



Township of Springwater

REQUEST FOR TENDERS (RFT) Elmvale Wastewater Treatment Plant Upgrades 2024-13-PW

Issue Date: November 21, 2024

Closing Date and Time:

By no later than 2:00 p.m. ET, on **December 19, 2024:**

Late tenders will not be accepted.

All Tenderers must have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Tenderer to download the Bid Call Document, receive Addenda email notifications, and download all documents without the watermark “preview” on them.

Information or inquiries may be directed, in writing, by submitting a Question through the “Submit a Question Button” in the document on Bids & Tenders. Telephone, email, and facsimile submissions will not be accepted.

The Township of Springwater reserves the right to cancel the Request for Tenders at any time, accept or reject all or part or item of any Tender, and accept the Tender that is in the best interest of the Township.

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1.0 Summary of Requirements

This Request for Tenders (“RFT”) is for the Elmvale Wastewater Treatment Plant (WWTP) Upgrades.

To obtain documents online please visit <https://springwater.bidsandtenders.ca>

You can preview the bid documents with a Preview Watermark prior to registering for the opportunity.

The requirements of the submission are outlined in the RFT, and the requirements and objectives of the project are outlined in the Project Scope and Deliverables.

2.0 Definitions

The following terms will apply to this RFT:

- **Contract** means the written agreement resulting from this RFT executed by the Township and the Contractor. See Draft Contract in Schedule 1.
- **Contractor** means the successful Tenderer who enters into a Contract with the Township
- **ET** means Eastern Time
- **RFT** means Request for Tenders
- **Tender or Bid** means a submission in response to this RFT
- **Tenderer or Bidder** means an individual or a company/firm that submits a Tender in response to this RFT
- **Township** means the Corporation of the Township of Springwater

3.0 Background

The Township of Springwater is a picturesque municipality within the County of Simcoe and is conveniently located approximately one hundred kilometers north of Toronto, nestled between the urban centre of the City of Barrie and the Town of Wasaga Beach.

The Township was amalgamated in 1994 as a result of restructuring the County of Simcoe and includes the former Townships of Flos and Vespra, the Village of Elmvale, and a portion of the former Township of Medonte. Additionally, a small parcel previously within the Town of Wasaga Beach was merged with the new municipality.

The Township is one of sixteen lower-tier municipalities that make up the County of Simcoe. It consists of both urban and rural communities, with a population of over 23,000 people. There are nine settlement areas, with Midhurst and Elmvale being the largest,

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other settlement areas include Snow Valley, Centre Vespra, Minesing, Anten Mills, Phelpston, Orr Lake, and Hillsdale.

Major infrastructure in the Township consists of the following:

- Municipal Roads (paved and unpaved)
- Bridge & Culverts
- Water distribution systems, fire hydrants, water meters, pump stations and elevated storage tanks
- Wastewater collection and treatment systems, pump, and lift stations
- Facilities including recreation centers, libraries, park pavilions, administration centre, and fire stations
- Land Improvements including baseball diamonds, sports parks, parkland, and playground equipment
- Vehicles, Machinery & Equipment

In addition to the infrastructure which the Township is responsible for acquiring, maintaining, and rehabilitating, there are a number of services which the Township provides to its residents which include, but are not limited to:

- Fire & Emergency Services
- Community Development
- Recreation, Parks and Properties
- Building Permits and Inspection
- By-law Enforcement and Canine Control
- Licenses and Permits
- Community Planning and Growth Management

Township Council

The Township is governed by a seven-member elected Council, including the Mayor, Deputy Mayor, and five ward Councillors. Council meetings are held biweekly on Wednesdays. The Township's Mayor and Deputy Mayor also sit on the County of Simcoe Council, along with Heads of Council from all 16 of the Simcoe municipalities. Council sets policy and directs the affairs of the municipality with assistance from a staff of dedicated employees.

