



Rideau Lakes

REQUEST FOR TENDER

RFT No. PW2025-11

TOWNLINER ROAD BRIDGE REPLACEMENT

CLOSING ON:

Friday, August 15, 2025, at 11:00 am

SUBMISSION:

**HARDCOPY SUBMISSION DELIVERED TO
TOWNSHIP OFFICE AT:**

Chantry at 1439 County Road 8

LATE SUBMISSIONS WILL NOT BE ACCEPTED

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Request for Tender (the “RFT”) is an invitation by the Corporation of the Township of Rideau Lakes (“the Township”) to prospective Contractors to submit tenders for **RFT No. PW2025-11 –TOWNLINE ROAD BRIDGE REPLACEMENT** as further described in Section A of Appendix C – RFT PARTICULARS (the “Deliverables”).

For the purpose of the RFT, the Township is seeking qualified and experienced Contractors for the provision of bridge (culvert) replacement services, including but not limited to the removal of the existing concrete structure and replacement with a twin-cell corrugated steel pipe (CSP) arch culvert, along with associated excavation, backfilling, erosion protection, creek bypass, dewatering, traffic control, SBGR and road restoration, based on the scope of work outlined Section A of Appendix C – RFT PARTICULARS (the “Deliverables”).

1.2 Tender Registration and Submission

The Bidder shall comply with the following instructions. Those failing to do so may be subject to disqualification.

Bids shall be made in the format specified in this section and include the forms in Section 2.

Bids must be in hard copy form, in a sealed envelope, clearly marked with its contents. Mailed or delivered to the Township Office in Chantry at 1439 County Road 8 as detailed below. Fax transmissions and emails will not be accepted.

Tender PW2025-11

Dan Chant, Manager of Roads and Drainage

Township of Rideau Lakes

1439 County Rd 8, Delta, ON K0E 1G0

Bids will be received the deadline indicate in the table below. It is the Bidder's responsibility to ensure that the bid submission is received by the Township prior to the submission deadline.

All bids received will be held, unopened, and in strict confidence until after the closing date and time.

All entries must be clear and legible and made in ink. All items shall be bid according to any instructions in this document and with entries made for unit price, lump sum, extensions and totals as appropriate.

RFT's that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected. Erasures, overwriting or strikeouts are to be initialed by the person signing for the Bidder.

The Township of Rideau Lakes reserves the right to abandon, change or include all or any part of the Work identified in this document. Due to budget changes or restrictions, the Township, or their representative, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. In the case of a reduction or alteration of the work, no compensation shall be made for profit or administrative fees to the successful Bidder.

Timetable

Issue Date of Tender	Friday, July 25, 2025
Site Visit / Pre-Bid Meeting	Tuesday, August 5, 2025 - 11:00 am
Deadline for Questions	Thursday August 7, 2025 - 3:00 PM local time
Deadline for Issuance of Addenda	Tuesday August 12, 2025 - 4:00 PM local time
Submission Deadline	Friday August 15, 2025 - 11:00 AM local time
Anticipated Tender Award	September 1, 2025
Irrevocability Period	90 Days

Inquiries

Only inquiries received in writing via the email address provided below will be responded to. Submitted questions will be addressed as Addendums.

Clarification of Documents

Any clarification of the Township of Rideau Lakes documents required by the Bidder prior to submission shall be requested in writing by email only at the address provided in the document. Any such clarifications so given shall not in any way alter these documents and the Contractor and Township agree that in no case shall oral arrangements be considered.

Alteration of Tenders

A Tender may be altered by submitting another Tender at any time up to the specified time and date for Tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by the Bidder for this Tender.

Withdrawal of Tenders

The Bidder may withdraw the Tender at any time up to the specified time and date of the Tender closing.

Acceptance or Rejection of Tenders

The Township of Rideau Lakes reserves the right to reject any or all Tenders, for any reason whatsoever and to accept only Tenders considered best for its interest and to waive formalities as the interests of the Township of Rideau Lakes may require without stating reasons; therefore, the lowest or any Tender may not necessarily be accepted.

The Township of Rideau Lakes shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Township of Rideau Lakes of any Tender, or by reason of any delay in the acceptance of a Tender, unless as specifically provided in the Tender Documents.

The Tender shall be irrevocable for a period of ninety days following the date of the Tender Closing.

The acceptance of any Submission is subject to approved funding. The delivery of an electronic notice of award to the Consultant address given in the Submission, shall constitute notice of acceptance of the Tender.

This Tender may be awarded in part, in whole or not at all.

Tenders With Discrepancies

Wherever the amount of the Tender for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern, and the amount and the Total Tender Price shall be corrected accordingly.

Mathematical discrepancies shall be corrected by the Township of Rideau Lakes by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

Unacceptable Tenders

Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Township of Rideau Lakes will be the sole judge of such matters, and should any Tender appear to be unbalanced, then it will be rejected by the Township of Rideau Lakes.

Tender Results

The names of the Bidders and total Tender prices will be made available as 'unofficial results' upon the Tender closing date and time.

Contract Award Procedures

The Township of Rideau Lakes shall notify the Successful Bidder that the Tender has been accepted within 60 Days of the Tender closing. Notice of acceptance of Tender may be by telephone or email, or a combination of both.

This Tender has been prepared with the intention of proceeding with the acceptance of the lowest submitted Tender, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Township of Rideau Lakes may be unable to award this Tender. The Bidders agree to save harmless, the Township from any or all claims for monetary or any other types of compensation if this Tender cannot be awarded.

Failure to comply with all terms, specifications, requirements, conditions, and general provisions of this Tender, to the satisfaction of the Township, shall be just cause for the cancellation of the Contract award. The Township shall then have the right to award this contract to any other Contractor or to re-issue the Tender. The Township of Rideau Lakes will hold the Successful Bidder liable for any damages whatsoever as a result of failure to comply.

1.3 Township Purchasing Policy

The Township's procurement operations are governed by the Township's Procurement of Goods and Services Policy By-Law No. 2025-52

The Township undertakes, as needed, the evaluation of the performance of Contractors during the term of contracts awarded by the Township to establish a record of past performance and determine eligibility to participate in the Township's procurement processes.

It is the Bidder's responsibility to become familiar with the Township's policies, which may

be amended, restated, supplemented, or replaced from time to time. The policies are available on the Township's website.

1.4 Type of Contract for Deliverables

The selected Bidder will be required to enter into an Agreement with the Township for the provision of the Deliverables in the form attached as Appendix A to the RFT (the "Agreement"). It is the intention of the Township to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of 90 working days, with a total completion date (all works) by November 10, 2025.

1.5 Examination of Document and Site

It is the responsibility of the Bidder to satisfy itself that the Tender Documents are complete. The Bidder shall carefully examine all the Tender Documents.

Prior to submitting its Bid, the Bidder should visit and carefully examine the place of the Work and satisfy itself as to all existing surface and subsurface conditions, facilities and difficulties and shall take into consideration weather conditions, local labour conditions, and material and equipment availability which may affect the execution of the Work.

No claims by the Bidder will be considered or allowed for conditions which can be determined by careful and diligent examination of the Tender Documents, the place of the Work and local conditions, or both. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of any successful Bidder to fulfill all requirements of the Contract.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Township will conduct the evaluation of Tenders in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Tenders comply with all of the mandatory submission requirements. Tenders that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Township, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of Appendix C – RFT PARTICULARS.

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a Bidder may not make any changes to any of the forms. Any Tender containing any such changes, whether on the face of the form or elsewhere in the Tender, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which Tenders comply with all of the mandatory technical requirements. Tenders that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Township, be rejected. The mandatory technical requirements are listed in Section D of Appendix C – RFT PARTICULARS.

2.4 Stage III – Pricing

Stage III will consist of an assessment of the submitted pricing of each compliant Tender in accordance with the evaluation method set out in Submission Forms (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to reserved rights of the Township, the compliant Bidder with past references, similar projects and acceptable past performance, the lowest pricing may be selected to enter into the Agreement in accordance with the following section.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the Township to the selected Bidder shall be in writing. The selected Bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions of award listed in Section E of Appendix C – RFT PARTICULARS, within fifteen (15) days of notice

of selection. This provision is solely for the benefit of the Township and may be waived by the Township.

2.7 Failure to Enter into Agreement

If a selected Bidder fails to execute the Agreement or satisfy any applicable conditions within the time period stipulated above in section 2.6, the Township may, without incurring any liability, proceed with the selection of another Bidder and pursue all other remedies available to the Township.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Tender

All of the provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Bidder's Tender. A Bidder who submits conditions, options, variations, or contingent statements to the terms as set out in this RFT, including the terms of the Agreement in Appendix A, either as part of its Tender or after receiving notice of selection, may be disqualified. If a Bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the Tender.

3.1.2 Bidders to Follow Instructions

Bidders should structure their Tenders in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the applicable section numbers of this RFT.

3.1.3 Tenders in English

All Tenders are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the Bidder's Tender should be submitted in a fixed form, and the content of websites or other external documents referred to in the Bidder's Tender but not attached will not be considered to form part of its Tender.

3.1.5 Past Performance

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

3.1.6 Information in RFT Only an Estimate

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Bidders the general scale and scope of the Deliverables. It is the Bidder's responsibility to obtain all the information necessary to prepare a Tender in response to this RFT.

3.1.7 Bidders to Bear Their Own Costs

The Bidder will bear all costs associated with or incurred in the preparation and presentation of its Tender, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Tender to be Retained by the Township

The Township will not return the Tender, or any accompanying documentation submitted by a Bidder.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Township makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Township may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising this RFT, and shall report any errors, omissions, or ambiguities through the Tender System prior the Deadline for Questions. The Township shall not be responsible for any information provided by or obtained from any source other than by addenda issued by the Procurement Representative through the Tender System. The Township is under no obligation to provide additional information. It is the responsibility of the Bidder to seek clarification on any matter it considers to be unclear. The Township shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by addendum. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addenda through the Tender System. Each addendum forms an integral part of this RFT.

3.2.3 Verify, Clarify and Supplement

When evaluating Tenders, the Township may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's Tender. The response received by the Township shall, if accepted by the Township, form an integral part of the Bidder's Tender.

3.3 Information, Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the Township and a Bidder, the other Bidders may be notified directly in writing.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Procurement Representative and must be made within sixty (60) days of such notification.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Township in the preparation of its Tender that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the Bidder’s other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Township may disqualify a Bidder for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Township may disqualify a Bidder, rescind a notification of selection, or terminate a contract subsequently entered into if the Township determines that the Bidder has engaged in any conduct prohibited by this RFT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the Procurement Representative.

It is the Bidder's responsibility to become familiar with the Township's policies, which may be amended, restated, supplemented, or replaced from time to time. The policies are available on the Township's website.

3.4.6 No Lobbying

Bidders must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as Tender-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Township; deceitfulness; submitting Tenders containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.8 Past Performance or Past Conduct

The Township may prohibit a Bidder from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Bidder to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Township, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Township

All information provided by or obtained from the Township in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the Township and must be treated as confidential;

- (b) is not to be used for any purpose other than replying to this RFT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Township; and
- (d) must be returned by the Bidder to the Township immediately upon the request of the Township.

