



MUNICIPALITY OF
GREENSTONE

REQUEST FOR TENDER

PS-2022-07

Geraldton WPCP Upgrades

ISSUE DATE: THURSDAY, MAY 19, 2022

DEADLINE FOR Question Submission: FRIDAY, MAY 27, 2022 at 3:00 p.m. Local Time

DEADLINE FOR POSTING ADDENDA: THURSDAY, JUNE 2, 2022 at 1:00 p.m. Local Time

TENDER SUBMISSION DEADLINE: THURSDAY, JUNE 9, 2022 at 3:00 p.m. Local Time

[ONLY ELECTRONIC BID SUBMISSIONS WILL BE ACCEPTED FOR THIS TENDER]

Municipality of Greenstone
1800 Main Street
PO BOX 70,
Geraldton, ON P0T 1M0

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 - Supplement: Process Mechanical Electric Motor Actuator Schedule.
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 - Supplement: Supplement 1 PCN
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 - Supplement: Control Panel List

DRAWINGS

Geraldton WPCP Upgrades

00 00 60 Project Directory

OWNER

Municipality of Greenstone
1800 Main Street
Geraldton, ON
P0T 1M0 – Canada

CONTACT FOR ALL TENDER INQUIRIES

Brian Aaltonen
Municipality of Greenstone
Director of Public Services
Phone: 807-854-1100 ext. 2060
E-Mail: brian.aaltonen@greenstone.ca

CONSULTANTS

Mika Vanhapelto, PMP
Senior Project Manager – Mechanical Division
TBT Engineering Limited
1918 Yonge Street
Thunder Bay, ON
P7E 6T9

Phone: 807-624-5160
Mobile: 807-632-8676
E-Mail: mvanhapelto@tbte.ca

END OF SECTION

Geraldton WPCP Upgrades

00 08 00 CCDC2 2008 Agreement

CONTRACT AGREEMENT

The contract will be executed via a CCDC2 – 2008.

END OF SECTION

Geraldton WPCP Upgrades

00 08 25 CCDC2 2008 Insurance Requirements

INSURANCE REQUIREMENTS

The Insurance Requirements are those stipulated in CCDC41 2008 with the minimum requirements as per Appendix D of Section 00 40 00 Bid Form.

END OF SECTION

Geraldton WPCP Upgrades

00 20 00 Instructions to Bidders

Geraldton WPCP Upgrades

00 20 00 Instructions to Bidders

Part 1 GENERAL

INVITATION

- .1 Bid Call
 - .1 Tenders will be received by the Owner on Bidding on **THURSDAY, JUNE 9, 2022** at or before **3:00 p.m. local time**.
 - .2 Offers submitted after above time shall be returned to bidder unopened.
 - .3 Submit Supplementary Bid Information Form within 48 hours after Bid closing time.
 - .4 Tender results will be sent to all tenderers.
 - .5 Amendments to submitted offer will be permitted if received in writing prior to bid closing and if endorsed by same party or parties who signed and sealed offer.

INTENT

- .1 Intent of this Bid call is to obtain an offer to perform the upgrades work at the Geraldton Water Pollution Control Plant (WPCP) located at 320 Clarke Ave East, Geraldton, ON for a Stipulated Price contract, in accordance with Contract Documents.
- .2 The schedule provided below is for guidance only and the Municipality reserves the right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date
Tender Release Date	THURSDAY, MAY 19, 2022
Mandatory Site Meeting	THURSDAY, MAY 26, 2022
Question Submission Deadline	FRIDAY MAY 27, 2022 at 3:00 p.m. Local Time
Deadline for Posting Addenda	THURSDAY, JUNE 2, 2022 at 1:00 p.m. Local Time
Closing Date and Time	THURSDAY, JUNE 9, 2022 No Later Than 3:00 p.m. Local Time
Estimated Award of Contract	THURSDAY, JUNE 23, 2022
Earliest Start Date	THURSDAY, JULY 07, 2022
Earliest Start Date to Issue PO for Pre-Selected Equalization Tank Supplier	THURSDAY, JULY 14, 2022
Completion of Works	THURSDAY, August 14, 2023

- .3 Initiate work within time stated dates.

CONTRACT DOCUMENTS IDENTIFICATION

- .1 Contract Documents are identified as PS-2022-07.

CONTRACT/BID DOCUMENTS

- .1 Agreement Form.
- .2 Definitions
 - .1 Contract Documents: Defined in CCDC 2 - 2008 Edition, Definitions.
 - .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form and Bid Supplementary Forms identified herein.
 - .3 Bid, Offer, or Bidding: Act of submitting an offer under seal.
 - .4 Bid Price: Monetary sum identified in Bid Form as an offer to perform work.
- .3 Availability
 - .1 Bid Documents are found on Biddingo.
 - .2 NA.
 - .3 Bid Documents are made available only for purpose of obtaining offers for this project. Their use does not confer license or grant for other purposes.
 - .4 NA
- .4 Examination
 - .1 Upon receipt of Bid Documents verify that documents are complete.
 - .2 Immediately notify Consultant upon finding discrepancies or omissions in Bid Documents.
- .5 Queries/Addenda
 - .1 Direct questions in writing only to Brian Aaltonen, Director of Public Services, Municipality of Greenstone, brian.aaltonen@greenstone.ca with cc to Mika Vanhapelto, PMP, TBTE, mvanhapelto@tbte.ca
 - .2 Addenda may be issued during bidding period. All addenda become part of Contract Documents. Include costs in Bid Price.
 - .3 Verbal answers are only binding when confirmed by written addenda.
 - .4 Clarifications requested by bidders must be in writing. Reply will be in form of an addendum, a copy of which will be forwarded to known bidders no later than five (5) working days before receipt of Bids. **Please refer to dates in Section 1.2.2 of this Instructions to Bidders (ITT).**
- .6 Product/System Options
 - .1 Where Bid Documents stipulate a particular product, specified product shall form the basis of the bid and shall be supplied for the Work without exception in any detail, subject to allowable substitutions as approved. Where several products are specified, any one of the specified items is acceptable as long as the delivery date does not impact the requirements of the Municipality.

