



REQUEST FOR TENDERS	
Requirement	Station Beach Boardwalk Reconstruction
RFT#	CS-2025-11
Issued By	The Municipality of Kincardine 1475 Concession 5 Kincardine, Ontario, Canada N2Z 2X6
Issue Date	August 5, 2025
Tender Notice Platform	<a href="http://www.kincardine.ca">www.kincardine.ca</a>
Bidding System	Bids to be submitted by email to: tenders@kincardine.ca
RFT Documents	RFT documents may be downloaded from the Tender Notice Platform.
Site Visit	An Optional Site Visit will be held on <b>Wednesday, August 20<sup>th</sup>, 10am</b> at Station Beach Attendance is strongly encouraged. See Bidder's Workbook in the RFT for additional details.
Bidder Inquiries	Questions and requests for changes to this RFT must be submitted through the Bidding System specified on this page.
Deadline for Questions	The Municipality will respond to inquiries received by <b>5:00:00 PM ET on August 29<sup>th</sup>, 2025.</b>
Bid Submission	Bids must be submitted via the Bidding System specified on this page.
Submission Deadline	Bids must be fully received by the Municipality's Bidding System by not later than <b>2:00:00 PM ET on September 2<sup>nd</sup>, 2025.</b>
RFT Contact	All inquiries must be directed through the Bidding System specified on this page.
Contract Award	The Municipality anticipates that the contract will be awarded in September 2025

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## PART 1: RFT PROCESS

### 1. Introduction

The Municipality of Kincardine is a municipality with a population of approximately 12,000 people located on the shores of Lake Huron in the province of Ontario, Canada. The current municipality was created in 1999 by the amalgamation of the Town of Kincardine, the Township of Kincardine and the Township of Bruce. For more information on the municipality, visit [kincardine.ca](http://kincardine.ca).

The Municipality is seeking Bids from contractors to complete the project described in the Scope of Work in Part 2 of this RFT.

Below is a description of the tendering process and selection of the successful Contractor.

### 2. Definitions

In this RFT document:

“Addendum” and “Addenda” mean a document released following posting of the RFT that amends or clarifies the content of the RFT.

“Bid” and “tender” are synonymous and refer to a supplier’s submission in response to this RFT.

“Bidder” means a supplier that submits a Bid.

“Bidder’s Workbook” means the document titled Bidder’s Workbook that is attached to this RFT as Schedule 1 that contains the Bid forms to be included in the Bid.

“Contractor” means the Bidder that has been awarded a contract with the Municipality to provide the Work.

“Work” means all the goods and services to be supplied by the Contractor as specified in Part 2 -Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFT document.

### 3. RFT Overview

This RFT is comprised of the following parts:

Part 1: RFT Process	<ul style="list-style-type: none"> <li>• High level description of the tendering process</li> </ul>
Part 2: Scope of Work	<ul style="list-style-type: none"> <li>• Contract Drawings</li> <li>• Standard Specifications</li> <li>• Standard Drawings</li> </ul>
Part 3: Contract Terms	<ul style="list-style-type: none"> <li>• Agreement between Municipality and Contractor (based on OPSS.MUNI 100 General Conditions of Contract)</li> <li>• Supplemental General Conditions</li> </ul>
Schedule 1: Bidder’s Workbook	<ul style="list-style-type: none"> <li>• Site Visit instructions (if any)</li> </ul>

	<ul style="list-style-type: none"> <li>• Bid and contract security requirements</li> <li>• Insurance requirements</li> <li>• Bid submission forms</li> </ul>
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#### **4. Binding Offers**

All compliant Bids are binding offers to supply the Work in accordance with the Scope of Work in Part 2 and the terms and conditions in Part 3. By submitting a Bid, a Bidder accepts (a) to be bound by all the terms and conditions of this RFT and Bid submission forms and (b) to sign the Contract without modifications. For certainty, in the event of any inconsistency between the terms on the Tender Notice Platform and the terms in this RFT document, the terms of this RFT document shall prevail.

#### **5. No Multiple Bids**

Bidders must only submit one Bid. Where there are multiple Bids from an individual, firm, partnership or association under the same or different names, all Bids from such Bidder will be rejected.

#### **6. Bidder's Allocation of Work**

The Municipality expects that the majority of the Work will be performed directly by the Bidder's resources rather than through subcontractors. The Municipality may require a description of the allocation of Work to be performed by the Bidder's own forces vs its subcontractors during the pre-contract verification phase. Should it be determined that the Bidder intends to subcontract the majority of the Work, the Municipality may reject the Bid as not being in the public interest due to the increased contract administration difficulties and risks associated with a mostly subcontracted approach.

Should a Bidder wish to confirm the acceptability of its intended allocation of Work it is encouraged to do so prior to the Bid Submission Deadline.

#### **7. Bidder Questions**

Bidders are required to submit any questions relating to this RFT through the Bidding System before the Deadline for Questions.

#### **8. Addenda**

Responses to questions received by the Deadline for Questions will be provided through an Addendum posted via the Tender Notice Platform. Addenda will not identify the Bidders that submitted the inquiry.

The Municipality will make reasonable efforts to respond to all Bidder inquiries. The Municipality may edit Bidder inquiries for clarity, exclude inquiries that are either unclear or inappropriate, and provide a single answer to similar inquiry posed by multiple Bidders.

It is a Bidder's sole responsibility to check the Tender Notice Platform often for new addenda. Bidders should ensure they have checked the Tender Notice Platform immediately before Bid submission to ensure nothing has been missed.

## 9. Bid Preparation Instructions

### (a) General Requirements

Mandatory Bid process requirements are denoted by the terms “must” or “shall” and preferred requirements are denoted by the word “should”. To be considered, Bids must meet all mandatory Bid process requirements including the following which must be met:

- i. Include the completed forms specified in the Bidders Workbook;
- ii. be written in English;
- iii. respond to the Municipality’s requirements; and
- iv. include all requested pricing information in Canadian dollars.

### (b) No Counterproposals, Conflicts, Qualifiers or Assumptions

Bidders must not make assumptions when preparing their Bid. Bidders also must not add language in their Bid that either conflicts with the Municipality’s requirements, qualifies the Bid or makes the Bid conditional. The period for inquiries is intended to provide Bidders a full opportunity to seek clarifications or to obtain changes to the RFT prior to Bid submission. Failure to use the question period to ask questions to obtain clarifications is at Bidder’s sole risk.

If assumptions, counterproposals, conditions or qualifications appear in a Bid, the Municipality may either (a) disqualify the Bid; or (b) require that the foregoing be removed from the Bid, without any change to pricing, before the Bid can be considered further.

### (c) Equivalents (if applicable)

When a component of the Work in Part 2 - Scope of Work is specified by its trade or other name (whether such name is followed by the phrase ‘or approved equivalent’ or not), the Municipality will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Municipality’s sole discretion. Where an equivalent product is approved prior to the Submission Deadline, an Addendum will be posted to inform all Bidders of the approved equivalent.

To avoid unnecessary investment in Bid preparation and Bid disqualification, Bidders should request the Municipality’s opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline.

## 10. Bid Submission and Withdrawal Instructions

Bidders must submit their Bids through the Bidding System using the forms provided in the Bidder’s Workbook. Bidders may only withdraw or edit and resubmit their Bid Submission prior to the Submission Deadline. No changes are permitted after the Submission Deadline. Bidders are solely responsible for making sure their Bid is fully received by the Bidding System (the IT system) prior to the Submission Deadline. **Delays caused by technical issues, such as internet connectivity issues or file sizes being too large, do not excuse a late Bid.** Bidders are advised to allow sufficient time to resolve any technological issues that may arise with Bid Submission.

## **11. No Public Opening**

Since a full evaluation of the Bid documents for compliance is required prior to award, and in cases where Bidders are given the option of providing equivalent (substitutes) for evaluation, and/or because of the volume of units to be priced, prices will not be read out at Bid opening time. A notice of unofficial results will be posted publicly, or will otherwise be made available, shortly following Bid opening.