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4.0 Project Scope and Deliverables

4.1 Scope of Work

The following is a general but not complete description of the work to be done:

General:

1. Conduct preconstruction and post-construction survey of all facilities at the Site.
2. Removal of trees and clear area of the site for construction laydown and trailer area as shown on the Contract Drawings.
3. Mobilization and demobilization.
4. Supply, installation, maintenance, and removal of all siltation/sediment control fencing, and other erosion control measures required by the Contract Documents.

Inlet Building:

1. Provide labour and material to construct a new platform at the inlet building.
2. Installation, testing, and commissioning of a new mechanical screen and screening compactor.
3. Supply, installation, and testing of the new mechanical screen inlet piping including relocating the influent flowmeter, connecting at the tie-in point at the new mechanical screen, and new gate valve as shown on the Contract Drawings.
4. Provide labour and material to replace the existing 300 mm diameter screened wastewater effluent pipe routed from the mechanical screens to the grit tank.
5. Supply, installation, and testing of the new monorail system at the headworks building.
6. Provide labour and material to extend the service water line to the new washer compactor.
7. Provide labour and material to remove the existing two (2) overhead doors at the headwork and replace with new higher overhead doors. One of them will be a motorized overhead door. Provide a power connection as shown on the Contract Drawings. Provide labour and material to add a new window at the north wall of the headworks building as shown on the Contract Drawings.

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8. Provide labour and materials to relocate existing electrical conduits, and conduit supports as shown on the Contract Drawings.

Sludge Complex:

1. Supply, installation, testing, and commissioning of new sludge pumps, and all associated flow meters, piping, and supports as required by the Contract Documents.
2. Provide labour and materials to relocate existing electrical conduits, and conduit supports as shown on the Contract Drawings.

Filtration Building:

1. Provide labour and material to modify the existing two filter chambers including increasing the height of the new chamber, adding a new separation wall, and new staircases, as shown on the Contract Drawings.
2. Installation, testing, and commissioning of two new cloth media filtrations systems and associated electrical and control systems as shown on the Contract Drawings.
3. Installation, testing, and commissioning of two manual slide gates as shown on the Contract Drawings.
4. Install a Temporary UV System including all temporary interconnecting piping as shown on the Contract Drawings.
5. Provide labour and material to modify existing UV channels to accommodate new serpentine weir.
6. Installation, testing, and commissioning of two new UV banks and associated electrical and control systems as shown on the Contract Drawings.
7. Supply, installation, testing, and commissioning of automatic backwash strainers and associated piping, electrical, and communication system as shown on the Contract Drawings.

Site Works:

1. Cleaning up on completion of the Work.
2. Removing temporary works.
3. Restoration of all disturbed areas.

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5.0 Tender Submission Requirements

5.1 Forms

Tenderers must submit the items set out in the table below with their Tender submission. Failure to submit all the required documentation may disqualify the Tenderer from further consideration.

If the below table indicates “Complete Online”, please complete the online version of the form that is available in the Bidding System.

If the below table indicates “Upload PDF”, please complete the form that is included in the Appendices and upload it in the Bidding System as a .pdf document.

	COMPLETE ONLINE	UPLOAD PDF
Tender Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix “A”-Tender Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Financial Bid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractors Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Work Experience Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Staff Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid Deposit	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5.2 Bid Deposit

All tenders shall be accompanied by a Bid Bond for 10%, (ten percent) of the total tender parts bid, made payable to the Township of Springwater, as a guarantee for the execution and completion of the contract.

All deposits will be returned to the respective Tenderer(s) within 15 days after the tenders have been opened except those of the two low Tenderers which shall be retained by the owner until the owner and successful Tenderer(s) have fulfilled the Contract requirements.

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The deposit of the successful Tenderer will be returned when he/she has fully complied with the conditions outlined in the documents and the work has been completed within the specified time frame.

6.0 Tender Submission Instructions

6.1 Electronic Submission

Tenders must be submitted through the Township's Bidding System at <https://springwater.bidsandtenders.ca>. Tenders submitted by any other method will not be accepted.

