

## REQUEST FOR QUOTATION

**NO. EOTA 21-3-3669-B**  
**UPGRADE OF TRAILS, VARIOUS LOCATIONS**



**EASTERN ONTARIO TRAILS ALLIANCE**

### QUESTIONS/CONTACT:

Email: [sblakey@greergalloway.com](mailto:sblakey@greergalloway.com)

Steve Blakey, P. Eng.  
Greer Galloway Group  
T. (613) 966 3068  
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DATE OF ISSUE: September 20<sup>th</sup>, 2021

### SUBMISSION DEADLINE:

Friday, October 1st, 2021, at 02:00:00 PM,  
local time

### CLOSING LOCATION:

Eastern Ontario Trails Alliance  
255 Metcalf Street  
Tweed, Ontario K0K 3J0  
Attention: Cindy Cassidy

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## **PART 1 –PROJECT SPECIFIC INFORMATION/REQUIREMENTS**

### **1. INTRODUCTION**

- 1.1 The Eastern Ontario Trails Alliance (EOTA) wishes to obtain the services of an experienced construction firm to complete the grading and granular upgrades to various sections of trail. The trails are part of EOTA's multi-use recreational trail system.

### **2. SCOPE OF PROJECT**

EOTA requires upgrades to sections of the multi-purpose trails. The upgrades will include grading and the addition of new compacted granular trail base as identified in this document and marked on the trails. Preference will be given to Respondent(s) who can supply a small (parking lot preferred) grader, granular as specified and compaction.

Respondents should be familiar with and comply with EOTA trail guidelines and load limits on the trails and structures (10 tonne maximum load limit on all structures).

It is understood and agreed that each Respondent, by careful examination, satisfy him/herself as to the specifications of goods; nature of the service and the work, the character, quality and quantity of the work, the general and local conditions, warranty and all other matters which can in any way affect the goods and services prior to providing a submission.

The Selected Respondent(s) will be required to enter into a contract for the provision of the deliverable on the term and conditions set out in the Form of Agreement. It is the EOTA's intention to enter into a contract with more than one legal entity, as award is based on the lowest price for each operating area.

### **3. SCHEDULE**

Site works, including grading and granular spreading and compacting are to be substantially complete by **December 1<sup>st</sup>, 2021**. No in-water work will be allowed.

It will be the responsibility of Bidders to determine if this access is suitable for their operations.

### **4. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- 4.1 The successful bidder shall at its own expense, obtain and maintain the insurance specified herein until the termination of the contract, and provide EOTA with evidence of the following within ten days of notification of intent to accept.
- 4.2 **Comprehensive general liability** insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars for any negligent acts or omissions by the bidder

relating to its obligations under this Agreement. Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses;

- 4.3 The successful applicant shall agree to all times indemnify and save harmless the Eastern Ontario Trails Alliance, officers, employees, agents, contractors and other users from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Successful Applicant, the Successful Applicant's permitted connection with the submission or the Contract.
- 4.4 **Additional Insured** Such insurance shall add the Corporation of the Eastern Ontario Trails Alliance and Greer Galloway Group as an additional insured but only with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the EOTA.
- 4.5 **Automobile liability** insurance with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000, inclusive for each and every loss.
- 4.6 **Cancellation, Lapse, Material Change** The policies shown above will not be cancelled, permitted to lapse or materially changed unless the insurer notifies the EOTA in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change. The EOTA reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the EOTA may reasonably require.
- 4.7 **Claims Handling**

For the purpose of this paragraph "claim" or "claims" shall mean those claims for damages or loss resulting from the performance of work under the contract and made against the EOTA and/or the Contractor by persons not involved in the performance of the work, e.g.: property owners, pedestrians, motorists.

The Contractor shall, upon receiving notice of a claim, respond promptly in a respectful manner to the claimant and notify the EOTA Representative of the particulars of the claim. Within thirty (30) days after receiving notice of a claim the Contractor will conduct an investigation and resolve the claim and, if unsuccessful, the EOTA may then appoint an independent adjuster to investigate the claim.

The EOTA will make its best efforts to settle any claims not settled within thirty (30) days by the Contractor based on the independent adjuster's report. All costs of the settlement and the adjuster are to be paid by the Contractor and may be taken by the EOTA from monies due the Contractor.

Prior to the release of holdback monies, the Contractor and the EOTA Representative will confirm to the EOTA that there are no unresolved claims remaining and, if they are unable to do so, then the EOTA will be entitled to retain monies it deems sufficient to pay for claims and associated costs, including legal costs on a solicitor-client basis, from the holdback amount.

In the event that the EOTA and/or the Contractor are served with a Statement of Claim, the Contractor and/or the Contractor's insurer shall assume the defense of any such action, including the EOTA's defense, and ensure that the EOTA Representative is kept apprised of the status of the legal proceedings in any such action.

## **5. WORKPLACE SAFETY AND INSURANCE BOARD**

- 5.1 The successful proponent will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the contract and/or prior to final payment.
- 5.2 The successful proponent further agrees to maintain that good standing throughout the contract period.
- 5.3 The successful bidder shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Eastern Ontario Trails Alliance. The successful bidder shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.
- 5.4 If the successful Contractor is an Independent Operator, they must provide documentation to that effect as issued by the Workplace Safety and Insurance Board.

## **6. WARRANTY PERIOD AND SURETY**

- 6.1 A one-year warranty period will be in effect upon substantial performance of the works.

## **7. PRICING AND TAXES**

- 7.1 Prices quoted are to be in Canadian Funds and are to remain firm for the duration of the contract. Any applicable taxes are to be shown as a separate line item.

7.2 Prices submitted are to remain firm for acceptance for a period of 60 (sixty) days from date of tender closing.

7.3 HST – extra

## **8. ACCESSIBILITY**

8.1 The EOTA is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

8.2 Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public.

8.3 The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

8.4 It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act.

8.5 The Corporation of the Eastern Ontario Trails Alliance shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the Eastern Ontario Trails Alliance of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

## **9. EXAMINATION OF SITE**

Respondents must take all site conditions into account in preparing their bids.

## **10. PAST PERFORMANCE**

In the evaluation process, the EOTA may consider the Respondent's past performance or conduct on previous contracts with EOTA or other institutions.

## **11. INFORMATION IN RFQ ONLY AN ESTIMATE**

The EOTA and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Respondents the general scale

and scope of the Deliverables. It is the Respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

PART 2  
GENERAL INSTRUCTION TO BIDDERS



## **PART 2 – GENERAL CONDITIONS**

### **DEFINITIONS**

**Change Order** – A written amendment to the Contract prepared by the Consultant/Owner and signed by the Owner and the Contractor stating their agreement upon a change in the Work, the method of adjustment or the amount of the adjustment in the Contract Price if any and the extend of the adjustment in the Contract Time if any.

**Change Directive:** Where there is no financial implication, means any written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed.