- .2 A request to substitute a product can be made during the tender period at which time the Consultant may approve it as an equal if the proposed item exceeds the specified product or provides a cost savings to the owner. Final determination of the acceptability of substitution shall be at the discretion of the owner and consultant whose decision shall be final and without recourse.
- .3 In submission of substitutions to products specified, Bidders shall include any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in work necessitated by use of substitutions shall not be considered.
- .4 Submission shall provide sufficient information to enable Consultant to determine acceptability of such products.
- .5 Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
- .6 Unless substitutions are submitted in this manner and subsequently accepted, provide products as specified.
- .7 Approval to submit substitutions prior to submission of Bids is not required.

ABILITY AND EXPERIENCE OF BIDDER AND SUBCONTRACTORS

- .1 The Municipality reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources and experience to successfully execute and complete the work in the specified time.
- .2 The contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. The list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The Municipality has the right to reject any of the subcontractors so named. In this event, the contractor shall arrange to have the work done by such other subcontractor as may be approved by the Municipality.
- .3 As part of this Tender package standard forms for listing any subcontractors have been included. The Bidder shall include the completed forms with their submission of Tender.

INTERPRETATION OF TENDER DOCUMENTS

- .1 Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Municipality.
- .2 If a Bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Municipality via Biddingo by clicking the "Submit a Question" button associated with the bid opportunity. The Municipality cannot be held liable for any oral explanation or interpretation provided.

- .3 Any and all addenda issued prior to the closing date will be posted on the Municipality's Bid Opportunities website Biddingo for downloading by bidders. It is the bidder's sole responsibility to download and include all addenda issued with the tender submission.
- .4 Bidders attempting to contact Municipality staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

BIDDERS TO INVESTIGATE

- .1 The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work.
- .2 In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of contract.

SITE ASSESSMENT: MANDATORY SITE EVALUATION

- .1 Site Examination and Meeting
 - .1 Visit project site and surrounding area before submitting Bid.
 - .2 A **one-time Mandatory Site Evaluation** and Meeting for bidders to the project site has been arranged as follows:

Geraldton WPCP: 320 Clarke Ave East, Geraldton, ON, on **THURSDAY, MAY 26, 2022 at 11:30 a.m.**

Please remember to bring PPE to the site visit; boots, hard hat, reflective vest and mask are required for onsite visit.
 - .3 General contractors and major sub-trades are invited.
 - .4 Representatives of Owner and Consultant will be in attendance.
 - .5 Information relevant to Bid Documents will be recorded in Addendum and issued to Bidders who register on the Bidders List.
- .2 Parties are required and expected to adhere to the Occupational Health and Safety Act (OHSA), Public Health guidelines and all other applicable legislation in regard to ensuring the protection of their employees while on Municipal property. The Contractor will be responsible for providing their own PPE in accordance with the OHSA, Public Health guidelines and all other applicable legislations.
- .3 Bidders must sign-in with the Consultant representative conducting the site meeting. Failure to register (sign in) with the Consultant representative conducting the site meeting will result in your bid being disqualified.
- .4 Each Bidder must visit the site of the work before submitting a tender and must satisfy himself by personal examination as to the local conditions to be encountered during the design, delivery, installation and commissioning of the work. Each Bidder shall make his own estimate of the difficulties to be encountered. Bidders shall not claim at any time after submission of their tender

that there was any misunderstanding of the terms and conditions relating to site conditions.

QUALIFICATIONS

- .1 No bid shall be accepted from any contractor, its principals, directors or any officer of that firm, or another related person, as determined by the Director of Public Services of the Municipality in his or her sole and unreviewable discretion, with whom the Municipality is engaged with in unresolved litigation.
- .2 Bidders must demonstrate that they have the necessary staffing, facilities, experience, abilities and financial resources to perform the work in a satisfactory manner. Contractor is to provide list of three representative projects which demonstrate a proven track record complete with references. Use the form Appendix A included in the Bid Form. **Failure to provide references and details of experience may result in submission not being considered.**
- .3 Owner reserves right to reject a proposed subcontractor for reasonable cause.
- .4 Refer to CCDC 2 Article GC 3.8 of General Conditions.

