BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054

GM BLUEPLAN ENGINEERING LIMITED

June 2017
Our File: 513-061 / 515-054
INDEX

of Contract Documents
in Order of Appearance

Addenda No. ____ to No. ____ inclusive
Tender Advertisement
Articles of Agreement (Form of Agreement for this Contract)
Certificate of Liability Insurance (Standard Form of Insurance Industry Acceptable)
Form of Tender
    Schedule of Unit Prices
    List of Subcontractors
Information to Bidders
Engineer’s Report including Special Provisions – Bird Municipal Drain (513-061, under separate cover)
Engineer’s Report including Special Provisions – Cole Municipal Drain (515-054, under separate cover)
BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054

TENDER ADVERTISEMENT
Sealed Tenders, clearly marked as to contents, will be received by the owner, at 41342 Morris Road Brussels, Ontario until 1:00 pm Local Time, on:

Thursday June 29th, 2017

for the construction of the Bird Municipal Drain and the Cole Municipal Drain. The tenders will be opened publicly the same day at 1:05pm.

ESTIMATED MAJOR ITEM QUANTITIES:

**BIRD MUNICIPAL DRAIN (513-061)**
- 219.5m of open ditch cleanout
- One 6m long section of 800mm diameter corrugated steel pipe (CSP) outlet pipe
- 15m of 800mm diameter corrugated steel pipe (CSP) for new field crossing
- 182m of existing open ditch fill in
- 195m of 450mm diameter and 639m of 400mm diameter concrete field tile
- 3 – 600mm x 600mm and 2 – 900mm x 1,200mm catchbasins
- 196m of 600mm diameter and 20m of 450mm diameter HDPE pipe
- 252m long clay berm construction including clay key trench and spillway

**COLE MUNICIPAL DRAIN (515-054)**
- Dewatering for construction of new field crossing
- 16m of 1,200mm diameter corrugated steel pipe (CSP)
- 120m² rip rap (60m² rip rap at each end of new field crossing)

Plans, Specifications, and Tender Forms may be obtained at the office of GM BluePlan Engineering Limited, 235 North Centre Road, Suite 103, London, Ontario on starting at 1:00pm on Thursday June 15, 2017. Digital copies of the tender documents will also be available. Copies of the tender documents will not be available by courier.

A tender deposit in the amount of $18,000 shall accompany all tenders, in the form of a certified cheque or Bid Bond made payable to the Municipality of Morris-Turnberry.

The lowest or any tender will not necessarily be accepted. **Construction is anticipated to commence 10 days after contract award and be totally complete by December 29, 2017.**

**OWNER**
The Municipality of Morris-Turnberry
P.O. Box 310
41342 Morris Road
Brussels, Ontario N0G 1H0
Ms. Nancy Michie, Clerk-Treasurer
Tel: 519-887-6137
Fax: 519-887-6424
Email: nmichie@morristurnberry.ca

**DRAINAGE ENGINEER**
GM BluePlan Engineering Limited
235 North Centre Road, Suite 103
London, ON N5X 4E7
Brad Bunke, P. Eng.
Tel: 519-672-9403
Fax: 519-800-8301
Email: brad.bunke@gmblueplan.ca
BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054

ARTICLES OF AGREEMENT
ARTICLES OF AGREEMENT
BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054

THIS AGREEMENT made the _________________ of _________________ 20__.

BETWEEN:

(herein and throughout the Contract Documents called the “Contractor”)

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
P.O. Box 310
41342 Morris Road
Brussels, Ontario N0G 1H0

(herein and throughout the Contract Documents called the “Owner”)

WITNESSETH that in consideration of the sum of Five Dollars ($5.00) now paid by each of the parties hereto to the other of them (receipt whereof is hereby acknowledged) and of the mutual covenants, conditions, and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

ARTICLE I

a) This Agreement together with the Addenda, Special Provisions, Contract Drawings (including Standard Drawings), Specifications, Tender, Supplemental General Conditions, General Conditions, and Working Drawings constitute the “Contract” and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

b) Four (4) copies of the Contract which have been prepared by GM BluePlan Engineering Limited, 235 North Centre Road, Suite 103, London, Ontario, N5X 4E7, acting as, and herein (and throughout the Contract) entitled the “Engineer” have been signed for identification by both parties.

ARTICLE II

The Contractor undertakes and agrees:

a) To supply all materials and to perform all the work described in this Contract.

b) To totally complete the work described in this Contract as follows:

- Total Completion – December 29, 2017
All requests for extensions of said completion dates shall be by true verified email, fax or public courier to the Owner and the decision of the Engineer with respect to such requests is to be considered final and binding upon the Contractor and the Owner.

c) To guarantee that under normal operating conditions and until the issuance by the Engineer of the “Final Certificate” mentioned in sub-clause (b) of Article III hereof, the said work shall be maintained in such condition as will meet with the approval of the Engineer and the appropriate officials of the Municipality of Morris-Turnberry.