**City/Municipality** – The Eastern Ontario Trails Alliance

**Construction** – Includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project.

**Constructor** – A person who undertakes a project for an Owner and includes an Owner who undertakes all or part of the project by himself or by more than one employer.

**Consultant** – A person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practice in the province of the Place of the Work. The term Consultant means the Consultant or the Consultant’s authorized representative.

**Contract** – The undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

**Contractor** – The person or entity identified as such in the Agreement. The term Contractor means the Contractor or the Contractor’s authorized representative as designated to the Owner in writing.

**Employer** – A person who employs one or more workers or contracts for the services of one or more workers and includes a Contractor or Subcontractor who undertakes with an Owner, Constructor, Contractor, or Subcontractor to perform work or supply services.

**Must, Mandatory or Required** – Identifies a requirement that shall be met in order to receive consideration. Failure to comply will result in rejection of the submission.

Owner – The person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner’s authorized agent or representative as designated to the Contractor in writing but does not include the Consultant.

Place of Work – The designated site or location of the Work identified in the Contract Documents.

Project – The total construction contemplated of which the Work may be the whole or a part.

Should or Desirable – Identifies a requirement having a significant degree of importance to the objectives of the RFT.

Specifications – That portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work.

Subcontractor – A person or entity having a direct contract with the Contractor to perform a part or parts of the Work at the Place of the Work.

Supplier – A person or entity having a direct contract with the Contractor to supply Products.

Volunteer – A person who performs a job or provides a service and who receives no pay for that job or service.

### GC 1 – CLARIFICATION

All information, instructions, terms, conditions, provisions and specified requirements of the RFQ are deemed to be accepted by the Contractor and incorporated in their tender submission.

### GC 2 – COST OF PARTICIPATION

The Eastern Ontario Trails Alliance assumes no responsibility or liability for any cost incurred by the respondent in the preparation or submission of a bid, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

### GC 3 - COLLUSION

The bidder declares that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a quotation for the same goods and services and is in all respects fair and without collusion or fraud.

### GC 4 - DELAYS OR CANCELLATION

The Corporation of The Eastern Ontario Trails Alliance shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the Eastern Ontario Trails Alliance of any tender submission or by reason of any delay in the acceptance of a RFQ save as provided in the Contract.

### GC 5 - QUESTIONS AND ANSWERS PRIOR TO THE CLOSING DATE

- i. It is the respondent's responsibility to clarify interpretation of any item on the specifications and/or other tender documents. **All questions relating to the RFQ must be in writing** and delivered, faxed or emailed as directed below. No verbal interpretation will be effective to modify any component of the tender or any contract. ***Please note that no questions or contact are to be directed to anyone other than the below contact or their designate. Any attempt on the part of any Contractor or any of its employees, agents, contractors or representatives to contact any other Contractor or any employee, agent or representative thereof other than shown below, with respect to this bid solicitation or the preparation or presentation of their respective submission, will be grounds for disqualification.*** Questions must be received no later than **forty-eight hours prior to the closing date and time** in order to provide sufficient time to prepare an addendum (if necessary). Questions received after that time may not be acknowledged or answered. Contact the following **in writing**:

Steve Blakey P. Eng., Sr. Engineer  
Tel. (613) 966-3068  
Fax. (613) 966-3087

Email. [sblakey@greergalloway.com](mailto:sblakey@greergalloway.com)

- ii. Any inquiry or clarification which results in a modification to the tender will be issued as an addendum. All parties registered as “plan takers” will receive the addendums.
- iii. The submission of a tender shall be deemed proof that the bidder has satisfied himself as to all the provisions of the RFQ, all conditions which may be encountered, what goods and services he will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the RFQ, and no claims will be entertained by the Owner based on the assertion by the bidder that he was uninformed as to any of the requirements of the tender call.
- iv. Should a bidder discover any errors or omissions in the tender document, they shall notify the Owner so that clarification can be made to all bidders.

#### **GC 6 – ADDENDA**

- i. When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Engineer will issue an addendum.
- ii. Notification of addendum will be sent by email to all registered plan takers. It is the responsibility of anyone participating in the competitive process to ascertain that they are aware of all addenda issued and acknowledge same. Where a supplier is unable to supply an email contact, the information may be forwarded by fax upon request.
- iii. All bidders must acknowledge addendum in the body of the bid document in the space provided. Failure to do so may result in rejection.

#### **GC 7 - THE OCCUPATIONAL HEALTH AND SAFETY ACT**

The successful Contractor shall conduct the work in accordance with the most recent edition of the Occupational Health and Safety Act of Ontario and all applicable Regulations, Codes, Standards and Guidelines.

#### **GC 8 - ADVERTISING**

No advertising or other rights will form part of this contract.

## GC 9 - LAWS AND REGULATIONS

The Contractors are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local Laws, rules and regulations which in any way affect the work. If the Contractor shall discover any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, they shall at once report it to the Owner's Representative, in writing.

## GC 10 - SUB-CONTRACTING

The selected respondent, who has signed a contract with The Eastern Ontario Trails Alliance, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of The Eastern Ontario Trails Alliance. The consent of The Eastern Ontario Trails Alliance for such assignment or sub-contracting shall not relieve the prime contractor from completion of the project in accordance with the terms of the contract. Where a respondent submits a joint tender or proposes a partnership arrangement, the respondent must assume the lead or prime contractor position. As such, the respondent will have the overall responsibility for completing the project as proposed.

## GC 11 - SUBMITTING A TENDER RESPONSE

11.1 All quotations must be submitted in a sealed envelope to the attention of:

Eastern Ontario Trails Alliance  
255 Metcalf Street  
Tweed, Ontario K0K 3J0  
Attention: Cindy Cassidy

**USE RETURN "LABEL" (page) PROVIDED IN THIS PACKAGE**  
(Tape or glue it to the front of your submission)

11.2 For ease of identification of information required in all competitive bid processes, standard information forms are included herein. Please complete and incorporate these forms in to your RFQ response package.

11.3 The RFQ return "label" (page) as provided and **should** be affixed (taped or glued) to the outside of your submission. Failure to do so could result in loss, misdirection, or opening of the contents of the submission prior to the official opening, all of which would result in rejection of your bid submission. In any event your name, address, and tender identification must be clearly shown on the outside of your package.

11.4 Faxed or other electronically transmitted bids **will not** be accepted.

11.5 Quotations will be date and time stamped when received. Late bids will not be considered. Local time is in accordance with the electronic punch clock located in the 2<sup>nd</sup> floor reception area of the Municipal Center and will be deemed to be taken as conclusive. (HR.: MIN.: SEC.) The person receiving the document on behalf of The Eastern Ontario Trails Alliance will initial in the appropriate area and ensure that the document remains confidential and is directed to the Manager or their designate.