## **12. Bid Evaluation and Ranking Process**

Bids submitted on time will be examined and ranked in accordance with the following steps:

### **(a) Review of Mandatory Requirements**

Bids will be reviewed to ensure they meet mandatory Bid requirements, in particular to ensure all required Bid forms have been included in the Bid. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further. A minor administrative or clerical omission will not be considered a non-compliance where it does not have a substantial impact on the outcome of the process. For example, a missing confirmation of addenda on the Bid submission form or missing administrative information such as an element of the Bidder's address, or a missing signature on a form is considered an administrative omission for purposes of this RFT. Missing or substantially incomplete Bid forms, missing financial information and missing bid security are examples of material non-compliances that will result in a disqualification. Bidders will be provided with the opportunity to remedy minor administrative or clerical omission during or after the Bid process.

### **(b) Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Offer Form in the Bidder's Workbook. The Total Bid Price will be used to determine the lowest priced Bid.

### **(c) Ranking**

Bidders will be ranked based on the lowest Total Bid Price and only compliant Bids will be eligible for a contract award.

## **13. Pre-Contract Verification Process**

Prior to finalizing the contract with the selected Bidder, the Municipality may verify the information provided in the selected Bidder's Bid to confirm the Bidder's capacity to perform the Work and that the award of contract to the Bidder is in the Municipality's and the public and ratepayers' interest.

The Municipality may choose not to proceed to contract with the selected Bidder if the Municipality becomes aware of information that indicates, in the Municipality's reasonable opinion, that the Bidder is incapable of delivering the project as described in this RFT in accordance with their Bid, or if it would not be in the public interest to award the contract to the highest Bidder, such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

**(a) Verification of Capacity, References, Experience and Qualifications**

The Municipality may check the selected Bidder's references. If references are verified, the process described in the Reference Form in the Bidder's Workbook will be used.

The Municipality may also request and consider evidence of Bidder's or its subcontractors' experience on similar work, the list of machinery available for the proposed Work, evidence of financial capacity to assume the obligations under the contract, the selected Bidder's or its subcontractors' past performance or conduct on previous contracts with the Municipality.

The Municipality may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance, or has misrepresented its experience or qualifications or has insufficient experience, qualifications, or insufficient financial capacity to provide reasonable assurance to the Municipality that it will be able to competently and fully assume the obligations and potential liabilities and indemnities under the contract.

Where it is a subcontractor that fails to meet the foregoing requirements or has a history of poor performance, then the Municipality may require a Bidder to replace the subcontractor as a condition of award.

**(b) Verification of Pricing**

The selected Bidder may be asked to provide additional breakdown of its pricing as part of a pre-contract verification process.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. The Municipality may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Municipality.

If the selected Bidder's pricing appears to be unbalanced (i.e., pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or phases of the Work), the Bidder may be asked to adjust the allocation of prices to ensure pricing is balanced across different elements and phases of Work. The Municipality may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Municipality.

**(c) Verification of Workplan and Schedule**

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If the RFT includes specific delivery or completion deadlines, the Municipality may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

#### **14. Award of Contract (No Negotiation)**

Following successful completion of the pre-contract verification process, the selected Bidder will be sent a notice of selection and asked to sign a contract with the Municipality based on the Contract in Part 3 of this RFT.

The Municipality may accept to clarify certain aspects of the Contract however the terms and conditions of the Contract are not negotiable, and no substantive changes will be made.

The selected Bidder is expected to enter into the Contract and provide proof of insurance, contract security, health and safety program details and other pre-contract materials specified in the Bidder's Workbook within 10 days of the selection notice, or such other longer period of time as may be specified by the Municipality. If the selected Bidder does not enter into the contract or provide the pre-contracting materials within 10 days of the selection notice, the Bidder will forfeit any bid security provided and the Municipality may proceed to the next ranked Bidder or cancel the RFT process. The Municipality may extend this 10-days deadline in the Municipality's sole discretion.

#### **15. Notification and Debriefs**

After the Municipality has entered into a contract for the Work, for advertised RFT processes, a notice of award will be posted on the Tender Notice Platform. Upon request, the Municipality will provide an unsuccessful Bidder with a debrief to explain why the Bid was not successful. Bidders should submit a request a debrief by emailing the RFT Contact identified on the cover page of the Bid solicitation document within 30 calendar days of the award notice.

#### **16. Complaint Resolution**

Any Bidder that has questions or concerns about the outcome of the Bid process is encouraged to first request a debrief. If, following the debrief, the Bidder wishes to challenge the Municipality's decision in respect of the Bid process, the Bidder should submit a written complaint to the RFT Contact identified on the cover page of this RFT document within 5 business days of attending the debrief or within 10 business days of (i) becoming aware of the basis for a procurement complaint or (ii) date of publication of award. The Municipality will review and respond to the Bidder's complaint within 20 business days.

To be considered by the Municipality, a complaint must be in writing and must include the following details:

- (a)** A precise statement of the relevant facts;
- (b)** An identification of the decision being challenged and the issues to be resolved;
- (c)** A clear summary of the Bidder's position and supporting documentation; and
- (d)** The Bidder's requested remedy.

#### **17. Bidder Standards of Conduct**

A Bidder may be disqualified at any time if it violates any of the terms or standards of conduct set out in the Offer Form included in the Bidders Workbook.



**PART 2: SCOPE OF WORK****1. GENERAL**

- 1.1. For purposes of the Contract and the General Supplemental Conditions, this Scope of Work comprises the “Special Provisions, Contract Drawings, Standard Specifications and Standard Drawings”. In the event of any conflict or inconsistency among the foregoing, the document first listed in the foregoing list shall prevail over subsequent documents.

**2. LOCATION AND GENERAL SCOPE OF WORK**

- 2.1. The Work is comprised of the removal and replacement of approximately 800m of wooden boardwalk, concrete paths, and associated landscape features.

**3. COMPLETION DATES**

- 3.1. The Contractor shall complete the Work described in this Contract in accordance with the following schedule: Construction can start as soon as awarded in September and hardscape work shall be completed by May 15<sup>th</sup> 2026, with seeding and plantings to be completed by November 1<sup>st</sup>, 2026.
- 3.2. If the time limit specified above is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that augmented and/or additional daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed for such Work.

**4. SPECIAL PROVISIONS, PLANS AND STANDARD DRAWINGS**

The Contractor shall refer to OPSS and OPSD for standard drawings and specifications. Special Provisions are included in Annex 1. The contract Drawings are included in Annex 2.

**5. WEEKEND AND HOLIDAY WORK RESTRICTIONS**

- 5.1. Work is not to be carried out on a Saturday, Sunday, or statutory holiday, unless expressly permitted by the Contract Administrator. If the Contractor wishes to carry out any Work on a weekend or holiday, it must make application to do so, together with reasons. The decision of the Contract Administrator will be final.

**6. HEALTH AND SAFETY**

- 6.1. Contractor is Constructor. It is the Contractor’s responsibility as “Constructor” under the provision of the *Occupational Health and Safety Act* to coordinate the activities of all employers and works operating within the contract limits to ensure that the requirements of the *Occupation and Health and Safety Act* are satisfied.