Tenderers should contact bids&tenders™ at support@bidsandtenders.ca for technical questions related to the submission of Tenders.

6.2 Closing Date and Time

Tender submissions must be received on/before:

2:00 p.m. ET, December 19, 2024

Late Tenders cannot be submitted through the Bidding System after the specified Closing Date and Time and therefore will not be considered. The Township is not responsible for submissions that are not submitted on time.

6.3 Bidding System Vendor Account

All Tenderers shall have a Bidding System Vendor Account and shall be a Registered Plan Taker for this procurement opportunity. Registration enables the Tenderer to download the RFT document to receive Addenda and other email notifications and submit their Tender electronically through the Bidding System. Tenderers can register through the link below and then select "Create Account" on the Township's landing page.

To obtain documents online please visit <https://springwater.bidsandtenders.ca>

You can preview the bid documents with a Preview Watermark prior to registering for the opportunity.

Documents are not provided in any other manner.

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6.4 Bidding System

Tenderers are cautioned that the timing of their Tender submission is based on when the Tender is **RECEIVED** by the Bidding System, **not** when a Tender is submitted by a Tenderer, as Tender transmission can be delayed due to file transfer size, transmission speed, etc.

Each file has a maximum size of 512MB, which may be subject to change. Tenderers will upload each file individually into the Bidding System unless required to respond directly in the Bidding System.

Files uploaded shall not be password protected or secured and the Township must have the ability to print and copy text and images from the Tenderer's Tender.

It is the Tenderer's sole responsibility to ensure that their uploaded document(s) are not defective, corrupted, or blank and that the documents can be opened and viewed by the Township.

You can only upload ONE file into each document upload field. If you upload more than one file into the same upload field, the last file uploaded will overwrite the prior one.

If required, you may combine multiple files into a PDF file before uploading or combine the documents into one zipped file. The combined file or zipped folder shall reference the appropriate Request for Tender section.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. Allocate sufficient time for all uploads to be completed prior to the official closing time. The dates and times of the submission are governed by the bids&tenders™ web clock.

Upon successful submission of a Tender, the Bidding System will send a confirmation email to the Tenderer. If you do not receive a confirmation email, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca.

7.0 Contract Award Process

7.1 Consideration for Award

Consideration for the award shall only be undertaken in relation to Tenderers who are determined by the Township to have satisfied all the requirements in the RFT.

Tenders may be disqualified if the forms are not properly and fully completed.

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Each item in the Tender Form shall be a reasonable price for such item and unbalanced Tenders may be rejected. The Township will be the sole judge of such matters.

The Township hereby reserves the right, privilege, entitlement, and absolute discretion, and for any reason whatsoever to accept a Bid which is not the lowest Bid submission or reject a Bid that is the lowest Bid even if it is the only Bid received.

7.2 Notification of Results

When the review and evaluation process is completed and the award of the contract to the successful Tenderer(s) is approved, the Township of Springwater will notify Tenderers of the results.

No announcement concerning the awarding of this RFT will be made until a complete review and evaluation is conducted and the award of a contract is approved in accordance with the Township's Procurement By-law.

7.3 Contract

The successful Tenderer is required to enter into the Contract, based on the Draft Contract set out in Schedule 1 of the RFT, within 15 days of the notification of award. If the successful Tenderer fails to enter into the Contract within the specified timeframe, the Tenderer will forfeit their Bid Deposit and the Township may select another Tenderer or cancel the RFT process.

7.4 Insurance

The successful Tenderer will be required to furnish a current Workplace Safety Insurance Clearance Certificate and current Certificate(s) of Insurance evidencing all insurance coverage required under the Contract.

If the successful Tenderer does not provide the required insurance certificates, the Tenderer will forfeit its Bid Deposit and the Township may select another Tenderer or cancel the RFT process.