11.6 Late bids will be returned.

### **GC 12 - WITHDRAWAL PROCEDURE**

- i. The bidder who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail or fax, directly to the Manager or their designate, before closing time, and only if verification of source is possible. Telephone requests will not be considered.
- ii. The withdrawal of a bid does not disqualify a bidder from submitting another bid on the same contract provided it is submitted prior to closing date and time.
- iii. Withdrawal requests received after the RFT closing time will not be allowed.

### **GC 13 - TENDER OPENING**

The opening shall take place as soon as practical after the closing time. The names of respondent's and the total tender amounts will be read aloud.

During the reading out of tenders, the Manager or their designate, shall check for more than one submission under the same name. If two tender envelopes for the same contract are received in the same bidder's name and are both properly submitted, the envelope containing the lower tender amount shall be considered the intended bid and shall be processed within the normal manner.

Determination of compliance to mandatory requirements and any subsequent rejections will be completed during the preliminary checking phase.

### **GC 14 - INFORMAL OR UNBALANCED TENDERS**

- i. Initially all responses will be checked by the Manager or their designate to ensure that the standard mandatory criteria have been met. Non-compliance with any of the following **WILL** result in rejection of the bid.
  - a) bid form must be signed as necessary;
  - b) the correct bid form, if provided, must be used;
  - c) the bid envelope has been time and date stamped prior to the contract closing time;
  - d) the bid deposit, if required, is included with submission;
  - e) surety consent is included if called for;
  - f) responses must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. The authorized officer signing the RFQ must initial erasures, corrections or strikeouts.
  - g) the bid is free of restrictions or alterations
- ii. Quotations that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.
- iii. Whenever a figure in the total submitted for an item does not agree with the extension of the estimated quantity x proposed unit price, the unit price shall govern, and the total amount shall be corrected accordingly.

If there is an error or incomplete material on any other portion of the bid, then the decision as to whether or not to accept or reject the submission shall be at the discretion of the Manager. That decision will be based upon the following considerations:

- a) Is the intention of the bidder clear?
- b) Has the bidder made a conscientious attempt to comply with the bid requirements?
- c) Is it fair to all bidders to accept the RFT or has the bidder gained an unfair advantage?

#### **GC 15 -UNIT PRICING**

If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.

If both unit price and total price are left blank, then both shall be considered as zero.

#### **GC 16 - ACCEPTANCE PERIOD**

It is understood that, in submitting a tender, each Contractor agrees that their tender may be subject to acceptance up to sixty (60) working days after closing date for tenders.

#### **GC 17 - NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED**

- i. Where bids are received in response to a bid solicitation but exceed budget; are not responsive to the requirement; or do not represent fair market value; a revised solicitation may be issued in an effort to obtain an acceptable bid.
- ii. The Manager may waive the need for a revised bid solicitation and enter into negotiations with the highest scoring Contractor under the following circumstances:
  - The total cost of the lowest responsive bid is in excess of the funds appropriated by Owner for the project or the highest responsive bid revenue is less than approved in estimates where reserved bid amounts exist; and
  - The Manager agrees that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation

The Eastern Ontario Trails Alliance has the right to cease negotiations and reject any offer.

#### **GC 19 - EQUAL BIDS**

If two equal bids are received, the following items will be taken into consideration:

- i. Prompt payment discount.
- ii. When delivery is an important factor, the bidder offering the best delivery date will be given preference.
- iii. A bidder in a position to offer better after sales service, with a good record in this regard shall be given preference.
- iv. A bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the Owner.



- v. All other things being equal, preference will be given to the vendor whose place of business is local, in order of Municipality, Province & Country

If (i) through (v) do not break the tie, equal bidders shall be entered into a draw. The names of the tied bidders shall be placed in a container and the RFT to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the Manager or their designate, and the bidders shall be notified in order that they may be present.

#### **GC 20 - STANDARD EVALUATION CRITERIA**

- Cost. The availability of funds to complete the task.
- The Manager being satisfied with the submission.
- The required expertise, including professional qualifications and experience.
- A demonstration of a thorough knowledge and understanding of the scope of work.
- A demonstration of specific related experience relative to the nature of the tender call.
- Past performance with other clients preferably in the Ontario marketplace, in providing similar product/service. Where Contractors have completed similar work for the EOTA during the preceding five years, take into account past performance, quality of work received, and staff time invested in obtaining compliance with specifications.
- All other things being equal, the percentage of local content, including supplies, materials and sub-contractors from the local jurisdiction.
- Ability and experience to perform in accordance with the Terms of the Tender Call. (The Owner reserves the right to reject any offer based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the Owner)
- Compatibility with other goods and services of the Eastern Ontario Trails Alliance.

#### **GC 21 - REFERENCES**

The Owner reserves the right to check references and use the information gathered in the award decision making process. A firm's references which prove unsatisfactory or for whom

there is a consistent trend of contract issues through other public agencies or consultants may be rejected.

The Owner reserves the right to check further than the references submitted by the Contractor at its discretion.

## **GC 22 - CONTRACT AWARD/CONTRACT EXECUTION AND PERFORMANCE**

- i. No tender / quotation shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the Owner or against whom the Owner has a claim or has instituted a legal proceeding with respect to any previous contract.
- ii. The Contractor acknowledges and agrees that nothing contained herein, in the tender documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this tender, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the Owner, shall in any manner legally bind the Owner, in any circumstances, to accept this tender, the lowest tender, only a tender submitted in compliance with the requirements of the tender documents, or any tender at all. The Contractor further acknowledges and agrees that the Owner shall have complete and unrestricted liberty in this regard and may reject any or all tenders or may accept any tender in whatever manner, at whatever tender price, on whatever terms and for whatever reasons as the Owner, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Contractor.
- iii. The successful Contractor has ten (10) working days from official notification to produce evidence of appropriate insurance, performance surety's if applicable, executed contract or agreement etc. to the Manager or their designate unless otherwise negotiated. Under no circumstance will the successful bidder commence work until the appropriate documentation has been submitted and acknowledged by the Owner or their representative. Non-compliance will result in a stop work order. Failure to submit compliant required documentation may lead to forfeiture of the bid deposit and the next lowest bidder may be offered the job.
- iv. If the terms of the Notice of Intent to Accept are not provided in that the Contractor fails to provide the items within the specified time, the Manager or their designate may grant additional time to fulfill the necessary requirements or may recommend one of the following:
  - That the contract shall be awarded to the next lowest bidder.
  - That the contract shall be cancelled.

In either of the above cases, the deposit cheque of the bidder offered the contract but failing to provide required documentation shall be forfeited.

- v. If the next best responsible bidder fails or declines to execute the contract if awarded to him/her, their deposit shall also be forfeited.

The Corporation of the Eastern Ontario Trails Alliance shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the Eastern Ontario Trails Alliance of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract.

