

KAWARTHA VILLAGE CO-OPERATIVE HOMES INC.

INVITATION TO TENDER (ITT) #19-263-01

ROADWAY, DRIVEWAY AND WALKWAY REHABILITATION

DATE ISSUED: Tuesday, January 8, 2019

**CLOSING: Wednesday, January 23, 2019
By 2:00 p.m. EST, Toronto Time**

Notice to Bidders

DATE: January 8, 2019

DESCRIPTION: Roadway, Driveway and Walkway Rehabilitation

CLOSING DATE: January 23, 2019

- Kawartha Village Co-operative Homes ("Owner"), a provider of social and affordable housing operating approximately 80 units of housing in Peterborough, Ontario, invites Bids for the above noted project.
- Bid Documents may be obtained from MERX - website: www.merx.com, e-mail: merx@merx.com; telephone number: 1-800-964-6379; Biddingo.com - website: www.biddingo.com, e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca/rfp.
- Bid Documents include (but are not limited to) the Scope of Work (Appendix 1), the Bid Form (Appendix 2) and the Agreement between Owner and Contractor (Appendix 3).
- Bid Documents shall be obtained at the Bidder's cost.
- Bids must be received before **2:00 p.m. EST on Wednesday, January 23, 2019** as determined by the time stamp applied by the Bonfire portal.
- The submission time established by the Bonfire portal shall be conclusive as to the time of submission of the Bid.
- Bidders must submit their Bids by uploading at:

<https://hscorp.bonfirehub.ca/opportunities/20097>
- **A site visit is scheduled for Wednesday, January 16, 2019, at 2:00 p.m. EST, Toronto time, at 152 Lansdowne Street East, Peterborough, ON K9J 8B5, Community Centre Office. It is mandatory that Bidders attend this meeting. Bidders unable to attend this meeting may be disqualified from bidding.**
- By submitting a Bid, each Bidder acknowledges that this tender process is administered by Housing Services Corporation ("HSC") on behalf of the Owner, and that HSC has no liability whatsoever to any Bidder as a result of this tender, any matter connected with this tender or any contract concluded as a result of this tender. By submitting a Bid, each Bidder irrevocably waives any and all claims it may have against HSC arising from or in any way connected to this tender or any contract arising from this tender and undertakes to make no claim or take any proceeding against any person, partnership or any other entity who or which might claim any relief against HSC as a result of this tender, any matter connected with this tender or any contract arising from this tender.

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ARTICLE I DEFINITIONS

1.1 **Words Used in Bid Documents** – For the purposes of the Bid Documents:

Addenda – Addenda may be issued during the bidding process. All Addenda become part of the Bid Documents. Only written Addenda shall be binding on the Owner.

Bid means the contents of and attachments to the Bid Form provided by HSC to the Bidder with the Invitation to Tender, as completed and submitted by Bidder.

Bid Closing Time means the date and time specified in the Invitation to Tender for receipt of Bids and as indicated by Bonfire's clock.

Bid Documents means the Invitation to Tender, these Instructions for Bidders, all of the documents identified as being applicable thereto, the Bid Form and all other documents, drawings, samples, modifications and specifications relating thereto, as the same may be amended from time to time.

Bidder means an individual, a company or any other entity which submits a Bid.

HSC means Housing Services Corporation.

HST means such sum as will be levied upon the Price by any applicable tax authority which is computed as a percentage of the Price and includes any form of sales tax and any similar tax, the payment or collection of which is, by the legislation imposing such tax, an obligation of the Bidder.

Owner means Kawartha Village Co-operative Homes.

Price means the total amount specified by the Bidder in paragraph 1 in the Bid Form.

Work means the total construction, installation, commissioning and/or other construction-related services to be performed pursuant to the Bid Documents.

