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**TENDER**

**2018-18**

**MANHOLE REHABILITATION**

**Village of Cobden**

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## Section 1.0 – Tender Checklist

This checklist is provided for the convenience of the Tender to ensure that all required tender documents have been completed and enclosed in the tender envelope. Please check items required and return with your tender.

- Agreement to Bond
- Correct Forms (as provided)
- Properly Signed
- All Items Bid
- All Addendum Returned, if required
- List of Subcontractors & Value of Work Sub-Contracted, if required
- List of Tender's Experience

## Section 2.0 – Information to Bidders

Due Date: **Wednesday, August 29, 2018**

Contract Number: **2018-18**

Contract For: **Manhole Rehabilitation**

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### 2.1 Scope of Work

The scope of work to be completed under Tender #2018-18 includes repairs to seventeen (17) manholes, and one (1) storm catch basin as outlined in the tender document.

### 2.2 Register as a Bidder

It is mandatory that you register as a bidder with the Township at least 48 hours prior to tender closing. Please remit the following information to:

Sandra Moss, Executive Assistant

[smoss@whitewaterregion.ca](mailto:smoss@whitewaterregion.ca)

- Name of Company
- Name of Contact Person
- Phone Number
- Email Address

Failure to register will result in non-acceptance of your submission.

### 2.3 Submission of Tenders

Submissions will be received in a sealed envelope, clearly marked as to its contents using the *Envelope Submission Label* provided by the Township of Whitewater Region at the end of this document.

Proposals will be received at the Administration office of:

Township of Whitewater Region  
c/o CAO/Clerk  
44 Main Street, P.O. Box 40  
Cobden, ON K0J 1K0

Not later than **1:00 p.m. local time, Wednesday, August 29, 2018**

- a) Bids received later than the time specified will not be accepted regardless of the postal cancel date.
- b) Bids will be opened in public following the tender closing.
- c) All "Form of Tender" is to be received on the printed form provided.
- d) The lowest or any tender not necessarily accepted.

### 2.4 Questions & Request for Clarification

All questions, or requests for clarification must be submitted in writing on or before **3:00 p.m. Friday, August 24, 2018**.

No questions or requests for clarification will be addressed after this time. All submissions shall be provided to:

Sandra Moss, Executive Assistant  
[smoss@whitewaterregion.ca](mailto:smoss@whitewaterregion.ca)

The Township cannot be held liable for any oral explanation or interpretation provided.

## **2.5 Addenda**

Any and all addenda issued will be emailed to all registered bidders.

It is the bidder's sole responsibility to include all addenda issued with the tender submission.

## **2.6 Tenderers to Investigate**

The Tenderer shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of their bid for the completion of the Works.

In addition, Tenderer shall obtain their own information on all matters and things that may in any way influence them in making their tender and fixing the rates entered by them in the Schedule of Items and Prices. Tenderer shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of Contract.

## **2.7 Commencement/Completion of Work**

The Tenderer shall be able to commence work on the site not earlier than September 6, 2018, and shall have the job completed by November 15<sup>th</sup>, 2018.

## **2.8 Right to Accept or Reject Offers**

The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

The Tender must be submitted on the printed forms provided, which shall be completely filled out in ink or by typewriter and shall be duly executed by signing officer(s) of the corporation. Tenders may be invalidated if the forms are not properly or fully completed. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the Engineer will, upon request, give the requisite information.

## 2.9 Litigation

No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arms length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

## 2.10 Unacceptable or Unbalanced Tenders

Under no circumstance will an unbalanced tender be considered. The Owner will be the sole judge of such matters, and should any tender be considered to be unbalanced, then the owner will reject it.

## 2.11 Execute Contract

Tenders shall be open for acceptance for a period of **thirty (30)** days after the closing date. After this time, the tender can only be accepted with the consent of the successful bidder.

The successful bidder shall execute the contract documents and furnish the required documentation within **10 calendar days** of notification of Acceptance of Tender.

Failure by the successful bidder to meet the above requirements will entitle the owner to cancel the award of the contract. The owner may then elect to award the contract to another bidder or take such action as they choose.

## 2.12 Ability and Experience of Bidder and Sub-Contractors

The Owner reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work in the specified time.

The Contractor agrees to submit a list of any sub-contractors who will be carrying out any part of this contract. The list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Owner has the right to reject any of the sub-contractors so named. In this event, the

contractor shall arrange to have the work done by such other sub-contractor as may be approved by the Owner.

Sub-contractors shall be supervised on the job site at all times by a representative of the General Contractor. The contractor shall notify the Owner in writing of the names and positions of the person or persons so representing the General Contractor.