### **GC 23- AGREEMENT**

The Owner may require that the selected Contractor executes a standard agreement (contract) for consulting services. The Contractor agrees, if requested to do so by the Owner or anyone acting on the Owner's behalf, within 60 days, after the date of opening tenders, to execute and return to the Owner an agreement within ten (10) days after being so requested.

The contract document shall consist of:

- a) An executed Agreement/Purchase Order;
- b) Addenda to the Tender Call;
- c) the Tender Call; and
- d) the Contractor's bid submission (response to the RFT) AND any clarification information gathered during the evaluation process.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The successful bid shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract.

### **GC 24 - CONTRACT AMENDMENTS AND REVISIONS**

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Owner.

No amendment that changes the price of a contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work.

Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within Owner's approved budget including authorized revisions.

## GC 25 - PRICING & PAYMENT

Each invoice or progress payment certificate submitted must be accompanied by documentation/tickets for any material disposed of at a licensed landfill site if applicable.

Payment may be made 28 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed, and work being deemed satisfactory.

**Where required by the Construction Lien Act appropriate monies may be held back until 60 days after the completion of the work and receipt of appropriate documentation. (As per the Construction Lien Act)**

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the Owner, except those previously made in writing in accordance with the contract and still unsettled.

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

## GC 26 - HARMONIZED SALES TAX

All applicable taxes are to be stated as a separate line item in the pricing component.

## GC 28 - DISCLOSURE OF BID INFORMATION

The Contractor acknowledges that submission of a bid for the tender will be deemed by the Owner to be the Contractor's consent to the Owner releasing publicly in any format, the ***awarded Contractor's name and total bid price (if applicable)***, in written public reports to the board. Unit pricing will be held in confidence.

All materials submitted in response to this RFT shall become the property of the Owner and may be appended to the executed agreement.

## GC 29 - FORCE MAJEURE

- a) If the successful Contractor is delayed in delivery by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the successful Contractor's control

then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty.

- b) No such delivery time extension shall be made for delays unless written notice of same is given to the Owner within seven (7) days of its commencement. Where it is the case of a continuing cause of delay only one claim shall be necessary.

### **GC 30 - ASSIGNMENT**

Neither this Tender nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the Owner and any attempted assignment shall be void and of no force or effect against the Owner.

### **GC 31 SUB-CONTRACTS**

The successful Contractor shall not, without the written consent of the Buyer, make any assignment or sub-contract for the provision of any services hereby proposed.

### **GC 32 - SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of a signed tender response to the Owner shall be deemed to constitute an "Offer" which may be accepted, at the option of the Owner. Upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Owner and the Contractor. Upon acceptance of the tender, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

### **GC 33 - CONFIDENTIALITY**

All information regarding terms, conditions, financial and/or technical aspects of the tender, which in the Contractor's opinion, is of a proprietary or confidential nature, should be clearly marked "Confidential" at each relevant item or page. All information marked confidential will be held in strict confidence and shall not be revealed to another party without the Contractor's consent except as may be required by any applicable Law. Similarly, information about the Owner obtained by the Contractor and declared confidential by the Owner shall not be disclosed unless authorized by the Owner. It is agreed that these reciprocal obligations of confidentiality will survive the termination of any contract that may arise between the Owner and a successful Contractor.

### **GC 34 - DEFAULT BY COMPANY**

If the company: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the City may, without notice, terminate the contract.

If the company: fails to comply with any request, instruction or order of the Owner; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the Owner's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Owner may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

Any termination of the contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.

If the Owner terminates the contract, it is entitled to:

- Take possession of all of the work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Owner may deem appropriate under the circumstances;
- withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects Clause;
- recover the company loss, damage and expense incurred by the Owner by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Owner.)

### **GC35 - DISPUTE RESOLUTION**

Wherein the spirit of this procedure is to promote a sense of fairness and transparency, in the event of possible dissatisfaction, the following process will be followed in order:

- i. The vendor would be required to submit in writing to the Manager, a notice clearly stating contract details and nature of perceived problem.
- ii. The Manager or their designate would respond to same in writing and attempt to provide the information requested.

- iii. Should the vendor still not be satisfied, a meeting between the vendor, Manager and appropriate staff or their designate will be scheduled to further discuss the issues.
  
- iv. If articles (i –iii) do not lead to a resolution, the decision may be referred to the board if deemed appropriate.

PART 3  
HEALTH AND SAFETY POLICY



### **PART 3 - HEALTH AND SAFETY REQUIREMENTS FOR CONTRACTORS**

The Contractor shall provide a Health and Safety policy and will be responsible for activities on the site.

#### **GUIDELINES**

- When the job is a “construction project” as defined by the Occupational Health and Safety Act, the Contractor will act as the “constructor” for the project. A Notice of Project must be completed by the constructor and submitted to the Ministry of Labour if the total cost of materials and labour for the project is expected to exceed \$50,000 and/or as prescribed by Section 6 of the Regulations for Construction Projects.

#### **PRE-JOB MEETING**

When the job is a “construction project” or there are significant health and safety risks involved, a “Pre-construction” meeting will be held. The meeting may involve, but is not limited to: contractor representatives/supervisors, volunteers, the department head and/or supervisor, the Health and Safety Coordinator, and the department safety committee representative.

Topics for the meeting will include, but are not limited to, the following:

- An overview of the scope of the work
- A review of all known and potential hazards in that work area
- A review of the WHMIS controlled and/or designated substances present at the work-site and those to be brought by the contractor to the work-site. The contractor must provide copies of the appropriate Material Safety Data Sheets at this time. Confirmation of when the work will be done, including the necessity to do any work after normal working hours
- Confirmation that contractor workers have required licences, certificates and/or training as specified or required.
- Review of work-site emergency procedures.
- Provide COVID19 protocols and ensure they are followed.
- Confirmation that the contractor will comply with:
  - 1) All applicable requirements of the Occupational Health & Safety Act and Regulations, including proof of awareness training for supervisors and workers

- 2) Any applicable Eastern Ontario Trails Alliance safety policies
- 3) Requests by Owner's staff regarding compliance with Health and Safety requirements during the completion of the work

### **MISCELLANEOUS INFORMATION**

- A valid Certificate of Clearance from the Workplace Safety and Insurance Board must be provided as stated in "Insurance" portion of this document. It is the contractor's responsibility to ensure that the Certificate of Clearance is valid and remains current throughout the project;
- It is the responsibility of the contractor to provide any personal protective equipment for their own workers and to ensure that it is worn when required by the Occupational Health and Safety Act and its regulations. The Contractor must also supply their own tools and equipment, all of which must be properly maintained and in good repair;
- The Contractor must notify the Owner of the contract of any sub-contractors they hire. The Contractor assumes responsibility for ensuring that their sub-contractors comply with applicable Health and Safety regulations;
- The Contractor is responsible for the Health and Safety of all of its employees, sub-contractors, volunteer workers, visitors or business associates while on the Eastern Ontario Trails Alliance property. The Contractor agrees to provide appropriate training and instruction to its employees working on the job, as required by the Occupational Health and Safety Act and its regulations and ensure the same has been provided to its sub-contractors on the job.