ARTICLE II SCHEDULE

2.1 **Tentative Schedule:** The following dates are tentative and are subject to change without notice:

Task	Target Date
Posting of tender	Tuesday, January 8, 2019
Mandatory site meeting location: 152 Lansdowne Street East, Peterborough, ON K9J 8B5 Community Centre Office	Wednesday, January 16, 2019 2:00 p.m. EST, Toronto time
Deadline for questions	Thursday, January 17, 2019 By 5:00 p.m. EST, Toronto time
Answers to questions and distribution of addenda, as required	Friday, January 18, 2019

Task	Target Date
Tender Closing Date	Wednesday, January 23, 2019 By 2:00 p.m. EST, Toronto time
Evaluation of Bids	Wednesday, January 23, 2019 – Thursday, January 24, 2019
Tentative Award of Contract	Friday, January 25, 2019
Agreement to Take Effect	May 1, 2019
Completion of Work	August 31, 2019

ARTICLE III BID DOCUMENTS

3.1 Availability/Use -

- .1 Bid Documents may be obtained from MERX - website: www.merx.com, e-mail: merx@merx.com; telephone number: 1-800-964-6379; Biddingo.com - website: www.biddingo.com, e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca/rfp.
- .2 Bid Documents shall be obtained by the Bidder at Bidder's expense.
- .3 Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- .4 Bid Documents include (but are not limited to) the Scope of Work (Appendix 1), the Bid Form (Appendix 2) and the Agreement between Owner and Contractor (Appendix 3).
- .5 All documents, information, specifications, plans, drawings, or attachments provided by the Owner and pertaining to this Invitation to Tender remain the property of the Owner and shall be treated in strict confidence by the Bidder. No part of this Invitation to Tender may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the Owner, except for the purpose of this Invitation to Tender.

ARTICLE IV SUBMISSION OF BIDS

- 4.1 **Reimbursement** – The Owner and HSC will not be responsible for reimbursement of any cost incurred by the Bidder in preparing its Bid or otherwise incurred by the Bidder.
- 4.2 **English Language** – The Bid Documents and all communications and documents relating to the Work will be in the English language.
- 4.3 **Bid Form** – All blank spaces on the Bid Form will be filled in by the Bidder to the extent that information requested is relevant. Any interlineations, alterations or erasures will be adequately explained and initialed by the Bidder. Each page of the Bid Form, including any appendices provided by the Bidder, will clearly state the Bidder's name.

4.4 Compliance with Bid Documents – The Bidder will complete and submit its Bid Form in accordance with the Bid Documents and on the basis that the Work will be performed in accordance with the Bid Documents. If the Bidder is incapable of bidding to the Bid Documents, it should declare accordingly. The Owner may, at its sole and absolute discretion, consider for acceptance any Bid which is incomplete or which does not comply with the requirements of the Bid Documents.

4.5 Bid Closing Time – All Bids shall be received on **Wednesday, January 23, 2019 before 2:00 p.m. EST, Toronto time** ("Bid Closing Time").

4.6 Submission of Bids – Bidders shall submit their Bids by uploading them at:

<https://hscorp.bonfirehub.ca/opportunities/20097>

Requested Information:

All Bids and any supplementary material must include the following, in the format described below.

Name	Type	# Files	Requirement
Bid Form	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed.
- The maximum upload file size is 100 MB.
- Any documents embedded within uploaded files will not be accessible or evaluated.

Bids submitted using any other means will not be accepted. Bidders shall be solely responsible for the delivery of their Bids in the prescribed manner. All Bids must be completely uploaded prior to the Bid Closing Time. It is strongly recommended that Bidders allow sufficient time and at least ONE (1) hour before Bid Closing Time to begin the uploading process. It is not guaranteed that Bids will be received in time if uploading begins one hour before the Bid Closing Time.

4.7 Important Notices:

- Each item of requested information is instantly sealed and will only be visible after the Bid Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you submit your Bid.

- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.
- Housing Services Corporation uses a Bonfire portal for accepting proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to a Bid. You can also visit their help form at <https://bonfirehub.zendesk.com/hc/en-us>.

4.8 Late Bids – Bids which have not been completely uploaded prior to the Bid Closing Time will not be considered. The time at which a Bid is considered submitted and shall be the time the Bid upload is completed shall be conclusively established by the confirmation receipt issued by the Bonfire portal.

