

THE MUNICIPALITY OF SOUTHWEST MIDDLESEX
REQUEST FOR TENDER NUMBER: 2025-01

LIMERICK LANDFILL CLOSURE, FINAL COVER AND STORMWATER DRAINAGE WORKS

TENDER DOCUMENTS
OCTOBER 24, 2024

FINAL





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THE MUNICIPALITY OF SOUTHWEST
MIDDLESEX

VERSION (0.0)
FINAL

PROJECT NO.: CA0030474.8667
CLIENT REF:2025-01
DATE: OCTOBER 24, 2024

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1 TENDER DOCUMENTS

1.1 INSTRUCTIONS TO BIDDERS

SEALED TENDERS, in envelopes clearly marked as to the contents and showing the Bidder's company name, will be received by:

Mauro Castrilli, C.E.T., Manager of Public Works
The Municipality of Southwest Middlesex
153 McKeller Street, Glencoe, Ontario N0L 1M0
Telephone: (519) 287-2015, Extension 8119
Email: mcastrilli@southwestmiddlesex.ca

The Tender opening date is **Monday, October 28, 2024, at 12:00 noon** local time.

The Tender closing date is **Wednesday, November 27, 2024, at 12:00 noon** local time.

Those interested in bidding are requested to attend a mandatory meeting on site on the following date:

Thursday, November 7, 2024, at 10:00 a.m. local time, at the Limerick Landfill, located at 724 Limerick Road, Bothwell, Ontario. **Bids will not be opened from any company who did not have a representative at the mandatory site meeting.**

Please direct any questions or concerns pertaining to the tender to WSP Canada Inc. in care of Fabiano Gondim, P. Eng., Senior Waste Engineer by email at Fabiano.Gondim@wsp.com up until **Thursday, November 21, 2024, by 5:00 pm**, local time.

The Bid Intent and Overview of Work is provided below in Section 1.3.

1.1.1 SITE EXAMINATION (BIDDER'S SITE MEETING)

- 1) A mandatory pre-Tender Site visit will be scheduled on **Thursday, November 7, 2024, at 10:00 a.m.**, local time. Bidders will be allowed to inspect the Site between 10:00 a.m. and 12:00 noon.
- 2) Each Bidder should visit the site of the work before submitting a Tender and should satisfy themselves by personal examination as to the local conditions to be met during the construction and conduct of the work. Each Bidder shall make their own estimate of the facilities and difficulties to be encountered, including the nature of the subsurface materials and conditions. Bidders are not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to Site conditions.
- 3) Compensation will not be made for failure to make proper Site investigations or to fully understand the nature of the Work.

1.1.2 ADDENDA ISSUED DURING TENDERING

- 1) Proponents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission.

- 2) Addendum/Addenda will be issued through the Bidding System, up to three (3) days prior to Closing Time and Date. However, the County may still issue an addendum for administrative corrections or clarifications within three (3) business days prior to closing date.
 - 3) In the event an addendum is issued within three (3) days prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued.
 - 4) The Municipality encourages Proponents not to submit their Bid prior to three (3) days before the Proposal closing time and date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued, the municipality may, at its sole discretion, disqualify the bid based on incomplete submission. The Proponent is solely responsible to:
 - a. make any required adjustments to their Bid.
 - b. acknowledge the addendum/addenda.
 - 5) Ensure the re-submitted Bid is received by the municipality no later than 12:00:00 noon (local time), on the Bid Closing Date.
-

1.1.3 INFORMAL OR UNBALANCED TENDERS

- 1) Informalities or irregularities noted during the tender opening, or during the review of tenders, will be forwarded to the Municipality of Southwest Middlesex Legislation/Procurement/Communications Officer, or designate for a ruling on whether the informality compromises the tendering process. This ruling will not necessarily happen at the tender opening. The Legislation/Procurement/Communications Officer will decide whether to accept or reject any tender for such informalities after completion of the tender openings. **See Section 1.3.5.6 below for cases where tenders will be automatically rejected during the tender opening.**
- 2) Tenders that contain prices, which appear to be so unbalanced as likely to adversely affect the interests of the owner, may be rejected.
- 3) If a tenderer has omitted to enter a price for an item of work set out in the Form of Tender, he shall be deemed to have allowed elsewhere in the tender for the cost of carrying out the said item of work.
- 4) Wherever the amount Tendered for an item does not agree with the extension of Estimated Quantity and the Unit Price, the Unit Price shall govern the amount, and the Total Price shall be corrected accordingly.
- 5) The Owner will correct mathematical discrepancies by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
- 6) Where the Tender documents do not state a definite completion time and the submitted Tender is based on an unreasonable period of time for completion of the Work, the Tender may be rejected.
- 7) Bidders who have submitted Tenders that have been rejected by the Owner will normally be notified of the reasons for the rejection within ten (10) business days of the specified time and date for Tender closing.

1.2 DEFINITIONS

The following definitions will apply to provide further clarifications to the associated definitions provided in CCDC4 – 2023 Edition.

- 1 "Addenda" or "Addendum"- means a document containing additional information or changes to the Request for Tender issued by the Municipality prior to the closing date.
- 2 "Bid" or "Tender" means an offer submitted by a Bidder or Tenderer in response to a Request for Tender, which includes all the documentation necessary to satisfy the submission requirements of the Request for Tender and "Bids" shall have a corresponding meaning.
- 3 "Bidder" or "Tenderer" means a legal entity, being a person, partnership or firm that submits a Bid in response to a formal Request for Tender and "Bidders" or "Tenderers" shall have a corresponding meaning.
- 4 "Closing Date" means the specified deadline for Bids to be submitted to the Municipality as indicated in the Request for Tender and any subsequent addenda.
- 5 "Contract" - means the agreement covering the performance of the work, including the supply of any and all work, labour, implements, and materials that could reasonably be required properly and satisfactorily to complete the work to be performed and includes the Construction Drawings, Technical Specifications, Contract Bonds and any written supplementary agreements that may be made in order to ensure the completion and maintenance of the work in an acceptable manner.
- 6 "Contract Administrator" means the main contact person for all matters relating to the project. The reference to "Project manager" means the same.
- 7 "Consultant", "Owner's Representative", "Engineer", and "Contract Administrator" shall mean WSP Canada Inc.
- 8 "Contractor" - means the person, partnership or corporation undertaking the execution of the work under the terms of the Contract.
- 9 "Council" means the Municipality of Southwest Middlesex Council.
- 10 "General Conditions of Contract" means Canadian Construction Documents Committee (CCDC) 4 – 2023 Unit Price Contract apply unless modified by the Supplementary Conditions, the Technical Specifications, the Contract Drawings or any other documented listed in the tender and any addenda thereto issued by the Owner.
- 11 "Owner" or "Corporation" - means the Municipality of Southwest Middlesex entering into the Contract with the Contractor.
- 12 "Inspector" - means any person, partnership or corporation that the Municipality or Engineer/Consultant may appoint for the purpose of assisting in the supervision and inspection of the work and the materials to be used in the work.
- 13 "Municipality" - means the Municipality of Southwest Middlesex.
- 14 "Request for Tender" means this Request for Tender package in its entirety, inclusive of all appendices and Addenda/Addendum that maybe issue by the Municipality.
- 15 "Sub-Contractor" - means a person, partnership or corporation undertaking the execution of a part of the work by virtue of an agreement between himself and the Contractor, and who has independent control over the work to be done under such agreement.
- 16 "Technical Specification" - means all written descriptions or instructions pertaining to the method and manner of performing the work, or to the quantities and qualities of the materials to be furnished under the Contract.