7.5 Bonds

The successful Tenderer will be required to furnish a Performance Bond and a separate Labour and Material Payment Bond, each in the amount of 50% of the sum, with a Guarantee Surety Company authorized by Law to carry on business in the Province of Ontario and having an office in Ontario and shall guarantee all conditions set out in the Contract. The expense of obtaining the Performance Bond is to be borne by the successful Tenderer.

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If the successful Tenderer does not provide the required bonds, the Tenderer will forfeit its Bid Deposit and the Township may select another Tenderer or cancel the RFT process.

Annual Performance bonds must be renewed annually. In the event that multi-year performance bonds are provided, such bonds shall have an initial term of one year and renew annually to guarantee the performance of all obligations of the Contract.

Failure to provide evidence that the Performance Bond has been renewed may result in the withholding of the monthly payment or the forfeiture of the Contract at the option of the Township.

8.0 RFT Process Terms

8.1 Acceptance or Rejection of Tender:

The Township reserves the right to reject any or all Tenders and to waive formalities as the interests of the Township may require without stating reasons thereof.

Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Tender, or recall the Tenders at a later date:

- i) When only one (1) Tender has been received as a result of the Tender call;
- ii) Where the lowest responsive and responsible Tenderer substantially exceeds the estimated cost of the goods or service;
- iii) When all Tenders received failed to comply with the specifications or Tender terms and conditions;
- iv) Where a change in the scope of work or specifications is required the lowest or any Tender will not necessarily be accepted. The acceptance of a Tender will be contingent upon an acceptable record of ability, experience, and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Tenderer by reason of the acceptance or the non-acceptance by the Township of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender document.

Each Tender shall be open for acceptance by the Township for a period of ninety (90) calendar days following the date of Closing.

Where the Tender documents do not state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

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8.2 Completion of the Tender

All items shall be submitted according to any instruction in the RFT document and the Bidding System.

Tenders that are incomplete, conditional, obscure, or that contain additions not called for, reservations, alterations incorrectly submitted, or irregularities of any kind may be rejected.

8.3 Tenderers' Expenses

Any expenses incurred by the Tenderer in the preparation and delivery of the Tender are entirely the responsibility of the Tenderer and will not be charged to the Township.

8.4 Errors and Omissions

While the Township has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Tenderers. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Tenderers from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

8.5 Examination of RFT Documents

Each Tenderer must satisfy themselves by a personal study of the RFT documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work.

Prices must include all incidental costs and the Tenderer must be satisfied as to the full requirements of the RFT. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Tenderer require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

8.6 Discrepancies and Interpretations

Should a Tenderer find discrepancies in any of the RFT documents, or should the Tenderer be in doubt as to the meaning of any part of such documents, the Tenderer shall submit a question through the "Submit a Question, on Bids & Tenders. If it is considered that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued to all Tenderers who have registered as a document taker for this Tender.

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8.7 Inquires, Questions.

All inquiries related to this RFT must be in writing and must be submitted through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity. No email, telephone, and/or facsimile inquiries will be accepted for this Tender.

Responses to questions will be posted in an Addendum that will be available on the Bidding System to all Tenderers who have registered as a document taker for this Tender.

Inquiries must be received no later than five (5) working days prior to the Closing Date of the RFT; otherwise, a response may not be provided.

During the blackout period, vendors must conduct all communications about the procurement only as indicated above. The blackout period begins when the procurement documents are issued and ends when the agreement is signed by the organization and the winning vendor.

8.8 Addenda

It is the responsibility of the Tenderer to have received all Addenda that are posted on the Bidding System. Tenderers should check for Addenda prior to submitting their Bid and up until the closing time and date.

Tenderers must acknowledge receipt of all addenda when submitting their bid in the Bidding System. The Bidding System does not accept bids that have not acknowledged all addenda.