**PART 3: CONTRACT****AGREEMENT FOR CONSTRUCTION SERVICES**

<b>Effective Date</b>	
<b>Municipality</b>	Corporation of the Municipality of Kincardine, an Ontario municipality having offices at 1475 Concession 5, Kincardine, Ontario N2Z 2X6
<b>Contractor</b>	
<b>RFT Title/Number</b>	CS-2025-11 Station Beach Boardwalk Reconstruction

**CONTRACT ADMINISTRATOR AND CONTRACTOR REPRESENTATIVE**

<b>Contract Administrator</b>		<b>Contractor Representative</b>	
Contract Administrator (Firm Name)	GEI Consultants Canada Ltd.		
Contact Name	Tyler Jahnke, C.E.T., PMP	Contact Name	
Title	Senior Technical Specialist	Title	
Phone	519-375-6176	Phone	
Email	tjahnke@geiconsultants.com	Email	
Address for Notices	1260 2 <sup>nd</sup> Ave. East Owen Sound N4K 2J3	Address for Notices	

1. **Contract Documents.** The terms of the contract between the Municipality and Contractor for the supply of the goods and services set out in the SOW (the “**Work**”) are comprised of the following (collectively, the “**Contract**”):
  - a) This document entitled Agreement for Construction Services (the “**Agreement**”);
  - b) Addenda, if any
  - c) Scope of Work (the “SOW”)
    - c.1. Special Provisions
    - c.2. Contract Drawings
    - c.3. Standard Specifications
    - c.4. Standard Drawings
  - d) Contractor’s Schedule of Unit Prices
  - e) Supplemental General Conditions
  - f) General Conditions (as defined below)

Where a document that is listed above is not physically attached to the Contract, it is deemed incorporated by reference unless otherwise expressly excluded from the Contract. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the list. If the Bid is the result of a competitive solicitation process, any assumptions, conditions, restrictions, or qualifications in the Bid are of no force or effect.

2. **General.** The Ontario Provincial Standard Specifications Municipal-Oriented General Conditions of Contract, November 2019 (OPSS.MUNI 100) available at the following url <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US> (the “**General Conditions**”) are hereby incorporated into, and apply, *mutatis mutandis*, to this Contract.
3. **Definitions.** All terms not defined in this document are as defined in the General Conditions, as amended or supplemented by the Supplemental General Conditions.
4. **Contract Administrator.** The Contract Administrator for this Contract is the party named on the cover page of the Agreement.
5. **Coordination Meetings.** The Contractor shall attend at construction meetings with the Owner, Contract Administrator, and other parties as required. The Contractor shall attend such meetings with the Municipality and/or utility company authorities as may be required by the Contract Administrator to co-ordinate services affected by the Contract.
6. **Delays and Liquidated Damages.** If all the Work called for under the Contract is not finished or completed within the date of completion specified aforementioned or as extended in accordance with the process set out in the Contract, a loss or damage will be sustained by the Municipality. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Municipality will suffer in the event of and by reason of such delay, the Contractor will pay to the Municipality, the sum of one thousand dollars (\$1,000.00) as liquidated damages for each and every calendar day delay in finishing the Work beyond the date of completion prescribed. Contractor accepts that this amount is a reasonable estimate of the actual loss or damage to the Municipality which will accrue during the period in excess of the prescribed date of completion. The Corporation may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.
7. **Warranty Holdback.** The Owner will retain, for the duration of the period of the warranty on the Work as set out in the Contract Documents, a holdback equal to 5% of the Total Bid Price specified in the Bid Form (the “**Warranty Holdback**”).

**Notices.** Unless otherwise expressly agreed to in writing, any notice, consent or other document required to be sent pursuant to this Contract shall be in writing and shall be delivered by hand or sent by prepaid courier or by email to the following contacts and addresses:

If to Contract Administrator	If to Contractor
See cover page of Agreement	See cover page of Agreement
If to the Municipality, at the address on the cover page, directed to:	
Michel Di Giovanni Manager, Parks and Facilities mdigiovanni@kincardine.ca	

Any written notice is deemed to have been received: (a) if delivered by hand, at the time of its delivery, so long as a written receipt is obtained from the recipient; (b) if sent by prepaid courier, at the time of its delivery so long as the courier obtains confirmation of delivery; (c) if transmitted by email transmission, on the date recipient provides written confirmation of receipt. Any party may change its contact information by giving notice of the change to the other party in accordance with the provisions of this paragraph.

8. **Time is of the Essence.** Time shall be deemed the essence of this Contract.
9. **Entire Agreement.** The Contract Documents reflect the entire agreement between the parties with respect to the subject matter of this Contract. There is no promise, inducement, representation, warranty, collateral agreement, or condition other than as expressed in writing in the Contract Documents. All representations and inducements made by the Owner or its representatives which are relied upon by the Contractor are contained in the Contract Documents and the Owner disclaims reliance or any other representations or inducements.
10. **Contractor Undertakings.** Without limiting the provisions of the Contract, the Contractor hereby confirms it has read, understood and shall comply with all the provisions of this Contract and, for greater certainty, the Contractor undertakes:
  - (a) To supply (except as otherwise provided herein) all the materials and to perform all the Work described in this Contract at the prices and in the time periods specified in the Contract Documents.
  - (b) To guarantee that the said Work shall be maintained in such condition as will meet with the approval of the Contract Administrator and the appropriate officials of the Municipality for the Warranty Period.
  - (d) To accept any decision of the Contract Administrator as final and binding on the Contractor and the Owner as to the nature and cause of any imperfections and as to the remedy for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Contract Administrator within 48 hours after written notice may result in the Contract Administrator having the Work performed by others and the cost thereof being deducted from the amount due to the Contractor.

11. **Contractor Declaration.** The Contractor declares that in tendering for the works and in entering into this Contract, they have either investigated the character of the work and all local conditions that might affect the tender or the acceptance of the Work, or that not having so investigated, is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the Work which might or could make the work or any items thereof, more expensive in character, or more onerous to fulfill than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that they did not and do not rely upon information furnished by any methods whatsoever by the Owner or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.
12. **Miscellaneous.** The Contractor is contracted as an independent contractor and not as agent, joint venturer or employee of the Municipality. The Contractor shall at all times comply with applicable laws at Contractor's sole expense. Any delay by a party in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver must be made in writing expressly referencing the Contract. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The Municipality may assign its rights and obligations under the Contract without requiring any notice to or consent from Contractor. Contractor may not assign or transfer any right or obligations hereunder without the prior written consent of the Municipality, which consent shall not be unreasonably withheld. The indemnity shall be in addition to and not in lieu of any insurance required to be provided by the Contractor in accordance with this Contract. The warranty, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive. Les parties ont accepté que ce document soit rédigé en anglais. The parties have agreed that this document be prepared in the English language.
13. **Electronic Signatures and Documents.** This Agreement may be executed by electronic signature, or signed by hand and scanned, and delivered in any number of counterparts which, together, shall constitute one and the same instrument. Once signed, a copy or electronic version of the document will have the same force and effect as the original document.

**\*\* SEE NEXT PAGE FOR SIGNATURE BLOCK \*\***

**IN WITNESS WHEREOF**, this Contract has been executed by the undersigned authorized representatives.

**THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR LEGAL NAME:** to be completed when preparing the final contract

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ATTACHMENTS:** List will be completed when preparing the final contract.