4.9 Bid Signing –

- .1 The Bid Form shall be signed by the Bidder.
- .2 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
- .3 Limited Company/ Corporation: Signature of a duly authorized signing officer(s). Insert the official capacity in which the signing officer acts under each signature. If the Bid Form is signed by a person other than the President, Secretary or Treasurer of the company, a copy of the authorizing by-law resolution of the Board of Directors must be submitted.
- .4 Joint Venture: Each party of the joint venture shall execute the Bid Form under its respective seal in a manner appropriate to such party as described above, similar to the requirements for a Partnership.

4.10 Bid Ineligibility -

- .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the sole and absolute discretion of the Owner, be rejected.
- .2 Bids and enclosures, including the Bid Form, which are incomplete or improperly prepared may, at the sole and absolute discretion of the Owner, be rejected.
- .3 Bids that fail to include an Agreement to Bond as required by paragraph 8 of the Bid Form may, at the sole and absolute discretion of the Owner, be rejected.

**ARTICLE V
BID ENCLOSURES/REQUIREMENTS**

5.1 Worker's Compensation and Safety -

- .1 All bidders shall provide proof of insurance from the Workplace Safety & Insurance Board or evidence that the Bidder does not require Workplace Safety & Insurance Board Insurance.

- .2 All Bidders shall conform to the regulations contained in the Occupational Health & Safety Act.

5.2 Insurance -

- .1 All Bids must be accompanied by a current in force certificate of the insurance noted below confirming that the Bidder has in place or will have in place the insurance covering the Work if the Bidder is successful:
- (a) general liability insurance in the amount of \$5,000,000;
 - (b) automobile liability insurance in the amount of \$2,000,000.
- .2 Photocopies of certificates for the above are sufficient; however, original documents are required from the successful Bidder before commencing the Work.

5.3 Site Examination –

- .1 A mandatory site visit at 152 Lansdowne Street East, Peterborough, ON K9J 8B5, Community Centre Office, has been scheduled as follows: **Wednesday, January 16, 2019 at 2:00 p.m. EST, Toronto time.**
- .2 As a requirement of the tender process the Bidder must review site conditions and scope of work, and shall be deemed to have done so.
- .3 Provide in the Bid for dealing with all existing site and building conditions, limitations and municipal requirements under which the Work is to be performed.
- .4 No allowance will be made to any Bidder resulting from failure to carry out the site examination and review of the scope of work.

It is mandatory that Bidders attend this meeting. Bidders who do not attend this meeting may be disqualified from bidding.

ARTICLE VI CLARIFICATION OF BID

- 6.1 Obligation to Inform** – Bidders will inform themselves concerning all conditions relating to the Bid which may affect the cost and performance of the Work.
- 6.2 Effect of Submission** – By submitting the Bid, the Bidder will be deemed to have fully satisfied itself of the nature of the Work, the material necessary for the execution of the Work, the availability of labour, the means of access to and the physical conditions of the site; to have obtained all necessary information concerning risks, contingencies and other circumstances which could affect its Bid; and to have reviewed, understood and provided for compliance with all relevant laws, commercial and technical conditions and specifications which are applicable to the Bid and the contract which would result from acceptance of the Bid.

- 6.3 Request for Clarification** – If the Bidder finds discrepancies in the Bid Documents, if the Bidder believes the Bid Documents do not fully cover the scope of the Work, or if the Bidder finds the intent or meaning of the Bid Documents or any statement therein to be unclear or ambiguous, the Bidder may forward, via e-mail to Rosabelle Gonzales at rfp@hscorp.ca, a written request for correction, clarification or interpretation on or before **Thursday, January 17, 2019 by 5:00 p.m. EST, Toronto time**. The Owner may, but will not be obligated to, respond to any such request.