The following are some of the safety rules, which must be adhered to, including but not limited to the following:

1. Provide competent supervision to all employees
2. C.S.A. approved hard hats and safety footwear, as outlined in the Occupational Health and Safety Act (OHSA) and Construction Regulations 213/91 sect. 21-26, must be worn at all times on construction sites, and on other jobs as required by the appropriate regulation. Other personal protective equipment including hearing protection and eye protection must be worn as required by the appropriate regulation.
3. Traffic safety vests are to be worn as required by the OHSA and construction regulations 213/91 sect. 69.
4. Smoking in enclosed workplaces is prohibited except in designated areas as posted.

5. Before cutting or welding work is started, the area must be inspected, and flammable material removed from the area. When using a burning torch or welder, proper safeguards, including having a fire extinguisher readily available at the site. Fireproof screens must be used where necessary to prevent personnel from sparks and/or arc flash damage to the eyes. Butane lighters are not permitted near welding sites.
6. Drugs or alcohol are not allowed on worksites. Anyone observed to be under the influence of drugs or alcohol will be asked to leave the worksite.
7. Cylinders of compressed gas must be handled and transported in accordance with OHSA and regulation 213/91 sect. 122-124.
8. All ladders and scaffolds shall be erected, maintained and dismantled, and used in compliance with the OHSA and its regulations 213/91. An engineer's Certificate of Design must be provided to the Owner responsible for the contract for all scaffolding to be erected, if the height of such scaffolding exceeds fifteen metres. See regulation 213/91 sections 78-84, 125-136, & 143-149
9. Confined space work must be carried out in accordance with the OHSA and its regulations.
10. When work is being carried out on machinery/equipment, the machine must be shut off and locked out/tagged or otherwise prevented from accidental starting, in accordance with the OHSA and its regulations. The Contractor is responsible for providing appropriate locks/tags for use by its employees.
11. It is the responsibility of the Contractor to maintain good housekeeping and material storage standards in the work area at all times. No dumping of debris, waste etc., is permitted on property other than in designated containers. The contractor must inform the staff member responsible for the contract prior to disposal of any liquid waste from the site. At the conclusion of the job, the area must be left clean and tidy and all unused materials removed from the site.

PART 4  
SPECIAL PROVISIONS - GENERAL

**PART 4 - Special Provisions: General**

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#### **PART 4 - SPECIAL PROVISIONS - General**

The Contract Specifications are based on Ontario Provincial Standard (OPS) Specifications. The applicable OPS Specification number is shown for each item in the Schedule of Items and Prices. The Standard Specifications together with the following Special Provisions shall apply to this Contract.

The Contractor shall provide all labour, equipment, materials and supervision necessary to complete the work as described in the Agreement, Addenda, Special Provisions, Contract Drawings, Information to Bidders, Supplemental Specifications, Standard Specifications, Tender Form, Supplemental General Conditions and General Conditions.

The Work to be done under this Contract shall include all work within the limits shown on the drawings. In addition, work shall include any work on private property, where required, such as the grading and paving of entrances, commercial lots, service stations and other private property adjacent to the roadway at the direction of the Eastern Ontario Trails Alliance. The Contractor shall obtain permission to enter such properties when required. All disturbed areas are to be restored to their original condition or better as required.

#### **1. Contractor to Investigate**

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 to remove any interference with such service with the proper jurisdictional authority.

#### **2. Progress of The Work and Time for Completion**

Time shall be the essence of this Contract. The Contractor shall arrange and establish a schedule of work with the Eastern Ontario Trails Alliance. Work on this Contract may commence after signing of the Contract agreement. The Contractor shall diligently prosecute his work on this Contract to completion on or before the dates provided in the 'Tentative Schedule'.

If the time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that, subject to local By-laws affecting hours of work, additional and/or augmented daylight shifts will be required throughout the life of the Contract to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

#### **3. Liquidated Damages**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed on or before December 1, 2021, a loss or damage will be sustained by the Eastern Ontario Trails Alliance. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Eastern

Ontario Trails Alliance will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Eastern Ontario Trails Alliance the sum of **\$1,000.00 (One Thousand Dollars)** as liquidated damages for each and every calendar day's delay in finishing the work in excess of the completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Eastern Ontario Trails Alliance, which will accrue during the period in excess of the prescribed completion date.

The Eastern Ontario Trails Alliance may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Eastern Ontario Trails Alliance.

An application by the contractor for an extension of time as herein provided shall be made to the Eastern Ontario Trails Alliance in writing on the form prescribed at least fifteen days prior to the date of completion fixed by the contract. All bonds or other surety furnished to the Eastern Ontario Trails Alliance by the Contractor shall be amended where necessary at the expense of the contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Eastern Ontario Trails Alliance with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Eastern Ontario Trails Alliance the Eastern Ontario Trails Alliance whatsoever under this contract, and all of such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the Eastern Ontario Trails Alliance or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the Eastern Ontario Trails Alliance.

#### **4. Contractor's Responsibility**

The Contractor's attention is drawn to Section GC7 of OPSS General Conditions of Contract, "Contractor's Responsibility". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The contractor shall notify the Eastern Ontario Trails Alliance in writing of the names and positions of the person or persons representing the Contractor.

**5. Government Requirements**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

**6. Regulations of Pits and Quarries**

Bill 120, An Act to Regulate Pits and Quarries and to Provide for their Rehabilitation is now in effect and shall be applicable in such parts of Ontario as the Lieutenant Governor shall from time to time designate by Regulation.

All costs related to this specification will be deemed to have been included in the appropriate tender items and no separate payment will be made, therefore.

**7. Supply of Materials**

All materials necessary for the proper completion of the work shall be supplied by the Contractor, except as specifically noted, and the payment provided in the Contract shall be deemed to include full compensation for the supply of all such materials.

Materials to be supplied by the Contractor shall be in accordance with OPSS 128.

**8. Co-ordination Meetings**

The Contractor shall attend such meetings as may be required by the Eastern Ontario Trails Alliance to co-ordinate services affected by the Contract.

**9. Prevention of Damage**

The failure of the Eastern Ontario Trails Alliance to order necessary precautionary measures, protective work or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or sue such precautionary measures, protective work or other requirements. Furthermore, the fact that the Eastern Ontario Trails Alliance does or does not order precautionary measures, protective work or other requirements shall not relieve the Contractor from any of his/her responsibilities under this contract.

**10. Utilities, Fences and Private Property**

The Contractor shall be responsible for the protection of all utilities and fences not designated for removal and the protection of private property at the job site during the time of construction. Storage of excavated materials shall be such that deposition onto private property will not take place.

The locations of utilities shown on contract drawings are approximate only. It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies 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.