## Supplemental General Conditions

GC SECTION	SUPPLEMENTAL GENERAL CONDITION
<b>GC 1.04</b>  <b>DEFINITIONS</b>	<p>GC 1.04.01, Definitions is amended by including the following definitions:</p> <p><b>Acceptable Disinfectant Concentration</b> means:</p> <p>a) a disinfectant concentration of at least 0.2 mg/L free chlorine residual in a chlorinated system or 1.0 mg/L combined chlorine residual in a chloraminated system; or, if these disinfectant concentrations cannot be achieved,</p> <p>b) a disinfectant concentration that is representative of the residual in the area, determined by testing upstream and downstream from the testing location or by using documented benchmarks for the area, as long as free chlorine concentrations are at least 0.05 mg/L in a chlorinated system and combined chlorine concentrations are at least 0.25 mg/L in a chloraminated system.</p> <p><b>Air Gap</b> means a space at the location of the maintenance/repair between the exterior surface of the watermain and the interior surfaces of the excavation, including the water in the excavation, sufficient to prevent water, soil or any other Contaminant in the excavation from contacting the watermain, fittings, or Appurtenances throughout the maintenance/repair process.</p> <p><b>Appurtenance</b> means an appurtenance, within the meaning of O. Reg. 170/03, which is in contact with the Drinking Water.</p> <p><b>Backflow Prevention</b> means the prevention of a reversal of normal flow that could introduce Contamination to the Drinking Water System.</p> <p><b>Certified Operator</b> means certified operator within the meaning of O. Reg. 170/03.</p> <p><b>Completion</b> means contract completion as set out in section 2(3) of the Construction Act which is reproduced as follows for convenient reference purposes:</p> <p style="padding-left: 40px;">For the purposes of this Act, a contract shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,</p> <p style="padding-left: 80px;">(a) 1 per cent of the contract price; and</p> <p style="padding-left: 80px;">(b) \$5,000.</p> <p><b>Connection</b> means all watermain and appurtenances installed between an existing watermain and a new or future watermain/appurtenance.</p> <p><b>Construction Trade Newspaper</b>, as per Ontario Regulation 304/18, as made under the Construction Act, means a newspaper,</p> <p style="padding-left: 40px;">(a) that is published either in paper format with circulation generally throughout Ontario or in electronic format in Ontario,</p> <p style="padding-left: 40px;">(b) that is published at least daily on all days other than Saturdays and holidays,</p> <p style="padding-left: 40px;">(c) in which calls for tender on construction contracts are customarily published, and</p> <p style="padding-left: 40px;">(d) that is primarily devoted to the publication of matters of concern to the construction industry.</p>

	<p><b>Contaminant</b> means foreign matter that is not intended to enter a watermain.</p> <p><b>Contamination</b> means the introduction of a contaminant into a watermain.</p> <p><b>Directly Supervised</b> means directly supervised within the meaning of Section 5.1.1 of the Certification Guide for Operators and Water Quality Analysts of Drinking Water Systems, as amended, but it does not expressly refer to the definition of supervisor under the Occupational Health and Safety Act.</p> <p><b>Drinking Water</b> means drinking water within the meaning of the Safe Drinking Water Act.</p> <p><b>Drinking Water Health Hazard</b> means drinking water health hazard within the meaning of the Safe Drinking Water Act.</p> <p><b>Drinking Water System</b> means drinking water system within the meaning of the Safe Drinking Water Act.</p> <p><b>Equivalent</b> means that the material to be supplied shall have the same or better performance properties and shall have the same certifications as the material specified. It is the Contractor's responsibility to provide all documentation that supports the Contractor's claim that material is to be considered an equivalent. <b>The burden of proof lies with the Contractor.</b> It is also the Contractor's responsibility to make it known, prior to the pre-construction meeting, that an equivalent is being proposed for the Work. Where the phrase "or equivalent" is absent from the Special Provision, no equivalent materials are to be used.</p> <p><b>Event of Delay</b> means that the Contractor is delayed in the completion of the Work solely and exclusively due to any of the following:</p> <ul style="list-style-type: none"> <li>a) due to a reason listed in Section GC 3.07 of the General Conditions, as amended in the Supplemental General Conditions;</li> <li>b) by reason of any breach of contract or prevention by the Owner contrary to the provisions of the Contract Documents;</li> <li>c) by reason of an unreasonable delay by the Owner issuing instructions or information or in delivering materials in a manner that is contrary to the provisions of the Contract Documents;</li> <li>d) by any other act or omission of the Owner contrary to the provisions of the Contract Documents;</li> <li>e) by a Force Majeure event.</li> </ul> <p><b>Flushing</b> means flowing water through a section of watermain/ appurtenances and out of the system until the water appears visibly free from discoloration and particulates with an acceptable disinfectant concentration. This definition does not include recharging a watermain.</p> <p><b>Force Majeure</b> means an event or a cause beyond the reasonable control of a party that was not reasonably foreseeable at time of tender submission including, but not limited to, an act of God, or of a public enemy, acts of a government, war, blockades, and civil commotions, abnormal weather, fire, disease, epidemic, pandemic, quarantine restrictions, embargoes or delays of Subcontractors due to such unforeseeable causes.</p> <p><b>Higher Velocity Flushing</b> means flushing of a watermain with sufficient velocity to discharge settled materials.</p>
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**Isolate** means operating valves to ensure that there is no flow of water to or from a specific section of watermain.

**Microbiological Samples** means water samples taken and tested for Escherichia coli and Total Coliforms by a licensed and accredited laboratory.

**Ministry** means the Ministry of the Environment, Conservation and Parks.

**Operator-in-Charge** means an operator-in-charge within the meaning of O. Reg. 128/04.

**Provisional** means that the use of this item is conditional on the circumstances determined by the Contract Administrator at the time of construction and that authorization to proceed must be granted to the Contractor prior to proceeding with the work.

**Service Pipe** means a service pipe within the meaning of O. Reg. 170/03.

**Shop Drawings** means any Drawings or Plans prepared by the Contractor for components that will form a permanent part of the Work which may include mechanical and electrical equipment or components permanently embedded in the work.

**Statutory Holdback** means the holdbacks required under the Construction Act in the form of funds. A letter of credit, a demand-worded repayment bond or any other form are not acceptable forms of holdback.

**Substantial Performance** has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30 which is reproduced for convenient reference purposes:

For the purposes of this Act, a contract is substantially performed,

(a) when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended; and

(b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,

- (i) 3 per cent of the first \$1,000,000 of the contract price,
- (ii) 2 per cent of the next \$1,000,000 of the contract price, and
- (iii) 1 per cent of the balance of the contract price. R.S.O. 1990, c. C.30, s. 2 (1); 2017, c. 24, s. 4 (1, 2).

(2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance.

**Warranty Period or Maintenance Period** means the applicable time period according to clause GC 7.16.02, Warranty.

**Water Advisory** means a boil or drinking water advisory for the area being serviced by the affected watermain declared by the local medical officer of health.

**Water Quality Analyst** means a water quality analyst within the meaning of O. Reg. 128/04.

	<p><b>Working Drawings or Working Plans</b> means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework, and shoring plans; Roadway protection plans; or erection diagrams.</p>
<p><b>GC 2.01</b></p> <p><b>RELIANCE ON CONTRACT DOCUMENTS</b></p>	<p>GC 2.01.01 a) is amended as follows:</p> <p>a) The location and depth of all utilities shown on the Contract Drawings are based on information obtained from the applicable operating authority. Neither the Owner nor the Contract Administrator warrants the accuracy of the information. The Owner and the Contract Administrator disclaim any liability or responsibility for any discrepancy between the information on the Contract Drawings and the actual locations of the utilities.</p> <p>GC 2.01.02 a) is amended as follows:</p> <p>a) If a geotechnical investigation was performed for this Contract, the report will be made available at the office of the Contract Administrator for inspection but the office of the Contract Administrator assumes no responsibility for any errors or omissions which may be inherent in the report. Neither the Owner nor the Contract Administrator warrants interpretations of data or opinions expressed in any report. <u>Notwithstanding any provision to the contrary in the Contract, any geotechnical report that may be made available to the Contractor is not a Contract Document and any such report is expressly excluded from and does not form part of the Contract.</u> The Owner and the Contract Administrator disclaim any liability or responsibility for any information in the report.</p>
<p><b>GC 3.02 WORKING DRAWINGS</b></p>	<p>GC 3.02.01, GC 3.02.02, GC 3.02.03, GC 3.02.04, GC 3.02.05, and GC 3.02.07 shall also apply to Shop Drawings.</p> <p>GC 3.02.06 is amended as follows:</p> <p>.06 Work related to the Working Drawings shall not proceed until the Contract Administrator's comments are issued to the Contractor. Work related to the Shop Drawings shall not proceed until the Shop Drawings have been signed and dated by the Contract Administrator and marked with, "Reviewed" or "Reviewed as Modified", "Revise and Re-Submit" or "Not Reviewed". Any Work performed in connection with Shop Drawings that have not been signed and marked "Reviewed" or "Reviewed as Modified" is at the Contractor's sole and exclusive risk.</p>
<p><b>GC 3.05</b></p> <p><b>LAYOUT INFORMATION</b></p>	<p>GC 3.05.02 is amended as follows:</p> <p>.02 The Contract Administrator shall provide pre and post construction inventories of all known Monuments, etc. that are located within the Working Area.</p>
<p><b>GC 3.06</b></p> <p><b>EXTENSION OF CONTRACT TIME</b></p>	<p>GC 3.06.01 is amended to read:</p> <p>.01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator, with a copy to the Owner, within 5 business days of the Contractor becoming aware of the need for such extension and at least 15 Days prior to the expiration of the Contract Time. All bonds or other surety furnished to the Owner by the Contractor is amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety. The application for an</p>

