

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 15-05-796

Being a By-Law to authorize the Mayor and CAO to execute a Contract Agreement with Clean Water Works Inc. for the Cured in Place Pipe spot/point Repairs and Relining to rehabilitate various sanitary mains in the Village of Cobden.

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001 as amended, a Council may enter into agreements;

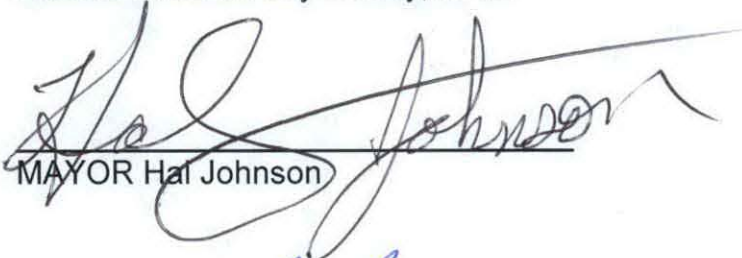
AND FURTHER that the Municipal Council for the Township of Whitewater Region deem it necessary to enter into an agreement with Clean Water Works Inc. to rehabilitate various sanitary mains in the Village of Cobden.

AND FURTHER that the Township of Whitewater Region's Engineer of Record, Jp2g Engineering and Consulting, issued an RFP for the project and received one submission.

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

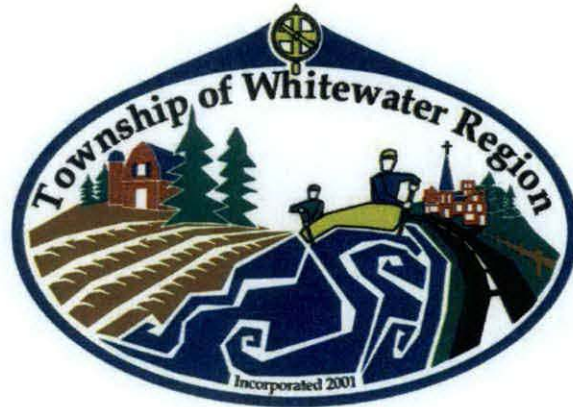
1. The Mayor and the CAO are hereby authorized to execute this Contract Agreement between Clean Water Works Inc. and the Township of Whitewater Region as per the Contract attached to this By-Law as "Schedule A".

Passed this 20th day of May, 2015.


MAYOR Hal Johnson


CAO/CLERK Christine FitzSimons

SCHEDULE "A"
TO BY-LAW 15-05-796



Request for Proposal

Contractor Services for

Cured in Place Pipe Spot/Point Repairs and Relining

Project No. 2156513A

Closes 2:00 p.m. local time XXXXXXXXXX April XX, 2015

Jp2g Consultants Inc.
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JPF - 2011 "A" 2015402
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Part A: INFORMATION TO PROPONENTS

1.0 PROJECT OVERVIEW

Jp2g Consultants Inc. is a Civil Engineering, Planners and Project Management Consulting firm retained by the Township of Whitewater Region. Jp2g is acting as the Owner's representative and are seeking Contractor Services for the Cured in Place Pipe Spot/Point Repairs and Relining of existing Sanitary Sewers. The Contractor will be retained to provide construction services for the Design, Repair of spot/point locations, Relining alternates, Quality Control and assurance, testing of installed product and final reports on installation of product.

1.1 Background

The use of trenchless rehabilitation technologies involves combining both construction and manufacturing practices into a single process. This integration of manufacturing and construction has evolved into a specialized industry with its own unique engineering principles and practices.

As a result of this rapidly changing industry and the integration of manufacturing with construction, it is important to qualify the technologies and the installer (Proponent) of the technology. This ensures that the technology (design, installation method, etc.) can stand up to reasonable engineering scrutiny and the installation Proponent has satisfactorily demonstrated that they have the capacity, expertise, resources and established procedures, including QA/QC to execute the rehabilitation effectively prior to contract award.

The Owner, The Township of Whitewater Region, is a municipality located in the County of Renfrew, Ontario. The existing sanitary sewers are displaying signs of minor ground water infiltration and pipe deterioration. For the purposes of this proposal, the work is located in the Village of Cobden, Ontario on Highway 17.

The Township is proactively looking at dealing with sewer collection system deficiencies in the most cost effective manner. On a routine basis, the Township inspects its sanitary sewer lines with cameras to identify areas in need of repair due to pipe failures, joint degradation, cracks in pipes and other age-related failures. To repair the deficiencies in sanitary sewer lines, the Township has elected to use Cured in Place Pipe (CIPP) Spot/Point Repairs and Relining.

i. Existing Conditions

Each Proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of work to be performed. Failure to do so will not relieve the successful proponent of their obligation to carry out the provisions of the contract.

CCTV reports and videos of existing conditions are included within the information available for the RFP.

1.2 Scope of Services

i. General

The Work includes Cured in Place Pipe Spot/Point Repairs and Relining of existing sanitary sewers, reinstatement and restoration of all disturbed areas as per the drawings and specifications, traffic control as per MTO Book 7 March, 2014 requirements and the management of a safe work site.

ii. Mainline Sewer Lining

The work includes, but is not limited to, mobilization and demobilization, all notifications to the all stakeholders and public, confirmation of existing sewer conditions, confirm/determine liner design parameters, sewer cleaning, preparation, CCTV

inspection, service connection reinstatement and any required flow control and/or flow bypass is included in the work necessary for CIPP rehabilitation of the mainline sewers.

1.3 Goals and Objectives

The goals of the mainline rehabilitation are to:

- i. Prevent infiltration and exfiltration at all identified locations;
- ii. Provide and restore flow capacity;
- iii. Restore structural integrity to the mainline sewer

1.4 Schedule

It is the intent of The Township of Whitewater Region, as a minimum, to have the mainline sewer rehabilitation complete by September 30, 2015.

2.0 PROPONENTS ACTIVITIES AND DELIVERABLES

2.1 Project Administration/Management

The successful proponent shall be responsible for all aspects of coordination and project management and shall designate, in writing, a project manager. All coordination of services between Township of Whitewater and the successful proponent shall be the responsibility of the respective managers.

The primary purpose of project administration / management is to keep the project within scope, budget, and on schedule and to ensure that appropriate quality control / quality assurance practices are used to provide the best product possible to The Township of Whitewater Region.

(a) Activities include:

- i. Confirm client requirements and objectives at project outset;
- ii. Initiate meetings including project kick-off meeting;
- iii. Provide a written schedule detailed with work activities and timelines;
- iv. Maintain all project documentation;
- v. Provide written project updates to Municipality on a weekly basis. The updates are to include specific status updates on schedule and budget;
- vi. Schedule, facilitate and record weekly meetings with the Municipality Project Manager throughout the inspection, installation and testing. The purpose of the meetings will be to review and update work progress (i.e., scope, schedule & budget) and to review and update project management plans;
- vii. Identify & manage risks associated with the project;
- viii. Proactive and thorough communication with Municipality throughout the duration of the project;
- ix. Manage overall project scope, schedule, budget & quality control; and
- x. Ensure all project changes are discussed and approved by Municipality in advance of proceeding with the work.

(b) Key deliverables include:

- i. CCTV inspection reports and videos to be submitted;
- ii. All quality control records including test reports.

2.2 Approvals/Permits

The purpose of this task is to ensure all pertinent legislation/permits are followed and the necessary approvals are in place in a timely manner.