Requests for correction, clarification, or interpretation by Bidders must be put forward on or before **Thursday, January 17, 2019 by 5:00 p.m. EST, Toronto time**. The reply, if any, will be in the form of an addendum, a copy of which will be posted on MERX – [website: www.merx.com](http://www.merx.com), e-mail: merx@merx.com; telephone number: 1-800-964-6379, Biddingo.com – [website: www.biddingo.com](http://www.biddingo.com), e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca by **Friday, January 18, 2019**.

- 6.4 No Oral Variations** – No oral explanation or interpretation will modify any of the requirements or provisions of the Bid Documents.

ARTICLE VII CONTENT OF BID

- 7.1 Currency** – The Bid, and any resulting contract and payments thereunder, will be made in Canadian currency and will not be subject to exchange rate adjustments.
- 7.2 Included Prices** – Items in the Bid for which no specific information or price is entered will be deemed to be included with the information or prices entered for other items and no additional payment will be made for any such items.
- 7.3 Supply of Equipment and Materials** – All equipment, material, labour and other items required for completion of the Work (other than any listed in the Bid Documents as being supplied by Owner or others) are to be provided by the Bidder and included in its Bid, regardless of whether they are included in or differ from the quantities of equipment, material, labour and other items shown in the Bid Documents.
- 7.4 Compliance with Bid Documents** – In preparing its Bid, the Bidder must comply with all provisions of the Bid Documents. If the Bidder contemplates changes to any provisions, the Bidder must submit a request for clarification in accordance with Section 6.3.
- 7.5 Incorporation by Reference** – Whether or not a Bidder submits a Bid using the Bid Form identified in the Invitation To Bid, all Bids will be deemed to state that the Bidder has carefully examined the Invitation To Bid and all Bid Documents related thereto and that the Bid constitutes an agreement to enter into a contract with the Owner to perform the Work upon the terms and conditions set out in the Bid Documents.
- 7.6 Duties of Bidder** – Before submitting a Bid, the Bidder shall be deemed to have visited the site, examined all available and relevant drawings and specifications and studied existing conditions and limitations, including the laws, ordinances and regulations affecting the Work, even if the Bidder has not done so in fact. The Bidder will be solely responsible for determining the extent

of the Work in question. If the Work is more extensive than the Bidder anticipated, there will be no payment for any amounts (for extras, or otherwise) other than the Price.

ARTICLE VIII ACCEPTANCE OF BIDS

8.1 Duration of Bids – Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the tender closing date in accordance with the terms of the Bid Form.

8.2 Evaluation of Bids –

- .1 The Owner shall have the right to clarify any portion of a Bid with any Bidder, and to negotiate with one or more Bidders during the evaluation process.
- .2 The Owner and HSC shall not be liable in any circumstances whatsoever for the costs or expenses of any Bidder in preparing its tender.
- .3 The Owner shall open the Bids privately. The lowest, or any particular Bid, or any Bid at all, will not necessarily be accepted. Conversely, the Owner may consider and accept (or reject) any Bid at all, even if the Bid does not comply with the requirements or criteria in the Bid Documents. The Owner may consider any criteria it deems appropriate in its sole and absolute discretion in evaluating Bids and in accepting a Bid, if it chooses to accept any Bid at all. In evaluating Bids, the Owner may, in its sole and absolute discretion, consider any combination of factors which the Owner, in its sole and absolute discretion, considers to be in its own best interests. The Owner reserves the right to negotiate with any or all Bidders after the Bids have been opened and prior to awarding a contract. The Owner further reserves the right to re-tender the Work after having opened the Bids. The Owner reserves the right to discuss details of the tender with anyone it deems necessary, including any Bidders, for any reason it deems fit, including the determination of the Owner's preferred Bidder and the successful Bidder for the Project.
- .4 By submitting a Bid, the Bidder acknowledges and agrees that the Owner and HSC and each of their respective officers, directors, employees and agents shall not be liable in any circumstances whatsoever for any costs or damage arising directly or indirectly in connection with the preparation, submission or evaluation of a Bid. By submitting a Bid, the Bidder acknowledges and agrees that it shall have no claim against the Owner or HSC or any of their respective officers, directors, employees or agents for any costs or damage and absolutely waives any right or cause of action by reason of the Owner's failure to accept a Bid, whether such cause of action arises in contract, negligence, bad faith or otherwise.