	<p>extension of Contract Time shall enumerate the reasons and state the length of extension required.</p> <p>GC 3.06.02 Circumstances suitable for consideration of an extension of Contract Time include the following:</p> <ul style="list-style-type: none"> <li>a) Delays, subsection GC 3.07</li> <li>b) Changes in the Work, clause GC 3.10.01</li> <li>c) Extra Work, clause GC 3.10.02</li> <li>d) Additional Work, clause GC 3.10.03</li> <li>e) Event of Delay</li> </ul> <p>GC 3.06.03 The Contract Administrator shall, in reviewing an application for an extension to the Contract Time, consider whether the delays, Change in the Work, Extra Work, Additional Work or Event of Delay involve a Controlling Operation.</p> <p>GC 3.06.05 The terms and conditions of the Contract shall continue for such extension of Contract Time. Additional terms and conditions specific to the extension of time may also be applied. Notwithstanding the extension, time shall continue to be deemed of the essence of the contract.</p>
<p><b>GC 3.07</b></p> <p><b>DELAYS</b></p>	<p>GC 3.07.01 is deleted and replaced with the following:</p> <p>.01 If the Contractor is delayed in the performance of the Work by,</p> <ul style="list-style-type: none"> <li>a) errors in the Contract Documents;</li> <li>b) an act or omission of the Owner or Contract Administrator contrary to the provisions of the Contract Documents;</li> <li>c) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly.</li> <li>d) The Contract Administrator giving notice under section GC 7.09, Suspension of Work; or</li> <li>e) Archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,</li> </ul> <p>Then, provided the Contractor or any Contractor Subcontractor was not in default of any obligations under the Contract or otherwise the cause of the event leading to the delay and provided the Contractor issues prompt written notice to the Contract Administrator of its intention to seek reimbursement of its reasonable costs associated with the delay (not to exceed 30 days), the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay. An Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.</p>
	<p>GC 3.07.03 is deleted and replaced with the following:</p> <p>.03 In no case shall an extension of Contract Time, if granted, be less than the time lost as the result of the event causing the delay, unless otherwise mutually agreed by the parties. Save and except for those delays listed in Section 3.07.01, in no other circumstance shall the Owner be responsible for costs incurred by the Contractor as a result of delays resulting in an Extension of the Contract Time.</p>

<b>GC 4.02 APPROVALS AND PERMITS</b>	GC 4.02.01 is amended as follows:  .01 The Contractor shall be responsible for obtaining and paying for all plumbing and building permits.
<b>GC 6.01 PROTECTION OF WORK, PERSONS AND PROPERTY</b>	GC 6.01.04 is deleted and replaced with:  .04 The Contractor shall not be responsible for loss and damage that occurs to the extent resulting from errors in the Contract documents or acts or omissions of the Owner, the Contractor Administrator, their agents and employees, or for individuals that are not directly or indirectly under the control of the Contractor while such individuals are present in the Working Area with the Owner's permission.
<b>GC 6.03.02 COMMERCIAL GENERAL LIABILITY INSURANCE</b>	GC 6.03.02.01 is amended as follows:  .01 Commercial General liability insurance <u>and completed operations coverage</u> shall <u>both</u> be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, <u>both</u> with the limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.
<b>GC 6.03.07 INSURANCE REQUIREMENTS AND DURATION</b>	GC 6.03.07.01 is amended as follows:  .01 Each insurance policy as noted in the Contract Documents, <u>excluding completed operations coverage</u> , shall be in effect from the date of Contract signing until 10 days after the date of Final Acceptance of the Work, as set out in the final Acceptance Certificate. <u>Completed operations coverage shall be maintained for six years from the date of Final Acceptance.</u>
<b>GC 7.02 MONUMENTS AND LAYOUT</b>	GC 7.02.07 is amended as follows:  The Contractor shall provide qualified personnel to lay out all other lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
<b>GC 7.10 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT</b>	GC 7.10.02 is amended as follows:  .02 If the Work is stopped or otherwise delayed for a period of 60 Days or more under an order of a court or other public authority which falls within Section GC 3.07.01(c) the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
<b>GC 7.16 WARRANTY</b>	GC 7.16 is deleted and replaced with the following:  .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.  .02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear, a) 12 months from the date of Completion of the Work as set out in the Completion Certificate, or b) such longer periods as may be specified in the Contract Documents for certain Materials, some of the Work, or all of the Work.

	<p>The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.</p> <p>.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of clause GC 7.16.02.</p> <p>.04 5% of the value of the Work, or a different value as may be specified in the Contract Documents, will be retained to cover the Work required under GC 7.16.02, as a guarantee of the proper performance of the warranty work included in the Contract. This amount will be released without interest upon expiry of the Warranty Period subject to the proper correction of all deficiencies to the Owner's reasonable satisfaction.</p> <p>The warranty holdback will be held <u>in addition to</u> the 10% holdback required by the Construction Act, R.S.O. 1990, c.C.30. The holdback will be retained by the Owner, commencing during the latter part of the period of construction and generally not before the Contract is approximately 80% complete.</p> <p>No alternate forms of security will be considered.</p>
<b>GC 7.18 DRAINAGE</b>	<p>GC 7.18.01 is amended as follows:</p> <p>.01 During construction and until the Work is completed, the Contractor shall make reasonable efforts to keep all portions of the Work properly and efficiently drained, to at least the same degree as that of the existing drainage conditions.</p> <p>The Contractor will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the works, or which any of the operations may cause to flow elsewhere.</p>
<b>GC 8.02.03 ADVANCE PAYMENTS FOR MATERIALS</b>	<p>GC 8.02.03.01, the first sentence of paragraph GC 8.02.03.01 is amended as follows:</p> <p>.01 The Owner <u>may</u> make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:</p>
<b>GC 8.02.04.04 SUBSTANTIAL PERFORMANCE OF WORK</b>	<p>GC 8.02.04.04.04, is amended as follows:</p> <p>.04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, as amended, publish a copy of the certificate in a construction trade newspaper.</p>
<b>GC 8.02.04.05 SUBSTANTIAL PERFORMANCE PAYMENT AND SUBSTANTIAL PERFORMANCE STATUTORY HOLDBACK RELEASE PAYMENT CERTIFICATES</b>	<p>GC 8.02.04.05.03, is amended as follows:</p> <p>.03 The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the Statutory Holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such Statutory Holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:</p> <ul style="list-style-type: none"> <li>a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board;</li> </ul>