3.5.2 Confidential Information of Bidder

A Bidder should identify any information in its Tender, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that names and Tender amounts will be made public and posted on Township website. Bidders are advised that their Tenders will, as necessary, be disclosed, to advisers retained by the Township to advise or assist with the RFT process, including the evaluation of Tenders. If a Bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the Procurement Representative.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Township

The Township reserves the right to

- (a) make public the names of any or all Bidders;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender;
- (d) assess a Bidder's Tender on the basis of: (i) a financial analysis determining the actual cost of the Tender when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) waive formalities and accept Tenders that substantially comply with the requirements of this RFT;
- (f) verify with any Bidder or with a third party any information set out in a Tender;

- (g) disqualify a Bidder, rescind a notice of selection or terminate a contract subsequently entered into if the Bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) select a Bidder other than the Bidder whose Tender reflects the lowest cost to the Township;
- (i) cancel this RFT process at any stage;
- (j) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (k) accept any Tender in whole or in part; or
- (l) reject any or all Tenders;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a Tender, each Bidder agrees that

- (a) neither the Township nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other claim; and
- (b) the Bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Tender, loss of profit or loss of opportunity by reason of the Township's decision not to accept the Tender submitted by the Bidder, to enter into an agreement with any other Bidder or to cancel this Tender process, and the Bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

3.8 Licenses, permits, certifications and conformance

The Successful Bidder shall acquire, at their cost, all necessary licenses and permits and shall conform to the requirements of all applicable federal, provincial and municipal laws, statutes, and regulations.

The Successful Bidder shall submit all required Health & Safety Certifications required by the Ontario Health & Safety Act & Regulations, prior to award of contract.

The Township of Rideau Lakes reserves the right to require the Bidder to submit all trades certifications specific to the Work involved with the project.

3.9 Subcontractors

Bidders shall list hereunder, all Subcontractors for the execution of all work and services as described in the Tender documents, which shall not be performed directly by the Successful Bidder or the Successful Bidder's employees.

The Successful Bidder shall:

- a) Require his/her Subcontractors to perform their work in accordance with and subject to, the same terms and conditions of the Tender Documents;
- b) Be fully responsible to the Township of Rideau Lakes for acts and omissions of the Successful Bidder's Subcontractors and of persons directly and indirectly employed by the Successful Bidder;
- c) Employ those Subcontractors proposed by the Successful Bidder in writing and accepted by the Township of Rideau Lakes prior to the commencement of any Work;
- d) Be responsible to obtain the coverage set forth under the Tender Document Insurance Requirements and WSIB clearance.

The Township of Rideau Lakes may, for reasonable cause, object to the use of a proposed subcontractor and require the Successful Bidder to employ one of the other proposed Subcontractors.

Nothing contained in the Tender Documents shall create any contractual relationship between any subcontractor and the Township of Rideau Lakes.

4.0 Insurance and WSIB

The Successful Bidder shall, at their own expense, within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

A. Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / aggregate for any negligent acts or omissions relating to their 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; broad form

property damage; broad form completed operations; Owners & Contractors Protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of Rideau Lakes as Additional Insured with respect to the operations of the Successful Bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township of Rideau Lakes.

B. Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles 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 \$5,000,000.00 inclusive for each and every loss.

The Successful Bidder is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township of Rideau Lakes .

The Township of Rideau Lakes reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

Any deductible shall be subject to approval by the Township of Rideau Lakes and cannot for any of the above-referenced insurance exceed \$10,000.00. It is further agreed that all deductibles shall be the sole responsibility of the Successful Bidder, and the Township of Rideau Lakes shall bear no costs towards such deductibles.

The Successful Bidder shall provide the Township of Rideau Lakes with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township of Rideau Lakes in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township of Rideau Lakes . The Successful Bidder is required to file updated Certificates of Insurance prior to policy expiration dates.

C. Professional Liability Insurance – Consulting & Inspection Services

Professional liability (errors and omissions) insurance coverage shall be obtained by any contractor providing consulting or inspection services to a limit of not less than \$5,000,000.00. If such insurance is written on a claim made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

D. Environmental Impairment Liability – If Applicable

Environmental Impairment Liability with a limit of not less than \$2,000,000.00. Per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration clause. If such insurance is issued on a claims made basis,

coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Successful Bidder is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township.

The Township reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

Any deductible shall be subject to approval by the Township and cannot for any of the above referenced insurance exceed \$10,000.00. It is further agreed that all deductibles shall be the sole responsibility of the Successful Bidder and the Township shall bear no costs towards such deductibles.

The Successful Bidder shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township. The contractor is required to file updated certificates of insurance prior to policy expiration dates.

Indemnification, Defend and Hold Harmless

The Successful Bidder shall indemnify, defend and save harmless Township, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, agents, or others for whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

Workplace Safety & Insurance Board Coverage

The Successful Bidder must obtain and forward to the Township, a letter of clearance from the Workplace Safety and Insurance Board (WSIB) stating that he/she is in good standing with the Board. The clearance certificate's validity period is up to 90 days and new clearance is automatically generated 4 times per year (May 20, August 20, November 20, and February 20) for Successful Bidders in good standing with the Workplace Safety and Insurance Board. It is the responsibility of the Successful Bidder to ensure that it obtains and maintains proper and adequate coverage used for this project, as would be required of any prudent Successful Bidder. Work may not be authorized to begin until this document is received by the Township of Rideau Lakes .

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See attached sample

DRAFT

FORM OF AGREEMENT

BETWEEN:

THE CORPORTION OF THE TOWNSHIP OF RIDEAU LAKES

(referred to as the “Township”)

AND:

[*INSERT FULL LEGAL NAME OF BIDDER*]

(referred to as the “Bidder”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Bridge renewal services, including but not limited to the removal of the existing concrete bridge (/culvert) and replacement with a double-cell corrugated steel pipe (CSP) arch culvert, along with associated excavation, backfilling, erosion protection, creek bypass, dewatering, SBGR and traffic control and road restoration.

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) Addendums
- (c) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (d) Contract Drawings
- (e) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (f) Ontario Provincial Standard Specification and Drawings

- (g) all the documentation submitted by the Bidder in response to the Solicitation Document (the "Bidder's Submission").

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Township.

[Insert Bidder's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Bidder.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

Bid Form, Dated July 23,2025

Townline Road Bridge Replacement



Contract No: PW 2025-11

Bid Form - IFT - July 23, 2025

Township of Elizabethtown-Kitley &
Township of Rideau Lakes

Item No.	OPSS	NSSP	Description	Unit	Quantity	Unit Price	Total
1	General						
1.1	100	-	Performance Bond	Lump Sum	100%		
1.2	100	-	Labour and Material Payment Bond	Lump Sum	100%		
1.3	100,539	YES	Mobilization & Demobilization and Access to Work Area	Lump Sum	100%		
1.4	517,182, PROV 517	YES	Temporary Creek Bypass and Dewatering, including Design and Construction as Necessary	Lump Sum	100%		
1.5	410	YES	Supply & Installation of Bypass HDPE Pipe - (900mm Ø)	m	15.0		
2	Civil & Pavement						
2.1	201,180	YES	Clearing and Grubbing	Lump Sum	100%		
2.2	510,180	-	Removal and Disposal of Existing Guide Rails	m	72		
2.3	510,180	YES	Removal and Disposal of Existing Concrete Bridge	Lump Sum	100%		
2.4	902,206,180	YES	Earth Excavation for Structure and Grading	m ³	670.0 (P)		
2.5	902,206	-	Earth Excavation and Grading for Embankment Protection	Lump Sum	100%		
2.6	206,180	YES	Existing Ditch Grading and Cleaning	m	80		
2.7	902,206,180	YES	Rock Excavation for Structure and Grading	m ³	24.0 (P)		
2.8	314,1010	-	Granular A	t	1474.0		
2.9	314,1010	-	Granular B type II	t	200.0		
2.10	410	-	Clay Seal	Lump Sum	100%		
3	Structural						
3.1	904	-	Concrete in Footing	m ³	31.0		
3.2	905	-	Reinforcing Steel Bar	t	3.0		
3.3	421,1801	YES	Supply & Installation of CSP Culvert (3660mm x 1910mm)	m	48.0		
3.4	578	-	Unshrinkable Fill	m ³	14.0		
4	Traffic Control and Safety						
4.1	706	YES	Traffic Control, TCP, Road Closure, Signage and Maintenance	Lump Sum	100%		
4.2	721	-	Single Rail Steel Beam Guide Rail (SBGR) (OPSDs 912.185 & 912.246)	m	160.0		
4.3	732	-	Steel Beam Energy Attenuator Terminal (SBEAT)	Each	4.0		
5	Environmental and Landscape						
5.1	801,805,182	YES	Environmental Protection, Erosion and Sediment Control including Monitoring and Maintenance	Lump Sum	100%		
5.2	511,1004	YES	Rip-Rap (R-50)	t	192.0		
5.3	511,1860	-	Non-Woven Class II Geotextile	Lump Sum	100%		
5.4	802,804	YES	Site Restoration	Lump Sum	100%		
Total:							

Provisional Items

Item No.	OPSS	NSSP	Description	Unit	Quantity	Unit Price	Total
P.1			Utility Relocation (Temporary Service Management)	Lump Sum	100%		
P.2			Modification to Local Entrances	Lump Sum	100%		
P.3			Property Easement Agreement	Lump Sum	100%		
Total (Provisional):							

B. Rates and Disbursements
Price Schedule, Dated XXXX

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Township to the Bidder under the Contract shall not exceed [*insert maximum contract amount*] (\$xxx).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows:
Payments shall be made in accordance with the Ontario Construction Act and the terms outlined in GC-100. Proper invoices shall be submitted as per the contract requirements, and payments shall be made within the statutory timelines, subject to applicable holdbacks and retainage.

D. Township and Bidder Representatives

The Township Representative and contact information for the Contract is:
Dan Chant, Manager of Roads and Drainage
Township of Rideau Lakes
Phone: 800-928-2250 ext.227; Cell: 613-802-0343
Email: dchant@rideaulakes.ca

The Bidder Representative and contact information for the Contract is:

[*insert name and title of Bidder representative in charge of the contact and contact details, including mailing address and email address*]\

E. Term of Contract

The Contract shall take effect on the [*insert date*] (the “**Effective Date**”) and shall be in effect for a period of 90 calendar days from the Effective Date, with an option in favor of the Township to extend the term for an additional period determined by Township at his/her sole discretion, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law. Notwithstanding such extension, time shall continue to be deemed of the essence in the performance of this Contract

F. Specific Provisions

F.1 Final Survey and As-Built Drawing

- i) The Contractor shall provide a final survey of the completed culvert replacement work, including all modifications to prepared by a licensed surveyor.
- ii) The survey shall include but not limited to:
 - Final vertical and horizontal alignments of the new culverts and footings.
 - Key dimensions, levels, and any changes made during construction.
 - Final road and embankment levels, including rip-rap placement.
 - SBGR including SBEAT.
- iii) The final survey shall be submitted in both hard copy and electronic format (e.g., AutoCAD or PDF) within 14 calendar days of completing the project.
- iv) The Contractor shall submit as-built drawings reflecting the final completed work, including all constructed elements and modifications.
- v) The as-built drawings shall show:
 - Final locations of the new CSP culvert, road alignment, rip-rap, and reinstated elements.
 - Any changes, repair or deviations from the original design.
- vi) The as-built drawings shall be submitted in hard copy and electronic format (AutoCAD, PDF, or other agreed formats) within 14 calendar days after project completion.
- vii) The Contract Administrator will review the final survey and as-built drawings. The Contractor must address any issues or revisions requested by the Contract Administrator.
- viii) Final approval of the survey and as-built drawings is required for the issuance of final payment.
- ix) If the Contractor fails to submit the final survey and as-built drawings as required, the Contract Administrator may withhold final payment until the required documents are submitted and approved.