(a) Activities include:

- i. Identify & obtain the appropriate approvals required for this project. Scope to include: compilation of application, complete works on Owner's behalf, obtain permission to act as owner's representative in this regard, submit application

- including all fees, follow up and supply additional information to authority as required, and receive approval;
- ii. Consult with all relevant approval authorities to ensure the approval requirements are incorporated into the design in the most cost-effective manner;
 - iii. Meet with all approval agencies as needed; and
 - iv. Obtain **Encroachment permit** from MTO specific to the on-street work for this project.

(b) Key deliverables include:

- i. Documented legislation & approvals required for this project;
- ii. Final approval certificates or authorizations from the relevant approval authority including all supporting documentation (environmental mitigation plans, drawings, reports, etc.);

2.3 Record Information Compilation

The purpose of this task is to compile and provide Municipality with photos of the work performed and CCTV inspection reports and videos.

3.0 INFORMATION FOR PROPONENTS

3.1 Proposal Submission

The response to this RFP shall be submitted using the **two-envelope system** as follows:

- The technical proposal shall include a searchable PDF electronic file and include five (3) bound copies of the proposal – clearly marked as **“TECHNICAL”** cost information shall not be included in the Technical portion of the submission.
- The financial proposal shall be submitted in a separate, sealed envelope (one copy only) and clearly labeled **“COST”**.

3.2 Insurance

The proponent is to provide professional liability insurance covering the services described in the agreement and the insurance policy is to provide coverage for an amount not less than \$2,000,000. The policy shall be continuous from the commencement of the services and continue for 12 months following completion of the services.

3.3 Assumptions

The proponent shall clearly identify all assumptions made in the preparation of the proposal. Additionally, the proponent is encouraged to outline other work considered essential to the successful completion of this project that was not identified by Municipality in this RFP.

3.4 Technology Selection Process

The selection process for the acceptance of rehabilitation technologies is based on the objectives of the rehabilitation, including stabilizing the pipe structure and eliminating the pipe and connection as a source of infiltration. These objectives are used to establish specifications and design criteria for the rehabilitation technologies to meet, including mainline cured-in-place pipe (CIPP) and a one piece cured in place pipe and connection liner.

The objectives for CIPP lining of mainline sewers are to prevent further structural deterioration, prevent corrosion, prevent root intrusion, prevent/reduce infiltration and improve flow characteristics. CIPP Lining will be a tight fit to the inside of the existing sewer and conform closely to the shape of the existing sewer without bridging, gaps, or voids. Design of CIPP liners shall be in accordance with the Design Section of this specification.

The requirements beyond being a one piece product are defined through the design and submission requirements outlined in the technical sections. These requirements include the design standard to be used (ASTM F1216-2007A), the design criteria (water table, pipe ovality, design life, factor of safety, etc.) and the installation process used.

3.5 Quality Control

While the qualification of the technology and installation Proponent is important to ensure the successful implementation of a mainline rehabilitation program, it does not preclude the need for sound quality control and performance management of the Proponent.

It is expected that the Proponent will have documented Quality Control and Quality Assurance (QA/QC) procedures involving the entire process. This is particularly important for the onsite manufacturing of the liner, including the liner wet out. The liner wet out involves the mixing of the resin and saturation of the felt liner. This process is critical in achieving the finished liner properties (Flexural Modulus and Flexural Strength) which form the basis for the engineering design.

Contractor shall be prepared to submit all quality control documentation to The Township of Whitewater Region.

3.6 Hard Copies

All proposals must be in hard copy or e-mail form. No facsimile transmissions will be accepted. Originals must be forwarded to the Municipalities Representative so that they may be attached to the original hard copy or e-mail for validity.

3.7 Late Submissions

The date and time of receipt of a Proposal shall be the date and time indicated by The Township of Whitewater date and time stamped on the Proposal.

3.8 Proposal Review

Any changes or revisions to this RFP will be issued to all proponents in writing as a formal addendum to this RFP. Prior to the Submission Closing Date, the Township of Whitewater may modify any provision or part of the RFP at any time upon notice in writing to the proponents. The Township of Whitewater will provide a reasonable time for the proponents to respond to such modifications including, without limitation, the opportunity to make any necessary revisions to their respective proposals.

3.9 Request for Clarification

Any proponent who has questions as to the meaning or intent of any part of this RFP or of the project, or who believes this RFP contains an error, inconsistency or omission, should submit a request for clarification. The *Proponent* is responsible to clarify any queries prior to submitting its *Proposal*. All enquiries related to this RFP should be directed in writing or e-mail to the person named below (the "Contact Person") no later than 10:00 a.m. Local time, April 10, 2015. Subject line will read "RFP # 2156513A, CIPP".

N. Roch Blaskovits
Jp2g Consultants Inc.
12 International Drive,
Pembroke, Ontario
K8A 6W5

E-Mail: Rochb@jp2g.com

Information obtained from any source other than the Contact Person shall not form part of this RFP and should not be relied upon. The Owner retains the right to decline to answer a given enquiry. Enquiries and responses will be recorded and may in the Owner's discretion be distributed to all *Proponents*, or the Owner may keep either or both the enquiry and response confidential if in the judgement of the Owner it is fair or appropriate to do so. If the query is pertinent to all *Proponents*, then all *Proponents* will be advised.

Responses to questions will be circulated to all *Proponents* in the form of Addenda.

Upon submitting a proposal, Proponents will be deemed to have received notice of all addenda that are posted on website Jp2g Consultants, and deemed to have considered the information inclusion in the proposal submitted. The Township, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

3.10 Background Information

Background information is available to proponents within the RFP. Any interpretation shall be at the Proponents risk and neither Owner nor Consultant shall be held responsible for the interpretation of the background information available from the file transfer site. All Proponents shall be deemed to have reviewed the available background information and shall be deemed to have full knowledge of what was contained on the attached DVD:

- ii. Site photos;
- iii. Main line CCTV;
- iv. Lateral Information; and
- v. Partial record drawings.

3.11 Period of Submission Validity

Proposals will be binding for ninety (90) Days: Unless otherwise specified, all formal proposals submitted shall be irrevocable for ninety (90) calendar days following proposal opening date, unless the proponent(s), upon request of The Township of Whitewater Region, agrees to an extension.

4.0 PROPOSAL EVALUATION CRITERIA PROPONENTS REQUIRED FOR THE REHABILITATION OF SANITARY SEWER BY TRENCHLESS CIPP METHOD

The proposals will be considered by The Township of Whitewater Region in two phases.

Phase 1 will be the evaluation of the technical proposals to determine which proposals meet the minimum technical requirements as determined by the Township of Whitewater Region's evaluation team, which includes representatives from Township of Whitewater Region and Township's consultant. Only those proposals that have met the minimum technical requirements as determined by the Township's evaluation process will proceed to Phase 2.

Phase 2 will be an examination of costs to determine the lowest cost proposal for only those proposals that meet the minimum technical requirements as determined by Township evaluation team in the Phase 1 evaluations of Technical Proposals.

4.1 Phase 1; Evaluation of Technical Proposals

General

All Proposals will be initially reviewed to determine compliance with the RFP requirements. Any Proposal not complying with the requirements of the RFP shall not be accorded any points or evaluated further, subject to the exercise by Township, in its absolute discretion, of any right or privilege it may have in this RFP, including without limitation its right to waive irregularities. The Township of Whitewater may exercise its rights and privileges under the RFP and reject a Proposal in accordance with same notwithstanding that it may be compliant.

The Evaluation Team will evaluate compliant (or deemed compliant as a result of the waiver by the Township of any non-compliance) Technical Proposals, which have not been rejected by the Township in accordance with a right or privilege of the Township, and in the evaluation assign points up to a maximum of 100 points. All Proposals will be scored on the basis of their response to evaluation criteria. Proposals receiving an evaluation score of 80 points or higher and have attained the minimum scores required for certain criteria will proceed to Phase 2.