As part of this tender package standard forms for listing any sub-contractors have been included. The Tenderer shall include the completed forms with their submission of tender.

### **2.13 Interpretation of Tender Documents**

Bidders shall satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Township.

If a Bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Township representative named in this document who may send an addendum to all Bidders. The Township cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be emailed to all registered bidders. It is the bidder's sole responsibility to include all addenda issued with the tender submission.

Bidders attempting to contact Township staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

### **2.14 Requirements at Time of Execution / Prior to Commencement of Work**

The successful bidder will be required to submit the following documentation, in form satisfactory to the Township of Whitewater Region, at the time of the execution of the contract.

- a) Executed Agreement
- b) Bonds in compliance with the Tender Documents
- c) Insurance Documents in compliance with the Tender Documents (\$2,000,000)
- d) Workplace Safety and Insurance Board Clearance Certificate



## 2.15 Award of Contract

The Township reserves the right to award or not, any portion of the contract.

## 2.16 Accessibility for Ontarians with Disabilities Act (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025. The AODA is the foundation on which the subsequent accessibility standards are built. These standards include the Accessible Customer Service Standard, Ontario Regulation 429/07; the Integrated Accessibility Standards (encompassing Information and Communications, Employment and Transportation), Ontario Regulation 191/11; and finally, the Built Environment Standard, which is not yet law.

In 2007, the Ontario Government adopted the first AODA Standard, Ontario Regulation 429/07, respecting Accessibility Standards for Customer Service. All public-sector organizations in Ontario, including the Township of Whitewater Region, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public-sector organization.

It is the successful Bidder's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Community and Social Services website:

<http://www.mcsc.gov.on.ca/mcss/english/pillars/accessibilityOntario/accession/compliance>.

Upon award and prior to commencement of the work, the successful Bidder(s) must provide confirmation of completion of AODA training

Accessible formats or communication supports are available upon request.

## 2.17 Conditions

The award of this contract is subject to Council Approval and budgetary allocations.

The Township of Whitewater Region reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.

## Section 'C' – Form of Tender

Submitted by:

\_\_\_\_\_  
( Company Name )

To: The Corporation of the Township of Whitewater Region  
Attention: CAO/Clerk  
P.O. Box 40, 44 Main Street  
Cobden, ON K0J 1K0

Offer:

The undersigned Tenderer, hereinafter called "The Contractor" hereby offers to the Township of Whitewater Region, hereinafter called "The Township", to furnish all necessary tools, plant services, materials and labour to execute and complete in a careful and workmanlike manner the work set out in the Contract Documents.

Pursuant to and in compliance with the Invitation to Tender and the proposed Contract Documents relating to **Tender 2018-18 – Manhole Rehabilitation**, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with the local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby offers to fully perform the Work including furnishing of any and all labour and materials.

The undersigned also undertakes to do all the work required to construct and complete said Work in accordance with the Contract Documents at the prices tendered as follows:

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) **including H.S.T.** or such other sum as may be ascertained in accordance with the Contract Documents.

The Schedule of Items and Prices shall form part of this Tender. If there is any conflict between the Tender Sum entered above and the correct summation of the lump sum prices, the said summation shall take precedence.

This Tender is irrevocable for **thirty (30)** calendar days after the closing time, whether or not any other Tender has previously been accepted or not and whether notice of acceptance of another Tender has been given or not.

Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

**Company Bidding:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

I have the authority to bind the company:

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

### SCHEDULE OF MANHOLE REHABILITATION

DESCRIPTION OF WORK
The scope of work to be completed under Tender #2018-18 includes repairs to seventeen (17) manholes and one (1) storm catch basin as specified:

MANHOLE REHABILITATION CONDITION REVIEW & REQUIRED REPAIRS Village of Cobden								
#	Location	Condition				Repairs Required		
		Manhole Condition	Ring Damage	Infiltration	Inflow	Pressure Grout	Watertight Frame & Grate	New Rings
1	Ross/Archibald Intersection	Damp	severe					X
2	Ross/Morton Intersection	Damp	yes					X
3	Morton Street, house # 41	Fair		yes	yes	X	X	
4	Arthur/Archibald Intersection	Damp	yes					X
5	Morrison Street cul-de-sac	Poor	yes					X
6	Morrison/Wren Intersection	Fair	yes	yes		X		X
7	Wren Street	Damp						X
5	Gould Street, house # 48	Good	yes					X
6	Gould Street, fire station	Good	yes					X
7	Gould Street, house # 48	Damp	yes					X
8	Gould/Jason Intersection	Good			yes		X	
9	Gould Street, house # 17	Damp	yes					X
10	Gould/Meadow Intersection	Damp					X	
11	Meadow Street	Good						X