- 17 "Tender Documents" include the Tender, the General Conditions, the Supplementary Conditions, the Summary Form of Tender, Detailed Form of Tender Standard Contract Forms, the Technical Specifications, the Contract Drawings, any other documents listed in the Tender and any addenda thereto issued by the Owner.
- 18 "Work" or "Works" (unless the context requires a different meaning) - means the whole of the works, materials, matters and things required to be done or supplied, mentioned or referred to in the Tender Documents including all extra or additional work or materials, matters or things which may be ordered by the Engineer/Consultant.
- 19 The words "Approval", "Directed", "Required", "Considered Necessary", "Authorized", "Acceptable", "Satisfactory", "Provide", or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Contract Administrator.
- 20 The Technical Specifications are referenced to the Ontario Provincial Standards for Construction and Material Specifications as well as the Ontario Provincial Standard Drawings.
- 21 The term "Total Tender Price" shall have the same meaning as "Contract Price" as outlined in CCDC 4- 2023, Article A-4 CONTRACT PRICE.

1.3 BID INTENT

The intent of this Contract is to facilitate the permanent closure of the Limerick Landfill through the completion of landfill cover application (capping), stormwater drainage and related site improvements. Permanent Site closure will be achieved by clearing and grubbing, stripping of topsoil, regrading and spreading existing waste stockpiles, regrading the top of waste layer, applying a final cover system, and constructing stormwater management controls such as perimeter ditches, erosion controls, and flow control measures, and restoring the Site fencing, gates and vegetative cover.

1.3.1.1 OVERVIEW OF WORK

The major items of work to be performed under this contract (herein referred as Work) include:

- .1 Submit for review and execute a Site-Specific Health and Safety Plan, Erosion and Sediment Control Plan, Environmental Management Plan, Waste Management/Disposal Plan, Traffic Control Plan, and pre-constructions submittals for final cover – clayey soil and topsoil.
- .2 Mobilize the Site and conduct a pre-construction topographic survey within the property limits.
- .3 Supply and install protective fencing around on-Site groundwater monitoring wells.
- .4 Supply and install erosion controls and environmental protection measures.
- .5 Supply and install a temporary mud mat at the existing south Site entrance along Limerick Road.
- .6 Engage a drilling subcontractor licensed in the Province of Ontario to install an extension to leachate monitoring well LW-101.
- .7 Clear and grub vegetation within the construction areas located within inferred limit of waste and extents of the proposed perimeter ditches.
- .8 Chip the cleared and grubbed vegetation and either:
 - a) Dispose of at an approved off-Site facility; or
 - b) Use on-Site as landscaping/restoration amendment.
- .9 Strip and temporarily stockpile topsoil within the construction areas.

- .10 Regrade the landfill within the inferred waste limit to the top of waste lines and grades shown on the Construction Drawings (includes regrading existing waste, gravel and soil stockpiles).
- .11 Realign and regrade existing West Ditch 1 & 2, South Ditch 1 and East Ditch 2 & 3 to the lines and grades shown on the Construction Drawings.
- .12 Construct and grade new East Ditch 1 to the lines and grades shown on the Construction Drawings.
- .13 Supply and place rip rap aprons, complete with geotextile, within the ditches at the locations shown on the Construction Drawings.
- .14 Supply and install 300 mm diameter corrugated steel pipe (CSP) culvert, complete with a 100 mm diameter orifice plate as shown on the Construction Drawings, including frost protection, bedding, cover and associated works.
- .15 Supply, place, compact and grade the 600 mm thick clayey cover soil over the re-graded top of waste or soil fill. Clayey soil will either be sourced from local borrow pits or excess soil facilities. Imported soil shall meet the geotechnical and chemical criteria outlined in these Technical Specifications.
- .16 Place and grade 150 mm thick topsoil, obtained from on-Site temporary stockpiles, over the clayey cover soil and within the perimeter ditches.
- .17 Relocate and repair the existing Site fence to the east of the proposed West Ditch 1 & 2, and north of South Ditch 1 and East Ditch 2 as shown on the Construction Drawings.
- .18 Remove and dispose of the gate located at the existing north entrance along Limerick Road and replace it with fence panels.
- .19 Install a new access gate and access road at the existing south Site entrance along Limerick Road.
- .20 Supply and place Seed Mix #1, nurse crop, mulch and fertilizer over the topsoil located within the inferred landfill limits.
- .21 Supply and place Seed Mix #2, nurse crop, mulch and fertilizer over the topsoil located within the perimeter ditches.
- .22 Conduct a post-construction topographic survey within the property limits and submit all post-construction records.
- .23 Demobilize from Site.

Provisional items (to be implemented only if needed and with written approval by Owner or Engineer).

- .1 Supply and place erosion control blanket over the seeded topsoil in accordance with OPSS.MUNI 804.
- .2 Supply and place a winter maintenance crop of Winter Wheat Grain over the topsoil at the rate of 60 kilogram per hectare (km/ha) after the date of winter dormancy period as outlined in Table 3 of OPSS.MUNI 804.
- .3 Engage a drilling subcontractor licensed in the Province of Ontario to install an extension to groundwater monitoring wells MW-102, MW-105 and MW-106.
- .4 Supply, place and compact clayey soil cover as make-up fill to match top of waste lines and grades, as required.
- .5 Supply, place and grade topsoil from an approved off-Site source for use as additional 150 mm thick (minimum) vegetation sustaining layer.
- .6 Remove and dispose of the existing Site fence to the east of the proposed West Ditch 1 & 2, and north of South Ditch 1 and East Ditch 2 as shown on the Construction Drawings.
- .7 Supply and install new 1.8 m chain-link fence to the east of the proposed West Ditch 1 & 2, and north of South Ditch 1 and East Ditch 2 as shown on the Construction Drawings.

1.3.1.2 SITE LOCATION AND DESCRIPTION

The Limerick Landfill (Site) is located at 724 Limerick Road, Bothwell, Ontario. The legal property description is: Lot 23, Concession 3, Township of Mosa, Southwest Middlesex, Ontario.

The Site has been operational since 1971 and consists of a property with a triangular shape and area of approximately 6.27 hectares (ha). Provisional Certificate of Approval (C of A) No. A041902 was issued in August 1980 for the operation of a waste disposal area approved to accept domestic and non-hazardous industrial waste. This C of A was replaced with the Environmental Compliance Approval (ECA) No. A041902 dated June 8, 2020. A copy of the ECA and the legal survey of the Site are provided Appendix A.