The decision of the Engineer is to be final and binding on the Contractor and the Owner as to the nature and cause of any imperfections and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Engineer within forty-eight (48) hours after written notice may result in the Engineer having the work performed and the cost thereof being deducted from the amount due to the Contractor.

d) To guarantee the work performed under this contract for a period of one year after the “Acceptance of the Work” by the Owner. This guarantee shall cover (i) the workmanship and/or quality of any part of the project and/or materials supplied and placed by the Contractor and (ii) any liability claims arising because of poor or inferior workmanship and/or quality of any part of the project and/or materials supplied and placed by the Contractor. This one year period will be termed the maintenance period.

e) To furnish a Liability Insurance Policy in accordance with Section J - “Liability Insurance”, in the “Information to Bidders” and the General Conditions of this Contract. The Contractor shall furnish the Liability Insurance at his/her own expense.

ARTICLE III

The Owner undertakes and agrees:

a) That the Contractor shall receive payment for work done and materials supplied according to the Unit Prices contained in the Schedule of Unit Prices, which is attached to this Agreement, is considered part of the Form of Tender and forms part of this Contract.

b) That the Contractor shall be entitled to receive payments monthly at the rate of Ninety Percent (90%) of the value of the work actually done and materials in place according to the estimate of the Engineer, less all forfeitures and deductions provided for in the Contract. These payments shall be made on Progress Certificates of the Engineer, which will be based on approximate estimates only, and must not be construed as an acceptance of the work so estimated or as an admission of liability by the Owner in respect thereof. Forty-six (46) days after the completion of the whole work, and in accordance with Section GC 8.02 as soon thereafter as practicable a “Completion Certificate for Payment” will be issued by the Engineer at the rate of One Hundred Percent (100%) of the amount due under this Contract including all extras and deductions except for the 3% maintenance security described in Article III (c) below.

All requests for certification of completion must be accompanied by the Contractor’s Statutory Declaration of Payment.

c) Maintenance Security

The Contractor shall provide to the Owner for the duration of the one year maintenance period a warranty security in the amount of 3% of the total contract value.
The maintenance security, which shall, at no time, be a part of the statutory lien holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of Substantial Performance of the Work the full value of the required warranty security has been retained.

ARTICLE IV

The following is an exact enumeration of the Contract Drawings and Specifications:

**Contract Drawings Bird Municipal Drain (513-061)**

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plan and Details</td>
</tr>
<tr>
<td>2</td>
<td>Profile and Details</td>
</tr>
<tr>
<td>3</td>
<td>Sections</td>
</tr>
<tr>
<td>4</td>
<td>Field Crossing Details</td>
</tr>
<tr>
<td>5</td>
<td>Berm Details</td>
</tr>
</tbody>
</table>

**Contract Drawings Cole Municipal Drain (515-054)**

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plan</td>
</tr>
<tr>
<td>2</td>
<td>Profile and Details</td>
</tr>
</tbody>
</table>

Ontario Provincial Standard Drawings (OPSD) where referred to shall apply.

**Specifications**

1. Information to Bidders
2. Special Provisions
3. Construction Specifications
4. General Conditions of Contract (OPS General Conditions of Contract)
5. Ontario Provincial Standard Specifications (OPSS) where referred to shall apply mutatis mutandis

ARTICLE V

In case of any inconsistency or conflicts between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

1. This Agreement
2. Addenda
3. Information to Bidders
5. Contract Drawings
6. Construction Specifications
7. Standard Specifications
(8) Standard Drawings
(9) Instructions to Tenderers
(10) Form of Tender
(11) General Conditions of Contract
(12) Working Drawings
ARTICLE VI

If and whenever either party hereto desires to give notice to the other party or to the Engineer under or in connection with this Contract, such notice will be effectively given if sent by true verified email, fax or public courier mail addressed to:

The Contractor at:

- and to the Owner at: The Corporation of the Municipality of Morris-Turnberry
P.O. Box 310
41342 Morris Road
Brussels, Ontario N0G 1H0
Attention: Nancy Michie, Clerk-Treasurer
Tel: 519-887-6137
Fax: 519-887-6424
Email: n michie@morristurberry.ca

- and to the Engineer at: GM BluePlan Engineering Limited
235 North Centre Road, Suite 103
London, ON N5X 4E7
Attention: Brad Bunke, P.Eng.
Tel: 519-672-9403
Fax: 519-800-8301
Email: brad.bunke@gmblueplan.ca

and will be considered as having been so given upon true verification of date and origin of the correspondence.
ARTICLE VII

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents as the day and year first written.