If a Tenderer submits their Tender prior to the submission closing time and date and an addendum is issued after the Tender is submitted, the Bidding System will withdraw the Tender submission and the bid status will change to an INCOMPLETE STATUS. The Tenderer can view this status change in the “MY BIDS” section of the Bidding System.

Tenderers are solely responsible for making any required adjustments to their Tender, acknowledging the addenda, and ensuring the re-submitted Tender is RECEIVED by the Bidding System no later than the stated bid closing time and date.

8.9 Opening

Tenderers are advised there will not be a public opening for this RFT. All Tenders will be electronically opened through the Bidding System and will not be opened in public.

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8.10 Tender Withdrawal

Any Tender may be withdrawn prior to the scheduled time for Tender Closing.

Tenderers may edit or withdraw their Bid Submission prior to the closing time and date. However, the Tenderer is solely responsible for ensuring the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

No Tender may be withdrawn within ninety (90) calendar days from the actual date and time of Tender closing.

8.11 Confidentiality of Tenders and Freedom of Information

All Tenders and other documents submitted to the Township will be received and held in confidence by the Township, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Tenderers are reminded to clearly identify in their tender material, any specific scientific, technical, commercial, proprietary, intellectual, or similar confidential information, the disclosure of which could cause them injury or damage.

Tenderers are encouraged to place such details and information within a separate section of their submission. Complete tender details are not to be identified as confidential.

All written Tenders received by the Township may become a public record, once a Tender is accepted by the Township, and a contract is signed, all information contained therein is available to the public, including personal information, as per the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56, as amended.

8.12 Ability and Experience of Tenderer

It is not the purpose or intent of the Township to award this contract to any Tenderer who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant to ensure acceptable performance and completion of the work.

8.13 Conflict of Interest

Any relationship between a proposed professional staff member of the successful Tenderer's team (including any sub-contractors) with a member of the Township Council or its Staff shall be clearly identified in the Tenderer's submission.

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8.14 Bribery/Fraud

Should any prospective Tenderers or any of their agents give or offer any gratuity or to attempt to bribe any employee of the Owner, or to commit fraud, the Owner may reject the Tender's Tender.

8.15 Environment and Energy Efficiency

When procuring goods, services, and/or supplies, the Township of Springwater supports methods that protect the environment and use energy in an efficient and affordable manner. The Township supports innovation and initiatives that promote energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance, and operating costs.

8.16 Debriefing

In accordance with the Township's Procurement By-law, Tenderers may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Township of Springwater and must be made within thirty (30) days of such notification. The debriefing information session intends to aid the Tenderer in presenting a better tender in subsequent procurement opportunities. Any debriefing provided is not to provide an opportunity to challenge the procurement process or its outcome.

8.17 Vendor Performance Evaluation

The Township may evaluate the performance of the Contractor during and/or when the Project is completed or terminated. If evaluated, the Contractor's performance shall be rated on a scale of 0-4 (0- Not rated, 1-poor, 2-below standard, 3-standard, 4-excellent) under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedures
- f) Organization, Co-ordination, and Efficiency
- g) Environmental Compliance

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The performance rating shall be determined based on the everyday performance of the work contemplated by the Agreement, quality assurance test(s), letters, and written instructions to the Contractor.

If evaluated, a copy of the completed Contractor's performance report shall be provided to the Contractor. If the Contractor disagrees with any portion of the Contractor's performance report, he shall advise the Township of his specific objections, in writing, within twenty (20) days of the date of the report.

If the Contractor is evaluated as poor or below standard in three categories or not rated in two areas, the Township may disqualify the Contractor from submitting tenders for, or otherwise bidding on, RFTs or other contracts the Township may issue for a period of up to two years from the date the Project was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Contractor is evaluated as poor or below standard in two or more evaluation categories on two performance reports for the Contractor, on different contracts, within twelve months, the Town may disqualify the Contractor from submitting tenders for, or otherwise bidding on, other contracts the Township may issue for a period ranging from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Township in respect of the Contractor's performance report shall be final and binding for all purposes.

