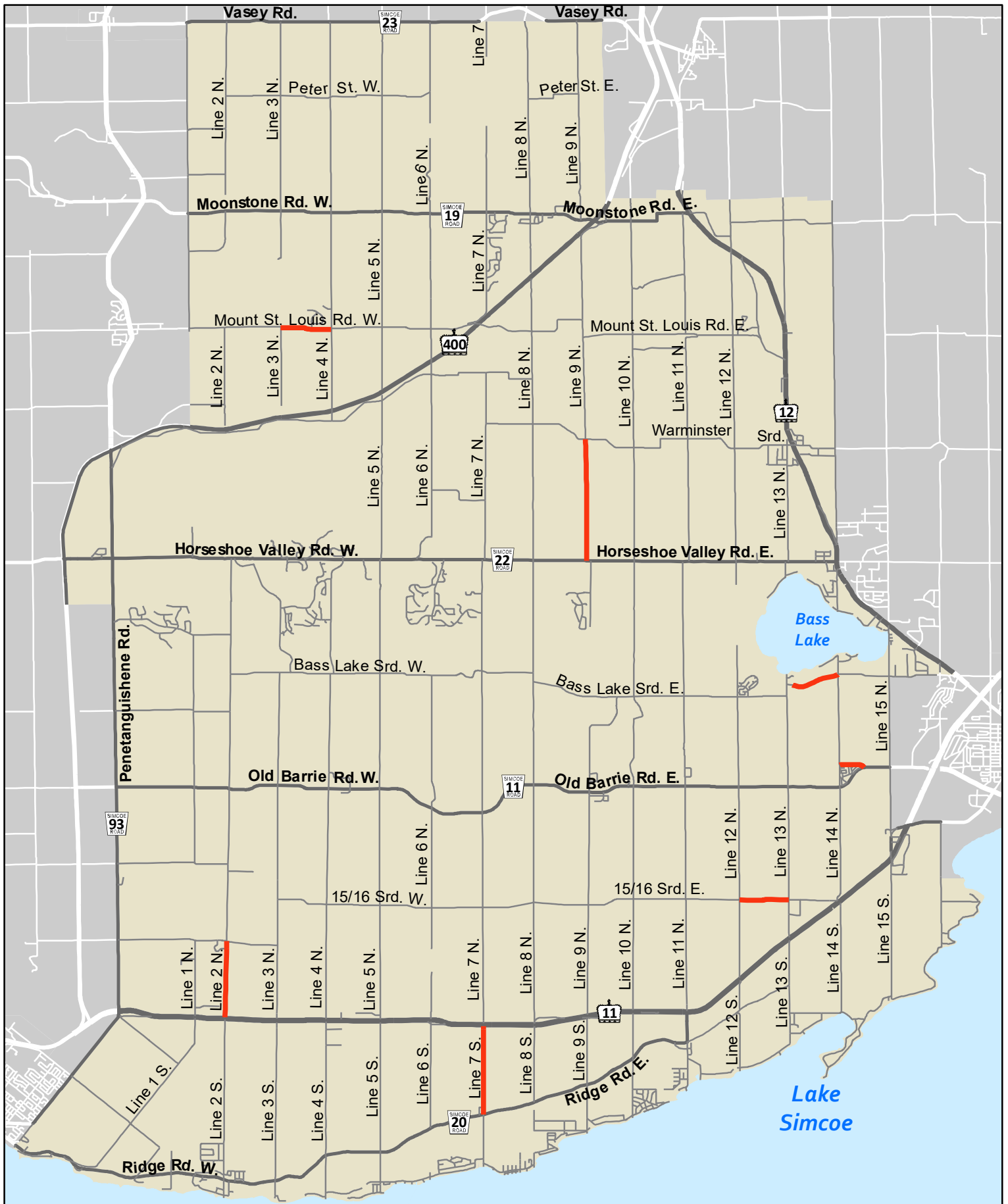
DELIVER TO: **CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE
OPERATIONS AND COMMUNITY SERVICES
DEPARTMENT**

BID NO.: OCS-2019-001
DESCRIPTION: ROAD REHABILITATION – VARIOUS LOCATIONS

CLOSING DATE: TUESDAY FEBRUARY 12, 2019

CLOSING TIME: 14:00:00 Hours (2:00:00 p.m.) Local Time

For Operations and Community Services Office Use Only



OCS-2019-001

January 2019