1.3.1.3 CONTACT INFORMATION

For inquiries regarding the Tender Specifications, please contact:

Project Manager / Contract Administrator:

Mauro Castrilli, C.E.T., Manager of Public Works
The Municipality of Southwest Middlesex
153 McKeller Street, Glencoe, Ontario N0L 1M0
Telephone: (519) 287-2015, Extension 8119
Email: mcastrilli@southwestmiddlesex.ca

Consultant / Engineer:

Fabiano Gondim, P. Eng., Senior Waste Engineer
WSP Canada Inc.
6925 Century Ave, Mississauga Ontario
Email: Fabiano.Gondim@wsp.com
Phone: +1(647)355-7484

1.3.2 SAFETY

- 1) With regard to the Occupational Health and Safety Act, RSO 1990, as amended 213/91 and Regulations made thereunder, the Contractor shall notify the Ministry of Labour with regard to all requirements of the above Act and Regulations before commencing construction. A copy of the Contractor's notice to the Ministry of Labour shall be provided to the Engineer within ten (10) days after the signing of the Construction Agreement.
- 2) In addition, the Contractor shall be solely responsible for all aspects of safety, including, but not necessarily limited to safety of excavations, equipment, structures, site personnel, public, traffic, vehicles as they are related to the work and construction site.

1.3.3 CONFIDENTIALITY

- 1) All information in these Tender Documents, including any attachments or subsequent communications regarding same, is confidential. Bidder will only share the contents with others within their company on a need-to-know basis for the purpose of preparing Bidder's proposal. Bidder will not divulge, discuss, nor permit to become known, any of Owner's confidential information with any third party without the prior written consent of an authorized Owner's representative. All proposals received by Owner in response to this Tender will be held in strict confidence by Owner.
- 2) Owner will treat all proposals and related information received from Bidder as confidential information and will not disclose any such information to any other third party without prior written consent of Bidder.

- 3) The Bidder shall not refer to this TENDER DOCUMENTS, nor to the Owner's participation in the project or use Owner's name, logo or any trademark or service mark owned by Owner in any advertising, marketing communication, press release or promotional materials without the prior written approval of the Owner.
-

1.3.4 TENDER COMPLETION

- 1) All entries in the Tender shall be clear and legible and made in ink. All items shall be tendered according to any instructions in the Tender documents and with entries made for unit price, lump sum, extensions and totals as appropriate. The Summary Form of Tender (Section 3) and Detailed Form of Tender (Section 4) is to be dated, signed and sealed (where applicable).
 - 2) Alterations may be made providing they are legible and initialled by the Bidder's signing officer. Tenders that are incomplete, conditional, illegible, and obscure or contain additions not called for, reservations, erasures, alterations incorrectly submitted or have irregularities of any kind may be rejected.
 - 3) Bidders must submit the following information before tender closing:
 - a. The Bidder must fill in and submit the unbound section of the Summary and Detailed Form of Tenders.
 - b. Tender Deposit: Each tender must be accompanied by a Tender Deposit, in the form of a Certified Cheque or Bank Draft or Bank Letter of Credit or Bid Bond, in favour of the Municipality of Southwest Middlesex to secure the execution of a formal contract.
 - c. Proposed schedule of construction showing completion of the work in accordance with the working days specified.
 - d. Acknowledgement of Addendum/Addenda
-

1.3.5 TENDER DELIVERY

- 1) Tenders shall be sealed in a plain envelope and clearly marked with the Contract title and the Contract number and addressed to the Owner's contact listed in Section 1.3.1.3. Tenders will be received by the Owner at the time and place designated for receipt of Tenders. The Owner will mark the Tender envelope with the time and date that the envelope was received in the office. The use of any means of delivery of a Tender shall be at the risk of the Bidder.

1.3.5.1 TENDER OPENING

- 1) The Tender envelopes will be opened by the Owner.
- 2) Tenders received after the specified time and date for Tender closing will not be considered.

1.3.5.2 TENDER DEPOSIT AND RELEASE

- 1) Each Bidder shall include a Tender Deposit in the form of a Bid Bond or Certified Cheque in the amount stated in the Tender documents. The value of the Tender Deposit shall be at least three (3) percent of the Summary Form of Tender (Section 3).
- 2) The Tender Deposit (Bid Bond or Certified Cheque) received with the two (2) preferred Tenders, as selected by the Owner, will be retained until the required Contract documents have been received and an agreement

executed with the Owner, following which the Tender Deposit received with these two (2) preferred Tenders will be returned.

- 3) Tender Deposits from all other Bidders will be returned within seven (7) business days of the opening of the Tenders.

1.3.5.3 QUESTION PERIOD

- 1) Bidders with questions related to these Tender Documents, finding errors in, or omissions from the Construction Drawings, Tender Documents or Technical Specifications, or having any doubt as to the meaning or intent of any part of this Tender, must email them to the Owner's contact listed in Section 1.3.1.3.
- 2) Bidder shall provide reference to the applicable Section(s) and Item number(s), before **Thursday, November 21, 2024, by 5:00 pm**, local time. This will allow staff time to respond or to prepare and distribute an Addendum, as necessary, and to allow time for Bidder's to receive and process the new information. Questions received after this date and time will not be addressed.
- 3) There will be no consideration of any claim after submission of the Tender, that there is a misunderstanding with respect to the conditions imposed by the Tender Documents.
- 4) Nothing in the Tender Documents is intended to relieve the Bidder from forming their own opinions and consideration with respect to the matters addressed in the Tender Documents

1.3.5.4 SUBCONTRACTOR QUALIFICATIONS

- 1) There are no specific names of subcontractors previously rejected from working at the Site.
- 2) Bidder will be responsible for selecting qualified and competent subcontractors to perform the Work and ensuring that the subcontractor can satisfy the technical requirements and conditions of the Contract. The Owner reserves the right to reject subcontractors who are not qualified, competent or meeting minimum industry experience.
- 3) Refer to Section 5, CCDC 4, Article GC 3.6 of Part 3 Execution of the Work.

1.3.5.5 TENDER COMPLETION AND SUBMISSION

- 1) Submit the completed Tender in the manner and time prescribed.
- 2) Submit one copy of the executed offer on the Summary Form of Tender (Section 3) and Detailed Form of Tender (Section 4) provided, signed and corporate sealed, in a closed opaque envelope, clearly identified with Bidder's name, project name and Owner's name on the outside.
- 3) Submit a proposed construction schedule for the scope of work shown on the Construction Drawings and contained in the Technical Specifications. The schedule shall take into account the sequence of construction and Contract completion date(s) and must have a level of detail sufficient to show the Project critical path. The schedule must clearly show, in weekly intervals, the logic and timing of major activities, proposed start dates and estimated duration for activities.
- 4) See Section 1.3.5.2 for Tender Deposit requirements.
- 5) Summary Form of Tender and Detailed Form of Tender requirements

- a. The Bidder, in submitting an offer, agrees to complete the Work by the date indicated in the Contract Documents, but may suggest a revision to the Contract Time with an adjustment to the Contract Price.
- b. If a review to the Contract Time is accepted by the Owner, the date of substantial performance will be adjusted when the Contract is executed.
- c. Time is of the essence for this project.

6) Tender Signing

- a. The Summary Form of Tender (Section 3) and Detailed Form of Tender (Section 4) shall be signed under seal by the Bidder.
- b. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words “Sole Proprietor” under the signature. Affix seal to each signature.
- c. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word “Partner” under each signature. Affix seal to each signature.
- d. Limited Company: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer’s capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President-Secretary-Treasurer of the company, a copy of the bylaw resolution of the board of Directors authorizing them to do so must also be submitted with the Bid in the Bid envelope.
- e. Joint Venture: Each party of the joint venture shall execute the Bid under his respective seals in a manner appropriate to such party, as described above, similar to the requirements of a Partnership.