BID SUBMISSION

- .1 Bid Ineligibility
 - .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, shall at discretion of Owner, be declared informal.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared shall, at discretion of Owner, be declared informal.
 - .3 Bids that fail to include security deposit, bonding or insurance requirements shall, at discretion of Owner, be declared informal.
 - .4 Bids are only from bidders registered with the Municipality representative at the **Mandatory Site Evaluation**. Bids from unsolicited bidders shall be returned unopened.
- .2 Submissions
 - .1 Bidders shall be solely responsible for delivery of their Bids in manner and time prescribed.
 - .2 **Submit electronic copy** of executed offer on Bid Forms provided, signed and with corporate seal together with required security, clearly identified with Bidders name, Project name, RFT No. PS-2022-07, and Owner's name and address.
 - .3 Improperly completed information, irregularities in security deposit or bid bond, shall be cause not to declare Bid informal.

BID ENCLOSURES / REQUIREMENTS

- .1 Bid Security

- .1 Bids shall be accompanied by security deposit as follows: Bid Bond from a surety licensed by law to do business in the Province of Ontario and made payable to The Corporation of the Municipality of Greenstone, or Certified Cheque of Irrevocable Unconditional Bank Letter of Credit in amount of ten percent (10%) of **Total Bid Price** as reported in the Bid Form.
- .2 Bid bonds must be irrevocable for at least ninety (90) days from the date of bid opening.
- .3 In the event that:
 - .1 The successful Bidder does not execute the Contract and provide bonds, insurance and other documents, within seven (7) days after being so requested, the Municipality may use such Bidder's bid security as partial payment for such further and other damages as the Municipality may suffer as a result of such Bidder's actions. The Municipality may then accept any Tender, not accept any Tender, and/or advertise for new Tenders. Use of a Bidder's bid security shall not limit the Municipality's ability to recover damages through other permissible means, including without limitation through civil litigation.
- .4 Bidders must upload their Tender Deposit in the bid submission file labelled "Tender Deposit" using one of the following format options:
 - .1 **Option # 1: A Digital Bid Bond (preferred by the Municipality)**
 - .1 If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on the Surety Association of Canada's website. Information at this site includes the following:
 - .1 A list of third parties that provide online surety digital bond services. The Municipality does not endorse or promote any third party digital bond service provider.
 - .2 An industry checklist which digital bonds provided should meet.
 - .2 All instruction details for accessing authentication should be included with the up-loaded Bond.
 - .2 **Option # 2: A Scanned Bid Bond in PDF Format**
 - .1 To use this option, the Bidder must scan and upload a PDF format copy of the paper Bid Bond. Bidders should request that their Surety uses an ink seal or, if an embossed seal is used, the Bidder should pencil shade over the embossed seal prior to scanning to allow the seal to be visible in the scanned copy.
- .5 If requested, the original bid bond must be delivered to the Municipality, Purchasing Representative within 48 hours of the request being made. Should the Bidder not produce the requested original bond within the time limit the Municipality may disqualify their bid.
- .6 Endorse Bid Bond or certified cheque in name of Owner as obligee, signed and sealed by principal (Contractor) and surety.

- .7 Use latest edition CCDC approved bond forms.
 - .8 Security deposit will be returned after delivery to Owner of required Performance and Labour and Materials Payment Bond(s) by accepted bidder.
 - .9 Security deposits shall be returned to unsuccessful bidders within a reasonable time after consideration and award of the contract.
 - .10 If no contract is awarded, all security deposits will be returned.
- .2 Agreement to Bond.
- .1 Submit with Bid Form and Bid Bond, a Consent of Surety, stating that surety is willing to supply a Performance and Labour and Materials Payment Bond in the amount of 50% of the contract.
 - .2 Include cost of bonds in Bid Price.
 - .3 A certified cheque in the amount of 50% of the contract amount is an acceptable alternative to the bonding requirements.
- .3 Performance Assurance
- .1 Accepted Bidder must provide Performance and Labour and Materials Payment Bond as described when selected bidder is asked to enter into a contract. The bond shall continue in force for the length of the project, including any maintenance periods.
 - .2 Include cost of bonds in Bid Price.
- .4 Insurance
- .1 Provide signed "Undertaking of Insurance" on standard form provided by insurance company stating intention to provide insurance to Bidder in accordance with insurance requirements of Contract Documents.
 - .2 The successful bidder shall, at its own expense, obtain and maintain until the termination of the contract, and provide the Municipality with Comprehensive General Liability Insurance on an occurrence basis for an amount not less than Five Million Dollars (\$5,000,000.00) and shall include the Municipality as an additional insured with respect to the Municipality's operations, acts and omissions relating to its obligations under this Agreement. Such policy is to contain a Cross Liability Clause and include Complete Operations coverage for 12 months from Completion, Blanket Contractual Liability, Contingent Employers Liability, Non-owned Automobile Liability, Broad Form Property Liability in accordance with CCDC41 and Excavation.
- .5 Bid Form Requirements.
- .1 Bidder, in submitting an offer, agrees to complete work over the duration indicated in Contract Documents.
 - .2 Refer to Bid Form for inclusion of taxes.
- .6 Bid Signing
- .1 Bid form shall be signed under seal by Bidder.