8.3 Bid cancellation – The Owner reserves the right to cancel or amend this Invitation to Tender at any time. In the event of any such cancellation, the Owner and HSC shall not be obligated to pay any costs, damages or claims of any type or kind to any Bidder or potential Bidder.

8.4 Rights of Bidder – The Bidder may request in writing to either withdraw its Bid, amend its Bid, or submit a further Bid at any time prior to the Bid Closing Time. The Owner may or may not permit such withdrawal, amendment or further Bid in its sole and absolute discretion. The

Owner, in its sole and absolute discretion, may choose to treat the last Bid received from a Bidder as superseding and invalidating all Bids previously submitted by that Bidder. Amendments permitted to the submitted Bid must be received in writing and endorsed by the same party or parties who signed and sealed the original Bid.

- 8.5 Time of Acceptance** – A Bid will be deemed to be accepted when a letter of acceptance issued by the Owner is delivered to the Bidder.
- 8.6 Contract** – The accepted Bid, together with the Owner's written letter of acceptance and blank Agreement Between Owner and Contractor attached to the Bid Documents, whether or not executed by Bidder or Owner, will constitute the contract between the Owner and Bidder until execution of the formal Agreement Between Owner and Contractor. Upon execution of the formal Agreement Between Owner and Contractor by the Owner and Bidder, it shall take precedence over all previous contractual documents only to the extent of any inconsistency with previous documents. This Invitation to Tender and the Agreement Between Owner and Contractor shall be governed by and construed in accordance with the laws of the Province of Ontario. The Bidder, by submission of a Bid, irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

ARTICLE IX SECURITY

- 9.1 Performance Security** - The successful Bidder will be required to obtain the following security for performance of its obligations under the Contract:

Agreement to Bond indicating 50% Performance Bond and 50% Labour and Material Bond

ARTICLE X GENERAL

- 10.1 Confidentiality** - All information provided by or obtained from the Owner in any form in connection with this ITT either before **or after the issuance of this ITT**:
- a) is the sole property of the Owner and must be treated as confidential;
 - b) is not to be used for any purpose other than replying to this ITT and the performance of any subsequent agreement;
 - c) must not be disclosed without prior written authorization from the Owner; and
 - d) shall be returned by the Proponents to the Owner immediately upon the request of the Owner.

Confidential Information shall not include:

- i. information generally available to the public other than as a result of a breach of these confidentiality obligations;

- ii. information that becomes available to either party through no breach of any contract or law;
- iii. information that either party develops independent of the information provided to it by the other party; or
- iv. information that is required to be disclosed by applicable laws or regulation including the Municipal Freedom of Information and Protection of Privacy Act (Ontario) which is binding on the Owner.

10.2 Assignment – The Bidder will not assign its Bid or any contract constituted pursuant to Section 8.6 or any of its rights or obligations thereunder without the prior written consent of the Owner, which may be withheld in the Owner's sole and absolute discretion.

10.3 Severability – If any provision of the Bid Documents is found to be illegal, invalid or unenforceable, such provision will be deemed to be severed from the Bid Documents and of no force or effect, and the legality, validity and enforceability of the remaining provisions will not be affected.

10.4 Notice – Each notice, request, demand, approval or other communication required or permitted to be given by the Bid Documents will be in writing and shall be deemed to have been properly given and received as follows:

- (a) In the case of the Owner, the communication shall be delivered to HSC at the following e-mail address: rfp@hscorp.ca, with no indication of failure of receipt communicated to the sender during transmission. The communication shall be deemed to have been properly given and received on the date of its transmission, provided that if such day is not a working day or if received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission.
- (b) In the case of the Bidder, the communication shall be delivered to the Bidder at the Bidder's address or fax number indicated in the Bid Form. The communication will be deemed to have been properly given and received when delivered personally during normal business hours at the address indicated in the Bid Form (or if outside business hours on the next following working day), upon receipt of confirmation when sent by fax to the fax number indicated in the Bid Form, or five working days after having been sent by registered or certified mail, return receipt requested and postage prepaid to the address indicated in the Bid Form.