SIGNED, SEALED AND DELIVERED

in the presence of

Witness

Mayor

Witness

Clerk

Witness

Contractor
CERTIFICATE OF LIABILITY INSURANCE

____________________________________________
(Insurance Company)

TO: The Corporation of the Municipality of Morris-Turnberry
   P.O. Box 310
   41342 Morris Road
   Brussels, Ontario N0G 1H0

This is to certify that ____________________________________
(Contractor)

Whose address is _________________________________________

has comprehensive liability insurance in this company under Policy Number _______________________
covering legal liability for damages because of:

   a) Bodily injury, sickness or disease, including death at any time resulting therefrom.

   b) Damage to or destruction of property of others caused by accident.

Subject to a limit of liability of not less than $2,000,000.00 inclusive for any one occurrence or accident
which inference applied in respect of all operations, including liability assumed under Contract with the Owner.

This policy expires on ________________________ and will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the Owner.

__________________________________________  ___________________________
       Date                                   Signed
FORM OF TENDER
FORM OF TENDER
BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054

Tender by ______________________________________________
a Company duly incorporated under the laws of ____________________________
and having its head office at ____________________________________________

G.S.T./H.S.T. Registration No.: _________________________________________

TO: The Council of the Municipality of Morris-Turnberry
   The Corporation of the Municipality of Morris-Turnberry
   P.O. Box 310
   41342 Morris Road
   Brussels, Ontario N0G 1H0

The Tenderer having carefully examined the locality and site of the proposed works, and all Contract
Documents relating hereto, including the Form of Tender, Information to Bidders, Special Provisions,
Specifications, General Conditions, Form of Agreement, Contract Drawings and Addenda No. _____
to _____* inclusive, hereby tenders and offers to enter into a Contract to construct the said works in
accordance with the Contract Documents, including all applicable Federal and Provincial Sales Taxes,
for the sum of:

Dollars and __________ Cents ($__________) subject to such additions and deductions as may be
ascertained in accordance with the Contract.

The aforesaid sum is made up as in the Schedule of Unit Prices attached hereto.

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

The Tenderer declares that no corporation, firm or person, other than the Tenderer has any interest in
this Tender or in the proposed Contract for which this Tender is made.

The Tenderer agrees to execute whatever additional or extra work, and to the deletion of any work, as
may be ordered by the Engineer, in strict conformity with the Contract, and that payment for additions to
the work or deletions therefrom, shall be determined in accordance with the applicable provisions of the
Agreement and General Conditions of the Contract.

* The Tenderer will insert here the numbers of the Addenda received by him/her during the tendering
period and taken into account by him/her in preparing his/her tender.
BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054
TENDER SUMMARY

<table>
<thead>
<tr>
<th>TOTAL TENDER SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION A - BIRD MUNICIPAL DRAIN</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A.1 CONSTRUCTION - BIRD MUNICIPAL DRAIN</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A.2 WORK ON S. PT. LOT 9&amp;10 CONCESSION 6 (NEW FIELD CROSSING AND PARTIAL DRAIN CLOSE-IN)</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A.3 WORK TO BE DONE ON N. PT. LOT 11&amp;12 CONCESSION 7 (BERM CONSTRUCTION)</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A.4 WORK ON THE MUNICIPALITY OF MORRIS-TURNBERRY ROAD ALLOWANCE STA. 0+409 TO 0+429 AND STA. 0+624 TO 0+644</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A - BIRD MUNICIPAL DRAIN</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>SECTION B - COLE MUNICIPAL DRAIN</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION B.1 WORK TO BE DONE ON S. PT. LOT 9&amp;10 CONCESSION 6</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>TENDER SUB-TOTAL (ALL SECTIONS)</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>HARMONIZED SALES TAX (H.S.T.) 13 % OF TENDER SUB-TOTAL</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>TOTAL TENDER PRICE (SUB-TOTAL + H.S.T.)</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

Note: We agree that the Total Tender Price includes an Allowance for HST of $____, and that this Allowance is only an estimate of the amount of HST which will be paid. The Engineer will determine the actual amount of HST to be paid.
## SECTION A.1 - CONSTRUCTION - BIRD MUNICIPAL DRAIN