- .2 Sole Proprietorship: Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature. Affix seal.
- .3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word "Partner" under each signature. Affix seal to each signature.
- .4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with in Bid envelope.
- .5 Joint Venture: Each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.
- .6 Contractor shall fill in Appendix B List of Sub-Contractors in the Bid Form with all sub-trade information and pricing used in the preparation of their Bid Price.
- .7 Appendices to Bid Form
 - .1 APPENDIX A - PROVEN TRACK RECORD OF CONTRACTOR
 - .2 APPENDIX B - LIST OF SUB-CONTRACTORS
 - .3 APPENDIX C: MANDATORY SUBMITTAL FORM
 - .4 APPENDIX D – CERTIFICATE OF INSURANCE - \$5Million
 - .5 APPENDIX E– SPECIAL PROVISIONS
 - .6 APPENDIX F- Covid-19 PROCEDURES

OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer
 - .1 Bids shall remain open to acceptance and irrevocable for a period of Ninety (90) days after the Bid closing date.
- .2 Right to Accept or Reject Bids: The Bid shall be based upon the whole of the Specifications and Contract Documents, without reservation.
 - .1 The Owner reserves the right to accept or reject any or all offers.
 - .2 The Municipality of Greenstone reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.
 - .3 The Tender must be submitted on the forms provided, which shall be completely filled out and shall be duly executed by signing officer(s) of the corporation. Tenders may be deemed invalidate if the forms are not properly or fully completed. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose. If a bid for an item is no cost, enter 0.

- .4 Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the Contract Administrator will, upon request, give the requisite information.
 - .5 Unacceptable or Unbalanced Tenders: Each item in the Tender shall be a reasonable price for such item. Under no circumstance will an unbalanced Tender be considered. The Municipality will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then the Municipality will reject it.
 - .6 If the Unit Prices and total amount of the extensions named by the Bidder in the proposal do not agree, the Unit Prices will be accepted as correct. The corrected extensions will be considered as representing the Bidders intentions.
- .3 Acceptance of Offer
 - .1 After acceptance, Owner will issue to successful Bidder, written Bid acceptance.
 - .2 After a Bid has been accepted, unsuccessful Bidders security deposits will be returned and other requested enclosures.

AWARD OF CONTRACT(S)

- .1 The Municipality of Greenstone intent is to award the entire contract to one bidder.

LITIGATION

- .1 No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arm's length corporation of the bidder.
- .2 Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

REQUIREMENTS AT TIME OF EXECUTION/PRIOR TO COMMENCEMENT OF WORK

- .1 Immediately after acceptance of the Tender by the Owner(s), the successful Bidder shall provide the Owner(s) with any required documents within 10 business days of the date of notification of award.
- .2 The successful bidder will be required to submit the following documentation, in form satisfactory to the Municipality of Greenstone, at the time of the execution of the contract.
 - .1 Executed Agreement
 - .2 Insurance Documents in compliance with the Tender Documents
 - .3 Workplace Safety and Insurance Board Clearance Certificate

.4 Contractor Health and Safety Plan

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

- .1 The Bidder The Municipality of Greenstone supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Municipality of Greenstone must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Municipality receive training on accessible customer service.
- .2 All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations
- .3 Access an e-learning course: The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the following website: <http://accessforward.ca/>
- .4 Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): <https://www.ontario.ca/laws/regulation/110191>
- .5 Accessible formats or communication supports are available upon request.

MUNICIPALITY FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- .1 Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.
- .2 If the Bidder wishes to protect from disclosure any or all of the documents that are submitted to the Municipality as part of their bid, a letter shall be submitted as an attachment to the Form of Proposal to the attention of the Clerk, stating any or all of the documents that the Proponent wishes to protect, referencing the above-mentioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

HOURS OF WORK

- .1 Normal hours of work at this job site are Monday to Friday – 7:00 a.m. - 5:00 p.m. Work required outside normal hours shall be coordinated with the Owner. Any required electrical shutdown(s) for electrical power outages to be coordinated with both the Owner and the Consultant to suit accommodate building operational requirements.

CERTIFICATES AND OTHER REQUIRED SUBMITTALS

- .1 Prior to the commencement of any work under this contract the contractor will file with the Municipality, to the attention of the Director of Public Services at the Municipality of Greenstone the following:
 - .1 WSIB Clearance Certificate
 - .2 Certificate of Insurance listing “The Corporation of the Municipality of Greenstone” as an Additional Insured (Appendix D of Section 00 40 00 Bid Form).
 - .3 Contractor Prequalification HS201 (Appendix A.4 of Section 00 40 00 Bid Form).

END OF SECTION

Geraldton WPCP Upgrades

00 40 00 Bid Form

BID FOR THE GERALDTON WPCP UPGRADES

PROJECT NO. _____
Municipality of Greenstone

1. SUBMISSION

The following Bid is hereby submitted to:

The Corporation of the Municipality of Greenstone
1800 Main Street
Geraldton, ON
P0T 1M0 – Canada

Hereinafter referred to as “the Municipality” or “the Owner”

This proposal is submitted by:

Name of Company

Street Address

City or Town

Postal Code

Telephone

e-mail

Facsimile

Signatures and Corporate Seal

Print Name of Signing Officer

Signature of Officer

Print Name of Witness

Signature of Witness

(Place Corporate Seal over signatures)

Date (dd/mm/yyyy)

hereinafter called the “Bidder”

(We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the bidding information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this bid) and having secured all of the information necessary to enable the submission of this bid, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the **Total Bid Price** (including HST – Amount reported in Item No. 50 of Bid Price Breakdown Table) of:

\$ _____ **Canadian**
 (Insert Bid Price in Numbers)

Repeat TOTAL STIPULATED PRICE in writing:

Canadian Dollars

(Insert Bid Price in Words, Bid Price indicated above takes precedence over sum of Individual Amounts Below)

2. BID PRICE BREAKDOWN

For the purpose of this Bid the term “Provide” is defined as: supply, install, test, commission, training and demonstrating and place into successful operation.