F.2 Changes in the Work

Clause GC 3.10.01 of GC-100 is amended by the addition of the following:

- i) The Owner shall have the right to delete any part of the Work from the Contract upon five(5) days written notice to the Contractor. In the event of such a deletion, the Contractor shall be entitled to payment for that portion of the Work that is, in the Contract Administrator's opinion, satisfactorily performed up to the date of the deletion notice and the Contractor may request negotiations for payment of actual costs incurred by the Contractor to remove equipment, materials and labour from the site, provided the Contractor shall provide reasonable evidence of any such actual costs, provided further that the Contractor shall not be entitled to any claim for loss of profit or anticipated profit, loss of business opportunities, or any other indirect or consequential damages that may arise from the Owner's deletion of the Work.

F.3 Measurement and Payment

Subsection GC 8.01.02 of GC-100 is deleted in its entirety and replaced with the following:

- a) In the case of a Major Item where the quantity of work performed or Material supplied or both by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the work performed or Material supplied or both which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the work or supplying the Material or both under the tender item plus a reasonable allowance for profit and applicable overhead.

If the two parties are unable to reach agreement on a revised unit price through negotiation, then an amount equal to 90% of the unit price shall be paid to the Contractor for the quantity in excess of 115% of the tender quantity, and the remaining 10% shall be credited to the Owner.

- b) In the case of a Major Item where the quantity of work performed or Material supplied or both by the Contractor is less than 85% of the tender quantity, the Contractor may make a written request to negotiate for the portion of the actual overheads and fixed costs applicable to the amount of the underrun in excess of 15% of the tender quantity. For purposes of the negotiation, the overheads and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the tender quantity for the item. Overhead costs shall be confirmed by a statement certified by the Contractor's senior financial officer or auditor and may be audited by the Owner.

If the two parties are unable to reach an agreement on the amount payable through negotiation, then an allowance equal to 10% of the unit price shall be paid to the Contractor on the amount of the underrun in excess of 15% of the tender quantity.

Written requests for compensation must be received no later than 60 Days after the issuance of the Completion Payment.

F.4 Contract Schedule and Meetings

- i) detailed critical path schedule shall be prepared by the Contractor and submitted with the Tender. Tenders submitted without the schedule may be deemed incomplete and subsequently may be rejected at the discretion of the City. The schedule shall include all controlling operations, major milestone dates and requirements of others. Any deviations to the schedule shall be communicated to all the merchants that are to be affected.
- ii) The Successful Bidder shall submit an updated project schedule on a monthly basis, reflecting actual progress and any adjustments required to maintain the project timeline. Additionally, the Successful Bidder shall provide a two-week look-ahead Work plan, outlining planned activities, key milestones, and resource allocations, to facilitate coordination and ensure a smooth and efficient inspection process.

F.5 Review of Shop/Working Drawings

- i) For the portions of the work to be done under this Contract where detail drawings are to be supplied by the Contractor, three (3) copies of same, together with specifications, plus such additional copies as the Contractor and his subcontractors may require, shall be submitted to the Contract Administrator for review.
- ii) The Contractor or his Subcontractor shall check and initial all shop drawings before submission to the Contract Administrator so as to intercept and correct any major errors or omissions. Shop drawings will not be reviewed by the Contract Administrator unless they have been previously checked by the Contractor.
- iii) The review by the Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Contract Administrator approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents.
- iv) The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the work of all subtrades.
- v) Work which relates to the shop drawings shall not be carried out before the Contract Administrator's review of the shop drawings is complete.

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ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Township has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Bidder had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Township and not available to other Bidders or Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Bidder’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Township Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Township Confidential Information” means all information of the Township that is of a confidential nature, including all confidential information in the custody or control of the Township, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Bidder in connection with the Contract. For greater certainty, Township Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Township, the Bidder or any third-party; (ii) all information (including Personal Information) that the Township is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Bidder of any duty of confidentiality owed by the Bidder to the Township or to any third-party; (ii) the Bidder can demonstrate to have been rightfully obtained by the Bidder, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Bidder free of any obligation of confidence; (iii) the Bidder can demonstrate to have been rightfully known to or in the possession of the Bidder at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Bidder; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Deliverables” means everything developed for or provided to the Township in the course of performing under the Contract or agreed to be provided to the Township under the Contract by the Bidder or its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Indemnified Parties” means the Township and the Township’ officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Bidder establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Township;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

“Newly Created Intellectual Property” means any Intellectual Property created by the Bidder in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the Township to the Bidder, or provided by the Bidder to the Township, for the purposes of the Contract; or (b) created by the Bidder in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Bidder Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Bidder’s Intellectual Property” means Intellectual Property owned by the Bidder prior to its performance under the Contract or created by the Bidder during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the Township or the Bidder.

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the Township

Notwithstanding anything else in the Contract, any express or implied reference to the Township providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Township beyond the obligation to pay the Rates in respect of Deliverables accepted by the Township, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the Township to insist in one or more instances upon strict performance by the Bidder of any of the terms or conditions of the Contract shall not be construed as a waiver by the

Township of its right to require strict performance of any such terms or conditions, and the obligations of the Bidder with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable businessperson applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Township Representative and the Bidder Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province Ontario and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN TOWNSHIP AND BIDDER

3.01 Bidder's Power to Contract

The Bidder represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Township under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Bidder Not a Partner, Agent or Employee

The Bidder shall have no power or authority to bind the Township or to assume or create any obligation or responsibility, express or implied, on behalf of the Township. The Bidder shall not hold itself out as an agent, partner or employee of the Township. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Township and the Bidder or any of the Bidder's directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Bidder acknowledges that it is providing the Deliverables to the Township on a non-exclusive basis. The Township makes no representation regarding the volume of goods and services required under the Contract. The Township reserves the right to contract with other parties for the same or similar goods and services as those provided by the Bidder and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Bidder

The Bidder agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and Subcontractors. This paragraph is in addition to any and all of the Bidder's liabilities under the Contract and under the general application of law. The Bidder shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Bidder pursuant to the Contract or otherwise at law or in equity, the Bidder shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Bidder shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Township. Such consent shall be in the sole discretion of the Township and subject to the terms and conditions that may be imposed by the Township. Without limiting the generality of the conditions which the Township may require prior to consenting to the Bidder's use of a subcontractor, every contract entered into by the Bidder with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Township.

3.07 Duty to Disclose Change of Control

In the event that the Bidder undergoes a change in control the Bidder shall immediately disclose such change in control to the Township and shall comply with any terms and conditions subsequently prescribed by the Township resulting from the disclosure.

3.08 Conflict of Interest

The Bidder shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Township without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Township to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Township may immediately terminate the Contract upon giving notice to the Bidder where: (a) the Bidder fails to disclose an actual or potential Conflict of Interest; (b) the Bidder fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or (c) the Bidder's Conflict of Interest cannot be resolved to the satisfaction of the Township. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY BIDDER

4.01 Commencement of Performance

The Bidder shall commence performance upon receipt of written instructions from the Township.

4.02 Deliverables Warranty

The Bidder hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Bidder shall forthwith make the necessary corrections at its own expense as specified by the Township in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Bidder warrants and agrees that it has complied with and will comply with, and ensure that any Subcontractors comply with, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 and Regulations, as amended, as well as any other applicable occupational health and safety laws, regulations and standards in relation to the performance of the Bidder's obligations under the Contract. The Bidder shall provide the Township with evidence of the Bidder's compliance with this section upon request by the Township.

4.04 Accessibility Standards for Customer Service

The Bidder shall ensure that any of its employees and any of the Bidder's Subcontractors' employees that may provide customer service on behalf of the Township shall abide by and comply with the Township's Accessibility Policy and shall meet all applicable requirements of Ontario Regulation 191/11.

4.05 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the Township, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Township' place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Township, unless specifically agreed by the Township in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Bidder until the Deliverables are received by the Township. Receipt of the Deliverables at the Township' location does not constitute acceptance of the Deliverables by the Township. The Deliverables are subject to the Township' inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Bidder shall make the necessary corrections at its own expense as specified by the Township in a rectification notice.

4.06 Use and Access Restrictions

The Bidder acknowledges that unless it obtains specific written preauthorization from the Township, any access to or use of the Township property, technology or information that is not necessary for the performance of its contractual obligations with the Township is strictly prohibited. The Bidder further acknowledges that the Township may monitor the Bidder to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Bidder.

4.07 Notification by Bidder of Discrepancies

During the Term, the Bidder shall advise the Township promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.08 Bidder to Comply with Reasonable Change Requests

The Township may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Bidder shall comply with all reasonable Township change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Bidder is unable to comply with the change request, it shall promptly notify the Township and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.09 Pricing for Requested Changes

Where a Township change request includes an increase in the scope of the previously contemplated Deliverables, the Township shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Bidder shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Township and the

Bidder within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.10 Performance by Specified Individuals Only

The Bidder agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Bidder shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Township, which may not arbitrarily or unreasonably be withheld. Should the Bidder require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Bidder shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.11 Time

Time is of the essence of the Contract.

4.12 Township Rights and Remedies and Bidder Obligations Not Limited to Contract

The express rights and remedies of the Township and obligations of the Bidder set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Township or any other obligations of the Bidder at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

The Township shall, subject to the Bidder's compliance with the provisions of the Contract, pay the Bidder for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The Township may hold back payment or set off against payment if, in the opinion of the Township acting reasonably, the Bidder has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the Township under the Contract to the Bidder other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Bidder shall pay all applicable taxes, including excise taxes incurred by or on the Bidder's behalf with respect to the Contract.

5.05 Withholding Tax

The Township shall withhold any applicable withholding tax from amounts due and owing to the Bidder under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Bidder, the interest charged by the Bidder, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Bidder shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Bidder shall permit and assist the Township in conducting audits of the operations of the Bidder to verify (a) and (b) above. The Township shall provide the Bidder with at least ten (10) Business Days prior notice of its requirement for such audit. The Bidder's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Township. The Township may, in its sole discretion, acknowledge the Deliverables provided by the Bidder in any such publicity or publication. The Bidder shall not make use of its association with the Township without the prior written consent of the Township. Without limiting the generality of this paragraph, the Bidder shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Township.

6.02 Township Confidential Information

During and following the Term, the Bidder shall: (a) keep all Township Confidential Information confidential and secure; (b) limit the disclosure of Township Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Township Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Township and (ii) in respect of any Township Confidential Information about any third-party, the written consent of such third-party; (d) provide Township Confidential Information to the Township on demand; and © return all Township Confidential Information to the Township on or before the expiry or termination of the Contract, with no copy or portion kept by the Bidder.

6.03 Restrictions on Copying

The Bidder shall not copy any Township Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Bidder, the Bidder must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Bidder shall notify the Township promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Township Confidential Information.

6.05 Injunctive and Other Relief

The Bidder acknowledges that breach of any provisions of this Article may cause irreparable harm to the Township or to any third-party to whom the Township owes a duty of confidence, and that the injury to the Township or to any third-party may be difficult to calculate and inadequately compensable in damages. The Bidder agrees that the Township is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Bidder or any of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors become legally compelled to disclose any Township Confidential Information, the Bidder will provide the Township with prompt notice to that effect in order to allow the Township to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Township and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Bidder will disclose only that portion of Township Confidential Information which the Bidder is legally compelled to disclose, only to such person or persons to which the Bidder is legally compelled to disclose, and the Bidder shall provide notice to each such recipient (in co-operation with legal counsel for the Township) that such Township Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Township Confidential Information subject to those terms and conditions.