#	Location	Condition				Repairs Required		
		Manhole Condition	Ring Damage	Infiltration	Inflow	Pressure Grout	Watertight Frame & Grate	New Rings
9	Bromley/John Intersection	Damp		yes		X		
10	Bromley Street, house # 9	Damp	yes					X
11	Bromley/Simpson Intersection	Good						X
12	Crawford/Bromley Intersection	Good						X
13	Crawford/Jason Intersection	Good				X		X
14	Crawford Street, house # 18	Damp		yes		X		X
15	Crawford/Meadow Intersection	Good				X		X
13	Crawford/Meadow Intersection					X		X
14	Crawford Street, house # 8	Damp		yes		X		X
15	Dixon at Pembroke Street	Good						X
16	Dixon Street, house # 6	Damp	yes	yes		X		X
17	Dixon/Van Kessel Intersection		yes			X		X
18	Van Kessel, house # 26	Good						X
19	Van Kessel/Meadow Intersection	Poor				X		
17	Meadow/Creamery Intersection	Poor	yes	yes			X	X
18	Astrolabe, house #28	<b>Storm Catch Basin</b> to be lowered, grade and resurface to existing condition or better, to provide drainage						

SUB-TOTAL: \$ \_\_\_\_\_

HST: \$ \_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_

**SUBCONTRACTOR INFORMATION**

Check here \_\_\_\_\_ if **NO Subcontracting**

The **Bidder** shall list below, the Subcontractors which will assist in the completion of the work.

Name of Subcontractor	Address of Subcontractor	Work Type to be Subcontracted	Scope of Work & Experience

Note: If additional space is required please include extra pages as required.

**Bidder:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

(To be completed and returned with tender)

For whom work performed:

---

Year completed:

---

Value of work:

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Description of work:

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For whom work performed:

---

Year completed:

---

Value of work:

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Description of work:

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**LIST OF TENDERER'S SENIOR STAFF TO BE EMPLOYED ON THIS CONTRACT**

(To be completed and returned with tender)

Name:

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Position:

---

Qualifications/Experience:

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---

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Name:

---

Position:

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Qualifications/Experience:

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## Section 'D' – Form of Agreement

### AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN: The Corporation of the Township of Whitewater Region**  
(hereinafter called "the Township")

-and-

\_\_\_\_\_  
(hereinafter called "the Contractor")

**WHEREAS** the Corporation of the Township of Whitewater Region is desirous that certain Works should be completed, on Turcotte Road and has accepted the Tender by the Contractor for the completion of such Works,

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Form of Agreement
  - ii) Addenda
  - iii) Tender Specifications
  - iv) Standard Specifications
  - v) Form of Tender
  - vi) General Conditions of Contract
  - vii) Information to Bidders
- 3) In consideration of the payments to be made by the Township of Whitewater Region to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with

the Township of Whitewater Region to complete the Works in conformity in all respects with the provisions of the Contract.

- 4) The Township of Whitewater Region hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Engineer, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract against the Township of Whitewater Region or Engineer or his/her designate.
- 5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

Sample Agreement Only

) \_\_\_\_\_  
 )  
 ) I/We have the authority to bind  
 ) the corporation  
 )  
 ) Per:  
 ) \_\_\_\_\_  
 )  
 ) **Township of Whitewater Region**  
 )  
 ) I/We have the authority to bind  
 ) the corporation  
 )  
 ) Per:  
 ) \_\_\_\_\_  
 ) Hal Johnson, Mayor  
 )  
 ) \_\_\_\_\_  
 ) Robert Tremblay, CAO/Clerk

## **Section 'E' – General Conditions of Contract**

### **General Conditions of Contract**

It is the Contractor's responsibility to secure and be familiar with the general conditions of the contract document. Refer to OPSS Section GC1 - Interpretation, Volume 1: General Conditions of Contract.

## Section 'F' – Standard Specifications

### Standard Specifications

Unless otherwise noted, the Ontario Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) shall prevail.

The text of all OPSS is contained in the manual “Ontario Provincial Standard Specifications”:

- Volume 1 Construction
- Volume 2 Materials

OPSD are contained in the manual “Ontario Provincial Standards for Roads and Municipal Services” Volume 3

### Contract Drawings and Specifications

- a) The latest OPSS General Conditions of Contract shall apply to this Contract.
- b) Ontario Provincial Standard Specifications (most recent) shall apply
- c) Ontario Provincial Standard Drawings (most recent) shall apply

These generally apply to construction projects and may not be required for non-construction projects.