	<ul style="list-style-type: none"> <li>b) proof of publication of the Certificate of Substantial Performance;</li> <li>c) Three copies of an original signed and sealed release, on the form provided, or in a form satisfactory to the Contract Administrator, by the Contractor releasing the Owner from all further claims related to the Contract qualified by stated exceptions such as outstanding work or matter arising out of subsection GC 3.13 Claims, Negotiations, Mediation; and</li> <li>d) Three copies of an original signed and notarized statutory declaration on the form provided, or in a form satisfactory to the Contract Administrator, by the Contractor indicating that all liabilities incurred by the Contractor and the Subcontractors in carrying out the Contract have been discharged except for the statutory holdbacks properly retained and guaranteed maintenance holdback properly retained.</li> </ul> <p>(a)</p>
<b>GC 8.02.04.07</b>  <b>COMPLETION</b> <b>PAYMENT AND</b> <b>COMPLETION</b> <b>STATUTORY</b> <b>HOLDBACK RELEASE</b> <b>PAYMENT</b> <b>CERTIFICATES</b>	<p>GC 8.02.04.07.02, is amended as follows:</p> <p>.02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs and upon submission of the following:</p> <ul style="list-style-type: none"> <li>a) Three copies of an original signed and sealed release, on the document provided, or in a form satisfactory to the Contract Administrator, by the Contractor releasing the Owner from all further claims related to the Contract qualified by stated exceptions such as outstanding work or matters arising out of subsection GC 3.13 Claims, Negotiations, Mediation;</li> <li>b) Three copies of an original signed and notarized statutory declaration, on the form provided, or in a form satisfactory to the Contract Administrator, by the Contractor indicating that all liabilities incurred by the Contractor and the Subcontractors in carrying out the Contract have been discharged except for the statutory holdbacks properly retained and Guaranteed Maintenance Holdback properly retained; and</li> <li>c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board,</li> </ul> <p>the Owner shall pay the remaining statutory holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.</p>
<b>GC 8.02.05.07</b>  <b>PAYMENT FOR HAND</b> <b>TOOLS</b>	<p>GC 8.02.05.07.01 is amended as follows:</p> <p>.01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or equipment that are tools of the trade including pick-up trucks and service vans.</p>

# **BIDDER'S WORKBOOK**

**BIDDER'S WORKBOOK****1. Introduction**

The Bidder's Workbook sets out instructions relating to site visits, bid and contract security and includes the Bid submission forms. Bidders must use the Offer Form and any other forms in this Bidder's Workbook when preparing their Bid.

**2. Site Visit Instructions**

Site Visit Contact	Tyler Jahnke, C.E.T. PMP, GEI Consultants Canada Ltd. tjahnke@geiconsultants.ca
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In-Person meeting	<input checked="" type="checkbox"/>
Virtual Site Visit	<input type="checkbox"/>

**In Person Meeting**

1. Bidders must confirm their intent to participate in the Site Visit with the Municipality by emailing the Site Visit Contact named in the above table.
2. Parties are strongly advised to arrive 15 minutes early to complete registration process.
3. Safety shoes required.

**3. Bid Security (must include with Bid)**

Each Bid must be accompanied by bid security payable to The Corporation of the Municipality of Kincardine in the amount of 10% of the Bidder's Total Bid Price.

Bid security must be in the form of a digital bid bond in an electronically verifiable and enforceable (e-Bond) format submitted with the Bid forms. A scanned copy of a non-digital bond is not acceptable. The digital bid bond must be included with the Bid and must be accompanied by all instruction details necessary for accessing the verification process. For information regarding digital bid bonds, bidders are encouraged to contact their surety company and refer to the e-bonding information on [Surety Association of Canada's website](#).

If the Bid is the lowest priced compliant Bid, then Bidder's withdrawal of the Bid after the Submission Deadline for any reason automatically entitles the Municipality to invoke the protections of the Bid security notwithstanding the fact that the Bidder was not yet notified of its award of contract.



**4. Contract Security: Labour/Material and Performance Bonds**

Labour/Material and Performance Bonds are required for this project.

Each the Labour/Material and the Performance Bond must be for 50% of the Total Bid Price and meet the requirements of the Construction Act and OPS MUNI GC 6.04.

Bonds/contract security will be held until expiration of the Warranty Period in the Contract. The security may be returned before this time has elapsed provided there is satisfactory evidence that all liabilities incurred by the Contractor in carrying out the Work have been satisfied and that all liens have expired or have been satisfied, discharged or provided for and that a clearance certificate from the Workplace Safety Insurance Board (W.S.I.B.) is provided.

**5. Agreement to Bond (include with Bid)**

Each Bid must include a signed agreement to bond from the surety that will provide the contract security should the Bidder be selected as the successful Bidder. The consent or agreement to bond must confirm that the surety or financial institution has approved to issue the required security to the Bidder should the Bidder be selected as the successful Bidder and that the institution will provide the necessary bond or security within not more than 10 days of being notified of the contract award.

**6. Insurance Requirements**

For the insurance required to be maintained, see the contract terms, OPSS MUNI 100, Section GC 6.0 - INSURANCE, PROTECTION AND DAMAGE and the Supplemental General Conditions, for details. The cost of insurance is included in the Total Bid Price.

**7. Pre-contract Documentation**

Bidders are advised that, if successful, they will be required to submit the following documents within 10 days of notification of award of contract:

- Contract security
- Certificates of insurance evidencing the required insurance coverage
- WSIB certificate or exemption letter
- Details of their Health and Safety Program

**8. Bid Submission Forms**

The following Bid Submission Forms, which are included in the Bidder's Workbook, must be used in the preparation of Bidder's Bid package:

FORM	REQUIRED?
Offer Form	YES
Reference Form	YES

## BID SUBMISSION FORMS

### OFFER FORM

**RFT NUMBER** CS-2025-11  
**Project Title:** Station Beach Boardwalk Reconstruction  
**Address/Location:** Station Beach, Kincardine

**SUBMITTED ON BEHALF OF** (Bidder to complete):

<b>The full legal name of the Bidder:</b>	
<b>The jurisdiction under which the Bidder's company was incorporated or otherwise established:</b>	
<b>Bidder Address:</b>	
<b>Bidder Contact Person (name, title):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

#### 18. Bidder's Offer

The Bidder offers to enter into the contract included in this RFT, to do all of the Work and to furnish all necessary labour, machinery, tools, apparatus, and other means of construction, and to provide, furnish, deliver and place all materials described, in strict accordance with the Scope of Work, including all plans, specifications and supplemental specifications at the following Total Bid Price:

<b>TOTAL BID PRICE, EXCLUSIVE OF HST:</b>	<hr/> [To be completed by Bidder]
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The above Bid price is in Canadian funds and is all inclusive except as otherwise explicitly noted in the RFT. For certainty, the firm Bid price includes, without limitation, all work, materials, equipment, labour and applicable taxes in force at this date except the Harmonized Sales Tax. The HST will be chargeable and shown on invoices.

#### 19. Confirmation of Addenda

<b>THE BIDDER HAS REVIEWED THE FOLLOWING NUMBER OF ADDENDA:</b>	<hr/> [To be completed by Bidder]
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## BID SUBMISSION FORMS

Where BidsandTenders is used as the Tender Notice Platform and confirmation of addenda is requested on the platform, the online confirmation of addenda shall apply.

### 20. Completed Attachments

The following attachments are included with the Bid:	Bidder to check/confirm
1. Bid Form	<input type="checkbox"/>
2. Schedule of Unit Prices	<input type="checkbox"/>
3. References – completed Reference Form for <u>3 references</u>	<input type="checkbox"/>
4. Bid Security	<input type="checkbox"/>
5. Agreement to Bond for Performance & Labour and Materials Bond	<input type="checkbox"/>

### 21. Confirmation of Contract Completion Date

By submitting this Offer Form, the Bidder confirms that completion of the contract, as defined by Ontario's *Construction Act*, can be attained by the date set out below.

<b>CONTRACT COMPLETION DATE:</b>	Hardscape -May 15, 2026 Plantings and Seeding – November 1, 2026
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### 22. List of Subcontractors

The following subcontractors are proposed – if not listed, the list must be delivered before contract execution:

TRADE (To be completed by Bidder)	COMPANY NAME (To be completed by Bidder)

### 23. Minimum Bidder Standards of Conduct

- (a) No Public Statements, No Lobbying and No Improper Inducement or Influence The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the Bid process, or the award of the Contract, without the express prior written consent of the Municipality. The Bidder must not engage in any form of political or other lobbying

## BID SUBMISSION FORMS

whatsoever with respect to this Bid process, or otherwise attempt to influence the outcome of the process directly or indirectly by any manner whatsoever other than by submitting a Bid.