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SPEC NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1.1</td>
<td>D-2, CS</td>
<td>Open ditch cleanout - Sta. 0+007.5 to 0+227</td>
<td>100%</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.2</td>
<td>C-1, CS</td>
<td>Supply and install rip rap on geotextile (32 tonne, 40m²) at outlet - Sta. 0+227</td>
<td>40.0</td>
<td>m²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.3</td>
<td>C-1, CS</td>
<td>Supply 6m of 800mm diameter CSP complete with rodent grate</td>
<td>6.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.4</td>
<td>C-1, CS</td>
<td>Install 800mm diameter CSP complete with rodent grate - Sta. 0+227 to 0+233</td>
<td>6.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.5</td>
<td>C-3, CS</td>
<td>Supply 195m of 450mm diameter concrete field tile</td>
<td>195.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.6</td>
<td>C-3, CS</td>
<td>Install 450mm diameter concrete field tile - Sta. 0+429 to 0+624</td>
<td>195.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.7</td>
<td>C-3, CS</td>
<td>Supply 639m of 400mm diameter concrete field tile</td>
<td>639.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.8</td>
<td>C-3, CS</td>
<td>Install 400mm diameter concrete field tile - Sta. 0+644 to 1+283</td>
<td>639.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.9</td>
<td>C-5, CS</td>
<td>Supply and install 1 - 600mm x 600mm catch basin complete with birdcage grate - Sta. 1+283</td>
<td>1.0</td>
<td>ea.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.10</td>
<td>C-5, CS</td>
<td>Rip rap at catch basin (10m²) - Sta. 1+283</td>
<td>10.0</td>
<td>m²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.11</td>
<td>C-8, CS</td>
<td>Allowance for 19mm diameter clear crushed stone bedding (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>1,900.00</td>
<td>1,900.00</td>
</tr>
<tr>
<td>A.1.12</td>
<td>C-7, CS</td>
<td>Allowance for stoney conditions (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>2,400.00</td>
<td>2,400.00</td>
</tr>
<tr>
<td>A.1.13</td>
<td>CS</td>
<td>Contingency Fund at approx. 5% of construction (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>2,300.00</td>
<td>2,300.00</td>
</tr>
</tbody>
</table>

**SUB-TOTAL SECTION A.1 - CONSTRUCTION - BIRD MUNICIPAL DRAIN**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SECTION A.2 - WORK ON S. PT. LOT 9&10 CONCESSION 6 (NEW FIELD CROSSING AND PARTIAL DRAIN CLOSE-IN)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SPEC NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.2.1</td>
<td>C-11, CS</td>
<td>Sediment and erosion control, dewatering</td>
<td>100%</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2.2</td>
<td>C-10, CS</td>
<td>Supply 15m of 800mm diameter CSP, complete with Granular 'A' base and backfill, rip rap at ends, and topsoil and seed top</td>
<td>15.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2.3</td>
<td>C-10, CS</td>
<td>Install 800mm diameter CSP, complete with Granular 'A' base and backfill, and rip rap at ends, topsoil and seed top, including removal of existing field crossing - Sta. 0+007.5 to 0+007.5</td>
<td>15.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2.4</td>
<td>C-2, CS</td>
<td>Supply 176m of 600mm diameter HDPE pipe</td>
<td>176.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: Please see the Special Provisions Section and Construction Specifications Section in the Bird Municipal Drain Revised Report for detailed specifications.*

*CS = Construction Specification*
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.2.5 Install 600mm diameter HDPE pipe - Sta. 0+233 to 0+409</td>
<td>176.0</td>
<td>m</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.6 Supply and install 1 - 900mm x 1,200mm catch basin complete with birdcage gate - Sta. 0+409</td>
<td>1.0</td>
<td>ea.</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.7 Rip rap at catch basin (8 tonne, 10m$^2$) - Sta. 0+409</td>
<td>10.0</td>
<td>m$^2$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.8 Fill in existing ditch - Sta. 0+227 to 0+409</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.8.1 Import Granular 'A'</td>
<td>690.0</td>
<td>tonne</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.8.2 Import fill</td>
<td>510.0</td>
<td>m$^3$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.8.3 Import topsoil</td>
<td>455.0</td>
<td>m$^3$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.9 Placement of fill (including on-site excavated material)</td>
<td>100%</td>
<td>L.S.</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.10 Grassed swale - Sta. 0+227 to 0+409</td>
<td>182.0</td>
<td>m</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.11 Compensation Construction - Tree Planting (supply only)</td>
<td>45.0</td>
<td>ea.</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.2.12 Allowance for 19mm diameter clear crushed stone bedding (40 tonne) (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 800.00</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>A.2.13 Sediment and Erosion Control (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 1,500.00</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>A.2.14 Contingency Fund at approx. 5% of construction (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 3,400.00</td>
<td>$ 3,400.00</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A.2 - WORK ON S. PT. LOT 9&amp;10 CONCESSION 6 (NEW FIELD CROSSING AND PARTIAL DRAIN CLOSE-IN)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