1.3.5.6 TENDER ACCEPTANCE OR REJECTION

- 1) The Owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted.
- 2) Subject to the General Conditions and except as provided hereunder, neither the Owner's agent nor any employee of the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner.
- 3) The recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.
- 4) The following will be cause for the rejection of tenders:
 - a. Invalid / No agreement to bond documentation.
 - b. Invalid / No tender deposit attached or enclosed.
 - c. Invalid/ No supporting information (supervisory personnel, experience, proposed suppliers, construction plant) included.
 - d. Signed Addenda not attached to Form of Tender.

- e. The privilege clause not signed.
 - f. Form of Tender not signed and sealed.
 - g. Any contractor with existing litigation against the Municipality of Southwest Middlesex.
- 5) If any of the above are noted to be missing or incorrect, the Form of Tenders will not be unsealed.
 - 6) The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender Documents.
 - 7) The Tender offer shall be irrevocable for a period of ninety (90) days following the date of Tender closing at the prices Tendered in the Form of Tender.
 - 8) The deposit of the Bidder whose tender is accepted will be forfeited by him to the Owners as liquidated damages should the Bidder fail to execute a contract within 14 days after being notified in writing by the Contract Administrator of the acceptance of his tender, or to supply a satisfactory bond as stipulated in the General Conditions.

1.3.5.7 TENDER WITHDRAWAL OR ALTERATIONS

- 1) A Bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for Tender closing.
- 2) The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this Contract.
- 3) A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature and seal to the Owner who will mark thereon the time and date of receipt.
- 4) The Bidder's name and the Contract number shall be shown on the envelope containing such letter.
- 5) Telegrams, faxes, e-mails or telephone calls will not be accepted.

1.3.5.8 INQUIRIES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

- 1) All enquiries concerning the Tender documents shall be directed to the Owner (See Section 1.3.1.3 for contact details).
- 2) Should a Bidder find omissions from or discrepancies in any of the Tender documents or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the above-designated person without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have taken out the Tender document.
- 3) No oral explanation or interpretation will modify any of the requirements or provisions of the Tender documents.

Upon receipt of the Contract Documents, Bidder should verify that documents are complete and notify Consultant should the documents be incomplete.

1.3.5.9 CONTRACT AWARD PROCEDURES

- 1) No announcement concerning the successful Bidder will be made until a complete report and analysis is prepared by the Consultant.
- 2) A Tender shall not be considered as accepted or rejected until a resolution stating such a declaration is duly passed at a regular council meeting of the Owner.
- 3) The following procedures will apply:
 - a. The Owner will notify the successful Bidder, within the validity period following the Tender opening (subject to Section 1.3.5.6) that his Tender has been accepted.
 - b. Notice of acceptance of Tender will be by telephone and by written notice.
 - c. The required Contract Documents will be sent to the successful Bidder immediately after acceptance of the Tender. The successful Bidder shall fully execute and return the documents together with the Certificate of Liability Insurance and any other required documents to the Owner within seven (7) business days of the date of receipt.
 - d. Following receipt of the properly executed documents, Certificate of Liability Insurance and, where applicable, the Contract bonds, the Contractor will receive written authority to proceed with the Work.

1.3.5.10 PROPOSED CONSTRUCTION SCHEDULE

- 1) The anticipated construction Start Date is **Monday, March 31, 2025.**
 - 2) Achieve Substantial Performance of the Work by **Friday, May 16, 2025.**
 - 3) Achieve Final Completion of the Work by **Friday, May 30, 2025.**
-

1.3.6 TYPE OF CONTRACT (UNIT PRICE)

- 1) Basis of Contract: CCDC 4 – 2023 Unit Price.
- 2) Owner reserves the right to increase or decrease the unit items identified to best meet his interests.
- 3) The Bidder agrees that the Unit Prices shall remain firm for an increase or decrease in estimated quantity of up to 30% as described in Section 6 Supplementary Conditions, Sub-section 6.1.7.

1.3.6.1 INSURANCE

- 1) See Section 5, CCDC 4, Unit Price Contract, Article GC. 11.1 and Supplementary Conditions Section 6.1.9.

1.3.6.2 BONDING REQUIREMENTS

- 1) See Section 1.3.5.2. regarding Tender Deposit (Bid Bond).
- 2) Where required in the Summary Form of Tender (Section 3) the Bidder shall include with the Tender the Agreement to Bond in the appropriate form, jointly executed by the Tenderer and the surety company from which the bonds will be obtained.

- 3) The successful Tenderer shall provide to the Owner a Performance Bond in the amount of 100 percent of the Contract Price and in a form acceptable to the Owner. The Performance Bond shall cover the faithful performance of the Contract, including corrections after final payment.
- 4) The Performance Bond shall be taken out with a Guarantee Surety Company authorized by law to carry out business in the Province of Ontario and having an office in Ontario.
- 5) The Bond shall be furnished to the Owner through the Engineer prior to the signing of the Contract.
- 6) The successful Contractor shall provide to the Owner a Labour and Material Payment Bond in the amount of 50 percent of the Contract Price and in a form acceptable to the Owner and covering the payment of accounts incurred by the Contractor during the performance of the work on this Contract.
- 7) The Contractor shall provide to the Owner a Maintenance Bond in an amount equal to or greater than the amount as shown in the following table.

Contract Amount	Amount of Maintenance Bond
Less than \$0.1M	4% of Total Tender Price
\$0.1M to \$0.5M	\$4,000 on the first \$0.1M plus 3.0% on the next \$0.4M
\$0.5M to \$1.0M	\$16,000 on first \$0.5M plus 2.4% on next \$0.5M
\$1.0M to \$2.0M	\$28,000 on first \$1.0M plus 2.2% on next \$1.0M
\$2.0M to \$4.0M	\$50,000 on first \$2.0M plus 2.0% on next \$2.0M
\$4.0M to \$6.0M	\$90,000 on first \$4.0M plus 1.8% on next \$2.0M
\$6.0M to \$10.0M	\$126,000 on first \$6.0M plus 1.5% on next \$4.0M
Over \$10.0M	\$186,000 on first \$10.0M plus 1.4% on balance

Note:

“M” denotes “million” in Canadian Dollars

- 8) Note that a separate Maintenance Bond for the 12-month warranty period need not necessarily be submitted if the Performance Bond clearly states on the form that the required Maintenance Bond is included in the Performance Bond in accordance with the terms of the Contract.
- 9) The Maintenance Bond shall be furnished to the Owner through the Consultant within seven (7) calendar days of the date of Substantial Performance of the Contract and shall be for a period of 12 months commencing on the date of Substantial Performance.
- 10) The holdback monies will not be released until the Owner is in possession of the Maintenance Bond.
- 11) The Maintenance Bond shall be taken out with a Guarantee Surety Company authorized by law to carry out business in the Province of Ontario and having an office in Ontario.
- 12) The date of Substantial Performance shall be that date when the statutory requirements under the Construction Lien Act are met.

13) The holdback will be released as laid out in Section 1.3.6.4.

1.3.6.3 TAXES AND DUTIES

- 1) The Bidder shall provide in the appropriate item of the Summary Form of Tender (Section 3) and Detailed Form of Tender (Section 4) the total Harmonized Sales Tax (HST) applicable to the Contract.
- 2) This amount is to be calculated as exactly 13 percent of the subtotal of all preceding items of the Tender and included as the last Tender item to arrive at a Total Tender Price (including HST) for the Contract.