An initial determination of compliance (including deemed compliance at Phase 1) shall not preclude a finding by the Township of non-compliance at Phase 2, particularly with respect to

non-compliance with the requirements for the Proposal Form (Phase 2) or any other discovered non-compliance with the RFP requirements.

Evaluation Criteria for Technical Proposals

The following criteria will be used in the Evaluation of Technical Proposals. Proposal submissions must address these criteria in the identification and order protocol shown below. Not following this identification and order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent's score.

Table 1 Evaluation Criteria

	Evaluation Category	Maximum Possible Score	Minimum Possible Score
1	Ability to Perform Work	20	
2	Staff Experience	10	
3	Work Plan, Organization and Customer Service	25	
4	Materials and Method for Rehabilitation of Mainline Sewers	10	8
5	CCTV Inspections of Mainline Sewer	5	
6	Health and Safety	5	
7	Quality Control and Quality Assurance Plan	20	15
	Total Score for All Categories	100	80
To proceed to Phase 2, Examination of Cost Proposal, the Technical Proposal must achieve the minimum required Scores both in Total and Individually			

4.1.1 Evaluation Category 1: Ability to Perform the Work

Similar Projects

Proponents are required to provide a list of at least three (3) similar projects of the same size, scope, and nature that were completed during the last consecutive five (5) years (this criteria may be relaxed for Township of Whitewater, given the lack of local contracting experience with trenchless lateral rehabilitation). Proponents are to include clients' names, addresses and telephone numbers, contact persons, the dates and locations, and approximate value of the works performed. The evaluation will be based on the extent to which these projects demonstrate the proponent's ability to fulfil requirements and not on the number of projects listed. The proponent shall give a brief description of the project according to the work as described above. The description should include the proponent's firm's involvement in the project, and any additional information which the proponent believes will assist the Township in evaluating past performance. Prior to completion of Proposal evaluation, the Township may request the proponent provide video on CD documenting any of the listed projects. The Township will select the projects to be included on the CD. For each project, the CD shall demonstrate the condition of sanitary sewer and connections before and after rehabilitation.

Proponents shall include a list of any similar on-going projects. Prior to completion of evaluation, the Township may request the proponent to facilitate a site visit for its representatives to any of the proponent's on-going projects as selected by Township. Prior to completion of evaluation, the Township may request the proponent facilitate a visit for its representatives to any manufacturing facility where the proponent's materials for this contract will be fabricated.

Explain how the proponent's experience on these similar projects demonstrates:

- i. The proponent's qualifications for the work on this contract;
- ii. The proponent's ability to perform the work on this contract;
- iii. The proponent's experience in inspection and rehabilitation of existing mainline sewer;

- iv. The proponent's ability to work cooperatively with a client;
- v. The proponent's ability to identify and implement the Township's requirements;
- vi. Evidence of past performance and ability to complete projects on time and within budget;
- vii. The proponent's knowledge of the Township's requirements and procedures;
- viii. The proponent's ability to work with regulatory agencies;
- ix. The proponent's knowledge of the standards, specifications, and repair methods required in this proposal; and
- x. The proponent's ability to work co-operatively with the public.

Corporate History

List, if any, all previous corporate names and former legal alliances or partnerships/holding companies/subsidiaries, in which your company was involved in the past five (5) years. Proponents with insufficient experience may not be considered for this project.

Proponents shall complete Statement "A". Proponent's Experience in similar work, listing projects mainline sewer rehabilitation and spot/point repairs.

4.1.2 Evaluation Category 2: Staff Experience

Team Members

Identify each key team member to be assigned to this project. Describe the key team member's functions. Provide resumes for each key team member, outlining their previous projects and their role on the project (e.g. CCTV Foreman, Prep Foreman, etc.). Include any sub-contracted staff being proposed for the project as key team members.

Please note that key personnel proposed for the project shall not be removed or replaced without obtaining The Township of Whitewater Region's written consent at least thirty (30) days in advance. If any named key personnel shall be replaced for any reason, the proponent shall promptly assign an acceptable, equally qualified replacement. Failure to do so may result in the termination of the contract.

The Township of Whitewater Region shall have the right to interview and approve any replacement of key personnel.

Confined Space Training

Provide evidence of confined space entry training for your personnel for this contract and any other relevant safety training and certificates.

4.1.3 Evaluation category 3: Organization, work Plan and Customer Service

Organization

Provide an overall organizational chart as it relates to this Contract, including names, roles and responsibilities of each key team member. Clearly identify the roles proposed for each key team member. Include work scope identification, liaison with the Township, design, engineering, technical support, project management and supervision for this project.

Where the proponent's team includes sub-Proponents identify where the sub-Proponents fit into the organization chart. Fully describe the role proposed for sub-Proponents.

Work Plan

Provide an overall work plan chart as it relates to this Contract, including details that describes the proponent's approach to all tasks it has determined to be necessary to complete the entire scope of work for this contract. Include details of bypass pumping where required providing a brief description of flow bypass equipment and arrangements (i.e., pump sizes and number, bypass line materials and sizes, etc.).

The work plan shall identify how all works will be carried out and completed within the timeframe stated in the RFP.

Plan for Utilization of Resources

Indicate the firm's plan for utilization of its resources that will allow Township flexibility in scheduling of work and will accomplish rapid completion of the requested work after it is assigned, using the personnel proposed for this contract.

Consortiums and Sub-Proponents

Indicate how the proponent's firm intends to perform the project (i.e., as an independent company, a partnership, a joint venture, or a combination involving a prime and sub-Proponents). Provide an overall corporate organizational chart depicting the essential organizational elements and senior personnel of all proposed firms.

Project Management

Indicate the proponent's project team's project management methods to (i) manage coordination between the various aspects of the project, (ii) meet schedules, (iii) manage special requirements, and (iv) discuss the proponent's capabilities to staff this project to ensure completion on schedule.

Customer Service

Provide a sample notification which the proponent's firm would distribute to residents and businesses in the areas affected by the work.

Submit a detailed description of the firm's course of action pertaining to concerns and complaints of residents and businesses.

Submit a detailed description of the firm's course of action pertaining to failed mainline liner and/or spot/point repair liner installations and their effects on residents and businesses.

4.1.4 Evaluation Category 4: Material and Method for Rehabilitation of Mainline Sewers

Submit a detailed description of assemblies, installation methodology and materials to be used for mainline rehabilitation. Describe the key construction and performance elements of the product that are relevant to Township's requirements. Complete Statement "B" Mainline CIPP Materials, Properties and Thickness.

Submit a summary of the key design results for the standard designs described in the Terms of Reference for each sizing requirement. Include the detailed standard designs as a clearly referenced appendix to this evaluation section. The appended standard design submissions should clearly show the design method used, all the parameters specified in the Terms of Reference for the standard including but not limited to the short and long-term CIPP physical properties used in design.

4.1.5 Evaluation Category 5: CCTV Inspection of Mainline Sewer

Describe how the CCTV inspection requirements will be met. Refer to OPSS's CCTV specification for requirements. Include sufficient information to demonstrate that the requirements are fully understood.

Describe the equipment for mainline CCTV inspection and how it will be used.

Explain the process that will be used to provide the sewer lateral CCTV inspection data in required submission format as outlined in OPSS's CCTV specification.

4.1.6 Evaluation Category 6: Health and Safety

Describe and/or provide all of your firm's Health and Safety policies and procedures pertaining to the nature of work as outlined in this proposal document, including but not limited to procedure for confined space entry and traffic safety. Company training programs should also be outlined.

The successful Proponent shall be expected to provide a project specific safety plan in addition to existing corporate safety manuals.