Bid Price Breakdown Table:

No.	DESCRIPTION	QTY	UNIT	AMOUNT (\$)
1	SECTION 01 - GENERAL REQUIREMENTS	1	LS	\$
2	SECTION 02 - SITE WORK	1	LS	\$
3	SECTION 03 - CONCRETE	1	LS	\$
4	SECTION 04 - MASONRY	1	LS	\$
5	SECTION 05 - METALS	1	LS	\$
6	SECTION 06 - CARPENTRY	1	LS	\$
7	SECTION 07 – THERMAL AND MOISTURE PROTECTION	1	LS	\$
11	SECTION 11 - EQUIPMENT			
a.	Pre-Selected Glass-Fused Equalization Tank (Supply, Delivery, And Erection (Inclusive of all taxes and duties except for HST)	1	LS	\$522,257.00
b.	Chemical Dosing System With All Its Appurtenances	1	LS	\$

c.	Other Works Under SECTION 11	1	LS	\$
13	SECTION 13 – SPECIAL CONSTRUCTION			
a.	Pre-Engineered Fiberglass Building	1	LS	\$
b.	Emergency Gas Scrubber System	1	LS	\$
15A	SECTION 15 – MECHANICAL (PROCESS)	1	LS	\$
16A	SECTION 16A - ELECTRICAL	1	LS	\$
16B	SECTION 16B – INSTRUMENTATION AND CONTROLS	1	LS	\$
40	TOTAL STIPULATED PRICE: (EXCLUDING HST)			
45	HST Amount			
50	TOTAL Bid PRICE: (Including HST)			

Notes:

1. The Successful Contractor shall provide a Detailed Breakdown of Prices Schedule that will form the basis of the monthly progress payments. All work is to be completed in accordance with the Contract Documents.
2. Payment will be for all work to complete the items as specified herein, detailed on the Contract Drawings and specified in the Contract Specifications Sections.

3. OWNERS RIGHT TO EVALUATE BIDS

We understand that the Owner reserves the right to evaluate the bid in such a manner that is there are additions or deletions to the base bids, these additions or deletions may be used to determine a total bid price and may have a bearing on award of this contract.

4. OWNERS RIGHT TO REJECT BIDS

We understand that the Owner reserves the right to reject the lowest or any bid without cause.

5. ADDITIONS AND DEDUCTIONS

The Bidder agrees that, if this bid is accepted by the Owner:

it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,

the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Bidder of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of a Contract Change Order

previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

The Bidder agrees that, if this bid is accepted by the Owner the prices applicable to work referred to in paragraph 1.5.1 above shall be determined as follows:

1. The Schedule of Bid Prices (Detailed Breakdown of Prices Schedule) shall apply where applicable.
2. If the above Schedule is inapplicable, the prices shall be determined in accordance with the General Conditions or as amended by the Supplementary General Conditions.

6. ADDENDA

We acknowledge that we have received, reviewed and provided in our Bid Price for all work and costs associated with the following addenda:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

7. CONTRACT TIME

We agree to commence the Work and finalize the agreement with the Equalization Tank (EQT) Pre-Selected Supplier within fourteen and twenty-one days from the date the PO, respectively and perform all the work needed to prepare the piling system and foundation for the EQT in a way to allow the supplier to erect the tank before the winter. In addition, we recognize the importance of supplying and erecting the chemical system at the plant by the end of summer 2022.

We agree to proceed continuously with the works to completion and achieve Total Completion by **August 14th, 2023**.

8. DECLARATIONS OF BIDDER

The Bidder declares that no person, firm or corporation other than the Bidder has any interest in this bid or in the proposed Contract.

The Bidder declares that this bid is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a bid for the same Work and is in all respects fair and without collusion or fraud.

9. CONDITIONS OF BID

This bid is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other bid has been previously accepted or not. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday, the time for acceptance shall be extended to the first following business day.

10. DISCLAIMER

The Bidder agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Bidder to submit this bid, or on which reliance is placed by the Bidder, or which affects this bid.

11. APPENDICES TO BID FORM

The appendices to the Bid Form, referred to in the Instructions to Bidders, included herewith, are the following:

1. APPENDIX A - PROVEN TRACK RECORD OF CONTRACTOR
2. APPENDIX B - LIST OF SUB-CONTRACTORS
3. APPENDIX C: MANDATORY SUBMITTAL FORM
4. APPENDIX D – CERTIFICATE OF INSURANCE - \$5Million
5. APPENDIX E– SPECIAL PROVISIONS
6. APPENDIX F- Covid-19 PROCEDURES

END OF SECTION

APPENDIX A: PROVEN TRACK RECORD OF CONTRACTOR

- A.1: BIDDER'S FINANCIAL CAPABILITY
- A.2: BIDDER'S EXPERIENCE IN SIMILAR WORK
- A.3: HEALTH AND SAFETY POLICY – MUNICIPALITY'S REQUIREMENTS
- A.4: CONTRACTOR PREQUALIFICATION QUESTIONNAIRE OF THE MUNICIPALITY - HS 201 F1

A.1: BIDDER'S FINANCIAL CAPABILITY

FULL TRADING NAME:	
FULL ADDRESS: PHONE: E-MAIL:	
PLACE/YEAR OF INCORPORATION:	
PARENT COMPANY/SUBSIDIARIES (if applicable)	
ANNUAL REVENUE: YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5	
NUMBER OF FULL TIME EMPLOYEES:	
AUTHORIZING SIGNATURE AND TITLE:	
DATE	

The Bidder is asked to present a brief description of its Corporate Structure and Resources.