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Schedule 1 – Draft Contract

This Agreement is made effective as of [INSERT EFFECTIVE DATE] between The Corporation of the Township of Springwater, an Ontario municipality having offices at 2231 Nursery Road, Minesing, ON L9X 1A8 (the “Township”) and [INSERT CONTRACTOR’S LEGAL NAME], a corporation incorporated under the laws of [JURISDICTION] having offices at [INSERT ADDRESS] (“Contractor”).

1. Contract Documents

The terms of the contract between the Township and Contractor are comprised of the following (collectively, the “Contract”):

- (a) this Agreement;
- (b) the Township’s RFT [INSERT NUMBER], including (i) all Addenda (which, for greater certainty, shall supersede the contents of the RFT) and (ii) all documents incorporated by reference into the RFT;
- (c) the Contractor’s Tender dated [INSERT DATE], including the Financial Bid, submitted in the amount of [\$INSERT AMOUNT] in response to the above-noted RFT;
- (d) any other Schedule or Appendix attached to this Agreement at the time of signature.

Where the document is not attached to the signed contract as a schedule, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list.

2. General Conditions

The following “General Conditions” are incorporated into and form part of this Agreement:

The Ontario Provincial Standard General Conditions of Contract (OPS-GC)

Unless otherwise expressly stated, in the event of a conflict or inconsistency between the General Conditions and the terms and conditions set out directly in this Agreement, the terms and conditions set out directly in this Agreement shall prevail.

In the OPSS General Conditions of Contract wherever the words “Ministry of Transportation” appear they shall be taken to mean the “Corporation of the Township of Springwater”.

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Wherever the word "Owner" appears in this Contract it shall be interpreted as meaning the "Corporation of the Township of Springwater".

3. Contract Term

This Contract is effective as of the Effective Date noted above and shall expire upon the Township's approval of the final deliverable to be submitted in connection with the project.

4. Contractor Performance

The Contractor will provide the goods and services as described in the RFT document in accordance with all requirements set out in the RFT for the prices set out in the Contractor's Financial Bid.

The Contractor represents and warrants that the Contractor has full power and legal right to enter into and fulfill its obligations under the Contract. The Contractor is an independent contractor and not an agent or employee of the Township.

In fulfilling its obligations under the Contract, the Contractor shall comply with all federal, provincial, and local laws, regulations, and orders, and applicable Township policies.

5. Contractor Personnel and Subcontractors

The Contractor shall be responsible for the acts and omissions of its employees, agents, representatives, and subcontractors.

No portion of the work under the Contract may be subcontracted without the prior written authorization of the Township. The Contractor is fully responsible to the Township for the acts and omissions of any subcontractor and/or persons directly or indirectly engaged by the Contractor in the performance of the Contract.

The Contractor agrees to submit a list of any subcontractors who will be carrying out any part of this Contract. This list shall show the names of the proposed subcontractors and the work for which each sub-contractor will be responsible. The owner has the right to reject any of the subcontractors so named. In this event, the Contractor shall arrange to have the work done by such other subcontractor as may be approved by the owner.

Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Owner in writing of the names and positions of the person or persons so representing the contractor.

If specific persons have been assigned to perform particular activities or elements of the services, the Contractor shall not substitute alternatives for those persons without the prior consent of the Township.

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The Contractor shall employ only orderly, competent, and skillful employees to ensure that the services are carried out in a respectable manner. In the event that any person employed by the Contractor in connection with the Contract gives, in the opinion of the Township, just cause for complaint, the Contractor upon notification by the Township in writing, shall not permit such person to continue in any future performance of the Contract.

6. Delivery Dates

Time is of the essence in the Contract. The Contractor shall notify the Township as soon as it becomes aware that it cannot meet the agreed dates for delivery of the Services. In the event of a delay, the Contractor shall, at no additional cost to the Township, employ accelerated measures such as labour overtime to ensure the Services are delivered on or before the revised delivery date. In the event a delay in delivery or a new delivery date proposed by the Contractor is not acceptable to the Township, acting reasonably, in addition to any other rights and remedies that may be available to the Township at law, the Township may terminate the Contract without any liability whatsoever.