6.07 MFIPPA Records and Compliance

The Bidder and the Township acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Bidder agrees (a) to keep Records secure; (b) to provide Records to the Township within seven (7) calendar days of being directed to do so by the Township for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Township determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Township; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Township representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Township would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Township may be disclosed by the Township where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 Township Intellectual Property

The Bidder agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Township to the Bidder shall remain the sole property of the Township at all times.

7.02 No Use of the Township Insignia

The Bidder shall not use any insignia or logo of the Township except where required to provide the Deliverables, and only if it has received the prior written permission of the Township to do so.

7.03 Township of Intellectual Property

The Township shall be the sole Township of any Newly Created Intellectual Property. The Bidder irrevocably assigns to and in favour of the Township and the Township accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Township all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Bidder's Intellectual Property, the Bidder grants to the Township a licence to use that Bidder Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Bidder by the Township.

7.04 Bidder's Grant of License

For those parts of the Deliverables that are Bidder Intellectual Property, the Bidder grants to the Township a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Township.

7.05 No Restrictive Material in Deliverables

The Bidder shall not incorporate into any Deliverables anything that would restrict the right of the Township to modify, further develop or otherwise use the Deliverables in any way that the Township deems necessary, or that would prevent the Township from entering into any contract with any contractor other than the Bidder for the modification, further development of or other use of the Deliverables.

7.06 Bidder Representation and Warranty Regarding Third-Party Intellectual Property

The Bidder represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Bidder further represents and warrants that it has obtained assurances with respect to any Bidder Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Bidder Indemnity

The Bidder hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Bidder, its Subcontractors or respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Bidder's obligations under, or otherwise in connection with, the Contract. The Bidder further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Township, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

The Bidder hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Bidder would maintain including, but not limited to, the following;

A. Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / aggregate for any negligent acts or omissions relating to their 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; broad form property damage; broad form completed operations; Townships & Contractors Protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of Rideau Lakes as Additional Insured with respect to the operations of the Successful Bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

B. Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles 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 \$2,000,000.00 inclusive for each and every

loss.

C. Professional Liability Insurance – Consulting & Inspection Services

Professional liability (errors and omissions) insurance coverage shall be obtained by any contractor providing consulting or inspection services to a limit of not less than \$1,000,000.00. If such insurance is written on a claim made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

D. Environmental Impairment Liability – If Applicable

Environmental Impairment Liability with a limit of not less than \$2,000,000.00. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration clause. If such insurance is issued on a claims made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

8.03 Proof of Insurance

The Bidder shall provide the Township with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Bidder shall provide the Township with renewal replacements on or before the expiry of any such insurance. Upon the request of the Township, a copy of each insurance policy shall be made available to it. The Bidder shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Township and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the Subcontractors obligations under the subcontract for the provision of the Deliverables.

8.04 Workplace Safety and Insurance

The Bidder warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Township upon request. The Bidder covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it and its Subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Bidder further agrees to indemnify the Township for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Bidder's failure to comply with any applicable workplace safety and insurance laws or related to the Bidder's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 Immediate Termination of Contract

The Township may immediately terminate the Contract upon giving notice to the Bidder where (a) the Bidder is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Bidder's insolvency; (b) the Bidder breaches any provision in Article 6 (Confidentiality); (c) the Bidder breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Township and Bidder); (d) the Bidder, prior to or after

entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Town@p; (e) the Bidder undergoes a change in control which adversely affects the Bidder's ability to satisfy some or all of its obligations under the Contract; (f) the Bidder subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Township; or (g) the Bidder's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Bidder fails to comply with any of its obligations under the Contract, the Township may issue a rectification notice to the Bidder setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Bidder shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Township. If the Bidder fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Township may immediately terminate the Contract. Where the Bidder has been given a prior rectification notice, the same subsequent type of non-compliance by the Bidder shall allow the Township to immediately terminate the Contract.

9.03 Termination on Notice

The Township reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Bidder.

9.04 Bidder's Obligations on Termination

On termination of the Contract, the Bidder shall, in addition to its other obligations under the Contract and at law (a) at the request of the Township, provide the Township with any completed or partially completed Deliverables; (b) provide the Township with a report detailing: (i) the current state of the provision of Deliverables by the Bidder at the date of termination; and (ii) any other information requested by the Township pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Township to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Township, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Bidder's Payment Upon Termination

On termination of the Contract, the Township shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Bidder of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Township may hold back payment or set off against any payments owed if the Bidder fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Township under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Township exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the Township giving notice to the Bidder not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 Evaluation of Performance

The Bidder will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Bidder fails to perform its obligations under the Contract, the Township may, in addition to any and all legal and equitable remedies available to it, place the Bidder on probation or suspend the Bidder from participating in future procurement opportunities in accordance with the Township' Procurement Policy.

APPENDIX B – SUBMISSION FORMS

Bidder Submission Requirements:

1. Receipt of any Addenda
2. Tender Form
3. Tender Bond
4. 3 References (Must provide 3 references for related work within the past 24 months)
5. 3 Similar types of projects

APPENDIX C – RFT PARTICULARS

A. THE DELIVERABLES

The work required by this Contract shall be performed in accordance with the Tender Documents and standard specifications including but not limited to the following list.

It shall be the Contractor's responsibility to obtain a copy of the General Conditions of Contract and all specifications and provisions listed below ***as well as any others mentioned within the Contract Documents or required to complete the work.***

List of Application Standard Specifications

OPSS NO.	TITLE
MUNI.100	General Conditions of Contract
MUNI.180	Management of Excess Material
MUNI.182	Environmental Protection for Construction in Waterbodies and On Waterbody Banks
MUNI.201	Clearing, Close Cut Clearing, Grubbing, and Removal of Surface and Piled Boulders
MUNI.206	Grading
MUNI.314	Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
MUNI.410	Pipe Sewer Installation in Open Cut
MUNI.421	Pipe culvert Installation in Open Cut
MUNI.510	Removal
MUNI.511	Rip-Rap, Rock Protection, and Granular Sheeting
MUNI.517	Dewatering
PROV.517	Dewatering and Temporary Flow Passage Systems
MUNI.539	Temporary Protection Systems
MUNI.578	Placement of Unshrinkable Backfill
MUNI.706	Temporary Traffic Control Devices
MUNI.721	Steel Beam Guide Rail and Adjustment of Cable Guide Rail
MUNI.732	Guide Rail End Treatment, Steel Beam Energy Attenuating Terminal (SBEAT) Systems
MUNI.801	Protection of Trees
MUNI.802	Topsoil
MUNI.804	Seed and Cover
MUNI.805	Temporary Erosion and Sediment Control Measures
MUNI.902	Excavating and Backfilling - Structures
MUNI.904	Concrete Structure
MUNI.905	Steel Reinforcement for Structure
MUNI.1004	Aggregate-Miscellaneous
MUNI.1010	Aggregates - Base, Subbase, Select Subgrade, Granular Surface, Shouldering, Bedding and Backfill Material
MUNI.1801	Corrugated Steel Pipe (CSP) Products
MUNI.1860	Geotextile

Other Information

- All jobs subject to Council's approval.
- Lowest or any tender not necessarily accepted.
- All taxes to be included in Tender Price. HST to be shown separately on invoice.
- All pages of Tender to be initialled by Contractor and returned.
- Liquidated damages of \$1,500.00 per day for non-completion of contract, as per tender.
- The latest version of OPSS and OPSD are available electronically at following link:
<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/TechnicalPublications.aspx>

OPERATIONAL CONSTRAINTS and NOTICES to CONTRACTOR

1. Operational Constraint - Conservation Authority Permit

The bridge and area surrounding the Creek are regulated by the Rideau Valley Conservation Authority (RVCA). The Contractor shall note that a permit has been issued for this culvert rehabilitation project, and all work must adhere to the requirements and conditions outlined in the permit issued by the RVCA.

All labour, Equipment, and Material necessary to comply with the above noted permit and all other regulatory agency requirements shall be included under associated tender items and no separate payment will be made to comply with any of these necessities.

2. Operational Constraint – Protection of Utilities

The Contractor's attention is drawn to the presence of aerial / underground utilities. The locations of such, if indicated on the drawings represent to the best of the Owner and Contract Administrator's knowledge, the approximate location of such utilities. The Contractor shall be responsible for all utility stakeouts as well as any inspection, test pits, daylighting, etc. required and the inspection of any manholes, catch basins, sewers or vaults necessary to locate any utility. The Contractor shall be wholly responsible for the accuracy of the information gathered by their own forces.

The Contractor shall be wholly responsible for locates, daylighting, etc. as required to conduct all work without damaging existing infrastructure.

The Contractor shall be aware of such lines at all times and shall utilize equipment and methodologies in the undertaking of the work that do not constitute a hazard or safety violation under the Occupational Health and Safety Act.

3. Operational Constraint – Equipment Refuelling, Maintenance and Washing

Equipment refueling, maintenance, and washing shall be addressed as part of the Contractor's Environmental Protection Plan.

All activities, including equipment maintenance, refueling and concrete truck washing shall be controlled to prevent entry of petroleum products (e.g. gasoline, oils, lubricants), primers, grout, bonding adhesives or other hazardous or deleterious substances including any debris, waste, rubble or concrete materials into all water courses and water bodies within the project limits. Substances are to be stored and mixed on protected surfaces away from the water courses and water bodies within the project limits in order to prevent contamination of soils and waters. Any such material which advertently enters the water courses or water bodies within the project limits shall be removed by the Contractor, at their own expense, in a manner satisfactory to the Contract Administrator.

For mobile equipment and vehicles, maintenance, refueling and truck washing shall be conducted no closer than 30 meters from the water courses and water bodies within the project limits in order to prevent water contamination due to accidental spills.

All large equipment working in or near the water courses and water bodies within the project limits shall be well maintained to avoid contaminant leakage, shall be free of excess surface oil or grease and shall be equipped with spill kits deemed acceptable by the Contract Administrator.

The cost associated with this item shall be considered by the Contractor under Item 1.3 "Mobilization and Demobilization". No Additional compensation shall be made for the efforts required under this item and/or any work delays as a result of compliancy with the requirements of this item.

4. Operational Constraint – Spill Prevention and Response Contingency Plan

This contract involves construction activities within and around to environmentally sensitive areas within the Creek. The Contractor shall have a Spill Prevention and Response Contingency Plan.

This plan will address procedures for preventing and responding to spills, and equipment and resources that will be available to prevent and/or respond to all potential discharges resulting from the Contractor's operations in this contract. Emergency spill kit requirements shall be detailed as part of this plan. The plan shall be submitted to the Contract Administrator no less than seven (7) days in advance of start of construction activities.

The cost associated with this item shall be considered by the Contractor under Item 1.3 "Mobilization and Demobilization". No Additional compensation shall be made for the efforts required under this item and/or any work delays as a result of compliancy with the requirements of this item.

5. Operational Constraint – Prevention of Wildlife Harassment

The Contractor shall not harass or kill any wildlife encountered during construction. The Contractor shall not block or prohibit wildlife access to culverts. Passage for wildlife through culverts must be maintained throughout construction.

The cost associated with this item shall be considered by the Contractor under Item 1.3 "Mobilization and Demobilization". No Additional compensation shall be made for work delays as a result of encounters with wildlife.