4.1.7 Evaluation Category 7: Quality Control and Quality Assurance Plan

Provide third party testing or reports that will serve to substantiate CIPP properties or other parameters used in design or relevant to the product. Where bonding to the surface of the existing sewer is required, submit information on the bonding mechanism and performance. Identify typical installation time requirements, the type of cure process to be used and the typical cure time. Discuss any impacts the materials and in-sewer material processing may have on any building occupants and the measures that will be taken to abate any impact should it occur.

Indicate the intended quality control system to monitor all aspects of the rehabilitation work and what corrective measures you will take if there is a deficiency including in wet-out, resin catalyst mix, CIPP installation, cured CIPP physical properties and fit/finish. It should be expected that the Proponent have the following, but not limited to, general components in there QA/QC documentation:

- Policies and Procedures:
 - Field records;
 - Process tracking; and
 - Field reference documents.
- Installation and Product Realization:
 - Site specific planning; and
 - Sample testing.
- Employee Responsibilities:
 - Site and Process management.
- Resource Management:
 - Equipment quality;
 - Critical equipment redundancy; and
 - Appropriate staff deployment.
- Training and Safety:
 - Training program; and
 - Training records.

While these are the basic QA/QC components, each technology or Proponent may have additional components due to their unique technology or process.

4.2 Phase 2: Examination of Cost Proposal

Phase 2 is reserved for only those proposals that have achieved the required minimum score in the Phase 1 evaluation of technical proposals. No Phase 2 consideration will commence until all Phase 1 evaluation is final.

Submit the Cost Proposal in a separate, sealed envelope, clearly marked "Cost Proposal".

The applicable Cost Proposal envelopes from Proponents passing Phase 2 will be opened and the arithmetic checked/corrected.

The Cost Proposals including form of proposal and other requirements of this RFP will be checked to ascertain compliance with the RFP requirements.

The successful proposal shall be the proposal with the lowest overall price that has passed Phase 1 Evaluation and is in compliance with the RFP requirements.

The Township of Whitewater reserves the right not to award the contract to any Proponent.

4.3 Proposal Checklist

The proposal shall be submitted in two-envelopes, clearly marked "Technical" and "Cost". The technical submission requirements shall be structured to include the following as described in detail in previous sections of the RFP:

- i. Ability to Perform the Work: includes the detailed description of past project experience similar in size and scope to the particular assignment for The Township of Whitewater Region. This would also include project references, preferably from other municipalities or utilities, a corporate profile;
- ii. Staff Experience and Training: includes the identification of key staff who will manage the various stages of the project, along with the experience and training related to their specific responsibilities on the project. Include resumes, a list of sub-contractors;
- iii. Work Plan and Customer Service: includes the proposed project schedule, resource allocation, organizational chart, approach to project management and customer communication protocol (e.g. notification and issues resolution policy);
- iv. Materials and Methodology: includes the submission of the proposed mainline liner and spot/point repair liner material specification, liner design, and installation methodology. It is important that this submission requirement is reviewed carefully against the technical specifications in the RFP to ensure full compliance;
- v. CCTV: includes description of the equipment and their methods of use for the mainline inspections; and
- vi. Health and Safety: includes the standard health and safety policies and procedures, but also includes training records to ensure the proposed staff has had appropriate training with respect to the proposed materials and installation method.
- vii. Quality Control and Quality Assurance Plan; indicate the intended quality control system to monitor all aspects of the rehabilitation work. Provide third party testing or reports that will serve to substantiate CIPP properties or other parameters used in design or relevant to the product.

5.0 GENERAL INFORMATION

5.1 Proponents Responsibility for Proposal/No Reliance on Township of Whitewater Region

The Proponent accepts sole responsibility for the preparation and submission of its Proposal including satisfying itself as to the requirements of all documents and the submission of materials and the Proposal within the required time frames.

5.2 Right of the Township of Whitewater

The issuance of this RFP constitutes only an invitation to submit Proposals. It does not commit the Township of Whitewater Region to enter into an Agreement with any of the Proponents. The Township of Whitewater is not bound to accept any Proposals and may proceed as it, in its sole discretion, determines on receipt of Proposals. The rights reserved by the Township of Whitewater Region include the right at any time and for whenever reason and without liability to any Proponent to:

- i. Conduct investigations with respect to the qualifications and experience of the Proponent and its members;
- ii. Require one or more Proponents to supplement, clarify, provide additional information in order for the Township of Whitewater Region to evaluate the Proposal submitted;
- iii. Waive any defect or technicality in any Proposal received;
- iv. Reject the Proponent as organized and suggest changes to the Proponent's members prior to the execution of any Agreement;
- v. Terminate, in its sole and absolute discretion, any and all subsequent consideration of, or Agreement with, any Proponent, if it believes a change in the

- membership of the Proponent, from that described in its Proposal, adversely affects the scoring of the Proponent's Proposal or the Proponent's ability to carry out the Engagement in accordance with the terms and conditions stated herein;
- vi. Supplement, amend, substitute or otherwise modify any part or all of this RFP including by extending any schedule or period of time;
 - vii. Issue one or more addenda to this RFP;
 - viii. Reject any or all Proposals or any portion thereof;
 - ix. Disclose to the public information contained in the Proposals;
 - x. Suspend, postpone or cancel this RFP in whole or in part with or without substitution of another RFP or proposal process;
 - xi. Take any action affecting this RFP, the RFP process or the Engagement that would be in the best interests of the Township of Whitewater Region; and
 - xii. Use any concept or approach suggested in any Proposal including its use in negotiating an agreement with the Successful Proponent or any other Proponent.

5.3 No Liability

The Township of Whitewater Region, its management, employees, consultants and agents accepts no liability for any costs, expenses, damages or otherwise of any Proponent for the proposal response to this RFP.

The Township of Whitewater Region, its Board of Directors, officers, employees, consultants and agents accept no liability for any costs, expenses, damages or otherwise of any Proponent in the event the Successful Proponent selected fails to comply with any terms, conditions or requirements of the RFP, any addenda to the RFP or the Engagement Agreement.

5.4 Disclosure of Information and Communication Procedures

- a. Disclosure by the Township of Whitewater Region
 - i. The Township of Whitewater will consider all Proposals as confidential, subject to the disclosure requirements imposed by applicable law. The Township of Whitewater Region will, however, have the right to make copies of all Proposals received for its internal review process and to provide copies to its staff, technical and financial advisors and representatives. Notwithstanding the foregoing, the Proponent acknowledges and agrees that the Township of Whitewater Region will not be responsible or liable in any way for any losses that the Proponent may suffer from disclosure of information or materials to third parties.
- b. Disclosure by the Proponent
 - i. The Proponent shall not disclose any details pertaining to its Proposal or any part of the selection process to anyone not specifically involved in its Proposal, without the prior approval of the Township of Whitewater Region. The Proponent shall not issue a news release or other public announcement pertaining to details of its Proposal or the selection process without the prior approval of the Township of Whitewater Region

5.5 Costs and Expenses of the Proponent

The Township of Whitewater Region accepts no liability for any costs or expenses incurred by the Proponent in responding to this RFP, responses to clarification requests and re-submittals, potential meetings, tours and interviews, subsequent negotiations, or any other cost incurred prior to the execution of the Agreement by the Township of Whitewater Region and the Successful Proponent. By submitting a Proposal, the Proponent agrees that it shall prepare the required materials and undertake the required investigations at its own expense and with the express understanding that it cannot make any claims whatsoever for reimbursement from the Township of Whitewater Region for any costs and expenses associated with the RFP process in any manner whatsoever or under any circumstances including, without limitation, the rejection of all or any of the Proposals or cancellation of the RFP or the Engagement.