SECTION A.3 - WORK TO BE DONE ON N. PT. LOT 11&12 CONCESSION 7 (BERM CONSTRUCTION)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.3.1 Clear, grub and strip topsoil for construction of berm</td>
<td>100%</td>
<td>L.S.</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.3.2 Expose and remove section of ex. Drain (Sta. 1+283 to upstream of clay berm)</td>
<td>100%</td>
<td>L.S.</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.3.3 Clay key trench construction (approx. 200m$^3$ of clay)</td>
<td>200.0</td>
<td>m$^3$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.3.4 Clay berm construction including spillway and spillway rip rap (approx. 820m$^3$ of clay)</td>
<td>820.0</td>
<td>m$^3$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>A.3.5 Contingency Fund at approx. 5% of construction (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 1,100.00</td>
<td>$ 1,100.00</td>
</tr>
<tr>
<td>SUB-TOTAL SECTION A.3 - WORK TO BE DONE ON N. PT. LOT 11&amp;12 CONCESSION 7 (BERM CONSTRUCTION)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

*CS = Construction Specification

Note: Please see the Special Provisions Section and Construction Specifications Section in the Bird Municipal Drain Revised Report for detailed specifications.
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.4.1</td>
<td>Supply 20m of 600mm diameter HDPE roadway culvert, complete with granular base and backfill</td>
<td>20.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.2</td>
<td>Install 600mm diameter HDPE roadway culvert, complete with granular base and backfill including the removal and reinstatement of the existing CSP surface roadway culvert - Sta. 0+409 to 0+429</td>
<td>20.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.3</td>
<td>Supply 20m of 450mm diameter HDPE roadway culvert, complete with granular base and backfill</td>
<td>20.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.4</td>
<td>Install 450mm diameter HDPE roadway culvert, complete with granular base and backfill - Sta. 0+624 to 0+644</td>
<td>20.0</td>
<td>m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.5</td>
<td>Supply and install 1 - 900mm x 1,200mm catch basin complete with birdcage grate - Sta. 0+429</td>
<td>1.0</td>
<td>ea.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.6</td>
<td>Supply and install 2 - 600mm x 600mm catch basins complete with birdcage grate - Sta. 0+624 and Sta. 0+644</td>
<td>2.0</td>
<td>ea.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.7</td>
<td>Rip rap at catch basin (10m² at each catch basin) - Sta. 429, Sta. 0+624, Sta. 0+644</td>
<td>30.0</td>
<td>m²</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL SECTION A.4 - WORK ON THE MUNICIPALITY OF MORRIS-TURNBERRY ROAD ALLOWANCE STA. 0+409 TO 0+429 AND STA. 0+624 TO 0+644**

*Note: Please see the Special Provisions Section and Construction Specifications Section in the Bird Municipal Drain Revised Report for detailed specifications.*
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SPEC NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.1</td>
<td>C-5, CS</td>
<td>Dewatering</td>
<td>100%</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B.1.2</td>
<td>C-6, CS</td>
<td>Clearing and Grubbing</td>
<td>100%</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B.1.3</td>
<td>C-5, CS</td>
<td>Light duty silt fence</td>
<td>100%</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B.1.4</td>
<td>C-2, CS</td>
<td>Supply and install 16m of 1,200mm diameter CSP - Sta. 0+277 to 0+293</td>
<td>16.0</td>
<td>m</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B.1.5</td>
<td>C-1, CS</td>
<td>Rip rap (60m$^2$ at each end of crossing)</td>
<td>120.0</td>
<td>m$^2$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B.1.6</td>
<td>C-3, CS</td>
<td>Granular 'A' base and backfill</td>
<td>550.0</td>
<td>tonne</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B.1.7</td>
<td>C-4, CS</td>
<td>Allowance for 19mm clear crushed stone (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>$800.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>B.1.8</td>
<td>CS</td>
<td>Contingency Fund at approx. 10% of construction (Provisional)</td>
<td>100%</td>
<td>L.S.</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

**SUB-TOTAL SECTION B.1 - WORK TO BE DONE ON S. PT. LOT 9&10 CONCESSION 6**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**SECTION B SUB-TOTAL (ALL SECTIONS)**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*CS = Construction Specification

^Note: Please see the Special Provisions Section and Construction Specifications Section in the Cole Municipal Drain Report for detailed specifications.
The Tenderer agrees that this Tender is subject to a formal Contract being prepared and executed.

The Tenderer agrees that this Tender will remain open to acceptance and the prices herein tendered will remain firm and unchanged for a period of sixty (60) days after the opening of Tenders and the Owner may at any time within this period, accept this Tender whether any other Tender has been previously accepted or not.

A tender deposit consisting of a Certified Cheque or Bid Bond in the amount of Four Thousand Seven Hundred Dollars ($18,000.00), made payable to the Municipality of Morris-Turnberry is attached. The Tenderer agrees that the tender deposit may be used in whole, or in part, by and at the discretion of the Owner if the Tenderer fails to enter into a Contract for this work when notified.