6. Operational Constraint – Migratory Bird Protection - General

The Contractor shall not destroy the active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered, the ministry's Contract Administrator must be contacted. Tree removal operations shall be prohibited

between April 1 and September 30 in any calendar year. In the event that tree removal must occur within the above window, the Contractor must retain a Qualified Avian Biologist to conduct a nesting survey prior to clearing.

The cost associated with this item shall be considered by the Contractor under Item 1.3 "Mobilization and Demobilization". No Additional compensation shall be made for the efforts required under this item and/or any work delays as a result of compliancy with the requirements of this item.

7. Operational Constraint – Protection of Species at Risk

Species at Risk (SAR) listed as endangered or threatened under the provincial Endangered Species Act, 2007 shall be protected by implementing the required mitigation measures as specified in Table A.

Table A

SAR	Mitigation Measures	Related OPSS/SP/ Tender Item Code	Location of Mitigation Measures
Blanding's Turtle (<i>Emydoidea blandingii</i>)	<u>Awareness Training</u> The Contractor shall provide fact sheets to all onsite personnel for the identification of Blanding's turtles (MNRF Fact Sheets Blanding's Turtle): https://www.ontario.ca/page/blandings-turtle		N/A
Blanding's Turtle (<i>Emydoidea blandingii</i>)	Daily site inspections are to be undertaken prior to commencing work activities to ensure no Blanding's turtles have entered the construction area;		Limits of Construction Area
Blanding's Turtle (<i>Emydoidea blandingii</i>)	If a Blanding's turtle is encountered, avoid the area, temporarily suspend all work in the area and contact the Contract Administrator and turtles which are encountered within the work zone shall be allowed a reasonable amount of time to leave the work area		Limits of Construction Area
Blanding's Turtle (<i>Emydoidea blandingii</i>)	<u>Reporting</u> All SAR observations shall be documented and reported to the Contract Administrator in writing within 24 hours of the observation.		Limits of Construction Area

Unless specified elsewhere in the Contract Documents, a record shall be kept of all encounters with SAR that includes the date, location (GPS coordinates preferred), species, a photo of the species encountered, if possible, and any actions taken to protect SAR including but not limited to measures identified in Table A. A copy of the record shall be provided to the Contract Administrator upon contract completion.

The cost associated with this item shall be considered by the Contractor under Item 1.3 "Mobilization and Demobilization". No Additional compensation shall be made for the efforts required under this item and/or any work delays as a result of compliancy with the requirements of this item.

8. Operational Constraint – Management of Effluent from Concrete Operation

This special provision describes the requirements for management of effluent resulting from concrete operations at this Replacement Project. These requirements are in addition to those specified elsewhere in the Contract and do not relieve the Contractor of obligations imposed by the Contractor's Certificate of Approval for a Waste Management System.

All use of concrete, grout, mortars etc. should be completely isolated from precipitation and any water body for a minimum 48-hour period or until significantly cured to allow the pH to reach neutral levels. Concrete wastewater, wash-down water from concrete delivery trucks; concrete pumping equipment and other tools and equipment required must not be allowed to enter any water body and should be contained in a suitable manner and location, where it shall be treated to lower the pH to levels within the Provincial Water Quality Objective (PWQO). Release of untreated water would be considered a deleterious substance and is prohibited under Section 35 of the Federal Fisheries Act.

The cost associated with this item shall be considered by the Contractor under Item 1.3 "Mobilization and Demobilization". No Additional compensation shall be made for the efforts required under this item and/or any work delays as a result of compliancy with the requirements of this item.

9. Operational Constraint – Silt Fence Maintenance and Removal

The Contractor shall adapt the positioning of the silt fence barriers as necessary during each stage of the construction. The Contractor is responsible for regular inspection and maintenance of the silt fence barriers in accordance with OPSS 805. Should any

damage occur to the silt fence during the construction process, the Contractor is obligated to replace it at no cost to the Owner. Upon the conclusion of the project, the Contractor is responsible for the removal of the silt fence barriers from the designated work zone.

The cost associated with this item shall be considered by the Contractor under Item 6.1 "Temporary Erosion Control Measure". No Additional compensation shall be made for the efforts required under this item and/or any work delays as a result of compliancy with the requirements of this item.

ITEM SPECIFIC NON STANDARD SPECIAL PROVISIONS-NSSP

Item No. 1.3 Mobilization and Demobilization and Access to Work Area;

Payment at the Contract Lump Sum Price for this item shall be full compensation for all labour, materials and equipment required to complete the following work:

- Mobilization and demobilization of equipment, material and Contractor's forces;
- Providing access to work are, scaffolding and work platforms;
- Provisions for insurance;
- Site preparation for work;
- Site security;
- Obtain all necessary approvals and permits as applicable;
- Preparation of construction lay down area in location acceptable to Owner;
- Locating, protection, temporary support or temporary relocation and reinstallation of all other utilities, as applicable and not specified in other areas of the Contract;
- Installation and removal of temporary barricades hoarding and other protection required, unless specified elsewhere in the Contract;
- Layout of Work;
- Contractor's office including a designated office equipped with basic facilities for CI/CA team;
- Supplying and maintenance of adequate sanitary facilities;
- Submission of shop drawings, product submissions etc.;
- Submission of As-Built Drawings in AutoCAD format, PDF format as well as 3 copies hardcopy.
- Obtaining access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to Contract Administrator prior to entering the property.
- Maintaining of existing road signs, mailboxes, etc;
- Advertising of Substantial Completion in the Daily Commercial News;
- All incidental work not specifically mentioned in the Contract Documents but required by virtue of the work;
- All work associated with environmental protection or species at risk mitigation measures except as specifically mentioned for other Items of work;
- Quality Control testing and reporting; and
- Submission of required reports, releases, and documentation for the release of holdback.

All work is to be carried out within right of way without encroachment onto private properties, unless specified otherwise. Advise Contract Administrator where construction of work is to interfere with private property and seek direction prior to the work being undertaken.

The Contractor shall submit a Baseline Work Schedule to the Contract Administrator at the Pre-Construction Meeting and provide an updated schedule on a monthly basis or as directed by the Contract Administrator. Additionally, the Contractor shall provide a two-week look-ahead work plan to ensure a smooth and efficient inspection process. The Contractor is advised that no additional payment will be made for repeated mobilization and demobilization for any of the construction activities covered by this Contract, interrupted by weather, or by any other construction activity within this Contract.

BASIS OF PAYMENT

Payment for this Item shall be full compensation for all labour, Equipment and Material to do the work. A 30% portion shall be paid in first progress payment. Remainder will be prorated over the scheduled duration of the Contract per the approved schedule.

The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work, unless the Contract Administrator requested such change.

Item No. 1.4 - Temporary Creek Bypass and Dewatering, including Design and Construction as Necessary

This specification covers the requirements for construction of a temporary creek bypass, dewatering, and cofferdam design and construction. The requirements of OPSS.MUNI.517 and OPSS.PROV.517 and OPSS.MUNI.182 shall apply on this Contract with the following amendments and additions:

SCOPE OF WORK

Work under this item includes, but is not limited to, the design, submission, construction, maintenance, monitoring, and removal of a temporary creek bypass and dewatering scheme to facilitate safe and effective replacement of the existing bridge (/culvert), in accordance with OPSS.MUNI/PROV 517. The Contractor shall develop and submit a detailed design for the creek bypass and dewatering system, incorporating the diversion channel and HDPE pipe framework indicated in the Contract Drawings, for approval by the Contract Administrator prior to implementation. The design shall include, as necessary, cofferdam structures or other measures to prevent water ingress into the work site.

All temporary works, except the HDPE pipe, which shall remain in place permanently, shall be removed upon completion, and the site restoration.

SUBMISSIONS TO THE ENGINEER

The Contractor shall submit for review a high-resolution electronic copy of their detailed temporary creek diversion / dewatering plan in writing a minimum of fourteen (14) calendar days prior to

commencing any work to both the Contract Administrator. The submission shall be comprehensive and shall provide descriptions, working drawings, and schedules that detail the sequence of this work and the provision of temporary protection systems associated with each stage of the work.

OWNERS OF AFFECTED PROPERTIES

It is the Contractor's full responsibility to obtain approval from owners of affected properties and provide any financial compensation to owners of affected properties. A release form from affected property Owner must be filed with the Engineer prior to Contract completion.

INEFFECTIVENESS OF INSTALLED SYSTEM

Wherever the Contractor's temporary creek diversion scheme is found to be inadequate by the Contract Administrator or Environmental Regulatory Authority, the Contractor shall make immediate changes to ensure watercourse and / or fisheries protection at no extra cost to the Owner.

Wherever the Contractor's temporary creek diversion scheme is found to be ineffective by the Contract Administrator with respect to protecting excavations from water infiltration due to water level fluctuation, soil conditions or any other reason, the Contractor shall make immediate changes to ensure construction in the dry at no extra cost to the Owner.

ANTICIPATED WATER FLOWS AND LOCAL CONDITIONS

The Contractor must satisfy himself with the local conditions and anticipated water flows, levels and flow velocity to be met with during construction. He shall make his own estimate of the facilities required and difficulties to be encountered including the nature of subsurface materials and conditions. The Contractor shall make his own estimate of the anticipated flows during construction and construct his work so that the flows are not restricted. Under no circumstances shall the proposed method of construction indicated on Contract Drawings be construed by Contractor as an indication that a temporary creek diversion scheme may not be necessary. The Contractor is advised that water levels may fluctuate within extreme ranges and change rapidly.

Under no circumstances there will ever be a consideration given to any monetary compensation for non-performance and adjustment to the temporary creek diversion necessary due to non-performance of system proposed by Contractor. Should flows be encountered that overtop the temporary creek diversion system during the scheduled construction, the Contractor will be allowed only the appropriate extension of time associated with such flows, without any further monetary compensation. All costs associated with such an extension will be solely and unequivocally borne by Contractor.

TEMPORARY CREEK DIVERSION DURING CONSTRUCTION

1. Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Northern Development, Mines, Natural Resources, and Forestry.
2. The material used for earth cofferdams should be clean granular no smaller than 10mm diameter without a significant content of silt or clay.

3. Cofferdams should be removed as carefully as possible to minimize sedimentation.
4. The Contractor shall be prepared to immediately clean up any spills or contamination, waste or other substances, which may be either detrimental to marine life or quality of water. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.
5. Screening shall be provided at the water intake to prevent the entry or damage to fish; a discharge of the water shall be directed in a manner that will prevent erosion of the watercourse bed and watercourse banks at the water outlet.

PERIODIC INSPECTIONS BY ENVIRONMENTAL ENGINEER

As part of the requirements under this Contract, the Contractor's Environmental Engineer (i.e. bypass / dewatering designer) is required to carry out weekly inspections of the installed dewatering system and temporary creek diversion system to ensure the effectiveness of the installed systems and provide the necessary direction to the Contractor in order to modify the installed systems as may be deemed required.

Inspection reports shall be prepared by the Contractor's Environmental Engineer following each site visit.

MEASUREMENT FOR PAYMENT

There will be no measurement for work under this Item.

For the purpose of progress payments, forty percent (40%) of the Contract lump sum price will be paid upon initial implementation of the temporary creek diversion system. Fifty percent (50%) will be prorated over the scheduled Contract duration. The remaining ten percent (10%) will be paid upon removal. No additional measurement and payment will be made whatsoever for any additional provisions and/or work that may be required due to failure of the Contractor to attain a specified Contract completion date; all such costs will be borne solely by the Contractor.