5.6 Clarification of Proposals

The Township of Whitewater Region is not obliged to seek clarification from the Proponent regarding any aspect of its Proposal.

The Township of Whitewater Region shall have the right to request the Proponent to submit information to clarify or interpret any matters contained in its Proposal and to seek the Proponent's written acknowledgement of that clarification or interpretation. In addition, The Township of Whitewater Region may request supplementary documentation from the Proponent when there is an irregularity or omission in its Proposal or the documents submitted therewith. The Proponent should not assume the Township of Whitewater Region will request clarifications.

Supplementary documentation accepted by the Township of Whitewater Region and written interpretations that have been supplied or acknowledged by the Proponent shall be considered to form part of the Proposal.

5.7 No Conflict of Interest

The Proponent and members of the Proponent are requested to disclose any conflict of interest, real or perceived, which exists now or which may in the opinion of the Proponent exist in the future. The Township of Whitewater Region reserves the right to disqualify the Proponent if, in the opinion of The Township of Whitewater Region acting reasonably, it has a conflict of interest, whether such conflict exists now or arises in the future.

5.8 No Interest in another Proponent

The Proponent shall not have any interest whatsoever in any other Proponent or in the Proposal of any other Proponent nor enter into any arrangement, agreement or understanding either before or after the Submission Date that would have that result. Provided however, after the Closing Date, the unsuccessful Proponents or members of the unsuccessful Proponents may, with the consent of the Township of Whitewater Region, become involved in the Engagement, provided such involvement is limited solely to acting as a Sub-Proponent to the Successful Proponent.

5.9 Proponents to Ensure they Understand the Engagement

It is the Proponent's responsibility to ensure that it has all the necessary information concerning the intent and requirements of this RFP and the Engagement. The Proponent is solely responsible for examining and reviewing all documents and information provided or required pursuant to this RFP and for satisfying itself as to all other matters which may in any way affect the Engagement or the cost or time required to complete the Engagement. Nothing contained in this RFP or in any communications from the Township of Whitewater Region shall constitute any express or implied warranty or representation by the Township of Whitewater Region, except as explicitly stated herein and therein.

5.10 Waiver/No Reliance

The Township of Whitewater Region does not accept responsibility for any information, advice, errors or omissions which may be contained in this RFP or its appendices or any addendum. The Township of Whitewater Region makes no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or its appendices or any addendum and the Township of Whitewater Region shall not be responsible for any action, cost, loss or liability whatsoever arising from the Proponent's reliance on or use of such information or any other technical or historical schedules, data, materials or documents provided by the Township of Whitewater Region. The Proponent is responsible for obtaining its own independent financial, legal, accounting, engineering and technical advice with respect to any information included in this RFP, its appendices or any addenda or in any documents provided by the Township of Whitewater Region.

5.11 False or Misleading Information

If there is any evidence of misleading or false information in any Proposal, The Township of Whitewater Region may reject that Proposal.

5.12 Compliance with Applicable Laws

The Proponent shall be responsible, at its expense, for complying with all applicable laws relating to the Engagement and, except as explicitly stated in this RFP, for obtaining, maintaining and complying with all any approvals required for the Engagement.

5.13 Time of the Essence

Time shall be of the essence of this RFP and all Proposals.

5.14 Governing Law

This RFP and all activities connected therewith shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

5.15 Confidentiality

- c) "Confidential Information" means all information, whether transmitted orally, electronically or in written form, which the Proponent or the Proponent's representatives have received and may receive from The Township of Whitewater Region for the purposes of the Project and which may include, but is not limited to, all data, reports, interpretations, statements (financial or otherwise), specifications, performance information and records containing or otherwise reflecting information concerning The Township of Whitewater Region's systems, proprietary designs, equipment, products and / or technical information which the Proponent or the Proponent's representatives have received and may receive in the course of completing the Project.
- c) The Township of Whitewater Region may, at its sole discretion, disclose Confidential Information to the Proponent or the Proponent's representatives for the purposes of (1) the RFP process and / or (2) the project. Notwithstanding any such disclosure, the Confidential Information shall remain the sole and exclusive property of The Township of Whitewater Region and The Township of Whitewater Region shall retain all right, title and interest in and to the Confidential Information. The Proponent and the Proponent's representatives shall use the Confidential Information solely and exclusively for purposes of (1) the RFP process and or (2) the Project.
- c) Without limiting the generality of the permitted use of the Confidential Information, neither the Proponent nor the Proponent's representatives shall use the Confidential Information for the purpose of achieving any commercial or financial benefit. In addition, neither the Proponent nor the Proponent's representatives shall publish, reproduce, copy, disseminate or disclose the Confidential Information to others without The Township of Whitewater Region's prior written consent, which consent may be withheld for any reason.
- c) The Proponent's completed report shall be exempt from disclosure under the Freedom of Information and Protection of Privacy Act on the basis that it will include information about The Township of Whitewater Region's security systems and its disclosure has the potential to pose a significant risk to public health and safety.
- c) The Proponent shall keep a record of all Confidential Information furnished to it and to its representatives and of the location of such Confidential Information. The Proponent shall make every reasonable effort to secure the Confidential Information and the Proponent shall return all Confidential Information provided to the Proponent and its representatives immediately to The Township of Whitewater Region upon its request and in any event immediately upon completion or cessation of the Project. **The Proponent shall submit a statement in this RFP explicitly detailing the measures proposed to achieve this confidentiality and confirming a commitment to The Township of Whitewater Region's information security. The Proponent's statement shall include a commitment to ensuring that all representatives comply with and are bound by the terms and conditions of this confidentiality commitment.**

5.16 Standard Form of Contract

The standard form of contract to be used shall be the agreement attached in **Part "B"**. **This standard form will be edited to fit the proposed project with the selected proponent after the RFP process. Special conditions specific to this project will be included in the edited form as agreed by The Township of Whitewater Region and the selected proponent.**

Part B: CONTRACT AGREEMENT

**CONTRACT FOR CURED IN PLACE PIPE
SPOT/POINT REPAIRS AND RELINING**

This set of the Form of
Contract is to be
completed and submitted
as the Tender

FORM OF CONTRACT

Jp2g Project No. 2156513A

This Contract is submitted by:

Firm Name CLEAN WATER WORKS INC
Address 1800 BANTREE ST, OTTAWA, ON K1B-5L6
Telephone No. 613-745-2444

To: The Mayor and Members of Council of the Corporation of the Township of Whitewater Region

1. I/WE declare that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this tender or in the contract proposed to be taken.
2. I/WE further declare that this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that no member of the Corporation or any officer of the Township of Whitewater Region is or will become interested directly or indirectly as a Contractor in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom.
4. I/WE further declare that the several matters stated in the said tender are in all respects true.
5. I/WE further declare that I/WE have carefully examined the locality and site of the proposed works, as well as all the Plan/Profiles, Standard Drawings, Form of Tender, Tender and Bonding Information, Specifications, Special Provisions, General Conditions and Agreement relating to the said contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby tender and offer to enter into a contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange and federal and provincial sales tax in effect on the date of the acceptance of the tender, and all other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices set forth in the tender herein as follows:

WORKSHEETS (3)