**11. Disposal of Surplus or Unsuitable Excavated Material**

All unsuitable excess materials become the property of the Contractor and from thereon, he has full responsibility and liability to arrange for its removal and disposal outside the area of work at no additional cost to the Eastern Ontario Trails Alliance. The Contractor shall obtain all necessary written approvals from various government agencies and property owners prior to removal of surplus material from the site being permitted.

All materials suitable for recycling, where so specified (e.g., asphalt, concrete) shall be separated and delivered to an approved recycling location and paid for under the applicable removal item.

**12. Measurement of Payment**

For the purposes of this Contract, items shall be paid according to “Measured Quantity” or “Lump Sum”.

**13. Ontario Provincial Standards**

The Ontario Provincial Standards (OPSS and OPSD) form part of the contract Documents, including General Conditions, but are not reproduced herein. The Contractor is responsible for obtaining and having on site a current issue of the OPS. The Special Provisions for Tender Items will take precedence over the OPSS where a conflict arises between the two specifications.

**14. Dust Control**

In accordance with Section GC 7 of OPSS General Conditions of Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from their 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.

Where the work required 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 be a nuisance to commercial establishments or residents of the area where the work is being carried out.

The cost of all such preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor’s responsibility to maintain for public traffic.

**15. Contractor’s Personnel List**

The Contractor shall provide the Eastern Ontario Trails Alliance with three (3) copies of a typewritten list of the names, addresses and phone numbers of their key personnel who will be on-site during the fulfillment of this Contract. The Contractor shall also provide a similar

list of personnel, if different from above, who can be contacted 24 hours per day, 7 days a week, in the event of an emergency and who are authorized to take all necessary measures to alleviate and correct the emergency situation.

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

**16. Interruption of Services**

If it is deemed necessary to make connections to or alter existing services or public utilities under this contract, or if any interruptions of existing pipes or conduits should occur, the Contractor shall inform the Eastern Ontario Trails Alliance of said services, or utilities at the proper time.

**17. Claims for Delays from Utilities**

No claim will be accepted by the Eastern Ontario Trails Alliance regarding delay from utility relocations, should any be required during the course of construction.

**18. Co-ordination**

This work shall be coordinated with the other work required by different trades so as to minimize the disturbance, alteration or damage to the adjacent or adjoining facilities.

Except as provided for in the Specifications, or as may be approved by the Eastern Ontario Trails Alliance, adjacent or adjoining facilities shall not be disturbed, altered or damaged in any way to permit the construction of this work.

Where the Eastern Ontario Trails Alliance approves the disturbance, alteration or removal and subsequent replacement of an adjacent or adjoining structure or other facility not provided for in the Contract, all work and costs resulting from the disturbance, alteration or removal and subsequent replacement shall be at the Contractor's expense and no separate payment will be made.

**19. Discrepancies and Conflicts**

Discrepancies and conflicts shall be brought to the attention of the Eastern Ontario Trails Alliance prior to commencement of work on that portion of the work. No additional payment will be made for correction of errors made in this regard.

**20. Extra Work**

Extra work shall be in accordance with OPS General Conditions of contract and be amended as follows:

OPS General Condition 3.10 is amended by adding the following:

The Contractor shall notify the Eastern Ontario Trails Alliance in writing before the commencement of any work that they consider extra work so that records may be kept. The contractor shall not proceed with the Extra Work until in receipt of a Change Order or

Change Directive. If notice is not given by the Contractor, it will be deemed that payment is included in the contract prices and no additional payment for extra work will be made.

Invoices for extra work shall be submitted as soon as possible after the completion of such work and in no case later than 30 days after the completion of the work in question.

Payment will be made on the next payment certificate after the approval of the Contractor's invoice. If extra work invoices and all require substantiation and support are not received within 30 days, it is deemed that the Contractor does not intend to charge for the work and no payment will be made.

If a Change Order or Change Directive is issued and outlines that work is to proceed on a Time and Material basis, hourly rates shall be provided and approved by the City prior to the commencement of the Extra Work.

Payment on a Time and Material basis shall be in accordance with OPS General Condition 3.10 and 8.02.04, except as amended as follows: The Time and Material Rates provided by the Contractor and approved by the City prior to the commencement of the Extra Work shall be the basis of payment for all Labour, Equipment and Material.

## **21. Restoration of Work Areas**

The Contractor shall restore all work areas to their previous condition to the satisfaction of the Eastern Ontario Trails Alliance (i.e. Grass areas will be sodded, paved areas will be asphalted, etc.). No additional compensation will be allowed for this restoration.

Restoration shall be in accordance with OPSS 492 and the following;

All disturbed areas must be restored to a condition equivalent or better than that which existed prior to commencement of construction, as determined by the Eastern Ontario Trails Alliance.

Temporary restoration must be completed to the satisfaction of the Eastern Ontario Trails Alliance as the watermain installation proceeds. In no case will the contractor be permitted to have more than 50 meters of the site in a disturbed condition at one time.

All disturbed gravel driveways shall be restored with a minimum compacted depth of 150mm Granular A.

All disturbed asphalt driveways shall be restored with a minimum compacted depth of 150mm Granular 'A' and 50mm HL3 Hot Mix.

All disturbed concrete driveways, sidewalks or curb and gutter systems shall be restored as per OPSS 492.

All disturbed lawns, boulevards, ditches, easements, and other maintained grassed areas shall be restored, by a professional landscaper, with the following as a minimum.

1. Remove all debris including stones larger than 25mm.

2. Supply and place 100mm screened topsoil, hand raked.
3. Supply and place 8-12-14 fertilizer according to manufacturer's directions
4. Supply and place No. 1 Nursery sod
5. Sod on slopes steeper than 2:1 shall be staked.
6. Supply water to point of saturation following initial placement and continue water application daily for a minimum period of two weeks or as directed by the Eastern Ontario Trails Alliance.

Should the contractor be required to re-excavate in an area previously restored to correct or test for defective work, he shall be required to restore all disturbed areas at his own expense.

Items that will require restoration include, but are not be limited to, the following:

Granular shoulder, steel beam guide rail, cable guide rail, asphalt and gravel drives, concrete and paving stone walkways, retaining walls (wood or concrete), flower gardens and shrubbery, lawns and all fencing adjustments of mailboxes.

All costs associated with restoration shall be deemed to be included in the associated tender items. No additional or separate payment will be made for any restoration work

As per OPSS 492, payment for all labour, equipment, and material to do the work shall be deemed to be included in the bid price for the applicable item for which restoration is required

## **22. Changes in Tendered Items**

No changes in make, model or type of equipment from that specified herein will be accepted by the Eastern Ontario Trails Alliance unless the Bidder submits complete information and specifications for the alternative equipment and then only if, in the opinion of the Eastern Ontario Trails Alliance, this alternative is equal to or better than that in the original submission.