BASIS FOR PAYMENT

Payment at the Contract lump sum price for this item shall be full compensation for all labour, materials, equipment and transportation required to complete the work excluding the supply and installation of the permanent HDPE pipe, which is included under tender item no. 3.4, "Supply & Installation of Bypass Pipe - HDPE (900mm Φ)."

Item No. 1.5 - Supply and Installation of Bypass Pipe - HDPE (900mm Φ)

OPSS.MUNI 410, shall govern except as amended or extended herein.

410.01 SCOPE

Work under this item includes, but is not limited to, the supply, delivery, and installation of a 900mm diameter HDPE pipe for the creek bypass system to facilitate water diversion during culvert replacement, with the pipe to remain in place post-construction for future use by the Owner as specified in the tender documents; excavation, bedding, and backfilling for the pipe installation shall be performed in strict accordance with tender document and as directed by the Contract Administrator.

410.09 MEASUREMENT FOR PAYMENT

410.09.01 Actual Measurement

410.09.01.01 Pipe Sewers

The supply and installation of the SCP culvert shall be measured per linear meter along the horizontal centerline length of the pipe, from end to end, as installed

Item No. 2.1 - Clearing and Grubbing

Work under this item includes, but is not limited to, clearing and grubbing as per OPSS.MUNI 201, selective tree cutting as approved by the Owner, and removal of vegetation within construction areas shown on the Contract Drawings or as directed by the Contract Administrator. All debris shall be disposed of at a licensed facility in accordance with OPSS.MUNI 180 and applicable environmental regulations, unless on-site reuse is explicitly permitted by the Contract Administrator.

Item No. 2.3 - Removal and Disposal of Existing Concrete Bridge

All work shall be in accordance with OPSS.MUNI 510 and OPSS.MUNI 180.

SCOPE

Work under this item shall include:

Work under this tender item includes the complete removal and disposal of the existing concrete bridge (/culvert), including but not limited to the bridge top slab, footings, walls, foundation, and associated components. The Contractor shall coordinate with the approved Traffic Control Plan and creek bypass/dewatering plan for a safe, dry work site; implement erosion and sediment

control measures per the separate tender item; excavate to access culvert components while protecting creek banks and utilities; dispose of debris off-site per OPSS.MUNI 180.

Item No. 2.4 - Earth Excavation for Structure and Grading

The requirements of OPSS.MUNI 206, and 902 shall apply on this Contract with the following amendments and additions.

The Contractor shall comply with Ontario Regulation 406/19 On-Site and Excess Soil Management (O.Reg. 406/19, the "Excess Soil Regulation"), as amended, made under the Environmental Protection Act, R.S.O. 1990, c. E.19 (the "EPA") and all other documents applicable to the Excess Soil Regulation including, but not limited to:

- a) The Rules for Soil Management and Excess Soil Quality Standards (the "Soil Rules")
- b) The Contractor shall also comply with R.R.O. 1990, Regulation 347 General — Waste Management (Reg. 347, the "Waste Regulation"), as amended, made under the EPA.

If there are discrepancies between OPSS.MUNI 180 and either O.Reg. 406/19 or Reg. 347, the requirements of O.Reg. 406/19 and Reg. 347 take precedence.

Excavation and re-use of existing on-site suitable material shall be in accordance with O.Reg. 406/19 and as per OPSS.MUNI 206 and 501. The Contractor shall be responsible for the management of all soil and crushed rock (including both dry and liquid soil, and topsoil) associated with this project, including but not limited to excavation, handling, storage, transportation, placement, disposal, and documentation, including when it is reused on-site.

SCOPE

Under this Item, the Contractor shall excavate all materials of whatever nature (excluding rock excavation at stream bed) that may be encountered for the bridge (/culvert) replacement works including but not limited to the road excavation, structure foundation excavation, excavation behind the bridge (/culvert) wall, as well as including all loose material and/or organic materials, to the lines and grades shown on the Drawings or set by the Contract Administrator. If, after excavating to the lines and elevations shown on the Drawings and prior to granular placement, the material encountered should prove to be unacceptable to the Contract Administrator as material to be a foundation for structures or bedding placement, then the limits of excavation shall be increased as defined by the Contract Administrator.

The Contractor shall perform additional excavation as directed by the Contract Administrator, payment for which will be made under this Item.

All excess/surplus material generated through the performance of this contract item and which is deemed unsuitable for re-use within the construction zone shall be disposed of off-site by the Contractor per the requirements of O.Reg 406/19 and as noted in other items.

The Contractor shall adhere to the requirements of O. Reg. 406/19 with regards to excess soil management. Soil testing and disposal shall be the responsibility of the Contractor. The Contractor is advised that no existing soil testing reports are available for the site. The Contractor shall be responsible for carrying out soil sampling/testing that is required for the excess soil

destination site (for example: toxicity characteristic leaching procedure (TCLP) for disposal at a landfill).

MEASUREMENT OF PAYMENT

Estimated quantities have been provided in the Schedule of Items and Prices as plan quantity measurement. As per OPSS 206, quantities have been provided as in-situ measurements and the Contractor shall make their own assumptions as to bulking factor of the material. The Contractor will be paid the plan quantity measurement of the in-situ material, and no additional payments will be paid to the Contractor to account for bulking of the material.

The measurement of payment for this item will be by cubic metre of material excavated to the neat plan dimensions. If additional excavation is directed by the Contract Administrator, it shall be paid by the cubic metre as measured and agreed upon in field by the the Contract Administrator and Contractor authorized representative at the time of the work.

BASIS OF PAYMENT

Payment at the contract price under the item shall be full compensation for all labour, materials and equipment required to complete the work including the re-use of material on site or disposal of excess material off site.

Only that excavation to the neat plan dimensions as shown on the Drawings or to such additional depth as directed by the Contract Administrator will be paid under this Item.

Any disposal of material off site is deemed to be included in this item. The cost for storing and reuse of any excavated material is deemed to be included in this item.

Separation and handling of different classified soils will be the sole responsibility of the Contractor and no additional payment shall be made if the Contractor mixes materials.

Item No. 2.6 - Existing Ditch Grading and Cleaning

OPSS.MUNI 201, and OPSS.MUNI 206, shall govern except as amended or extended herein.

SCOPE

Work under this item includes, but is not limited to, the clearing of all vegetation, including grass, shrubs, roots, and debris, from existing ditches in all four quadrants of the bridge (/culvert), followed by grading to restore the original ditch profile and cross-section as shown in the contract drawings or as directed by the Contract Administrator, ensuring positive drainage and a stable compacted surface; off-site disposal of cleared vegetation and debris.

MEASUREMENT FOR PAYMENT

The quantity to be measured for payment under this item shall be the total length, in metres, of the ditch cleaned and graded in all four quadrants of the bridge (/culvert), as shown on the contract drawings or as directed by the Contract Administrator. Measurement shall be taken along the

centerline of the ditch, from the start to the end of the cleaned and graded section, ensuring the work includes the clearing of all vegetation (grass, shrubs, roots) and debris, grading to restore the original ditch profile and cross-section, and off-site disposal of cleared materials.

Item No. 2.7 - Rock Excavation for Structure and Grading

OPSS.MUNI 206, and OPSS.MUNI 902, shall govern except as amended or extended herein.

206.01 SCOPE

Section 206.01 of OPSS 206 is amended by the addition of the following:

Work under this item includes but is not limited to:

- Rock excavation and grading for the CSP footing at stream bed as indicated in the Contract Documents.
- Management of excess material.
- All over excavation shall be paid by the Contractor at their own expense

206.07 CONSTRUCTION

206.07.07 Management of Excess Material

Subsection 206.07.07 is deleted in its entirety and replaced by the following:

The Contractor shall adhere to the requirements of O. Reg. 406/19 with regards to excess soil management. Soil testing and disposal shall be the responsibility of the Contractor. The Contractor is advised that no existing soil testing reports are available for the site. The Contractor shall be responsible for carrying out soil sampling/testing that is required for the excess soil destination site (for example: toxicity characteristic leaching procedure (TCLP) for disposal at a landfill).

206.09 MEASUREMENT FOR PAYMENT

Estimated quantities have been provided in the Schedule of Items and Prices as plan quantity measurement.

Item No. 3.3 - Supply & Installation of CSP Culvert (3660mm x 1910mm)

OPSS.MUNI 421, shall govern except as amended or extended herein.

421.01 SCOPE

Work under this tender item includes the supply, delivery, and installation of a new double cell corrugated steel pipe arch culvert (CSP) each cell with a span of 3660 mm as indicated in the tender document in accordance with OPSS.MUNI 421 and OPSS.MUNI 1801.

421.04 DESIGN AND SUBMISSION REQUIREMENTS

The Contractor shall submit shop drawings and structural design calculations for the CSP, including joint details and end treatments, for approval by the Contract Administrator 14 days prior to fabrication.

421.05 MATERILA

421.05.01 Pipe Material

421.05.01.03 Corrugated Steel Pipe Products

The above-mentioned section of OPSS.MUNI 421 is amended by addition of following:

All Corrugated Steel Pipe (CSP) culverts shall be coated with either an Aluminized , or a Polymer-Laminated coating.

Item No. 4.1 - Traffic Control, TCP, Road Closure, Signage and Maintenance

OPSS.MUNI 706, shall govern except as amended or extended herein.

706.01 SCOPE

Section 706.01 of OPSS 706 is amended by the addition of the following:

Work under this tender item shall include, but not be limited to, the following:

1. Preparation and submission of a Traffic Control Plan (TCP) with a detour plan, as specified in 706.04. The TCP must be submitted and approved by the Contract Administrator prior to the full closure of Kitley-South Elmsley Townline Road.
2. Vehicular traffic control and construction signing on Kitley-South Elmsley Townline Road and all other roads affected by construction activities.
3. All other provisions related to traffic control and traffic management, including detour signage, as required to carry out the construction and facilitate the Contractor's operations, except where paid separately.
4. Temporary measures (e.g., crash trucks or temporary barriers per OTM Book 7) to positively restrain errant vehicles entering open excavations, distinct from permanent guide rail or attenuator installations.
5. All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions). Signs shall be installed in strict conformance with Book 7.

6. Supply and installation of physical barriers (e.g., temporary concrete or water-filled barriers per OPSS.MUNI 741) at the contract limits on the roadway to prevent vehicles and pedestrians from entering the construction zone. The physical barrier shall be adequately illuminated to be clearly visible during night conditions. In addition, high-visibility orange plastic netting fencing shall be installed around the construction area at all times.
7. The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to the Contract Administrator prior to final payment (refer to Daily Diary of Signs below).
8. The Contractor shall circulate a notification letter to all local residents and businesses within 2.5 kilometers of the bridge (/culvert) site on Kitley-South Elmsley Townline Road. The letter shall inform residents/businesses of the upcoming project, including start date and completion date, Contractor's name, and contact information. A copy of the letter shall be submitted to the Contract Administrator for review and approval and circulated no later than 14 days prior to the start of road closure.
9. The Contractor shall notify emergency services and school boards 14 days prior to the road closure, detailing construction duration and traffic restrictions.
10. The Contractor shall be responsible for implementing and maintaining all necessary traffic control measures in accordance with the approved Traffic Control Plan (TCP) during the road closure period. The Contractor must ensure that the road is fully restored and ready for reopening and shall remove all temporary traffic control measures promptly upon reopening.