Notices will be given to such other address, addressee or fax number as the Owner or the Bidder may from time to time designate by written notice to the other.

10.5 Revisions – Reference in the Bid Documents or in any letter of acceptance issued in connection therewith to the latest revision of any Bid Documents will be deemed to include all prior revisions of such Bid Documents to the extent that the same are not superseded by or do not conflict with any later revisions.

10.6 Interpretation – In the Bid Documents, the singular includes the plural, the plural includes the singular and any gender includes the other gender. Article and Section headings are included for convenience of reference only, are not intended to be full and accurate descriptions of the content thereof and are not otherwise to be considered part of these Instructions for Bidders.

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APPENDIX 1 SCOPE OF WORK

ROADWAY, DRIVEWAY AND WALKWAY REHABILITATION

SPECIAL PROVISIONS – GENERAL

1. Scope of Work

The Scope of Work shall include, but not be limited to, the removal and replacement of the existing asphalt surface from the existing roadway, parking areas, and select driveways in the housing complex; addition of Granular A and fine grading to achieve consistent grading; construction of new parking areas, 60m of low retaining wall and improvements to the storm sewer network; and miscellaneous other improvements at 152 Lansdowne Street East, Peterborough. Refer to the Tender Drawings attached as **Appendix 1-A**.

The work shall be completed to ensure access to private residences is maintained at all times with minimal disruption. ***No full road closure is permitted.***

For clarification of site nomenclature, whenever the term *roadway* is used in this Contract Package, it shall mean the paved nominal 7.5 m wide access bounded by barrier curb from the north edge of sidewalk at Lansdowne Street East to the cul-de-sac and inclusive of the curved access cutting through the property. The term *driveway* is used for the paved area from the back of curb to the garage door or building front. This clarification is provided because the client refers to the paved access “roadway” as the “driveway” since this is a single housing complex.

2. Budget Restrictions

Bidders are advised that due to budget or any reasons whatsoever, the Owner may elect to reduce the scope of work.

3. Bidders to Investigate

Bidders must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Bidder shall carefully examine all plans and profiles so that the unit prices tendered are commensurate with the nature of the work. It shall be the Contractor's responsibility to thoroughly inspect the site of the proposed works, determine the location of any buried or obstructing services and make satisfactory arrangements for interference with such service with the proper jurisdictional agency.

**4. Property Owner's Release of Privately Owned Land
Used by the Contractor**

Upon completion of the Contract, the Contractor shall provide the Owner with two (2) copies of a form of release signed by each property owner, upon whose land they have entered for any purpose in conjunction with the Contract, as follows:

Date _____

To: XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

Re: Contract No. XX-XX-XXXX

Attention: XXXXXXXXXXXXX

Dear XXXXXXXXXXXX:

I hereby certify that _____
(Name of Contractor)

have fulfilled the terms of our agreement and have left my property in a satisfactory condition.

I release _____,
(Name of Contractor)

the Housing Services Corporation, Kawartha Village Co-Op and WSP Canada Inc. from further obligations.

Yours very truly,

Signature

Property Owner's Name _____ Lot _____ Concession _____

Municipal Address _____

Municipality of _____

(Please complete above in printing)

Final payment will not be released to the Contractor until all applicable forms of release have been signed by the property owner and received by the Owner.

5. Payments

Except as herein provided, payments under this Contract will be made in accordance with Ontario Provincial Standard GC8 Measurement and Payment.

Holdback equal to 10% of the value of work performed, shall be retained until the expiry of sixty (60) days from the date of publication of the Certificate of Substantial Performance in a construction trade newspaper, following which, holdback will be released providing there are no outstanding deficiencies, claims or liens.

6. Labour Conditions

The Contractor's attention is drawn to the fact that this contract falls under the jurisdiction of the Ministry of Labour and therefore the Roads and Structures Fair Wage Schedule, Labour Conditions and Interpretations for the Provincial Zone are to be applied. Any increase in costs incurred by a change in the wage rate shall be borne by the Contractor.