1.3.6.4 HOLDBACK

- 1) The Construction Lien Act is in effect for this Contract.
- 2) Refer to Section 5, CCDC4 – 2023, Article GC 5.4 for the manner in which the 10.0% Statutory Holdback will be released to the under this Contract.
- 3) Prior to releasing the holdback, the Contractor must provide the Owner with a Certificate of Clearance from the Workplace Safety & Insurance Board and a Statutory Declaration stating there are no liens or charges against the work and a Contract Release Form.

1.3.6.5 HARMONIZED SALES TAX (HST)

- 4) The Bidder shall Tender in the appropriate item of the Summary and Detailed Form of Tenders the total HST applicable to the Contract. This amount is to be calculated as exactly 13 percent of the subtotal of all preceding items of the Tender and included as the last Tender item to arrive at a Total Tender Price (including HST) for the Contract.

1.3.7 EQUIVALENTS

- 1) Where the Contract Documents stipulate a particular product, alternatives will be considered by the Consultant.
- 2) When a request to substitute a product is made, the Consultant may approve the substitution and will issue a Change Order, if approved.
- 3) In submission of alternatives to products specified, Bidders shall include in their Tender, any changes required in the Work to accommodate such alternatives. A later claim by the Bidder for an addition to the contract price because of changes in the Work necessitated by use of alternatives shall not be considered.
- 4) Proposed Alternatives
 - a. No proposed alternative designs will be considered or accepted; however, a Bidder may submit with their Tender a proposed alternative item of equipment or material that has not been “approved equal,” but that the Bidder wishes the Owner to consider because of superior quality or for potential cost savings. In this event, the Bidder shall include full descriptive literature and performance data and list in the Section 4 Detailed Form of Tender, Sub-section 4.4 Form D4 – Material Alternatives, the addition to or deduction from his total Tender Price if the Owner authorizes the proposed alternative item in place of the specified item. The price quoted shall include the cost of all revisions required to incorporate the alternative item in the original design.

- 5) Note: Indicate “N/A” in the Section 4 Detailed Form of Tender, Sub-section 4.5 Form D4 – Material Alternatives if no alternatives are submitted at time of Tender.
-

1.3.8 DOCUMENTS REQUIRED AT CONTRACT SIGNING

- 1) Prior to signing of the Contract, the Municipality shall require submission by the Contractor of the following documents:
- a. Executed CCDC – 4 2023.
 - b. Compliance with Section 7 and 80.49 of Ontario Regulation 191/11 [Accessibility for Ontarians with Disabilities Act (AODA)].
 - c. Insurance documents in compliance with the Tender Documents:
 - i. Commercial General Liability \$5,000,000.
 - ii. Automobile \$2,000,000.
 - iii. Environmental Liability/Contractor’s Pollution Liability \$5,000,000.
 - d. Workplace Safety and Insurance Board (WSIB) Certificate.
 - e. Executed Bonds.
 - i. 100% Performance Bond.
 - ii. 50% Labour and Materials Payment Bond.
 - iii. Maintenance Bond.
 - f. A copy of the Successful Bidder’s Health and Safety Policy.
 - g. Copy of Notification of Contract as transmitted to Ministry of Labour.
 - h. Construction Schedule.
 - i. List of Subcontractors and Suppliers
 - j. List of Material Alternatives.

2 BACKGROUND DOCUMENTS

The following documents are available to provide background information regarding Site Conditions (see Appendix A):

- 1) “Limerick Landfill Closure Plan”, prepared by Golder Associated Ltd., and dated December 2019; and
- 2) “Final Report, Limerick Landfill, 2023 Annual Development, Operations and Monitoring Report, prepared by WSP Canada Inc., and dated March 28, 2024.

A geotechnical report has not been specifically prepared for this Contract. See shallow test pits summary completed for the Site in the “Limerick Landfill Closure Plan”, Table 1 and borehole logs in the “Limerick Landfill Closure Plan”, Appendix D for available site-specific soil investigation records.

3 SUMMARY FORM OF TENDER

3.1 BIDDER'S INFORMATION

1) The following Tender is hereby submitted to:

- a. The Municipality of Southwest Middlesex
153 McKeller Street, Glencoe, Ontario NOL 1M0
hereinafter called the "Owner."

2) On behalf of:

- a. _____
_____(Contractor)

_____(Address)
hereinafter called the "Bidder."

3) The Bidder agrees to furnish all labour, materials, plant, and equipment necessary for construction and completion of the LIMERICK LANDFILL CLOSURE, FINAL COVER AND STORMWATER DRAINAGE WORKS, in accordance with the Contract Documents as in Article A-3 of CCDC 4 - 2023.

4) The Bidder acknowledges the receipt of Addendum (Addenda) #____ through #____ and confirms that the requirements listed therein have been incorporated in the preparation of the Summary and Detailed Form of Tenders.

3.2 FORMAL DECLARATION OF TENDER PRICE

1) I/We the Bidder, having carefully reviewed the Contract Documents, hereby offer to perform the Work in accordance with the foregoing documents for the Total Tender Price of:

- a. _____
_____/100 Dollars
(\$ _____) including 15% Contingency and 13% HST where applicable in lawful money of Canada, hereinafter called the "Total Tender Price."

2) The Total Tender Price is based on the unit prices listed the Detailed Form of Tender (Section 4) on the Supply and Installation of All Materials, appended hereto, and I/We agree that the sum of the quantities multiplied by the unit prices for each item, and applicable taxes, shall be the equivalent to the total amount stated in Section 3.2.1 hereof.

3.3 LIST OF OBLIGATIONS

- 1) If awarded the Contract, the Bidder agrees to:
 - a. Substantially perform, to the best of his ability, all Work associated with the construction herein set forth to the entire satisfaction of the Owner by **Friday, May 16, 2025**, and commencing on: (Bidder to enter date) _____ all in accordance with the Proposed Project Schedule
 - b. All work under this contract must be completed to Substantial Performance in (Bidder to enter the number of working days) _____ days (45 working days maximum) from the date of the Engineer's written instructions to commence work, and this time will become the Contract Time.
 - c. Finally complete to the best of his ability, all Work associated with the construction herein set forth to the entire satisfaction of the Owner by **Friday, May 30, 2025**.
 - d. Execute a formal contract and furnish any required performance and/or labour material payment bonds (if requested), within seven (7) business days of receipt of written notification that his Bid has been accepted.

3.4 LIST OF DECLARATIONS

- 1) The Bidder declares that:
 - a. This Tender is made without any connection, comparison of figures with, or knowledge of any other corporations, firms, or person submitting a Tender for this Work, and is in all respects fair and without collusion or fraud.
 - b. A responsible representative of their firm visited the site of the proposed Work, and the undersigned has acquainted themselves with all conditions that may affect the Work.

3.5 BID AGREEMENT

- 1) The Bidder agrees that:
 - a. Validity of Tender - The prices quoted in this Summary Form of Tender (Section 3) are valid and open for acceptance by the Owner for a period of 180 calendar days from Tender submission.
- 2) Owner's Right
 - a. The Owner reserves the right to reject any, or all Tenders, not necessarily accept the lowest Tender or to waive formalities, informalities, or technicalities in any Tender in the interest of the Owner.
 - b. The Owner reserves the right to delete or increase/decrease up to 30% of the unit works identified in this Contract detailed in the Detailed Form of Tender (Section 4).
 - c. The Owner reserves the right to accept alternatives suggested or negotiate the project scope/works with any Bidder in the interests of the Owner.