- (b) **No Collusion or Bid Rigging.** The Bidder certifies that:
- i. the prices in their Bid have been arrived at independently from those of any other bidders;
  - ii. the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
  - iii. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.
- (c) **Disqualification.** A failure to respect the above requirements may lead to disqualification of the Bidder from the process.

### 24. Certification: No Conflict of Interest or Unfair Advantage

The Municipality will reject a Bid if the Municipality determines there is an apparent, potential or actual conflict of interest or unfair advantage that, in the Municipality's opinion, compromises the integrity of the competitive process or is incompatible with the Bidder's impartial and unbiased performance of the Work, whether or not captured by the questions in this form. The Municipality's determination on this issue will be final. If there is any doubt, the Bidder is expected to ask the Municipality for an opinion on whether a circumstance constitutes a disqualifying unfair advantage or conflict. A failure to do so is at the Bidder's sole and exclusive risk.

The Bidder is required to certify that it does not have a conflict of interest or unfair advantage by answering yes or no to the following statements:

The Bidder has access to confidential information of the Municipality that is relevant to this RFT process and is not available to other Bidders.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Bidder (including any employee or proposed team member) (a) was involved in the development of any of the RFT document or (b) received advice from someone involved in the development of any aspect of the RFT document.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Bidder (including any employee or proposed team member) has previous or current business or personal relationships with any of the Municipality's elected officials, employees or representatives that could create an appearance of bias or advantage in the Bid process or is incompatible with the impartial and unbiased performance of the Work.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Bidder (including any employee or proposed team member) has commitments, relationships or financial interests that could be, or might appear to be, incompatible with the impartial and unbiased performance of the Work.	<input type="checkbox"/> yes <input type="checkbox"/> no
<b>If the answer to any of the above questions is "yes", please set out the details below:</b>	

## BID SUBMISSION FORMS

*<Insert details of potential conflict or unfair advantage in this form. Any potential conflict / unfair advantage should be disclosed as soon as possible to avoid an unnecessary expenditure of time preparing a Bid.>*

### 25. Acknowledgement: Confidential Information and MFIPPA

The Municipality will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information, but the Municipality accepts no liability if such information is disclosed.

The Bidder acknowledges that its **name and total contract value** may be publicly disclosed and that the Bid and any related information may be:

- (a) disclosed to the Municipality's staff, advisors and consultants for the purposes of conducting the RFT process;
- (b) disclosed to the Municipality's elected officials for the purposes of oversight and decision-making; and
- (c) subject to public disclosure in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

### 26. Municipality's Reserved Rights

- (a) Bidder Errors in Calculations. Wherever there are unit prices or subtotal prices used to calculate a total or extended Bid price and the total or extended Bid price does not accord with the correct calculation of the extended price or total price, the unit price and sub-total prices shall govern. The calculation of the total or extended price shall be corrected by the Municipality and the corrected extended or total prices will be used for evaluation and contracting purposes.
- (b) Municipality's Rights and Privileges. Notwithstanding any other provisions of this RFT, the Bidder accepts that the Municipality may exercise the rights below, in its discretion and without any liability to any Bidder.
  - i. Amend the scope, schedule, or details of the RFT, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason without any liability to Bidder.
  - ii. If only 1 Bid is received, the Municipality deems it is not in the public interest to award the Contract as there is no ability to ensure the Bid prices are competitive. In such cases, the Municipality reserves the right to cancel the RFT process and to negotiate prices with the Bidder that submitted the single Bid.
  - iii. Where the successful Bid is over budget, the Municipality may cancel the RFT process and, at the Municipality's option, if deemed to be in the public interest, it may negotiate reductions in pricing with the successful Bidder. Where the parties are unable to achieve acceptable price reductions, either party may terminate negotiations without any liability to the other.
  - iv. Verify or clarify with any Bidder, or with a third party, any information contained in or submitted as part of the Bid and reject a Bid that the Municipality discovers contains misleading or inaccurate information.

## BID SUBMISSION FORMS

- v. Disqualify any Bidder that engages in prohibited or illegal conduct, including any form of political or other lobbying whatsoever with respect to this RFT, or otherwise attempt to influence the outcome of the RFT process directly or indirectly by any manner whatsoever other than by submitting a Bid.
- vi. Reject a subcontractor proposed by a selected Bidder.
- vii. Re-advertise for new Bids or enter into negotiations for the Work or for goods and services of a similar nature following cancellation of this RFT for any reason.
- viii. Require Bidders with a tied bids to submit a best and final offer (“BAFO”) and select the lowest priced bid following the BAFO process or, if Bids are still tied, to select the winning bidder based on a coin toss.

### 27. Limitation of Municipality’s Liability

Each Bidder, by submitting a Bid, irrevocably waives any claim, action or proceeding against the Municipality, including without limitation claims for damages, expenses or costs including costs of preparation of a Bid, cost of participation in the processes described in the RFT, loss of anticipated profits, loss of opportunity, legal fees or for any other matter. For greater clarity and without limitation, each Bidder specifically agrees that it will have absolutely no claim against the Municipality nor any representative of the Municipality for any reason whatsoever and the Municipality shall have no liability to the Bidder whether in contract, tort, equity or other principle of law, including without limitation if the Municipality does not select a lowest priced Bidder; suspends, cancels or in any way modifies the requirements, the RFT; or accepts any compliant or non-compliant Bid.

If, notwithstanding the above, a Bidder is determined by a court or administrative body of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Municipality or any representative, including without limitation any exercise the Municipality’s sole discretion, Bidders expressly acknowledge and agree by submitting a Bid that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00).

### 28. Governing Law

This RFT shall be interpreted and construed in accordance with laws of Ontario and applicable laws of Canada. If any provision of this RFT is in conflict with any statute or legal principle or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions of the RFT will remain as they are and in full force and effect.

### 29. Bid Irrevocability

The Bidder agrees that its Bid is an irrevocable offer which is firm in effect and open for acceptance **for 90 calendar days** (the “**Irrevocability Period**”) from the Submission Deadline. If the Municipality deems it necessary to extend the Irrevocability Period, the Bidder agrees to extend the Irrevocability Period, unless the Bidder revokes its Bid in writing within 5 calendar days of notice of such extension by the Municipality.

## BID SUBMISSION FORMS

### 30. If Council Approval Required

Where a contract award requires approval of Council pursuant to the Municipality's Procurement Policy, the contract is not considered awarded, and is not binding on the Municipality, unless and until Council approval is obtained.

**ON BEHALF OF BIDDER, THE FOLLOWING DULY AUTHORIZED SIGNATORY CONFIRMS THIS OFFER AND ACKNOWLEDGES ITS ACCEPTANCE THE TERMS OF THE RFT PROCESS:**

Signature:	
Name:	
Title:	
Date:	

This form may be executed by hand-written or electronic signature.

## BID SUBMISSION FORMS

### SCHEDULE OF UNIT PRICES

To be filled out and included in the bid submission:

Item No.	Spec. No.	Description	Estimated Qty.	Unit of Measure	Unit Price	Total Price
<b>PART A - GENERAL &amp; MISCELLANEOUS</b>						
A1	S.P.	Bonding and Insurance	1	L.S.		
A2	S.P.	Mobilization and Demobilization	1	L.S.		
A3	706, S.P.	Traffic Control	1	L.S.		
A4	180, 182, 805, 823, 830 S.P.	Environmental Protection	1	L.S.		
A5	S.P.	Construction Layout	1	L.S.		
<b>TOTAL PART A - GENERAL</b>						
<b>PART B - REMOVALS</b>						
B1	180, 201, 206, SP	Tree Removal and Grubbing	1	L.S.		
B2	180, 206, SP	Topsoil Stripping and Removal	255	m <sup>2</sup>		
B3	180, 206, 510 S.P.	Earth Excavation and grading	1	L.S.		
B4	180, 206, 510 S.P.	Earth Excavation and Removal	350	Tonne		
B5	180, 510	Removal of Asphalt Pavement	500	m <sup>2</sup>		
B6	180, 510	Sawcut Existing Asphalt	250	m		
B7	180, 510	Removal of Curb and Gutter (All Types)	250	m		
B8	S.P.	Remove and Dispose Wooden Boardwalk	1100	m <sup>2</sup>		
B9	S.P.	Remove Wood Rail/Wall	22	m		
B10	S.P.	Remove Existing Deck Boards and Railing (Gazebo)	1	L.S.		