## **23. Substantial Performance**

A Certificate of Substantial Performance will be issued in accordance with Section GC 1.06 of OPSS General Conditions of Contract.

## **24. Liens**

The Contractor is advised that all terms and conditions of the Construction Lien Act of 1990 and any amendments thereto shall apply to this Contract. Before the Contractor receives payment from the Eastern Ontario Trails Alliance for substantial performance of the work, he shall show satisfactory evidence that all just liens, claims and demands of his employees or of parties from whom materials or plant used in construction may have been purchased or procured, have been fully satisfied, and that the materials furnished, and work done in the performance of the completed Contract are fully released from all such liens, claims and demands.

## **25. Occupational Health & Safety Act**

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by executing this Contract, unequivocally acknowledges that he is the Constructor within the meaning of the Occupational Health & Safety Act, 1990 and amendments thereto. In addition, the Contractor must be familiar with and adhere to all Eastern Ontario Trails Alliance Health and Safety policies and procedures.

The Contractor shall, before commencing work on the project, give to the Director of the Ministry of Labour, a notice in writing with a copy to the Eastern Ontario Trails Alliance in accordance with the current Section(s) of the Occupational Health and Safety Act. A copy of all notices received by the Contractor from the Ministry of Labour shall be forwarded to the Eastern Ontario Trails Alliance within twenty-four (24) hours of receipt of the same.

Should an inspector discover an infringement of the Health and Safety Act, the the Eastern Ontario Trails Alliance will request the Contractor correct the problem(s). If this is not done, the Eastern Ontario Trails Alliance will immediately inform the local Ministry of Labour Inspector of the situation.

No claims will be entertained as a result of delays caused by work stoppages for safety infringements.

## **26. Workplace Hazardous Material Information System (WHMIS) Reporting**

Prior to commencement of work the Contractor shall provide, to the Eastern Ontario Trails Alliance, a list of those products controlled under WHMIS which they expect to use on the contract. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of projects controlled under WHMIS shall be labeled.

The Contractor shall notify the Eastern Ontario Trails Alliance of changes to the list in writing and provide relevant Material Safety Data Sheets.

The Eastern Ontario Trails Alliance shall supply a list and related data on hazardous materials which are known to be present on the construction site or utilized during the estimated duration of the contract.

## **27. Spill Reporting**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges or pollutants or contaminants that are a result of Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Eastern Ontario Trails Alliance. Such spills or discharges and their adverse effects shall be as defined in the current statutes and regulations.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the

Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall forthwith be reported to the Eastern Ontario Trails Alliance.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges, and reporting as may be required by regulations, laws, etc.

## **28. Inspection**

The Contractor shall co-operate with the Inspector and provide any data or information requested by the Inspector. The Contractor shall also provide reasonable assistance to the inspector to assist them in taking measurements of the work, maintaining a daily record of all work, verifying grades and work operations; and to secure all samples of any materials to be tested.

The Contractor when requested, must arrange for the inspector's presence prior to undertaking such work as may be designated for constant inspection. A minimum of 24 hours advance notice must be provided to the inspectors, for such work. Where such notice is not provided, the Eastern Ontario Trails Alliance may deduct an amount representing further inspection, checking, etc., deemed appropriate by the Eastern Ontario Trails Alliance.

## **29. Completion of Contract, Final Inspection and Final Acceptance**

The works covered by this contract will not be deemed complete by the Eastern Ontario Trails Alliance until an inspection has been made by the Eastern Ontario Trails Alliance or his representative. They shall be accompanied during the inspection by a competent person supplied by the Contractor at the Contractor's expense. The inspection shall not be made until all the finished roads, grades and lines have been established and the site reinstated and cleaned to the satisfaction of the Eastern Ontario Trails Alliance.

Where inspection(s) is required or requested with advance notice, this shall be adhered to. If work by the Contractor proceeds where field inspection is required and not arranged as required, any additional costs relating to inspection, engineering and administration shall be charged to the Contractor.

Upon expiration of the maintenance guarantee period, the works will be inspected by the Eastern Ontario Trails Alliance and provided that all deficiencies have been rectified to the City's satisfaction, the works shall be accepted thus becoming the responsibility of the Eastern Ontario Trails Alliance. At such a time the Eastern Ontario Trails Alliance shall issue to the Contractor a "Certificate of Final Acceptance" in the form of a letter indicating the date of final acceptance.

If upon inspection of the works, all deficiencies have not been rectified to the City's satisfaction, the maintenance guarantee period and all insurance policies shall be extended

until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been issued.

**30. Quality Assurance Testing**

Where required by the Eastern Ontario Trails Alliance, the Contractor shall supply certified copies of all tests upon all materials to be used in the construction of the works, indicating that materials comply with the specifications. Such tests shall be made by an approved or designated testing company and shall be at no additional cost to the Eastern Ontario Trails Alliance.

**31. Access**

Access to all local private, commercial, farm or any other entrance shall be maintained at all times during construction.

**32. Location and Storage of Materials and Equipment**

The Contractor is to establish a storage location for materials and equipment prior to commencement of the project. Materials shall not be stored within 4 m of the traveled portion of any roadway except in the medians where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material which, in the opinion of the Eastern Ontario Trails Alliance, constitutes a traffic hazard or obstruction to maintenance operations.

All costs associated with moving or storing materials is to be borne by the Contractor.

Storage areas are to be restored to existing or better conditions.

**33. Open Excavations**

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation.

Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations each day.

**34. Project Sign Board**

In the event that the Eastern Ontario Trails Alliance supplies a temporary project sign board for this project, the Contractor shall maintain the project sign board in good condition safely mounted or positioned for the duration of the contract. The Contractor shall ensure that the sign board is returned to the Eastern Ontario Trails Alliance upon completion of the project.

**35. Harmonized Sales Tax**

All work tendered is subject to the Harmonized Sale Tax.



PART 5  
SPECIAL PROVISIONS – TENDER ITEMS

**PART 5 - Special Provisions: Tender Items**

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2. Environmental Protection .....	Page 41
3. Granular M and Grading Trail.....	Page 41
4. 3” Minus Crushed Stone (Provisional) .....	Page 42

**SPECIAL PROVISIONS – TENDER ITEMS**

**1. Mobilization/Demobilization**

The mobilization and demobilization item in this Contract is to cover the Bidders’ cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period.

This item shall include compensation in full for all labour, equipment and materials required to perform all traffic control, site restoration work for any areas disturbed by the Contractor during construction, including the contractors staging and storage areas. This item shall also include restoration of the trail and trail embankments if disturbed during construction. Upon completion of the work, any debris, mud or other material deposited on the trail shall be removed. All debris and construction materials will be removed from the area. Embankments will be restored with topsoil and seed as required. The construction area must be restored to its original or better condition.