3.6 AUTHORIZING SIGNATURES

Dated This _____ day of _____ 20_____

(Signature of Witness) (Signature of Bidder)

(Seal)

1) Notes:

- a. If the Tender is submitted by or on behalf of a corporation, it must be signed in the name of such by the duly authorized officers, witnessed, and the seal of the corporation must be affixed. If the Tender is submitted by or on behalf of an individual or partnership, the signature(s) must be witnessed, and a seal affixed opposite the signature(s).
- b. The Owner may require evidence of the authority of any person purporting to sign a Tender on behalf of a person, firm, or corporation, whether as principal, agent, or attorney.

4 DETAILED FORM OF TENDER

4.1 DETAILED FORM OF TENDER

1) Form D1 – Schedule of Prices – Unit Price on the Supply and/or Installation of All Materials

- a. The quantities shown in the Schedule of Items and Pricing are estimated. The quantities shown in the Schedule of Prices are estimated from the Contract Drawings and are for the sole purpose of establishing a dollar amount based on the unit price bid or lump sum price bid. The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.
- b. The actual Contract Price shall be the final sum of the products of the quantities that are confirmed by count and measurement, or made necessary by the Work, and the appropriate Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- c. Applicable HST are not to be included in the unit prices below.

Table 1: Detailed Schedule of Prices Breakdown

Item No.	Work Item Description	Referenced Section (see Note 1)	Estimated Quantity	Unit	Unit Price	Total Price
1.0	GENERAL ITEMS					
1.1	Supply insurance and bonds	Tender Document Section 1.3.6.2	1	L.S.	\$	\$
1.2	Mobilization and project start-up	Section 1	1	L.S.	\$	\$
1.3	Submit Site-Specific Health and Safety Plan, Erosion and Sediment Control Plan, Environmental Management Plan, Waste Management/Disposal Plan, Traffic Control Plan, and pre-constructions submittals for final cover – clayey soil and topsoil.	Sections 2 & 3	1	L.S.	\$	\$
1.4	Pre-construction layout / grade control and topographic survey	Section 3	1	L.S.	\$	\$
1.5	Post-construction topographic survey and	Sections 1 and 3	1	L.S.	\$	\$

Item No.	Work Item Description	Referenced Section ^(see Note 1)	Estimated Quantity	Unit	Unit Price	Total Price
	delivery of As-Built Records					
1.6	Supply and install protective fencing around on-Site groundwater monitoring wells.	Section 3	1	L.S.	\$	\$
1.7	Supply and install erosion controls and environmental protection measures	Section 3	1	L.S.	\$	\$
1.8	Install an extension to leachate monitoring well LW-101	Section 1	1	L.S.	\$	\$
1.9	Demobilization and project close-out	Section 1	1	L.S.	\$	\$
1.10	Administrative Requirements	Section 1	1	L.S.	\$	\$
General Items Sub-Total Carried to Summary						\$

Item No.	Work Item Description	Referenced Section ^(see Note 1)	Estimated Quantity	Unit	Unit Price	Total Price
2.0	SITE PREPARATION					
2.1	Clear and grub vegetation within the construction areas (including chipping)	Section 3	41,300	m ²	\$	\$
2.2	Supply and install a temporary mud mat at the existing south entrance (includes removal of mud mat at the end of construction)	Section 3	1	L.S.	\$	\$
2.3	Topsoil stripping and temporary stockpiling	Section 4	6,200	m ³	\$	\$
Site Preparation Sub-Total Carried to Summary						\$

Item No.	Work Item Description	Referenced Section ^(see Note 1)	Estimated Quantity	Unit	Unit Price	Total Price
3.0	EARTHWORKS					
3.1	Regrade landfill to Top of Waste lines and grades	Section 5	11,000	m ³	\$	\$
3.2	Realign, excavate and	Section 5	2,900	m ³	\$	\$

Item No.	Work Item Description	Referenced Section ^(see Note 1)	Estimated Quantity	Unit	Unit Price	Total Price
	regrade West Ditch 1 & 2, South Ditch 1, East Ditch 2 & 3					
3.3	Excavate new East Ditch 1	Section 5	1,600	m ³	\$	\$
3.4	Supply and place geotextile underlay for rip rap aprons.	Section 10	530	m ²	\$	\$
3.5	Supply and place rip rap aprons.	Section 10	400	tonne	\$	\$
3.6	Supply and place the north rock flow check dam complete with CSP culvert and orifice plate	Sections 9 and 10	1	L.S.	\$	\$
3.7	Supply, place and compact 600 mm thick clayey cover soil	Section 6	20,000	m ³	\$	\$
3.8	Reuse and place 150 mm thick stripped topsoil cover	Section 7	41,300	m ²	\$	\$
3.9	Supply, place and compact Granular B, Type II subgrade for new access road	Section 11	920	tonne	\$	\$
3.10	Supply, place and compact Granular A grade for new access road	Section 11	460	tonne	\$	\$
Earthworks Sub-Total Carried to Summary						\$

Item No.	Work Item Description	Referenced Section ^(see Note 1)	Estimated Quantity	Unit	Unit Price	Total Price
4.0	SITE RESTORATION					
4.2	Remove and dispose of existing entrance gate	Section 12	1	L.S.	\$	\$
4.3	Supply and install new single wide chain-link entrance gate	Section 12	1	L.S.	\$	\$
4.4	Apply Seed Mix #1 over landfill final cover topsoil	Section 8	33,200	m ²	\$	\$
4.5	Apply Seed Mix #2 over perimeter ditch topsoil	Section 8	8,100	m ²	\$	\$
Earthworks Sub-Total Carried to Summary						\$

Note:

1) Sections referred to in this column apply to the Technical Specifications unless otherwise noted.

SCHEDULE OF ITEMS AND PRICING SUMMARY		
--	--	--

SECTION NO.	SECTION TITLE	AMOUNT \$
1.0	GENERAL ITEMS	\$
2.0	SITE PREPARATION	\$
3.0	EARTHWORKS	\$
4.0	SITE RESTORATION	\$
A) SUBTOTAL PRICE FOR PARTS 1.0 THROUGH 4.0 (EXCLUDING TAX):		\$
B) CONSTRUCTION CONTINGENCY (15% of SUBTOTAL PRICE)		\$
C) TAX [13% Harmonized Sales Tax (HST)] OF (SUM A + B)		\$
<i>TOTAL TENDER PRICE (SUM A+B+C)</i>		\$

The Total Tender Price of: *

Canadian Dollars

** Insert the Total Tender Price amount above in words in the space provided.*

BIDDER	SIGNATURE	DATE
--------	-----------	------

WITNESS	SIGNATURE	DATE
---------	-----------	------

4.2 PROVISIONAL ITEMS

1) Form D2 – Schedule of Items and Pricing – Unit Price on the Supply and/or Installation of Provisional Items

LIMERICK LANDFILL CLOSURE, FINAL COVER AND STORMWATER DRAINAGE WORKS
Project No. CA0030474.8667
THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

WSP

- a. The provisional items indicated herein and throughout the Contract Documents may or may not be completed under this Contract. Provisional items are only to be completed by the Contractor if directed by the Owner or Engineer.
- b. The quantities shown in the Table 2 are estimated. The Total Price shall be the final sum of the products of the Contractor's estimated quantities that are incorporated in, as confirmed by count and measurement, or made necessary by the Work, and the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- c. The Estimated Provisional Items Total shall be the sum of the products of the estimated quantities and the appropriate Unit Prices in Table 2.
- d. Applicable HST are not to be included in the unit prices below.