7. Shipping

Where applicable, and unless otherwise specified herein, the Contractor shall ship the goods Delivery Duty Paid (DDP-Incoterms, 2018), to the place of destination specified by the Township in the Contract, using the most direct and economical means. A packing slip must accompany each shipment indicating the Contract number. Title to the good will pass to the Township upon acceptance by the Township as set out in these terms. In the event of loss or damage during shipping, the Contractor shall be required to promptly ship replacement goods at the Contractor's cost.

8. Inspection and acceptance

The Township shall have 30 business days following receipt to inspect and accept the goods or services. Where the Township discovers defective or non-conforming goods or services, the Township may at its option and without prejudice to any other rights or remedies it may have hereunder or at law: (a) at the Contractor's expense, return goods for a refund, credit, repair or replacement or (b) obtain a price reduction or re-performance of non-conforming services. No payment shall be owed for the goods or services unless and until the Township has accepted the good or service.

If any part of the goods or services provided are not acceptable, the Township shall notify the Contractor of the deficiencies, and, upon receiving such notice, the Contractor shall take immediate corrective action and remedy the deficiencies within 10 days. The Township may hold back payment or set off against payment if the Contractor has failed to comply with any requirements of the Contract.

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9. Warranty

The Contractor represents and warrants that: (i) any services will be performed in a good and workmanlike manner and of a quality at least equal to that generally accepted in the industry for similar work; (ii) any goods will not be subject to economic sanctions and will be merchantable, new and of current production; and (iii) for a period of one (1) year following the Township's acceptance, or such longer warranty period as may be specified in the Contract, any goods will be free from defects in design, material, and workmanship; and where applicable, will conform to and perform in accordance with specifications, drawings, and samples accepted by the Township.

Goods or services failing to comply with applicable warranties will be, at the Township's option, (i) returned for a full refund (ii) repaired, (iii) replaced; (iv) re-performed by the Contractor using alternate personnel if instructed by the Township or (v) rejected by the Township, at no cost or expense to the Township and with any shipping and transportation costs and risk of loss and damage in transit borne by the Contractor.

Repaired and replaced goods or re-performed Services shall be warranted as set forth in this Section. The above warranties, together with any additional Contractor warranties, survive inspection, test, acceptance of, and payment for the Goods or Services. Unless otherwise specified on the face of the Contract, if an additional warranty-related obligation (e.g. manufacturer's warranty) sets a warranty time period or warranty standard that is not consistent with a warranty time period or warranty standard set out in this Section, the Contractor shall comply with the longest time period and highest standard.

10. Prices, Payment and Invoicing

Unless otherwise specified in the Contract, all prices are in Canadian dollars and are the maximum prices to be charged for the goods and services. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. The Township is not liable for any services performed or goods delivered in excess of those required by the Contract unless expressly agreed in writing in advance.

Township's terms of payment will be net twenty-eight (28) calendar days from the receipt of a proper invoice for goods and/or services delivered in accordance with the requirements and accepted by the Township.

Invoices shall be forwarded electronically to:

acctspayable@springwater.ca

The Township of Springwater

Finance Department – Accounts Payable

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2231 Nursery Road

Minesing, ON L9X 1A8

Invoices must contain an invoice number, the RFT number, and a complete description of goods/services and prices in accordance with the RFT and the contractor's bid. Failure to submit an invoice with the correct information may result in payment delays.

For EFT payments, the Contractor will be required to provide the Township with the necessary banking information to enable electronic fund transfers for the payment of invoices.

Late invoice payment fees/charges, of any kind, will not be accepted or paid by the Township.