A.2: BIDDER’S EXPERIENCE IN SIMILAR WORK

Bidders are to provide three (3) completed **similar** project references over the past seven (7) years where he acted as the main General Contractor. A similar project is a project that respects the following criteria:

1. Concrete works (foundations and piling system).
2. Sewer piping works, process and pumping station.
3. Electrical works.
4. I&C works.

DESCRIPTION	PROJECT 1	PROJECT 2	PROJECT 3
Project Name			
Project Location (locality, Province)			
Project Value (CND)			
Project Year / Duration			
Project Description (Scope of Work rendered by Proponent and designated subs)			
Name of Consultant & Contact Person ¹			
Name of Client & Contact Person			

¹ Provide title, name, email, and phone number

A.3: HEALTH AND SAFETY POLICY – MUNICIPALITY’S REQUIREMENTS

Bidders are asked to acknowledge the Health and Safety Policy of the Municipality by signing it where indicated.

**THE CORPORATION OF THE
MUNICIPALITY OF GREENSTONE**

Health and Safety Policy

Contractors	
Policy No: HS 201	Signature:
Initial Approval Date: August 17, 2006	Date Last Revised: March 12, 2012
Council Resolution Number:	

POLICY

The health and safety of any person on The Corporation of the Municipality of Greenstone's property is of utmost importance. All contractors who perform work for the Corporation must comply with established corporate health and safety policies and procedures, as well as all applicable legislation.

Contractors are required to go through a prequalification process, and a Municipal employee monitors their work from time to time. Any contractor who does not perform to the safety standards set out by the Occupational Health and Safety Act and related regulations, may be removed from the premises and have their contract terminated

PROCEDURES

Prior to being hired to provide services for the Corporation, all contractors must complete a Contractor Pre-Qualification Questionnaire.

A designated Municipal employee reviews the questionnaire, and decides if the contractor meets the requirements to perform the work. The completed forms are kept in the contact person's office.

Once a contract has been awarded and signed, the designated contact person provides the contractor with a 'Contractor Orientation', which includes applicable Municipal health and safety policies and procedures, and any hazards that they might encounter. All contractors that receive an orientation, as well as the representative from the Municipality of Greenstone, sign the Orientation form. Orientation information is tailored to the nature of the work being performed by the contractor.

Greenstone's designated contact person monitors the contractor on a regular basis; at least once each week. If the contractor is on site less than a week, the municipal contact person monitors the contractor at least once. A record of his/her findings is made in writing on the contractor monitoring form.

If the contractor, or his employees, violates any of Greenstone's policies or procedures, the municipal contact person documents the violation, and the agreed upon corrective action, on the Contractor Infraction form. The contractor and the municipal contact person sign the form. If the issue is not resolved, the contractor may be removed from the premises and the contract terminated.

Contractors must report to a designated municipal contact person when entering any Greenstone property, and report out when they leave.

The individual with whom the contractor has business is responsible to ensure that reporting is done.

Contractors must have a staff person accompany them to the area where they will be working.

Contractors are expected to wear any personal protective equipment that is required, and comply with Greenstone's rules and regulations.

If a fire alarm is heard, Contractors return to a designated location, unless otherwise instructed.

If a contract worker notices any health and safety or other hazards, they report their concerns to their contact person.

If a Contract worker suffers an injury while on the premises, it must be reported to their contact person, and steps outlined in Greenstone's Accident/Injury Investigation procedure are followed.

In the case of an emergency situation where a Contractor is required, but is not on the Pre-Qualification list, that Contractor may be hired to deal with that emergency provided that they are monitored continuously and are given assistance with job planning, identification of hazards, and control methods. When the emergency job has been completed, that Contractor must go through the pre-qualification process.

FORMS

Contractor Prequalification Form

Contractor Orientation Form

Contractor Monitoring Form

Contractor Infraction Form

TRAINING

Appropriate supervisors receive training in Contractor procedures.

Contractors who are hired to work on site receive an Orientation session.

COMMUNICATION

Periodic communiqués may be distributed periodically to inform employees about contractor procedures.

**A.4: CONTRACTOR PREQUALIFICATION QUESTIONNAIRE OF THE MUNICIPALITY - HS
201 F1**

The successful bidder is asked to fill Form HS 201 F1 as per the requirement of Greenstone Municipality.