+ \$21,000 ENGINEERING

FORM OF TENDER SCHEDULE OF UNIT PRICES JOB DESCRIPTION: TOWNSHIP OF WHITEWATER REGION CURED IN PLACE PIPE SPOT REPAIRS AND RELINING Part "A"						
CONTRACT NO: 2156513A						
Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
1.00		ADMINISTRATIVE & TRAFFIC CONTROL				
1.01	706, SP	Traffic Control/Detours	Ls.	1.00	18,750	18,750
1.02	SP	Bonds	Ls.	1.00	2,400	2,400
1.03	SP	Insurance	Ls.	1.00	2,500	2,500
PART "A" ADMINISTRATIVE & TRAFFIC CONTROL SUBTOTAL						23,650
Part "B"						
CONTRACT NO: 2156513A						
Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
2.00		MH 24A TO MH 24B				
2.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 24A to MH 24B	ea.	3.00	2025	6,075
2.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 24A to MH 24B including connections to the existing MH and all removals, disposals and restorations.	m	32.00	500	16,000
2.03		Repair of sanitary mains joints by use of sealing/grouting	ea	1.00	1,200	1,200
PART "B"						23,275
Part "C"						
CONTRACT NO: 2156513A						
Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
3.00		MH 24A TO MH 28A				
3.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 24A to MH 28A	ea.	1.00	2,900	2,900
3.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 24A to MH 28A including connections to the existing MH and all removals, disposals and restorations.	m	77.30	220	17,006
3.03		Repair of sanitary mains joints by use of grouting	ea	2.00	1,200	2,400
PART "C"						22,306
Part "D"						
CONTRACT NO: 2156513A						
Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
4.00		MH28A TO MH 29A				
4.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 28A to MH 29A	ea.	3.00	2025	6,075
4.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 28A to MH 29A including connections to the existing MH and all removals, disposals and restorations.	m	63.60	260	16,536
4.03		Repair of sanitary mains joints by use of grouting	ea	7.00	900	6,300
PART "D"						28,911

FORM OF TENDER
SCHEDULE OF UNIT PRICES
JOB DESCRIPTION: TOWNSHIP OF WHITEWATER REGION CURED IN PLACE PIPE SPOT REPAIRS AND RELINING
Part "E"

CONTRACT NO: 2116592A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
5.00		MH29A TO MH 33A				
5.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 29A to MH 33A	ea.	1	2,900	2,900 ✓
5.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 29A to MH 33A including connections to the existing MH and all removals,	m	76.3	250	19,075 ✓
5.03		Repair of sanitary mains joints by use of grouting	ea	3	1,000	3,000 ✓
PART "E"						24,975

Part "F"

CONTRACT NO: 2116592A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
6.00		MH33A TO MH 41A				
6.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 33A to MH 41A	ea.	7	2025	14,175 ✓
6.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 33A to MH 41A including connections to the existing MH and all removals,	m	79.7	250	19,925 ✓
6.03		Repair of sanitary mains joints by use of grouting	ea	3	1,000	3,000 ✓
PART "F"						37,100

Part "G"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
7.00		MH 41A TO MH 45B				
7.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 41A to MH 45A	ea.	1.00	2,900	2,900 ✓
7.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 41A to MH 45A including connections to the existing MH and all removals,	m	92.90	210	19,509 ✓
7.03		Repair of sanitary mains joints by use of grouting	ea	2.00	1,200	2,400 ✓
PART "G"						24,809

Part "H"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
8.00		MH 45A TO MH 49A				
8.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 45A to MH 49A	ea.	4.00	2025	8,100 ✓
8.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 45A to MH 49A including connections to the existing MH and all removals,	m	82.60	250	20,650 ✓
8.03		Repair of sanitary mains joints by use of grouting	ea	3.00	1,000	3,000 ✓
PART "H"						31,750

FORM OF TENDER
 SCHEDULE OF UNIT PRICES
 JOB DESCRIPTION: TOWNSHIP OF WHITEWATER REGION CURED IN PLACE PIPE SPOT REPAIRS AND RELINING

CONTRACT NO: 2156513A

PART "A" ITEM 1 TOTAL ADMINISTRATIVE & TRAFFIC CONTROL	23,650	\$0.00
PART "B" SUBTOTAL	23,275	\$0.00
PART "C" SUBTOTAL	22,306	\$0.00
PART "D" SUBTOTAL	28,911	\$0.00
PART "E" SUBTOTAL	24,995	\$0.00
PART "F" SUBTOTAL	37,100	\$0.00
PART "G" SUBTOTAL	24,019	\$0.00
PART "H" SUBTOTAL	31,750	\$0.00
SUBTOTAL	216,776	\$0.00
HST (13%)	28,181.88	\$0.00
TENDER TOTAL	244,956.88	\$0.00

OPTIONS TOTAL \$126,761

**FORM OF TENDER
SCHEDULE OF UNIT PRICES**

JOB DESCRIPTION: TOWNSHIP OF WHITEWATER REGION CURED IN PLACE PIPE SPOT REPAIRS AND RELINING

Part "A"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
1.00		ADMINISTRATIVE & TRAFFIC CONTROL				
1.01	706, SP	Traffic Control/Detours	ls.	1.00	18,750	18,750
1.02	SP	Bonds	ls.	1.00	2,400	2,400
1.03	SP	Insurance	ls.	1.00	2,500	2,500
PART "A" ADMINISTRATIVE & TRAFFIC CONTROL SUBTOTAL						23,650

Part "B"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
2.00		MH 24A TO MH 24B				
2.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 24A to MH 24B	ea.	3.00		
2.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 24A to MH 24B including connections to the existing MH and all removals, disposals and restorations.	m	32.00	16,000	16,000
2.03		Repair of sanitary mains joints by use of sealing/grouting	ea	1.00		1,200
PART "B"						17,200

Part "C"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
3.00		MH 24A TO MH 28A				
3.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 24A to MH 28A	ea.	1.00	2,900	2,900
3.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 24A to MH 28A including connections to the existing MH and all removals, disposals and restorations.	m	77.30		
3.03		Repair of sanitary mains joints by use of grouting	ea	2.00	1,200	2,400
PART "C"						5,300

Part "D"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
4.00		MH28A TO MH 29A				
4.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 28A to MH 29A	ea.	3.00		
4.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 28A to MH 29A including connections to the existing MH and all removals, disposals and restorations.	m	63.60	260-	16,536
4.03		Repair of sanitary mains joints by use of grouting	ea	7.00	900-	6,300
PART "D"						22,836

**FORM OF TENDER
SCHEDULE OF UNIT PRICES**

JOB DESCRIPTION: TOWNSHIP OF WHITEWATER REGION CURED IN PLACE PIPE SPOT REPAIRS AND RELINING

Part "E"

CONTRACT NO: 2116592A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
5.00		MH29A TO MH 33A				
5.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 29A to MH 33A	ea.	1	2,900	2,900
5.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 29A to MH 33A including connections to the existing MH and all removals,	m	76.3		
5.03		Repair of sanitary mains joints by use of grouting	ea	3	1,000	3,000
					PART "E"	5,900

Part "F"

CONTRACT NO: 2116592A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
6.00		MH33A TO MH 41A				
6.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 33A to MH 41A	ea.	7		
6.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 33A to MH 41A including connections to the existing MH and all removals,	m	79.7	250	19,925
6.03		Repair of sanitary mains joints by use of grouting	ea	3	1,000	3,000
					PART "F"	22,925

Part "G"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
7.00		MH 41A TO MH 45B				
7.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 41A to MH 45A	ea.	1.00	2,900	2,900
7.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 41A to MH 45A including connections to the existing MH and all removals,	m	92.90		
7.03		Repair of sanitary mains joints by use of grouting	ea	2.00	1,200	2,400
					PART "G"	5,300

Part "H"

CONTRACT NO: 2156513A

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
8.00		MH 45A TO MH 49A				
8.01	SP, 409, 460	Repair Sanitary Mains with Cured In Place Pipe (C.I.P.P.) 200 mm Ø from MH 45A to MH 49A	ea.	4.00		
8.02	460, SP	Provide Optional pricing to reline the 200 mm Ø A.C. sanitary main from MH 45A to MH 49A including connections to the existing MH and all removals,	m	82.60	250	20,650
8.03		Repair of sanitary mains joints by use of grouting	ea	3.00	1,000	3,000
					PART "H"	23,650