The Tenderer agrees to construct the works completely by December 29, 2017 stipulated in Article II of the Agreement and as detailed in parts D and E of the Information to Bidders. The Tenderer agrees to commence construction within 10 days of acceptance of their tender.

The Tenderer agrees that the amounts of $2,300.00, $3,400.00, $1,100.00, and $1,800.00 under Items A.1.13, A.2.14, A.3.5, and B.1.8 (respectively) are provided solely as a Contingency Fund for the convenience of accounting by the Owner. The Tenderer agrees that there shall be no payment thereof except for extra or additional work carried out in accordance with the Contract and only to the extent of such work or additional work.

The Tenderer declares that he/she has completed the attached statement listing Subcontractors to be used.

Dated at _______________________ this ________________ day of ____________________ 20__. 

SIGNATURE OF TENDERER

____________________________________

____________________________________

NOTE: The Tender must be signed in the name of the tendering Company by the duly authorized offices and the Corporate seal must be affixed.
LIST OF SUBCONTRACTORS

The Tenderer shall name and list all Subcontractors used in making their Tender stating the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

CONTRACTOR: ____________________________

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR</th>
<th>ADDRESS</th>
<th>EXTENT OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Employment of Subcontractors not included on this list will be prohibited unless authorized in writing by the Engineer.
BIRD MUNICIPAL DRAIN / COLE MUNICIPAL DRAIN
MUNICIPALITY OF MORRIS-TURNBERRY
CONTRACT No.: 513-061 / 515-054

INFORMATION TO BIDDERS
## A. CONTRACT PARTICULARS & SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Obligee’s Name and Address</strong></td>
<td>The Corporation of the Municipality of Morris-Turnberry</td>
</tr>
<tr>
<td><strong>Description and Location of Work</strong></td>
<td>Construction of a new Municipal Drain, S. Pt. Lot 9&amp;10, S. Pt. Lot 11&amp;12 Concession 6, N. Pt. Lot 11 Concession 7 (Bird Municipal Drain). Construction of a new field crossing, S. Pt. Lot 9&amp;10 Concession 6 (Cole Municipal Drain).</td>
</tr>
</tbody>
</table>
B. GENERAL TYPE OF CONTRACT


C. LOCATION


D. COMMENCEMENT DATE

Contractor to commence work within ten (10) calendar days after receipt of notice to do so (weather and site conditions permitting as assessed by the Engineer).

E. TIME FOR COMPLETION

Total Completion by December 29, 2017 (based on construction to start no later than 10 days after contract award).

F. STAGING AND SCOPE OF THE WORK

Work is anticipated to commence 10 days after contract award and must be totally completed by December 29, 2017. The Contractor will be allowed to work from 7:00 a.m. to 7:00 p.m., Monday to Friday. Additional hours may be permitted under certain circumstances approved by the Engineer.

Where the work requires blocking access to the driveway of a residence, the Contractor shall provide the occupants with 24 hours advance notice.

G. LIQUIDATED DAMAGES AND WORKING DAYS

(i) Liquidated Damages

For the purposes of this section, the “Owner” refers to the Municipality of Morris-Turnberry or the landowners assess to the Municipal Drain.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the above completion time, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by any reason of such delay and the parties hereto agreed that the Contractor will pay to the Owner the sum of Five Hundred Dollars ($500.00) per day plus engineering costs for liquidated damages for each and every calendar day's delay in finishing the work after the completion date noted elsewhere and it is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period after the said completion date.

The Owner 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 Owner.

The Contractor shall not be assessed with liquidated damage for any delay caused by
natural disasters or criminal activity, Acts of the Province or any Foreign Nation, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-contractors due to such causes.

(ii) **Extension of Completion Time**

An extension of time *may* be granted in writing *by the Engineer* in the event of the work being delayed beyond the prescribed time for completion. Such extension shall be for such time as the Engineer may prescribe, and the Engineer may fix the terms on which the said extension may be granted. An application for an extension of time shall be made in writing by the Contractor, to the Engineer at least fifteen (15) days prior to the date of completion fixed by the Contract.

H. **MATERIALS SUPPLIED BY CONTRACTOR**

The Contractor shall supply all materials used on this project that conform to the appropriate specifications.

I. **DEPOSIT WITH TENDERS**

Every Tender shall be accompanied by a deposit in the form of a Certified Cheque payable to the Municipality of Morris-Turnberry, or a Bid Bond, in the amount of Eighteen Thousand Eight Hundred Dollars ($18,000.00).