706.02 REFERENCES

Section 706.02 of OPSS 706 is amended by the addition of the following:

Ontario Traffic Manual (OTM): All reference in this Special Provision and the Contract Documents to the Ontario Traffic Manual will indicate the most recent version(s) of the OTM including, and not necessarily limited to, as applicable:

Book 1 – Introduction of the Ontario Traffic Manuals

Book 5 – Regulatory Signs

Book 6 – Warning Signs

Book 7 – Temporary Conditions

Book 11 – Markings and Delineations

Book 12 – Traffic Signals

R.R.O. 1990, Regulation 599 – Highway Closings

706.03 DEFINITIONS

Section 706.03 of OPSS 706 is amended by the addition of the following:

Traffic Control Device(s) (TCD): A generic term used to describe any person, sign, signal, marking or device placed upon, over or adjacent to a roadway by or at the direction of a public authority or official having jurisdiction (such as the Township of Rideau Lakes) or their designate, for the purpose of regulating, warning, guiding or informing a vehicle operator or pedestrian of an existing condition or hazard.

Traffic Control Plan (TCP): A detailed plan for the control of traffic, including vehicular and pedestrian movements, required to allow the Contractor to fulfil all conditions of the contract, taking into account the organized, systematic safe conduct of the project. This includes, as applicable, detours, staging sequences, work, public and emergency vehicle access and egress, public access and separation from hazardous areas, temporary barriers, removal of old pavement markings, and the selection of appropriate typical layouts and devices necessary for traffic control. The traffic control plan shall contain the information respecting how the applicant intends to complete the work and satisfy the requirements of the Contract including but not limited to the following:

- a) start and completion times of work;
- b) specific location of work;
- c) lane use requirements;
- d) requirements for road closure;
- e) public notification undertaken;
- f) requirement for temporary no stopping signs;
- g) traffic routing and detour requirements where required.

Traffic Control Persons (TCP's): A person duly trained and authorized to direct traffic at a work zone through the use of the Traffic Control Sign (STOP/SLOW Paddle)

Traffic Protection Plan (TPP): A plan required by the Occupational Health and Safety Act and its regulations for the protection of workers in a work zone. The plan must contain a written description of the traffic hazards to which workers may be exposed and measures used to protect them.

Section 706.04 is deleted in its entirety and replaced by the following:

706.04 DESIGN AND SUBMISSION REQUIREMENTS

706.04.01 General Requirements

The Ontario Traffic Manual supersedes all references to the Ministry of Transportation, Manual for Uniform Traffic Control Devices, or MUTCD in the Contract Documents.

The Contract Administrator reserves the right to ask for revisions to the Traffic Control Plan (TCP) at submission time or reject it if the TCP does not meet the Contract language. In addition, the Contract Administrator reserves the right to instruct the Contractor to revise the TCP at any time during the Contractor's execution of the work, when the Contract Administrator finds that the

Contractor is not providing the commitments shown in the original TCP submission, or the Contractor's TCP proves to be insufficient to address the field conditions.

The Contractor shall be required to review and modify the TCP for errors, omissions, deficiencies, or because of any new hazards that are identified and not previously addressed within the document.

It is the responsibility of the Contractor to ensure that all necessary training has been provided prior to commencement of the work.

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the TCP measures.

706.04.02 Submission Requirements

Two (2) weeks prior to commencing construction, the Contractor shall prepare and submit to the Contract Administrator a TCP that details the specific traffic control layout(s) necessary for the completion of the works. The TCP shall be in the form of drawing(s) and written description(s) of how the Contractor intends to control traffic through and around the work zone. The TCP shall include, and not necessarily be limited to:

- Monitoring and Repair (24 hour contact number);
- Reference to Applicable OTM Book 7 Typical Layouts;
- Traffic control signs (regulatory, warning and temporary);
- Traffic control delineation;
- Traffic Control vehicles and devices (TC-12, Crash Trucks, Temporary Lighting etc.);
- Contract-specific operational requirements;
- Traffic staging and scheduling;
- Temporary traffic signals and signal timing;
- Construction vehicle access/egress;
- Public access/egress for all existing entrances and side roads;
- Pedestrian safety; barriers and barricades;
- Emergency Vehicle access;
- Locations for removal of existing line painting and proposed temporary pavement markings;
- Parking for Contract Administrator; and
- Any other traffic control measures.

The Contract Administrator will accept the submission of the TCP, and review it to identify any errors, omissions, or improvements as it relates to maintaining public safety and mobility. The acceptance and review of the TCP by the Contract Administrator will make no representation and/or warranty that the document is accurate, complete, or compliant with all applicable legislation. Any errors, omissions or deficiencies within the TCP will remain the sole responsibility of the Contractor. Work shall not commence until the Contract Administrator has reviewed the TCP and the Contractor has addressed all comments.

Daily Diary of Signs

The Contractor shall maintain a daily, hardbound diary of the signs in use for temporary and long-term traffic control. The diary shall be submitted with the final payment documents. For the duration of the contract and within 24 hours of a request by the Contract Administrator, the Contractor shall provide the Contract Administrator full access to the daily diary of the signs.

The following information shall be included in the diary:

1. A schematic of the location of each existing sign by station, offset and height above pavement.
2. A schematic of the placement and re-location of all construction signs during each stage of construction by station, offset and height above pavement.
3. Traffic accidents including time of inspection, location of incident and photographs.
4. Time of daily sign inspections.
5. For mobile/moving operations, the signing shall be in accordance with the Ontario Traffic Manual (OTM), Book 7 – Temporary Conditions.

706.07 CONSTRUCTION

Section 706.07 of OPSS 706 is amended by the addition of the following:

706.07.07 Additional Requirements

Prior to commencing any construction, on or adjacent to a roadway, the supply and placement of all necessary temporary traffic control devices shall be performed under the sole direction of the Contractor and in accordance with the Contractor's submitted/reviewed TCP. The TCP shall be developed in accordance with guidelines established by the most recent version of the OTM, the Occupational Health and Safety Act (OHSA), and the Contract Documents which details the required contents and submission of the TCP.

The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the OTM; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position and telephone numbers of the designated person and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

The condition of all traffic control devices shall be maintained for the duration of the Contract, in accordance with the OTM.

The Contractor shall immediately repair, replace or otherwise make good the practice deemed unsafe or non-compliant when the Owner (or their delegated authority) makes the Contractor aware of any violation of the TCP (or applicable regulations). Should the Contractor disagree, the Ministry of Labour will be consulted to provide clarification of the observed deficiency.

Vehicular and pedestrian traffic control shall remain the sole responsibility of the Contractor as the Township delegates this authority to the Contractor in accordance with the submitted/reviewed TCP. Notwithstanding the foregoing, the Contractor shall, at their own expense, remove any equipment or material, which in the Contract Administrator's opinion constitutes a hazard to traffic or pedestrians.

The Contractor shall be fully and solely responsible to ensure the development and implementation of a submitted/reviewed traffic control plan as specified elsewhere in the Contract. The TCP and all required traffic control devices shall be designed/installed, monitored, operated/maintained, and removed by the Contractor, utilizing only competent persons and workers as defined under the OHSA.

The Contractor shall not store any equipment or materials on the road or the roadway shoulders or boulevards, unless the storage areas are identified in the TCP and appropriate traffic control devices protect the equipment or materials. The Contract Administrator shall review and approve any storage of equipment and/or materials within the right of way.

The Contractor shall remove all dirt and debris from all paved or concrete surfaces at the close of each workday, to the satisfaction of the Contract Administrator.

Road Closures

The Contractor shall notify the Contract Administrator and all Emergency Services a minimum of fourteen (14) days in advance of the scheduled road closure.

The Contractor shall supply and erect signage five (5) days in advance of the work. Signage shall notify the public of the upcoming closure date(s) and duration. The location of the information signage shall be detailed in the Contractor's TCP and be approved by the Township prior to placement.

The detour route and associated signage shall be setup, maintained and removed by the Contractor in conformance with the OTM Book 7 and Reg. 599.

Traffic Control Delineation and Operation

Prior to commencing any construction pursuant to this Contract, the Contractor shall supply and place all necessary temporary traffic control devices.

Vehicle Access to Entrances and Side Roads

The Contractor shall not block access to private entrances. Should temporary loss of access/egress be necessary to complete the work outlined in the Contract, the Contractor must provide a minimum of 24 hr prior notification to the business or resident(s), notifying them of the work being undertaken. Such notification regarding the temporary loss of access/egress is the sole responsibility of the Contractor.

This requirement will not be considered for separate payment.

Signage

The Contractor shall be responsible for all aspects of traffic control during construction. This includes the removal, installation, or modification of any necessary regulatory signage due to the requirements of the TCP and the supply, installation, maintenance, and removal of all temporary regulatory/construction signage.

Project information signage will be supplied and installed by the Contractor. The Township will provide and install all regulatory signage required after the completion of construction.

The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out in this Special Provision.

Notification to Concerned Bodies

The Contractor shall notify emergency services and applicable school boards of the construction duration and restrictions to regular traffic conditions as specified elsewhere in the Contract.

This requirement will not be considered for separate payment.

706.10 BASIS OF PAYMENT

706.10.01 Traffic Control Signing

Subsection 706.10.01 of OPSS 706 is deleted in its entirety and replaced by the following:

Payment at the Contract price for the above item shall be full compensation for all labour, Equipment and Material required to do the work. All research, preparation, implementation of the TCP, supply, installation, monitoring, operation, maintenance, and removal of required traffic control devices are deemed to be included with the item.

Payment shall be based upon the following schedule:

- a) 25% upon satisfactory submission of the TCP and installation of the control measures; and
- b) 75% pro-rated into equal payments over the term of the contract.

This payment schedule may only be modified as agreed upon in writing between the Contractor and the Contract Administrator.

Item No. 5.1 - Environmental Protection, Erosion and Sediment Control including Monitoring and Maintenance

This specification covers the requirements for environmental protection, erosion and sediment control, and monitoring. The requirements of OPSS.MUNI.182 and OPSS.MUNI.805 shall apply on this Contract with the following amendments and additions:

SCOPE

The work under this item includes coordination with the appropriate Regulatory Agency (Township of Rideau Lakes and Rideau Valley Conservation Authority) and the preparation, implementation and monitoring of an Erosion and Sediment Control Plan (ESCP) to prevent sediment-laden runoff resulting from the Contractor's construction operations from entering all watercourses within or downstream of the Working Area.

The Contractor is hereby notified that the Township has secured a permit from the Rideau Valley Conservation Authority (RVCA) for the culvert rehabilitation project. A copy of the permit will be provided to the successful bidder. The Contractor is responsible for adhering to all conditions outlined in the permit, including, but not limited to: notifying RVCA prior to the commencement of work on site and complying with the in-water working window.

General

- a) The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be

carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

- b) As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.
- c) The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary, the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Suggested on-site measures may include, but shall not be limited to, the following methods: sediment ponds, silt fences, straw bales, filter cloths, catch basin filters, dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures shall be installed in accordance with the requirements of OPSS 518 where appropriate, or in accordance with manufacturer's recommendations.
- d) Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.
- e) Before commencing the Work, the Contractor shall submit to the Contract Administrator an electronic (pdf) copy of a detailed Environmental Protection (EP) and Erosion and Sediment Control (ESC) Plan. The EP / ESC Plan will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work.