FORM OF TENDER	
SCHEDULE OF UNIT PRICES	
JOB DESCRIPTION: TOWNSHIP OF WHITEWATER REGION CURED IN PLACE PIPE SPOT REPAIRS AND RELINING	
CONTRACT NO: 2156513A	
PART "A" ITEM 1 TOTAL ADMINISTRATIVE & TRAFFIC CONTROL	\$0.00 23,650
PART "B" SUBTOTAL	\$0.00 17,200
PART "C" SUBTOTAL	\$0.00 5,300
PART "D" SUBTOTAL	\$0.00 22,836
PART "E" SUBTOTAL	\$0.00 5,900
PART "F" SUBTOTAL	\$0.00 22,925
PART "G" SUBTOTAL	\$0.00 5,300
PART "H" SUBTOTAL	\$0.00 23,650
SUBTOTAL	\$0.00 126,761
HST (13%)	\$0.00 16,478.93
TENDER TOTAL	\$0.00 143,239.93

6. I/WE agree that this offer is to continue open to acceptance until the formal contract is executed by the successful tenderer for the said work or until 90 calendar days after said opening, whichever event first occurs; and that the Corporation may, at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.

7. Attached to this Tender is a certified cheque in the amount specified in the "Tender and Bonding Information" made payable to Township of Whitewater Region, the proceeds of which shall, upon acceptance of this Tender, constitute a deposit which shall be forfeited to the Corporation if I/WE fail to file with the Corporation the completed Bonds specified in the "Tender and Bonding Information" and an executed Contract Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this Tender by the Corporation.

8. I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

9. I/WE hereby agree that the work specified in the Contract will be performed in strict accordance with the Plan/Profiles, Standard Drawings, Specifications, Special Provisions and General Conditions.

Name of Contractor


Witness or Seal

PER: _____
Signature of Contractor

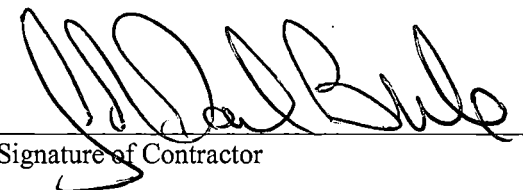
Dated at _____ this _____ day of _____ 2015

6. I/WE agree that this offer is to continue open to acceptance until the formal contract is executed by the successful tenderer for the said work or until 90 calendar days after said opening, whichever event first occurs; and that the Corporation may, at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.
7. Attached to this Tender is a certified cheque in the amount specified in the "Tender and Bonding Information" made payable to Township of Whitewater Region, the proceeds of which shall, upon acceptance of this Tender, constitute a deposit which shall be forfeited to the Corporation if I/WE fail to file with the Corporation the completed Bonds specified in the "Tender and Bonding Information" and an executed Contract Agreement for the performance of the work within ten (10) days from the date of notification of the acceptance of this Tender by the Corporation.
8. I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.
9. I/WE hereby agree that the work specified in the Contract will be performed in strict accordance with the Plan/Profiles, Standard Drawings, Specifications, Special Provisions and General Conditions.

CLEAN WATER WORLD INC
Name of Contractor



Witness or Seal

PER: 

Signature of Contractor

Dated at OTAWA this 28th day of APRIL 2015

LIST OF SUB-CONTRACTORS

DESCRIPTION OF WORK

NAME AND ADDRESS OF SUB-CONTRACTORS

C.I.P.P.

Traffic Control

Sanitary Sewer System Flushing

CCTV

By-Pass Pumping



ALL WORK "own forces"

AGREEMENT TO BOND

No. 100010979-033

WE, the undersigned, hereby agree to become bound as Surety for

CLEAN WATER WORKS INC.

(Contractor's Name and Address)

in a Bond totalling One Hundred Percent (100%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein and a Bond totalling Fifty Percent (50%) of the contract amount for the faithful payment of labour and materials related to the Contract if the tender for the Township of Whitewater Region

CURED IN PLACE PIPE SPOT PIPE REPAIRS AND RELINING

is accepted by the Owner.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the Bonds must be completed with the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

Dated this 28th day of APRIL 2015

COMPANY SEAL

TRAVELERS INSURANCE COMPANY OF CANADA

Name of Bonding Company

Signature of Authorized Person
Signing for Company

VIVIANE LESER, ATTORNEY-IN-FACT

Position

(Equivalent Agreement to Bond form from the Bonding Company is acceptable if this form is not used.)

ADDENDA

I/We hereby acknowledge receipt of Addendum No. 1 to 1* inclusive and confirm that the tender prices provide for the revisions as described in the addenda.

- * The Tenderer shall insert above the numbers of the Addenda received by them during the tendering period and taken into account by him preparing the Tender.

This is the 8th page of 8 pages to be submitted as the Form of Tender.



Addendum No. 01

Date	April 23, 2015	Pages	1 (incl. this page)
To	All RFP Takers	From	N. Roch Blaskovits
Client	Township of Whitewater Region	Jp2g No.	2156513A

Project Request for Proposal - Cured in Place Pipe Spot/Point Repairs and Relining

Addendum clarifications, revisions, deletions and inclusions shall be read with, and form part of, the original bid documents. All parties tendering the subject project shall take note of and include for the following revisions and/or information provided which supplement the Drawings and Specifications. Receipt of this addendum shall be acknowledged by inserting the addendum number in the space provided in the Tender Forms.

TO ALL BIDDERS

This Addendum shall form part of the Request for Proposal Documents and **shall be noted on Page 24** (Form of Contract page 8) of the Contract Form. Ensure that all parties and subtrades submitting bids are aware of the items included in this Addendum.

RFP SUBMISSION ADDRESS

The address for submission will be as follows:

Electronic Submission:

Electronic submission will be accepted at the following e-mail address;

CIPP@jp2g.com

Hardcopy Submission:

Hardcopy submissions will be accepted at the following physical address;

Jp2g Consultants Inc.
12 International Drive
Pembroke, Ontario
K8A 6W5

Attention N. Roch Blaskovits, C.E.T., rcca

End of Addendum No. 01

**CONTRACT AGREEMENT FOR TENDER FOR CURED IN PLACE PIPE
SPOT PIPE REPAIRS AND RELINING**

PROJECT NO. 2156513A

CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this 20th day of MAY, 2015

Between: CLEAN WATER WORKS INC. of the
CITY OF OTTAWA in the
County of _____, Province of ONTARIO.

Hereinafter called the "Contractor"
THE PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

Hereinafter called "The Corporation"
THE PARTY OF THE SECOND PART

WITNESSETH, That the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Contract Administrator, to do all the work as described hereafter, furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the Plans, Specifications and Tender herefore, which are identified and acknowledged in the Schedule of Plans, Specifications and General Conditions attached to the Tender document and all of which are to be completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS:

Cured In Place Pipe Repairs Spot Repairs and Relining of 530 linear meters of sanitary sewer from Cowley Drive to mid-block between Muskrat St and Astrolabe Road

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the General Special Provisions entitled "Liquidated Damages".

The Contractor agrees that any monies due the Corporation as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

ADDENDA

I/We hereby acknowledge receipt of Addendum No. 1 to 1 * inclusive and confirm that the tender prices provide for the revisions as described in the addenda.

* The Tenderer shall insert above the numbers of the Addenda received by them during the tendering period and taken into account by him preparing the Tender.

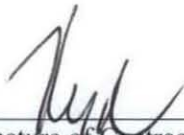
This is the 8 page of 8 pages to be submitted as the Form of Tender.