## BID SUBMISSION FORMS

Item No.	Spec. No.	Description	Estimated Qty.	Unit of Measure	Unit Price	Total Price
B11	S.P.	Remove Existing Deck Boards and Railing (Viewing Platform)	1	L.S.		
B12	S.P.	Remove and Salvage Concrete Pavers	10	m <sup>2</sup>		
B13	S.P.	Remove and Dispose Light standards	11	each		
B14	S.P.	Remove and Salvage Light standards	5	each		
B15	S.P.	Remove Benches	5	each		
B16	S.P.	Remove and Relocate Stone Monument	1	L.S.		
B17	S.P.	Remove Existing Post and Tube Fence	65	m		
<b>TOTAL PART B - REMOVALS</b>						
<b>PART C - SITE WORKS</b>						
C1	353	Concrete Curb and Gutter (All Types)	220	m		
C2	310, 310-B, 308	HL-3 Asphalt (supply, place and compact) with Tack Coat (40mm)	26	tonne		
C3	310, 310-B, 308	HL-4 Asphalt (50mm)	32	tonne		
C4	1601, SP	Boardwalk Panel A	60	m <sup>2</sup>		
C5	1601, SP	Boardwalk Panel B	16	m <sup>2</sup>		
C6	1601, SP	Boardwalk Panel C	3	m <sup>2</sup>		
C7	1601, SP	Proposed Wood Boardwalk	760	m <sup>2</sup>		
C8	940	Concrete Block Retaining Wall	5	m <sup>2</sup>		
C9	351, S.P.	Concrete Walkway and Ramps	480	m <sup>2</sup>		
C10	310.039, S.P.	Tactile Walking Surface Indicators (TWSI)	8	each		
C11	S.P.	Deck Boards and Railing (Gazebo)	40	m <sup>2</sup>		

## BID SUBMISSION FORMS

Item No.	Spec. No.	Description	Estimated Qty.	Unit of Measure	Unit Price	Total Price
C12	S.P.	Deck Boards and Railing (Viewing Platform)	50	m <sup>2</sup>		
C13		New Post and Tube Fence	125	m		
C14		New Post and Rope Fence	160	m		
C15		New Bench Layby Concrete Pad	4	each		
C16	1704	Paint Existing Tube (only) and Fence	275	m		
C17	1716, S.P.	Line Painting	1	L.S.		
<b>TOTAL PART C - SITE WORKS</b>						
<b>PART D - ELECTRICAL</b>						
E1	106, SP	Electrical - Walkway Lighting	1	L.S.		
E2	106, SP	ELECTRICAL HANDHOLES-600X600 - OPSD 2112.040	2	each		
E3	106, SP	Street Light c/w New Foundation (no banner arm)	10	each		
E4	106, SP	Street Light c/w New Foundation and Banner Arm	5	each		
<b>TOTAL PART D - ELECTRICAL</b>						
<b>PART E - LANDSCAPING - BACKDUNE PLANTING - PHASE ONE</b>						
		Deciduous Trees - Supply, topsoil, planting, maintenance, and warranty				
E1a	S.P.	a) Populus deltoides (100-150cm ht, 1-2 gal potted)	3	each		
E1b	S.P.	b) Populus grandidentata (100-150cm ht, 1-2 gal potted)	4	each		
E1c	S.P.	c) Populus tremuloides (100-150cm ht, 1-2 gal potted)	8	each		
		Coniferous Trees - Supply, topsoil, planting, maintenance, mulching, and warranty				

## BID SUBMISSION FORMS

Item No.	Spec. No.	Description	Estimated Qty.	Unit of Measure	Unit Price	Total Price
E2a	S.P.	a) Pinus strobus (100cm ht, 3 gal potted)	3	each		
E2b	S.P.	b) Thuja occidentalis (100cm ht, 3 gal potted)	2	each		
		Shrubs - Supply, topsoil, planting, maintenance, mulching and warranty				
E3a	S.P.	a) Arctostaphylos uva-ursi (25cm ht. 2 gal potted)	51	each		
E3b	S.P.	b) Cornus sericea (50-100cm ht. 2 gal potted)	6	each		
E3c	S.P.	c) Cornus racemosa (50-100cm ht. 2 gal potted)	25	each		
E3d	S.P.	d) Hypericum kalmianum (50-100cm ht. 2 gal potted)	45	each		
E3e	S.P.	e) Juniperus horizontalis (25 cm ht. 2 gal potted)	16	each		
E3f	S.P.	f) Physocarpus opulifolius (50-100cm ht. 2 gal potted)	27	each		
E3g	S.P.	g) Potentilla fruticosa (50-100cm ht. 2 gal potted)	24	each		
E3h	S.P.	h) Prunus pumila (50-100cm ht. 2 gal potted)	8	each		
E3i	S.P.	i) Rhus aromatica (50-100cm ht. 2 gal potted)	6	each		
E3k	S.P.	k) Salix myricoides (50-100cm ht. 2 gal potted)	3	each		
		Seeding - Supply, spread, and warranty of seed mix and accompanying nurse crop				
E4a	S.P.	a) Backdune Restoration Seed Mix with Nurse Crop - Broadcast Sewn	450	m <sup>2</sup>		

## BID SUBMISSION FORMS

Item No.	Spec. No.	Description	Estimated Qty.	Unit of Measure	Unit Price	Total Price
		Snow/Sand Fencing - Supply, install, maintenance, and warranty of Snow/Sand Fencing				
E6a	S.P.	a) PHASE 1 - Wood Snow/Sand Fencing and Posts Interim location	315	lin. m		
<b>TOTAL PART E - LANDSCAPING</b>						
<b>TOTAL PARTS A-E:</b>						
<b>PART P - (PROVISIONAL)</b>						
P1	180, 510, SP	Additional to Earth Excavation Items for Off-site Disposal of Soils Meeting Table 2	50	tonne		
P2	180, 510, SP	Additional to Earth Excavation Items for Off-site Disposal of Soils that Meet or Exceed Table 3 (i.e. as waste)	50	tonne		
P3	S.P.	Irrigation Removal, design, Supply and Installation	1	L.S.		
P4	106, SP	50mm PVC DB2 Conduit (Lighting & 50 AMP Service)	400	m		
P5	106, SP	Spare 100mm PVC Conduit c/w Pull Cord	400	m		
<b>TOTAL PART P (PROVISIONAL):</b>						
<b>TOTAL (EXCLUDING H.S.T.)</b>						

## BID SUBMISSION FORMS

### REFERENCE FORM

Three references must be provided. The selected Bidder's references will be contacted and asked to verify the information on the form and to answer the following two questions:

- (d) Overall, did the Bidder generally meet the organization's expectations and requirements?
- (e) Would you work with this Bidder again in this capacity?

To "pass" the reference check, the Bidder's references must list projects that are reasonably similar to the RFT project in nature and scope, and the reference contact person must confirm the accuracy of the information provided by the Bidder in the Reference Form and provide a positive response to questions above.

If a reference cannot be reached within a reasonable time or is unable or unwilling to provide a reference for any reason, the Bidder will be given one opportunity to provide an alternate reference. If the alternate reference can not be reached within a reasonable period of time or is also unwilling or unable to provide a reference, the selected Bidder will fail the reference check.

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Similarity of reference project to project described in RFT.	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	

## BID SUBMISSION FORMS

Description of Project (project size, completion date, role of Bidder):	
Similarity of reference project to project described in RFT.	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Similarity of reference project to project described in RFT.	
Location:	