The tender deposits of all Tenderers except the two lowest Tenderers will be returned within ten (10) days from the date of opening Tenders. The tender deposits of the two low Tenderers will be retained until a Tender has been accepted and the documents required herein have been furnished to the satisfaction of the Solicitor and Engineer for the Owner save that if a Tenderer has not been notified that his/her Tender has been recommended to the Owner for acceptance within 60 days after the date of opening Tenders, his/her tender deposit will be returned on demand and if a Tender has not been accepted and an Agreement executed within 90 days after the date of opening Tenders any remaining tender deposit will be returned.

After the execution of the Contract, the tender deposit of the successful Tenderer, and that of the second low Tenderer, will be returned. The demand for the return of a tender deposit in accordance herewith or the return of a tender deposit by the Owner to a Tenderer whose Tender has not been accepted shall constitute the expiry of the validity of the Tender.

Except as otherwise herein provided the Tenderer guarantees that if his/her Tender is withdrawn before the Owner shall have considered the Tenders or before or after he/she has been notified that his/her Tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the said period of ten (10) days and as required herein, the Agreement executed by the Tenderer, and the other documents required herein, the Owner may retain the tender deposit for its own use and may accept any Tenders, advertise for new Tenders, negotiate a Contract or not accept any Tender as the Owner may deem advisable.

J. **LIABILITY INSURANCE**

(i) **Liability Insurance**

The Liability Insurance carried by this Contractor shall name:
Information to Bidders
Contract No.: 513-061 / 515-054
Bird Municipal Drain / Cole Municipal Drain

- The Municipality of Morris-Turnberry
- GM BluePlan Engineering Limited
- All Subcontractors

as additional insured thereunder.

K. EXECUTE CONTRACT

The party to whom this Contract is awarded will be required to execute the Contract within ten (10) days notice including Sunday or a legal holiday, from the date of notification mailing from the Engineer to the Tenderer, according to the contact information given by him/her that the Contract is ready for signature.

L. TENDERER TO INVESTIGATE

Tenderers must satisfy themselves by personal examination of the site and location of the proposed works as to the local conditions to be met with during the construction and contract of the work, and the Tenderers shall satisfy themselves as to the nature of the sub-surface materials and conditions.

M. ITEMS

The parts of the work have been divided into items, in order to enable the Tenderer to tender for the different portions of the work in accordance with his/her estimate of their cost, so that in the event of an increase or decrease in the quantity of any particular item or work, the actual quantities executed may be paid for at the rate stated for that particular item of work in the Tender Form subject to the basis of payment laid down for each item in the Specifications.

N. ABILITY AND EXPERIENCE OF TENDERER

It is not the intention of the Owner to award this Contract to any Tenderer who does not furnish satisfactory evidence that he/she has ability and experience in this class of work, and that he/she has sufficient capital and plant to enable him/her to prosecute and complete the same successfully and to complete it in the time named in the Contract.

O. TENDER FORMS

One set of plans, specifications and tender forms will be issued upon request to each prospective Tenderer at the GM BluePlan Engineering Limited Office, 235 North Centre Road, Suite 103, London, Ontario, N5X 4E7. Digital copies of the tender documents are available. Copies of the tender documents will not be available by courier. The Engineer may from time to time, issue Addenda to the Contract and reserves the right to issue the Addenda by true verified email, fax or public courier. It is the bidder’s responsibility to ensure they have received all addenda.

P. RIGHT TO ACCEPT OR REJECT TENDERS

The Owner reserves the right to reject any or all Tenders or to accept any Tender other than the lower Tender should it be deemed in the interest of the Owner to do so.

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

The Tender shall be irrevocable for a period of sixty (60) days following the date of Tender
Closing.

Q. INFORMAL TENDERS

Tenders which are incomplete, conditional or obscure, or which contain additions not called for,
erasures, alterations or irregularities of any kind, may be rejected as informal.

** Tenderers may, at their option, submit a letter to accompany their tender. The inclusion of
any such letter will not be considered as rendering the tender “informal” if the letter deals
only with any or all of the following matters:

(a) The Tenderer’s requirements for security or guarantee of payment.
(b) The Tenderer’s alternate completion date if the date specified is not acceptable.
(c) The Tender’s proposed work schedule.

R. UNBALANCED TENDERS

Each item in the Tender Form shall be a reasonable price for such item. Under no
circumstances will an unbalanced Tender be considered. The Owner and the Engineer shall be
the sole judge of such matters and should any Tender be considered to be unbalanced, the
same may be rejected by the Owner.

S. PREPARATION OF PLANS AND SPECIFICATIONS AND ADMINISTRATION OF
CONTRACT

The Plans and Specifications were prepared by GM BluePlan Engineering Limited, 235 North
Centre Road, Suite 103, London, Ontario, N5X 4E7, who will inspect the construction of the
work for conformity with the plans and specifications and administer the contract. Additional
Plans or working drawings showing details in accordance with which the work is to be
constructed will be furnished from time to time by the Engineer if found necessary, and shall
then become a part hereto.