### 1. Order of Precedence

In case of any inconsistency of conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing the provisions of such documents shall take precedence and govern in the following order.

- a) Form of Agreement
- b) Addenda
- c) Tender Specifications

- d) Standard Specifications
- e) Form of Tender
- f) General Conditions of Contract
- g) Information to Bidders

## 2. **No Increase in Rates**

No Claim for increase in rates in the Form of Tender, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Township or their agents or employees or any other persons.

## 3. **Payments**

Progress payments will be made as per OPS General Conditions, including applicable holdbacks. Final payment will be made subject to OPS General Provisions of Contract, and the following conditions if applicable.

- a) Submission of material testing results if requested, indicating conformity with the applicable specifications.
- b) Submission of required documents including, WSIB clearance certificate.

## 4. **Supply of Materials**

The Bidder shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Township of Whitewater Region reserves the right to reject any supplier and or materials at the sole discretion of the Township of Whitewater Region.

## 5. **Notices, Permits and Licences**

The Bidder shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees for such notices, permits, licenses and inspections required to complete the Work.

#### 6. **Bidder's Supervision on Site**

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

#### 7. **Bidder's Schedule and Hours of Work**

The successful Tenderer shall be required, after receiving notice that their Tender has been accepted, to submit to the Township for approval, a detailed schedule with sufficient information to demonstrate completion of all aspects of the Works within the completion date requirements as determined by the Township.

#### 8. **Insurance**

The Bidder shall indemnify and save harmless The Corporation of the Township of Whitewater Region and against all claims, demands, loss, damages, etc. The Bidder shall keep in force, a comprehensive policy of public liability and property damage insurance acceptable to the Engineer providing insurance coverage in respect of any one accident to the **limit of at least \$2 million (\$2,000,000.00)** resulting from, or arising out of any act or omission on the part of the Bidder or any of his servants or agents during the execution of the Contract. The Bidder shall forward with the executed contract documents a certified copy of the policy or certificate naming the Township of Whitewater Region as also insured.

#### 9. **Health & Safety and WSIB**

The successful Proponent is required to conform with the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Township a valid Clearance Certificate issued by the WSIB.

#### 10. **Utilities**

The Bidder is responsible for arranging for utility locates. It is the Bidders duty to ensure the correctness of the locates before performing work in a sensitive area.

## 11. Private Property

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission in connection therewith.



## Section 'G' – Tender Specifications

### 1. Method of Work

The work to be performed generally includes the supply and operation of contracted equipment to perform the duties as described in this document.

The scope is meant to include the supply of all materials, equipment, labour and safety devices as necessary.

### 2. Haulage Routes

The requirements of the General Conditions of Contract shall apply with the following Special Provisions:

- i) The Contractor shall at all times keep their haulage routes free from materials spilled on the street surfaces by their equipment,

### 3. Quality Control

The Township reserves the right to sample and test materials on site. The Contractor shall co-operate with the Township in collecting quality control samples.

### 4. Protection of Public and Traffic

All traffic control, procedures and devices shall be provided by the contractor and conform to the requirements of the following references:

- i) The Ministry of Transportation "Ontario Traffic Manual (OTM) Book 7, latest revisions.
- ii) The Ministry of Transportation "Manual of Uniform Traffic Control Devices" (MUTCD).

## 5. **Traffic Control**

The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for the proper construction of the Work.

Construction signs, barricades, warning signs, lanterns, lights and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the Work, all at the expense of the Contractor.

Detour signing, in the event detours are required and/or permitted, outside of the Contract Limits shall also be carried out by, and at the expense of, the Contractor.

## 6. **Signalling**

The Contractor shall provide, at his own expense, flag persons where additionally required for the direction of traffic. The flag persons shall be on duty continuously when construction is being carried out adjacent to traffic.

## 7. **Notifications**

It is the contractor's responsibility to notify applicable utility, emergency services and the appropriate educational authority for school bus notification before closing any roadway to traffic.

**Envelope Submission Label**

**From:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Deliver to:**

**The Township of Whitewater Region**

**Administration Office**

**P.O. Box 40, 44 Main Street**

**Cobden, ON**

**K0J 1K0**

**TENDER NUMBER: 2018-18**

**CLOSING DATE AND TIME: Wed., August 29, 2018 1:00 PM LOCAL TIME**

**DESCRIPTION: MANHOLE REHABILITATION**