As a minimum, the EP / ESC Plan will:

- i. Identify who is responsible to install, inspect, maintain and remove the control measures. For monitoring, the Contractor shall assume that, in addition to daily monitoring inspections carried out by their own forces, minimum weekly inspections / reporting by a qualified Environmental Consultant (retained and paid for by the Contractor) will also be required.
- ii. Identify the inspection and maintenance record (when, how, how often, etc.).
- iii. Indicate which control measures are proposed, their location and corresponding OPSD number (if applicable).
- iv. Indicate that the plan is to be considered as a "Living Document" which may be modified in the event that the control measures are insufficient.

Contractor's Responsibilities

- a) The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.
- b) The Contractor shall periodically, and when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area.

Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

- c) The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.
- d) The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.
- e) Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.
- f) In addition to any other remedy and/or penalty provided by law, where there has been default or noncompliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.
- g) The Contractor shall ensure that all temporary erosion control measures remain in place throughout the duration of the project until the situation have achieved a stable condition, as determined by the Contract Administrator. These measures shall not be removed or altered without the prior written approval of the Contract Administrator/ the Township. The Contractor is required to monitor the condition of the embankments and, once deemed stable, request approval for the removal of temporary erosion control measures. Any removal of these measures without authorization will be considered non-compliant and may result in corrective actions as deemed necessary by the Contract Administrator.

Erosion and Sediment Control Details

- a) The sediment control measures include, but are not necessarily limited to the following:
 - i. Silt curtains/fence barriers – Heavy Duty (OPSD 219.130)
 - ii. Straw bale flow checkers
 - iii. Turbidity curtain installed downstream of construction
 - iv. Detention ponds/basins
 - v. Debris and effluent catchment system during removal of structure
- b) The Contractor shall design and construct the protection scheme as necessary to ensure that sediment run-off does not enter the watercourse or is not transported downstream from the site.
- c) Before passing water pumped from excavations into the stream, all excessive sediment should be removed by means of silt traps or sediment barriers across the stream.
- d) Use erosion-resistant material, such as gravel fill with rip-rap or geotextile lining, in order to prevent the entry of sediment into the watercourse.
- e) Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Natural Resources. Prevent any silt from excavation and backfill from entering the waterway.
- f) The material used for earth cofferdams when used and approved should be clean granular without a significant content of silt or clay.
- g) Cofferdam when used and approved should be removed as carefully as possible to minimize sedimentation.
- h) Equipment and materials should be stored well back from the water's edge.
- i) Do not clean concrete buckets, wheelbarrows, or shovels in water body. Instead wash them with hoses so that run-off is filtered through vegetation. Prevent the entry of lime, cement or fresh concrete into waterways.
- j) The Contractor shall ensure that no contamination, waste, debris, construction materials or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either a direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities and applicable agencies with respect to environmental protection.
- k) The Contractor shall immediately clean up any spills or contamination, waste, debris, construction materials or other substances which may be either detrimental to marine life or water quality. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.
- l) Filters (screens) shall be provided at the water intake of all pumps to prevent the entry of, or damage to, fish and the discharge of the water shall be directed in a manner that will prevent erosion of the watercourse bed and watercourse banks.
- m) The Contractor shall release any stranded fish to the open portion of the watercourse

without harm.

Anticipated Water Flows and Local Conditions

The Contractor must satisfy themselves with the local conditions and anticipated water flows levels and flow velocity to be met with during construction. The Contractor shall make his own estimate of the facilities required and difficulties to be encountered, including the nature of subsurface materials and conditions.

Peak Flows

The Contractor shall make their own estimate of the anticipated water flows during construction and construct the work so that flow is not restricted.

Submissions to Engineer

- a) In addition to requirements as detailed elsewhere, the Contractor shall submit to the Engineer an electronic (pdf) copy of all protection schemes a minimum of 14 calendar days prior to proceeding with the work. The submission shall be comprehensive and shall provide descriptions, working drawings and schedules that detail the sequence of this work and the temporary protection systems.
- b) The Engineer will provide the Regulatory Authority with a copy of the Contractor's plan for review and approval.
- c) Only after receiving explicitly approval from the Regulatory Authority shall the Contractor be permitted to commence work.

Ineffectiveness of Installed System

Whenever protection measures are found to be inadequate by the Engineer, changes shall immediately be made, which will ensure watercourse, embankment, stream bed and fisheries protection, at no extra cost to the Owner.

Species at Risk

- a) The Contractor is fully and solely responsible for carrying out his work to comply with the requirements of Ontario's Endangered Species Act (ESA 2007) for all species listed on the Species at Risk in Ontario (SARO) List. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.
- b) More information regarding Species at Risk can be found at the following website: <https://www.ontario.ca/page/species-risk>.
- c) The Contractor shall refer to Fisheries & Terrestrial Ecosystems Memo Report (FriCorp, February 2024) for further information on potential species at risk. The Contractor shall follow the mitigation measures and practices recommended in this report.

- d) The Contractor shall provide all staff working on-site (including subcontractors) with Species at Risk training so that they may identify SARs with potential to be found on site. Training shall outline the stop-work procedures and requirements for reporting to MECP prior to recommencing work.

Migratory Bird Protection

The Contractor shall not destroy any active nests of protected migratory birds. When these nests are encountered, the Contract Administrator must promptly be contacted.

Turtle Protection

The Contractor is advised that migrating turtles (species at risk and otherwise) are at a moderate risk to be present within the work zone. The Contractor is further advised that turtle exclusion fencing will be installed on site by the Counties prior to May 1st, 2024, and will be removed by the Counties on or around August 1st, 2024.

At minimum, the following measures shall be taken by the Contractor:

- a) While on site and prior to removal of the turtle exclusion fence by the Counties, have qualified personnel perform daily inspections of the project site (particularly the embankments, gravel shoulders, and gravel roadway) to identify the presence of any turtles or turtle nests / eggs. If either of the aforementioned are identified, the Contractor shall immediately cease all operations and contact the Contract Administrator and the MECP for further instructions to remove and/or protect the turtles and/or nests.
- b) The above shall also be completed immediately prior to any excavation or activities that may disturb the embankments, gravel shoulders, and/or gravel roadway.
- c) If the Contractor excavates and/or disturbs any areas protected by turtle exclusion fencing, the Contractor shall supply and install additional turtle exclusion fencing to protect the excavated zones / work zones from potential turtle nesting.
- d) Any turtle exclusion fencing installed by the Contractor shall be maintained in place until the turtle-nesting season is completed (i.e. on or around August 1st, 2024) and only after receiving explicit approval from the Contract Administrator.
- e) Installation of any turtle exclusion fencing by the Contractor shall follow the protocols and guidelines outlined in Species at Risk Branch: Best Practices Technical Note: Reptile and Amphibian Exclusion Fencing, Version 1.1. (MNRF, July 2013).

MEASUREMENT FOR PAYMENT

No measurement for payment shall be required.

BASIS OF PAYMENT

Payment at the contract price shall be full compensation for all labour, Equipment and Material to do the work. Partial payment shall be made on the following basis:

- 5% upon receipt of Regulatory Agency approval of designed ESCP;
- 15% for the initial installation of the ESCP;
- 70% for maintenance, pro-rated over the course of the project.
- 10% for removal.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately suspend work at the site until appropriate measures are implemented to rectify the defaults or deficiencies at the site. No compensation will be owed or paid to the Contractor for suspension of the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.

Item No. 5.2 - RIP-RAP (R-50)

All work shall be in accordance with OPSS.MUNI 511 except as amended or extended herein.

511.01 SCOPE OF WORK

Work under this item includes, but is not limited to, the supply, placement, and compaction of Rip-Rap to cover the embankment, existing open ditch and bypass channel as shown on the Contract Drawings or as directed by the Contract Administrator.

511.09 MEASUREMENT FOR PAYMENT

511.09.01.01

Payment at the contract unit price for the item shall be per tonne of Rip-Rap delivered and satisfactorily placed at the design thickness as specified on the Contract Drawings or directed by the Contract Administrator.

Item No. 5.4 - Site Restoration

Work under this item includes, but is not limited to, restoration of all areas disturbed by the Contractor's, in accordance with OPSS.MUNI 802 and 804. The Contractor shall:

1. **Reinstatement of Lay-Down and Access Areas:** Remove temporary facilities, access road materials, and debris from lay-down areas and temporary access roads, restoring to pre-construction condition with topsoil and seeding.

2. **Reinstatement of Disturbed Areas:** Restore all disturbed areas, including creek banks and embankments, to pre-construction condition or better, using topsoil and seeding as directed by the Contract Administrator.
3. **Reinstatement of Road Signs:** Remove, store, protect, and reinstall existing road signs per OPSS.MUNI 706, restoring to original locations, alignments, and elevations.
4. **Road and Drainage Restoration:** Restore the county road surface and shoulders per OPSS.MUNI 310 or OPSS.MUNI 314, and reinstate roadside ditches per OPSS.MUNI 205, matching pre-construction conditions and drainage patterns.

All restoration work shall comply with OPSS.MUNI 180 (Management of Excess Materials) for debris disposal and municipal environmental regulations, including tree preservation requirements. Restoration shall be completed within 14 calendar days of substantial completion, unless otherwise specified in the Contract Documents.

MATERIAL DISCLOSURES

List of Designated Substance

In accordance with the *Occupational Health and Safety Act, R.S.O 1990, c. 01*, the Contractor is advised the presence of the following Designated Substance(s):

Substance	Location
Silica	Concrete and granular material present throughout the Working Area.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Forms (Appendix B)

See attached.

2. Bid Security

All Bids shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the Sub Total Contract Price exclusive of all applicable taxes (i.e.: HST).

The Bid Bond stands as security for the execution and delivery of the Contract, and the provision of the required bonds, insurance and other documents required to be delivered by the selected Bidder upon execution and delivery of the Contract. If the selected Bidder fails to execute and deliver the Contract and/or deliver the other required documents, the Bid Bond shall be forfeited and retained and applied for use by the Township.

The Bid Bond shall be in the following form;

A Bid Bond using CCDC 220, or the same format and content as in CCDC 220 or other form used by a Surety company, authorized by law to do business in the Province of Ontario, and acceptable to the Township.

The Bid Bond shall remain valid and in effect for a period not less than sixty (60) Calendar Days from the Closing Time and Date.

The Bid Bond shall be an Electronic Bid Bond submitted electronically.

3. Other Mandatory Submission Requirements

The following shall be submitted with the bid form;

- a) Respondent Information
- b) Past Experience Tables
- c) List of Proposed Subcontractors
- d) List of Equipment

D. MANDATORY TECHNICAL REQUIREMENTS

Three (3) similar projects completed by the current entity shall be presented by the Proponent with references. "Similar projects" are projects of comparable scope for a government agency. The examples will be assessed on a pass/fail basis.

Three (3) references

Failure to adequately meet these requirements may result in disqualification of the bid.

Technical specifications / RFT particulars.

E. PRE-CONDITIONS OF AWARD

The following documents, as listed, shall be submitted by the selected Bidder prior to or at the time of signing the Contract;

- Proof of Insurance as required per Appendix A
- A Performance Bond for the due completion of the Work in accordance with the terms and conditions of the Contract, which bond shall be in an amount equal to 50% of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 221 or the most recent Ontario Provincial Standard Form or the Surety Association of Canada's new "process enhanced" performance bond; and

- A Labour and Material Payment Bond, which Bond shall be in an amount equal to 50% of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 222 or the most recent Ontario Provincial Standard Form.
- A current copy of the Workplace Safety and Insurance Certificate of Clearance, as requested;
- The Bidder's Health and Safety Policy;
- The Work Schedule;
- The Notice of Project filed with the Ministry of Labour; and
- The name and contact information of the responsible representative at the Surety for purposes of communication.