T. SUBCONTRACTOR

The Tenderer shall submit, with his/her Tender, a full list (with addresses) of the Subcontractors
he/she proposes to use on the project if his/her Tender is accepted. Employment of
Subcontractors not included on this list will be prohibited unless authorized in writing by the
Engineer.

U. SETTING OUT OF WORK (contractor layout)

All setting out of the work, if necessary, shall be performed by the Contractor.

The checking of any setting-out or of any line or level by the Engineer shall not in any way
relieve the Contractor of his/her responsibility for the correctness thereof and the Contractor
shall carefully protect and preserve all benchmarks, sight rails, pegs, stakes and other items
used in setting out the work.
V. PERIOD OF GUARANTEED MAINTENANCE

The period of Guaranteed Maintenance shall extend for twelve (12) months after the date of substantial performance as determined by the Engineer.

Any defects in materials or workmanship which appear within a period of twelve (12) months from the date of granting substantial performance by the Engineer shall be rectified at the Contractor's expense.

This provision shall apply to all deficiencies, including but not limited to, trench settlement, erosion or slumping, structure damage, pipe breaks or any such work which may be constructed before the expiration of the 12 month Guarantee Maintenance Period.

All requests for certification of completion must be accompanied by the Contractor's Statutory Declaration of payments made.

W. TENDER

Each Tender shall include one complete set of Tender Forms marked “Contractor Shall Submit This Copy”. The Tenderer shall give the total tender price both in words and in figures and shall fill in all blank spaces for unit prices, item prices, lump sums, and any other information in the Tender Form.

X. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify the Engineer, preferably in writing and not later than eight (8) days before the closing date for tenders. If the Engineer considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an addendum to all who have taken out tender documents.

No oral explanation or interpretation shall modify any of the requirements or provisions of the tender documents.

Y. ITEMS TO BE INCLUDED IN TENDER

The Contractor's unit prices shall be deemed to include:

(a) The cost of cleaning up the site by removing all rubbish and surplus materials and leaving the site in a neat and tidy order upon completion of the Contract.
(b) The required fees for all necessary municipal and other permits as may be required.
(c) Release of liability letter signed by all property owners who accepted excess fill material from this project.

Z. QUANTITIES ARE ESTIMATED

The quantities shown for unit price items in the Form of Tender are estimated only and are for the sole purpose of indicating to Tenderers the general magnitude of the work. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.
The Engineer has the right to increase or reduce the quantities required or to suspend or omit any item or portion of the work at any time as he/she may deem advisable. The Contractor shall not be entitled to any compensation for loss of anticipated profit as a result of the deletion of any item or part of an item from the work.

The Owner reserves the right to reduce the tender quantities, before the start of construction, as may be required by budget limits. The Contractor will be notified in writing of the items and amounts to be reduced.

AA. ASSISTANCE

The Contractor is to furnish the Engineer or any of his/her assistants with any reasonable assistance which he/she or they may require at any time in checking the works. He/she shall furnish the said parties, or any of the inspectors, at all times, with convenient means of access to all parts of the works, and also with all required assistance to facilitate through examination of the same, and inspection, culling and removal of doubtful or defective material, and for any other purpose required in connection with the said works or in the discharge of their respective duties, for which services no additional allowance will be made.

BB. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall verify the elevations of the existing drainage works using the benchmarks provided by the Engineer, before drain construction commences, and this information shall be given to the Engineer, to be checked. The Contractor shall provide site supervisors, foremen or superintendents as required and assume all responsibility for control and direction of the work in accordance with Section GC 7.0 in the OPS General Conditions of Contract.

The Contractor shall be responsible for locating any existing utilities, services or obstructions. An up to date copy of all field locate sheets or diagrams provided by a utility locator shall be given to the Engineer and a copy shall be kept on site by the Contractor. The cost of repair of any damaged utility, service or obstruction as a result of the Contractor's operation shall be paid for by the Contractor.

The Contractor shall not operate any vehicle with lugs on paved or concrete surfaces and the cost of repairing any damage from such an operation must be borne solely by the Contractor. The Contractor shall perform the job in such a manner as to prevent damage to any public or private property, building, fixture, or service. Any such damage caused by the Contractor must be repaired at his/her expense and all such claims shall be referred to and settled by the Contractor or his/her agents.

The Contractor, except in an emergency or other circumstance, at least twenty-four hours before commencing any digging, trenching, or excavating, shall notify all companies with underground installations of his/her intention. The Contractor shall also provide adequate notification to other owners of underground installations of his/her intention to excavate in their vicinity in a manner likely to interfere with their functioning and shall indemnify and save harmless, the Owner, for and from any damages.