**Corporation of the Municipality of Greenstone
Contractor Prequalification Questionnaire
HS 201 F1**

Name of Contractor _____	Phone _____	Fax _____
Address of Contractor _____		
Number of Employees _____		
Nature of Business (Please describe) _____		
Construction _____	Maintenance _____	Service _____ Other _____

**Provide 5-year cost and frequency record from WSIB (Contractor to obtain from WSIB, Prevention Services)
Current WSIB clearance certificate (CAD7, NEER, or MAP)**

Does your company have a health and safety policy? Yes ___ No ___

If yes, submit a copy of the policy

Do you have a program in place to implement the policy? Yes ___ No ___

Do you have a Joint Health and Safety Committee? Yes ___ No ___

If yes, please provide a copy of the minutes from three meetings

Does your company have an orientation program? Yes ___ No ___

Do you have a training program for foremen or supervisors? Yes ___ No ___

If yes, does it include instruction on the following: (please check yes responses)

	Yes
Safe Work Practices	
Safety supervision	
Site Safety Meetings	
Emergency Procedures	
First Aid	
Accident Investigations	
Workplace Inspections	
Site Specific Orientations	
Personal Protective Equipment	
Other (please specify)	

Does your company have a training program for employees? Yes ___ No ___

If yes, please attach a list of all of the training provided over the last three years, to each employee who will be assigned to work at the Municipality of Greenstone (one sheet per employee)

sheets attached _____

Do your workers have any trades certificates for the work being performed Yes ___ No ___

If yes, please provide photocopies

sheets attached _____

Do you hold site safety meetings? Yes ___ No ___

If yes, how frequently? Daily _____ Weekly _____ Bi-weekly _____
Monthly _____ As needed _____ Other: _____

Do you conduct project safety inspections? Yes ___ No ___

If yes, who conducts this inspection (title) _____
How often is it conducted? _____

Is appropriate PPE provided for employees? Yes ___ No ___

If yes, please list the PPE that will be provided for this job _____

Do you have a program to ensure that PPE is inspected and maintained? Yes ___ No ___

Please describe: _____

Does your organization have an individual assigned to safety? Yes ___ No ___

If yes, please provide the name of the individual _____
What percentage of his/her time is devoted to safety activities? _____

Have you had any orders or charges written by the Ministry of Labour? Yes ___ No ___

If yes, please describe: _____

Name of Individual Completing Questionnaire

Title

The information presented here, is accurate as of the date of signing. I agree to notify the Municipality of Greenstone of any changes that may affect this document. We understand that failure to do so could result in cancellation of current or future work.

For the Corporation of the Municipality of Greenstone Use Only:

Has the contractor submitted the required information?
Is this a contractor with which Greenstone will do business?

Yes ___ No ___
Yes ___ No ___

Comments: _____

Person Designated to Sign for the Municipality of Greenstone

Date

Post Contract Evaluation

Did the contractor comply with the Occupational Health and Safety Act?
Did the contractor comply with Greenstone's policies and procedures?
Was the contractor issued any Contractor Infraction forms?
If yes, were they resolved to your satisfaction?
Do you recommend using this contractor again?

Yes ___ No ___
Yes ___ No ___
Yes ___ No ___
Yes ___ No ___
Yes ___ No ___

Comments: _____

**Corporation of the Municipality of Greenstone
Designated Contact Person**

Date

END OF SECTION

APPENDIX C: MANDATORY SUBMITTAL FORM

(This **FORM must be** completed and returned with the Submitted Offer)

Proponent Covenant:

I/We the undersigned authorized signing officer of the Proponent, hereby declare that no person, firm or corporation other than the one represented by the signature below, has any interest in this submission.

I/We further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We further declare that this submission is made without collusion, connection, knowledge, or comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair.

I/We understand that this may result in the rejection of our submission if this declaration is found to be untrue.

I/We have received, allowed for and included as part of our submission all issued Addenda.

I/We have received _____ (state number) addenda.

PRINT LEGAL NAME OF FIRM

MAILING ADDRESS

CITY
CODE

PROVINCE

POSTAL

NAME OF CONTACT PERSON (PRINT)
NUMBER

PHONE

FAX NUMBER
NUMBER

CELLULAR

EMAIL ADDRESS

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF AUTHORIZED OFFICIAL (PRINT)

DATE

Submitted **PROPOSAL** PS-2022-07 via Biddingo to the Municipality of Greenstone via the nominated Contract Administrator on the closing date: _____ 2022.

END OF SECTION

APPENDIX D – CERTIFICATE OF INSURANCE - \$5 Million

Bidders are asked to present proof of liability insurance from their insurance company duly signed and dated in form of a certificate.

The insurance company name and policy number shall cover at least the below:

- *Commercial General Liability with a minimum liability of \$5 million per occurrence. The General Liability Policy includes all coverages related to Bodily Injury and Property Damage Liability; Products and Completed Operations; Non-Owned Automobile Liability; Cross Liability.*
- *Auto liability, which must cover all vehicles owned by or operated by or on behalf of the Insured, with a minimum requirement of \$5 million.*
- *Contractor's equipment.*
- *Builder's risk...*

The Certificate confirms that the Policies are in full force and effect and will not be amended to materially restrict coverage or cancelled without 30 days prior written notice given to the Municipality.

The successful bidder is asked to provide the Certificate of Insurance which shall list "The Corporation of the Municipality of Greenstone" as an Additional Insured.