IN CONSIDERATION WHEREOF, Said party of the second part agrees to pay the Contractor for all work done, based on the unit prices of the Tender.

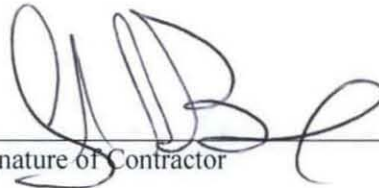
This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

Acceptance of the Contractor's offer by the Corporation and execution of this Agreement by the Contractor shall constitute a legally binding agreement between both parties.

IN WITNESS WHEREOF, the Contractor and the Corporation have hereto signed their names and set their seals on the day first above written.




Signature of Contractor Witness
and position held
or Corporation Seal



Signature of Contractor

Township of Whitewater Region



Signature of designated Municipal Officer
and position held
MAYOR HAL JOHNSON

Seal of the Municipal Corporation



Signature of designated Municipal Officer
and position held
CAO CHRISTINE FITZSIMONS

PERFORMANCE AND MAINTENANCE BOND

(SAMPLE)

Bond No. _____

Amount: _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, hereinafter called the Principal,
and

_____ as Surety, hereinafter called the
Surety, are held and firmly bound unto THE CORPORATION OF THE TOWNSHIP OF
WHITEWATER REGION, as Obligee, hereinafter called the Obligee, in the amount of
_____ Dollars (\$ _____) lawful money of Canada, for
payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of
_____ 2015, **TENDER FOR CURED IN PLACE PIPE SPOT PIPE
REPAIRS AND RELINING** - Township of Whitewater Region, in accordance with the plans and
specifications submitted therefore, which contract, plans and specifications and amendments thereto, to
the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall
promptly and faithfully perform said Contract, (including any amendments thereto, provided such
amendments do not collectively increase the amount to be paid to the Principal by more than 10% of the
amount of the Contract except with the written consent of the Surety) then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Contract, the Obligee
having performed Obligee's obligations thereunder, the Surety may promptly remedy the default or shall
promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or ...
- (2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its
terms and conditions, and upon determination by Obligee any Surety of the lowest responsible
bidder, arrange for a contract between such bidder and Obligee and make available as work
progresses (even though there should be a default or a succession of defaults under the Contract
or contracts or completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and
damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph
hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total
amount payable by the Obligee to Principal under the Contract, less the amount properly paid; by
Obligee to Principal.

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 15-05-796

Being a By-Law to authorize the Mayor and CAO to execute a Contract Agreement with Clean Water Works Inc. for the Cured in Place Pipe spot/point Repairs and Relining to rehabilitate various sanitary mains in the Village of Cobden.

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001 as amended, a Council may enter into agreements;

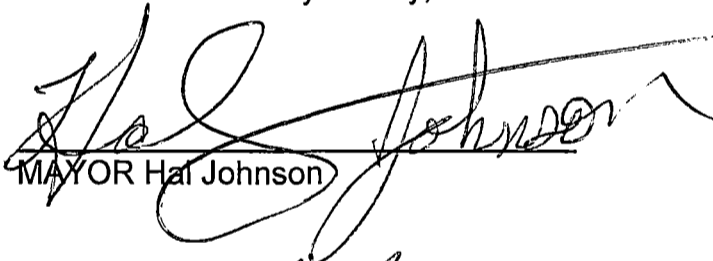
AND FURTHER that the Municipal Council for the Township of Whitewater Region deem it necessary to enter into an agreement with Clean Water Works Inc. to rehabilitate various sanitary mains in the Village of Cobden.

AND FURTHER that the Township of Whitewater Region's Engineer of Record, Jp2g Engineering and Consulting, issued an RFP for the project and received one submission.

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:


1. The Mayor and the CAO are hereby authorized to execute this Contract Agreement between Clean Water Works Inc. and the Township of Whitewater Region as per the Contract attached to this By-Law as "Schedule A".

Passed this 20th day of May, 2015.


MAYOR Hal Johnson


CAO/CLERK Christine FitzSimons

CERTIFIED TRUE COPY


Christine FitzSimons
CAO / Clerk
and Commission of Oaths
Township of Whitewater Region

PERFORMANCE BOND**CCDC 221 - 2002**No. 90031743Bond Amount \$244,956.88

CLEAN WATER WORKS INC., as Principal, hereinafter called the Principal, and **TRAVELERS INSURANCE COMPANY OF CANADA** a corporation created and existing under the laws of **CANADA** and duly authorized to transact the business of Suretyship in **CANADA** as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION** as Obligee, hereinafter called the Obligee, in the amount of **TWO HUNDRED AND FORTY-FOUR THOUSAND, NINE HUNDRED AND FIFTY-SIX ---- 88/100 Dollars (\$244,956.88)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated **20th** day of **MAY**, in the year **2015**

for
PROJECT NO. 2156513A, CURED IN PLACE PIPE SPOT / POINT REPAIRS AND RELINING TO REHABILITATE VARIOUS SANITARY MAINS IN THE VILLAGE OF COBDEN

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
- 4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **2nd** day of **JUNE**, in the year **2015**.

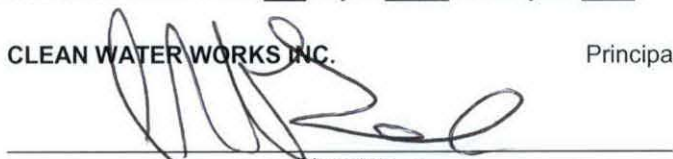
SIGNED and SEALED

in the presence of


ATTORNEY IN FACT

**CLEAN WATER WORKS INC.**

Principal


Signature
J. DEW - DEW PRESIDENT
Name of person signing**TRAVELERS INSURANCE COMPANY OF CANADA**

Surety


Signature
VIVIANE LESTER, Attorney-in-Fact
Name of person signing

LABOUR & MATERIAL PAYMENT BOND (Trustee Form)

No. 90031743

Bond Amount \$122,478.44

CLEAN WATER WORKS INC., as Principal, hereinafter called the Principal, and TRAVELERS INSURANCE COMPANY OF CANADA a corporation created and existing under the laws of CANADA and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION as Obligee, hereinafter called the Obligee, in the amount of **ONE HUNDRED AND TWENTY-TWO THOUSAND, FOUR HUNDRED AND SEVENTY-EIGHT-- 44/100 Dollars (\$122,478.44)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated 20th day of MAY, in the year 2015 for

PROJECT NO. 2156513A, CURED IN PLACE PIPE SPOT / POINT REPAIRS AND RELINING TO REHABILITATE VARIOUS SANITARY MAINS IN THE VILLAGE OF COBDEN

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below. Accordingly, no suit or action shall be commenced hereunder by any Claimant:
 - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.
 - i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
 - b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.

5. Any material change in the contract between the Principal and the Obligees shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **2nd** day of **MAY** in the year **2015**.

SIGNED and SEALED

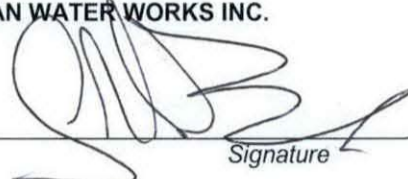
in the presence of

ATTORNEY IN FACT



CLEAN WATER WORKS INC.

Principal



Signature

JOHN D. BLUE PRESIDENT

Name of person signing

TRAVELERS INSURANCE COMPANY OF CANADA

Surety



Signature

VIVIANE LESTER, Attorney-in-Fact

Name of person signing



Copyright 2002

Canadian Construction Documents Committee

(CCDC 222 – 2002 has been approved by the Surety Association of Canada)