Table 2: Provisional Items

Item No.	Work Item Description	Spec. Section	Estimated Quantity	Unit	Unit Price	Total Price
5.0	PROVISIONAL ITEMS					
5.1	Apply Erosion Control Blanket (ECB) over seeded topsoil	Section 8	41,300	m ²	\$	\$
5.2	Apply winter cover / nurse crop over seeded topsoil	Section 8	41,300	m ²	\$	\$
5.3	Install an extension to monitoring wells MW-102, MW-105 and MW-106.	Section 1	1	L.S.	\$	\$
5.4	Supply, place and compact clayey cover soil as make-up fill	Section 6	10,000	m ³	\$	\$
5.5	Supply and place 150 mm thick topsoil cover (off-Site source)	Section 7	41,300	m ²	\$	\$
5.6	Remove and dispose of existing perimeter fence	Section 12	400	Lin. m.	\$	\$
5.7	Supply and install new chain-link perimeter fence	Section 12	400	Lin. m.	\$	\$
Provisional Items Total (not carried in the Total Tender Price)						\$

4.3 SUBCONTRACTORS AND SUPPLIERS

1) Form D3 – Subcontractors and Suppliers

- a. Quote the name and address of each proposed Subcontractor or Supplier and the scope of work for whom the Subcontractor or Supplier is proposed. After the Tender has been accepted by the Owner, substitutions of Subcontractors or Suppliers named will not be allowed without written approval of the Owner. Use a separate sheet if space below is insufficient. The list is also intended to include manufacturers and fabricators of major equipment or materials.
- b. **The use of local Subcontractor and suppliers, especially those residents in the Municipality of Southwest Middlesex, is encouraged wherever this use is economically feasible.**
- c. The Contractor agrees that all the Work will be executed or supplied by the Contractor’s own forces except for work components listed in the table below.

Table 3: Subcontractors and Suppliers

LIST OF SUBCONTRACTORS AND SUPPLIERS		
FIRM NAME	ADDRESS	WORK COMPONENT
		Excavation and Grading
		Topsoil supplier
		Clayey Cover Soil supplier (virgin)
		Clayey Cover Soil supplier (excess soil)
		Rip Rap supplier
		Geotextile supplier
		CSP Pipe Supplier
		Orifice Plate Supplier
		Fence and gate supplier
		Seed mix supplier
		Erosion Control Blanket ECB supplier

BIDDER

SIGNATURE

DATE

WITNESS

SIGNATURE

DATE

4.4 MATERIAL ALTERNATIVES

1) Form D4 – Alternatives

- a. List any material, method, or equipment proposed as an alternative to the materials, methods, or equipment specified, together with all costs and supporting information required in accordance with the “Instructions to Contractor.” Attach supporting description and technical data to the Tender submission. Use a separate sheet if the space below is insufficient. All prices should exclude HST.
- b. Note: Indicate “N/A” or “None” if no alternatives are submitted at the time of Tender.

Name of Item to be Substituted	Specification Reference	Alternative	Addition to Total Bid Price	Deduction from Total Bid Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note: Failure of the Bidder to complete Form D may be grounds for rejection of the Bid.

BIDDER

SIGNATURE

DATE

WITNESS

SIGNATURE

DATE

5 GENERAL CONDITIONS

5.1 CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE (CCDC) 4 CONTRACT (UNIT PRICE)

PAGE INTENTIONALLY LEFT BLANK FOR THE INCLUSION OF CCDC-4 2023 DOCUMENTS.

6 SUPPLEMENTARY CONDITIONS

6.1 AMENDMENTS TO CCDC 4 CONTRACT (UNIT PRICE)

- 1) Standard Construction Contract CCDC 4 – 2023 is amended by the following Supplementary Conditions.
-

6.1.1 AGREEMENT

- 2) Execute agreement within seven (7) calendar days of receiving the written Bid acceptance.
-

6.1.2 ADDITIONAL DEFINITIONS

- 1) The definition for “Consultant” is amended by adding the following sentence to the definition in CCDC 4 – 2023:
 - a. “References to the “Engineer” and the “CQA Consultant” shall be interpreted as referring to the “Consultant.”.
 - 2) The definition of “Schedule of Prices” is amended by adding the following to the definition in CCDC 4 – 2023:
 - a. Includes the Summary Form of Tender (Section 3) and Detailed Form of Tender (Section 4) of this document.
-

6.1.3 CONTRACT DOCUMENTS

- 1) Revise GC 1.1, Sub-section 1.1.5.1, Bullet 5 to
 - a. “Section 1 – General Items of the Technical Specifications,”
-

6.1.4 CHANGE ORDER

- 1) GC 6.2 CHANGE ORDER is amended as follows:
 - a. Add a new Paragraph 6.2.2.4, as follows:
 - i. “6.2.2.4 Cost of the Contractor’s actual expenditures attributable to the change, where cost is defined in paragraph 6.3.7 in GC 6.3 Change Directive, plus a fee for the Contractor’s overhead and profit.”
 - b. Add a new Paragraph 6.2.4 as follows:
 - i. “6.2.4 Fees for the Contractor’s overhead and profit, unless otherwise agreed, shall be as follows:

1. General Contractor - 10% overhead and 5% fee on the cost of its own work; 5% overhead and 5% fee on Subcontractor's prices.
 2. Subcontractor - 10% overhead and 5% fee on the cost of their own work; 5% overhead and 5% fee on Sub-subcontractor's prices.
 3. Sub-subcontractors - same rates as for Subcontractors."
- c. Add a new Paragraph 6.2.5 as follows:
- i. "6.2.5 If requested by the Consultant, the Contractor shall submit details of quantities, prices, and fees as outlined above, including substantiating documentation."

6.1.5 PAYMENT

- 1) GC 5.3 PAYMENT is amended by deleting paragraph 5.3.1.2 in its entirety and replacing with the following:
- a. "5.3.1.2 The Owner shall make payment to the Contractor on account as provided in Article 5 of the Agreement – PAYMENT no later than thirty (30) days after receipt of a Certificate for Payment from the Consultant."

6.1.6 DELAYS

- 1) GC 6.5 DELAYS is amended as follows:
- a. Amend paragraphs 6.5.1, and 6.5.2 by deleting the period at the end of each paragraph, and substituting the following words, "but excluding any consequential, indirect or special damages, loss of profit, loss of opportunity or loss of productivity resulting from such delay."
 - b. For the purpose of paragraphs 6.5.3.3, the term "abnormally adverse weather conditions" shall only apply where one of the following conditions has been demonstrated to the satisfaction of the Consultant:
 - i. Rainfall exceeds 25 mm in 24 hours.
 - ii. Snowfall exceeds 25 cm in 24 hours.
 - iii. Ambient outside air temperature exceeds 40 °C for more than 2 hours.
 - iv. Ambient outside air temperature is below -25 °C for more than 2 hours.
 - c. In the case of a) and b) above, the majority of the rainfall or snowfall must have occurred either during normal working hours as specified in the Contract Documents or have commenced within three hours of the start of normal working hours.
 - d. Where the Contractor claims that a delay has occurred due to abnormally adverse weather conditions, the Contractor shall, on the date such delay has occurred, inform the Consultant of their intent to claim for such delay and indicate which work activities have been delayed. The Contractor shall submit to the Consultant their final claim for such delay within five Working

Days of the occurrence, complete with full supporting documentation from Environment Canada indicating what weather event caused the delay and the hours during which the event occurred.