END OF SECTION

APPENDIX E– SPECIAL PROVISIONS

1. Description of Work

This section outlines in general the work to be done under the Contract at the Geraldton Water Pollution Control Plant (GWPCP). The project consists of undertaking civil, structural, process, electrical, and I&C works, which include the following:

1. Wastewater piping system deriving the excess influent from the overflow structure at the headworks of the plant towards the equalization tank (EQT).
2. Construction of a wet well with a submersible pump to feed the EQT.
3. Construction of the EQT (piles; piping beneath foundation; foundation; tank with dome).
4. Supply and erection a chemical dosing system for phosphorous reduction enclosed in a prefabricated building.
5. Supply and erection of an emergency gas scrubber.
6. Construction of an outfall pipe replacing the old existing pipe.
7. Integrated SCADA system.

The completed Work will provide Owner with an overflow arrangement at the headworks of the Plant to handle influent flows that exceed the design peak flow of the Plant; an equalization tank with its accompanying pumping station, valve chambers and piping arrangement; an Alum dosing system; an emergency gas scrubber; an; and a larger outfall pipe.

In addition to constructing the works shown on the Drawings, the Contractor is to design, construct, and maintain, unless otherwise specified or shown on the Contract drawings, temporary works and facilities required for the construction of the works. Remove temporary works and facilities when construction is completed. Temporary works and facilities include, but are not limited to the following:

1. All security and safety fencing whether permanent or temporary
2. Sheeting and shoring systems for excavations whether part or all is left in place or not
3. Excavation dewatering systems
4. Formwork for concrete
5. Falsework and bracing for formwork or for other parts of the works while under construction
6. Bracing and shoring for partially completed steelwork or other assembly
7. Scaffolding
8. Electrical, instrumentation, and water services
9. Snow removals
10. Grass cutting
11. Temporary vehicular access and parking development, maintenance, and restoration
12. Erosion control measures
13. Dewatering siltation ponds
14. Temporary bypass pumping
15. Temporary supports for the removal of existing equipment and/or the installation of new equipment.

2. Scope of Work

The Scope of the completed Work is to provide the Owner with an overflow arrangement at the headworks of the Plant to handle influent flows that exceed the design peak flow of the Plant and reduce the phosphorous concentration in the effluent.

3. Bidder's Supervision On-Site

The Bidder shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Bidder's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by subcontractors.

4. Bidder's Schedule and Hours of Work

Under this Contract, the Bidder shall not work on Saturdays, Sundays or Statutory Holidays (except as instructed by the Project Manager in case of an emergency).

The Bidder may commence operations in the morning at 8:00am and shall terminate operations no later than 5:00pm.

5. Disposal

Disposal of materials shall be such as not to be unsightly or potentially unsightly when viewed from the street and shall be carried out in an environmentally acceptable manner.

The contractor shall maintain the work and its site in a tidy condition and free from an accumulation of waste material and debris.

Before the issuance of a Final Certificate of Completion the contractor shall remove all surplus materials, debris and waste from the site of work.

6. Private Property

The Bidder shall assume full responsibility for crossing or making use of private property and shall obtain all necessary permission in connection therewith.

7. Permits and Licenses

The Contractor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees associated with such to complete the work.

8. Materials

The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail. All materials, unless specified, must conform to the applicable industry standard.

The Municipality reserves the right to reject any supplier and/or materials at their sole discretion.

The cost for all material testing shall be borne by the Contractor. The Municipality reserves the right to perform correlation testing at any time. Should any test not conform to the Specifications, the Engineer may disqualify that particular lot of material.

9. Delays

If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, deductions will be made to the final payment certificate for all reasonable damages associated with such delayed performance in the amount of, but not limited to, \$5,000 [any losses or damages due to delays].

END OF SECTION

APPENDIX F- COVID-19 PROCEDURES

Bidders are asked to acknowledge the implementation of the Province of Ontario and Municipality of Greenstone Covid-19 Procedures as long as they are required.

END OF SECTION

Geraldton WPCP Upgrades

00 60 00 Form of Agreement

FORM OF AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2022.

BETWEEN:

The Corporation of the Municipality of Greenstone

(hereinafter called "the Municipality")

-and-

(hereinafter called "the Contractor")

WHEREAS the Corporation of the Municipality of Greenstone is desirous that certain Works should be completed, namely [Project Name] in the Municipality of Greenstone and has accepted the Tender by the Contractor for the completion of such Works,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, namely
 - i) Form of Agreement
 - ii) Addenda
 - iii) Standard Specifications
 - iv) Drawings
 - v) Bid Form
 - vi) General Conditions of Contract
 - vii) Instructions to Bidders
- 3) In consideration of the payments to be made by the Municipality to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Municipality to complete the Works in conformity in all respects with the provisions of the Contract.
- 4) The Municipality hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Contract Administrator, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract, against the Municipality or Contract Administrator or his/her designate.
- 5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

)	
)	
)	_____
)	I/We have the authority to bind the Municipality of Greenstone
)	_____
)	Per:
)	
)	
)	_____
)	Renald Beaulieu, Mayor Municipality of Greenstone
)	
)	
)	I/We have the authority to bind
<i>[insert name of entity/corporation]</i>)	_____
)	Per:
)	
<i>[Signature]</i>)	_____
)	
<i>[insert name]</i>)	_____
)	
<i>[Title]</i>)	_____
)	

END OF SECTION