Payment at the Contract Price for the above tender item shall also include full compensation for all labour, equipment, and material required to do the following work:

- Set up of appropriate sanitary facilities and secure work areas transportation of equipment;
- Provision of bonds and insurance;
- Providing an initial construction schedule and updating it on a bi-weekly basis;
- Site security;
- Traffic Control, setting out work ahead signage (this will have to move with the daily / weekly operations);
- Stakeout of existing utilities and services;
- Delivery of Notices and communications with property owners as required;
- Attendance at preconstruction site meetings and bi-weekly site meetings;
- Removal of equipment, materials, etc. from site

Measurement for payment for this Item will by Lump Sum. Sixty (60%) percent of the price for the mobilization/demobilization item shall be deemed to relate to mobilization and the balance to demobilization.

## 2. Environmental Protection

The Contractor shall supply all labour, equipment and material required to control construction impact on the environment and adjacent land owners in conformance with OPSS 805 and to the satisfaction of the Engineer and regulatory agencies.

It is the contractor's responsibility to ensure that all reasonable measures are put in place and additional materials are on hand to ensure the surrounding lands are not impacted by the stated work. This may include, but is specifically not limited to:

- Establish silt fence (OPSD 219.110) around any disturbed area, stockpile or area where surface water may carry suspended solids off the site (this specifically includes proper installation of silt fencing).

All erosion control measures are to be maintained by the Contractor until the area has been stabilized by placement of hard surfaces or vegetated cover has been established (80% coverage) to the satisfaction of the Engineer. This may require maintenance beyond the completion of general construction activities.

Payment at the Contract Price for this item shall be full compensation for all labour, materials and equipment required to do the work. Payment shall be by lump sum.

## 3. Granular M and Grading Trails

Preference may be given to those with a small (parking lot) grader. The work under this item includes the grading, supply, placement and compaction of quarried Granular "M" material as necessary for the rebuilding and upgrading of the Trans Canada Trail. The trails shall be graded, including scarifying the existing surface to depth of 'potholes', to create a relatively smooth surface prior to the placement of new Granular "M" material.

Granular "M" materials shall be used for granular trail base, and where the Contractor is directed by the Engineer to remove unsuitable material from the subgrade, all in accordance with the Ontario Provincial Standard Specifications Form 314. Water for compaction, as directed by the Engineer, shall be included in the unit price bid. Granular M shall conform to OPSS 1010. Granular shall be compacted to 98% SPMDD.

A typical depth of 50 mm is to be applied for fine grading activities. Quantity estimates have been based on an application rate of 110 kg/m<sup>2</sup>. However, some areas may require more gravel. Some areas may require little or no gravel. EOTA representatives will mark the sections of trail requiring gravel (low and rough sections of the trail).

Payment at the Contract Price for this item shall be full compensation for all labour, materials and equipment required to do the work. Measurement for payment shall be by the metric tonne.

**4. 3" Minus Crushed Stone (Provisional)**

If soft areas are found that require a more substantial base, then Crushed stone (3" minus) may be used to strengthen the base prior to placement of Granular "M".

Payment at the Contract Price for this item shall be full compensation for all labour, materials and equipment required to do the work. Measurement for payment shall be by the Tonne.

**PART 6**  
**RESPONSE FORMS**

**RESPONDENT IDENTIFICATION**

RESPONDENT:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Position of Person Signing

\_\_\_\_\_  
Signature

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract.

**ACKNOWLEDGMENT OF ADDENDUM**

I/WE declare that I/WE have carefully examined all addendum and hereby acknowledge the same to be part and parcel of any contract to be let for all work therein described

Zero Addendum Issued \_\_\_\_\_

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

(to be completed and returned in the tender submission envelope)

Failure to acknowledge all Addenda issued **may** result in the bid being rejected.

SIGNATURE: \_\_\_\_\_ POSITION \_\_\_\_\_

**DECLARATION OF ACCESSIBILITY COMPLIANCE**

<b>COMPANY NAME:</b>	
<b>PRINT NAME:</b>	
<b>TITLE:</b>	<b>DATED:</b>

I/ we acknowledge that as a Contractor/Consultant of the Eastern Ontario Trails Alliance we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

---

**Authorized Signature**

---

**Dated**

---

**Printed Name**



**ITEMIZED BID SHEET**

**Federal and Provincial Taxes-** Unit and/or lump sum prices shall not include the Goods and Services Tax.

Part A – Trans Canada Trail (Kaladar to Sharbot Lake, approximately 41 kms)

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization / Demobilization	L.S.	1		
2	Environmental Protection	L.S.	1		
3	Granular M and Grading (Kaladar to Sharbot Lake)	tonne	6,000		
4	3" Minus Crushed Stone (provisional)	tonne	50		
<b>Sub-Total Part A</b>					
<b>13% HST</b>					
<b>Total Contract Part A</b>					

"Tender Award:

Providing the project moves forward, if it can be awarded within the approved budget allotment, the contract will be awarded to the lowest qualified bidder – total contract (including provisional items). If all "Total Contract" bids are over budget, the project will be awarded to the lowest qualified bidder of total core items. Once the lowest qualified bidder has been identified using the above criteria, the Owner reserves the right to include all of the provisional items, some of the provisional items, or none of the provisional items at any time during the award or construction process."

**TOTAL CONTRACT \$** \_\_\_\_\_

**Contractor's HST Registration No.** \_\_\_\_\_

I/WE agree that this offer is to continue open to acceptance until the formal contract is executed by the successful Bidder for the said work or until 60 days after the said opening, whichever event first occurs; and that the Owner may at any time within that period, without notice, accept this tender whether any other tender had been previously accepted or not.

1. I/WE hereby agree that notification of acceptance of this quotation 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 mailing of such notification.
2. I/WE hereby agree that the work specified in the contract will be performed in strict accordance with the Special Provisions, Plans, Standard Specifications and General Conditions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signed By (please print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contact person if different than above.

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2021

**REFERENCES – MUST BE COMPLETED AND RETURNED WITH SUBMISSION**

References: State names, addresses and telephone numbers of clients for whom your company has recently performed similar services. Additional pages may be added if necessary.

Reference No. 1	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	
Reference No. 2	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	
Reference No. 3	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	



**RETURN "LABEL" (to be glued or taped to outside of return envelope)**

CONFIDENTIAL BID DOCUMENTS ENCLOSED

**DO NOT OPEN**

CONTRACT IDENTIFICATION: EOTA 21-3-3669-B Various Locations

Deliver To:  
 Eastern Ontario Trails Alliance  
 255 Metcalf Street  
 Tweed, Ontario K0K 3J0

Attention: Cindy Cassidy

<b>Submitted By</b> (Insert company Name)		
<b>OFFICE USE ONLY</b>		
<b>Received By:</b> (Name of City Staffer)		
<b>Date/Time:</b>		
<b>Date &amp; Time as per electronic punch time clock at 2<sup>nd</sup> floor reception</b>		
<b>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</b>	(Print Name)	(Signature)