- e. An extension to the Contract Time due to abnormally adverse weather conditions will only be granted if the work activity that has been delayed is part of the Work's critical path according to the latest accepted schedule revision at the time of such weather event. The extension to the Contract Time shall be limited to the duration of the weather event and documented in a Change Order by the Consultant.
- f. The Contractor shall monitor local weather forecasts and take reasonable measures to mitigate delays in the Work and damage to the Work due to weather conditions. The Contractor's claim for delay may be denied or reduced if, in the opinion of the Consultant, the Contractor had failed to take reasonable measures to mitigate such delays.
- g. The Contractor shall not be reimbursed for any costs associated with delays due to abnormally adverse weather conditions. Such delays, if allowed by the Consultant in accordance with this clause, shall only be eligible for an extension of the Contract Time.
- h. Add new paragraphs 6.5.6, 6.5.7, 6.5.8 and 6.5.9 as follows:
 - i. "6.5.6 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, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant's services during the period between the date of Substantial Performance of the Work stated in GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.
 - ii. 6.5.7 The Contractor shall be responsible for the care, maintenance and protection of the Work in the event of any suspension of construction as a result of the delay described in paragraphs 6.5.1, 6.5.2 or 6.5.3. In the event of such suspension, the Contractor shall be reimbursed by the Owner for the reasonable costs incurred by the Contractor for such care, maintenance and protection, but excluding the costs of the Contractor's head office personnel. The Contractor's entitlement to costs pursuant to this paragraph 6.5.7, if any, shall be in addition to amounts, if any, to which the Contractor is entitled pursuant to paragraphs 6.5.1, 6.5.2 or 6.5.3.
 - iii. 6.5.8 Without limiting the obligations of the Contractor described in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS and GC 9.4 – CONSTRUCTION SAFETY, the Owner may, by Notice in Writing, direct the Contractor to stop the Work where the Owner determines that there is an imminent risk to the safety of persons or property at the Place of the Work. In the event that the Contractor receives

such notice, it shall immediately stop the Work and secure the Project site. The Contractor shall not be entitled to an extension of the Contract Time or to an increase in the Contract Price unless the resulting delay, if any, would entitle the Contractor to an extension of the Contract Time or the reimbursement of the Contractor's costs as provided in paragraphs 6.5.1, 6.5.2 or 6.5.3.

- iv. 6.5.9 The Contractor recognizes and agrees that the Owner will suffer financial loss if the Work is not completed within the time specified, and liquidated damages shall apply as designated in Section 6.1.6 of the Supplementary Conditions."

6.1.7 LIQUIDATED DAMAGES

- 1) It is agreed by the Parties (Contractor, Owner and Consultant) that in case the Work is not Substantially Performed within the Contract Time, damage will be sustained by the Owner and the Parties hereto agree that the Contractor will pay to the Owner the sum of Two Thousand Dollars (\$2,000.00 CAD) for each and every calendar day beyond the Contract Time that remains not Substantially Performed.
- 2) It is agreed by the Parties that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the specified Contract Time, including but not limited to, costs for Site inspection, survey crew, staffing, administration and consulting services.
- 3) The Owner shall calculate the Actual costs that are incurred by the Owner as a result of the delay and shall assign these costs to the Contractor.
- 4) The Owner may deduct any amount due under Liquidated Damages from any monies that may be due or payable to the Contractor on this or any other contract with the Owner.
- 5) The Liquidated Damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.
- 6) The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or Foreign State, Fire, Flood, Earthquake, Epidemic Quarantine Restriction, Embargo or delays of Subcontractors due to such causes.
- 7) If the Contractor is delayed by reason of alterations or changes deemed necessary by the Consultant, not contemplated by the Contract, the time of completion shall be extended for a period to be determined by the Consultant, and the Contractor shall not be liable for Liquidated Damages for the period of such extension.

6.1.8 QUANTITY VARIATIONS

- 1) GC 6.7 QUANTITY VARIATIONS is amended as follows:
 - a. "6.7.1 The Owner or the Contractor may request an adjustment to a Unit Price contained in the Schedule of Prices provided the actual quantity of the Unit Price item in the Schedule of Prices exceeds or falls short of the estimated quantity by more than 30%."

- b. “6.7.2 Where the actual quantity exceeds the estimated quantity by more than 30%, a Unit Price adjusted pursuant to paragraph 6.7.2 shall apply only to the quantity that exceeds 130% of the estimated quantity.”
- c. “6.7.3 Where the actual quantity falls short of the estimated quantity by more than 30%, a Unit Price adjusted pursuant to paragraph 6.7.2 shall apply to the actual quantity of the Unit Price item. The adjusted Unit Price shall not exceed a Unit Price that would cause the payment amount to exceed that derived from the original Unit Price and estimated quantity.”

6.1.9 INSURANCE

- 1) Add the following to paragraph 11.1.1.1 of GC 11.1 INSURANCE:
 - a. “Such policy shall waive subrogation rights against the Owner, the Consultant, and all other additional insureds.”
- 2) Modify monetary insurance requirements specified are as follows:
 - a. The face value of the Commercial General Liability insurance shall be five million dollars (\$5,000,000).
 - b. Automobile insurance shall be two million dollars (\$2,000,000).
 - c. Environmental Liability / Contractor’s Pollution Liability shall be five million dollars (\$5,000,000).
 - d. Workplace Safety and Insurance Board (WSIB) Certification.
 - e. The insurance shall be maintained continuously from the commencement of the work until twelve months following the date of final acceptance.
 - f. The Contractor shall submit to the owner, proof of insurance for the guarantee period. This proof shall be submitted prior to the release of final holdback.
 - g. The following shall be named as Additional Insured:
 - i. Municipality of Southwest Middlesex
- 3) Add the following new paragraph 11.1.9 to GC 11.1 INSURANCE:
 - a. “11.1.9 Each policy shall be on an “occurrence” basis. However, if an “occurrence” policy is not available, the Contractor shall maintain an equivalent “claims made” policy. Such “claims made” insurance shall have a retroactive date equal to or prior to the date of the commencement of the contract and the coverage shall be maintained until the expiration of all statutes of limitation applicable to any claim that could arise under this Agreement by virtue of the acts and omissions of the Contractor’s employees. Accordingly, the policy(ies) shall be kept in force (or renewed) during such period, or an appropriate extended reporting period (“tail”) shall be endorsed onto the policy(ies).”
- 4) Add the following new paragraph 11.1.10 to GC 11.1 INSURANCE:

- a. “11.1.10 All policies required shall be written by an insurance company with a rating of A.M. Bests of at least “A- “and a financial size category of at least VII.

APPENDIX

A

BACKGROUND
DOCUMENTS

APPENDIX

B

TECHNICAL
SPECIFICATIONS

APPENDIX