7. Employment

The Contractor and any Sub-Contractor of the Contractor shall:

1. Employ only residents of Canada; and
2. In employing persons, refrain from discriminating against any person by reason of race, religious view or political affiliations.

8. Disposal of Surplus or Unsuitable Material

Materials which are either unsuitable or surplus to the requirements of the Contract and which are to be disposed of shall be disposed of in full accordance with all applicable regulations in waste disposal areas arranged for by the Contractor and at no cost to the Owner. The Contractor shall include Tipping fees and all other related costs in the price of the appropriate item.

For disposal sites of the contract, written permission from the owner of the property upon which there is to be disposal, shall be obtained and filed with the Owner prior to any disposal and shall save the Owner harmless from all claims that may arise from such disposal.

9. Revision to OPS General Conditions

Payment on a Time and Material Basis:

Not applicable for this assignment.

10. Utilities

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of

construction.

The Owner will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

The identification, location and depth of underground utilities, if shown on the Contract drawings, are based on the investigations made by the Owner. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor is responsible for verification of the location and type of other utilities within the contract limits and which may be encountered during construction.

11. Traffic Control, Flagging

Appropriate signage and flagging for traffic control on this Contract shall be in conformance with the latest edition of Ministry of Labour Regulations and the Ontario Traffic Manual Book 7.

Local traffic must be allowed access at all times. No full road closure is permitted.

12. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

All spills or discharges or liquid, other than accumulated rain water, from luminaires, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges for this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

13. Layout

In accordance with Section GC7.02 of the General Conditions of the Contract, the Contractor shall be responsible for all layout required to accommodate the construction of this Contract.

14. Engineer's Field Office

Not required for this Contract.

15. Underground Municipal Services Marking

The Contractor shall obtain utility locates and markouts prior to undertaking any ground disturbances.

16. Award of Contract

Bidders are advised that tenders will be reviewed as to lowest price, qualifications, capabilities, experience and the Contractors ability to complete the project within the time frame allowed. Lowest or any tender will not necessarily be accepted.

17. Emergency and Maintenance Measures

Whenever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm, shall be given to the Contract Administrator. This official shall be available at all times and have the necessary authority to mobilize workmen and machinery and to take any action as directed by the Contract Administrator in case emergency or maintenance measures are required regardless whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God, or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Owner will carry out the necessary repairs, the costs for which shall be charged to the Contractor.

18. Dust Control

As a part of the work required under Section GC7.06 of the General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work. The Contractor shall work cooperatively with residents to minimize disruption.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

The cost of all such preventative measures shall be borne by the Contractor.

19. Protection of Water Quality

At all times, the Contractor shall control all construction work so as not to allow sediment or other deleterious materials to enter the storm sewer network. No waste or surplus organic material including topsoil is to be stored or disposed of on site. If dewatering is required, the water shall be pumped into a mud mat and not pumped directly into the storm or sanitary sewers.

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 30 metres of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

20. OPS General Conditions

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the OPS General Conditions of Contract, November 2018.

21. Contractor's Supply of Construction Signs

In accordance with Section GC7.06 of the General Conditions, the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required on the work.

23. Notification of Disruption of Services

The Contractor shall ensure safe passage through the work area for emergency services, school buses, waste and recycling services.

24. Geotechnical Report

No geotechnical report is available.

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GENERAL CONDITIONS

OPS GENERAL CONDITIONS

NOVEMBER 2018

The General Conditions have not been reproduced as part of these Contract Documents.

It is the Contractor's responsibility to obtain current copies of
OPS General Conditions, Nov 2018

**APPENDIX 1-A
TENDER DRAWINGS**

(Attached as a separate document)

**APPENDIX 2
BID FORM**

(Attached as a separate document)

APPENDIX 3
CCDC 2

(Attached as a separate document)

APPENDIX 4
SUPPLEMENTARY CONDITIONS

(Attached as a separate document)