The township may withhold from, reduce, or set-off against any amount due to the Contractor, such sums as are reasonably necessary to cover non-performance or liability of the Contractor.

11. Termination

The Township may immediately terminate the Contract for sufficient cause at its own discretion, including but not limited to non-performance, late delivery, or inferior quality.

Either party may terminate the Contract by giving the other party sixty (60) calendar days' written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

Upon termination of the Contract: (a) the Contractor shall return to the Township everything provided to the Contractor by the Township; and (b) the Township shall be responsible only for payment for the goods and services satisfactorily provided to the date of termination subject to the submission of acceptable invoices.

12. Township's Liability

The Township's liability under this Contract shall be limited to the actual goods and/or services ordered by the Township, provided by the Contractor, and accepted by the Township.

13. Intellectual Property

The Contractor agrees that all intellectual property and every other right, title, and interest in and to all concepts, techniques, ideas, information, and materials, provided by the Township to the Contractor shall remain the sole property of the Township at all times.

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The Township will have free title to and all ownership interests in the deliverables provided by the Contractor to the Township pursuant to the Contract. In the event that the deliverables provided by the Contractor contain proprietary materials that existed prior to the effective date of the Contract (“Pre-Existing Materials”), the Contractor grants to the Township a perpetual, paid-up, royalty-free, irrevocable license to such Pre-Existing Materials to the fullest extent required by the Township to make use of the materials for the Township’s own purposes and for any additional purpose as may be expressly contemplated by this Contract.

The Contractor represents and warrants that the provision of any goods and services under the Contract shall not infringe or induce the infringement of any third-party intellectual property rights.

14. Confidentiality

The parties agree that any information concerning the business or affairs of the other party (or its directors, officers, agents, employees) about which the other party becomes aware of in the course of the Contractor performing the services shall be treated as confidential and shall not be used for any purpose other than that contemplated by the Contract.

The Contractor agrees not to directly or indirectly use, collect, disclose, or destroy any proprietary or personal Information for any purposes that are not authorized by the Township. If, in the performance of the Contract, the Contractor has access to information that is proprietary or personal, the Contractor agrees that such information will be used only for the purpose intended and the Contractor will ensure the security and integrity of the information.

15. Accessibility Legislation

It is the Contractor’s responsibility to ensure that it is fully aware of and meets all requirements under the *Accessibility for Ontarians with Disabilities Act* (AODA) and associated regulations. Where applicable, the Contractor must provide confirmation of completion of AODA training for all employees providing services under this Contract.

16. Contractor Records

The Contractor shall keep proper accounts and records of costs and expenditures in connection with the Contract including paid invoices for a period of three (3) years following the expiration or termination of the Contract and shall make them available to the Township upon request, for audit and inspection at any time. Where such audit or inspection discloses an overpayment by the Township, the Township shall have a right to set-off the amount of such overpayment against future Contractor invoices issued pursuant to this or any other Contract and, to the extent that the Township’s right to set-

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off is not exercised or not adequate to cover such overpayment, the Contractor shall be responsible for repaying such overpayment.

17. Indemnity

The Contractor shall indemnify and hold harmless the Township and its officers, directors, agents, employees, or governors, from and against any action, claim, demand, cost, charge, loss, and expense (including legal, expert, and consultant fees), including for infringement of third-party intellectual property rights or for third party bodily injury (including death), personal injury and property damage, arising out of or attributable to anything done or omitted to be done by the Contractor, employees, agents, representatives, and subcontractors, in connection with the Contract.

18. Insurance

The Contractor shall maintain insurance for the term of the Contract, at its own cost and expense, including:

- (a) Comprehensive commercial general liability insurance on an occurrence basis for third-party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence and will identify the Township as an additional insured. The Contractor shall provide the Township with evidence of insurance upon request.
- (b) Automobile Policy (O.P.F. 1) covering all vehicles owned in whole or in part and licensed in the name of the Contractor including all vehicles leased on a long-term basis for which the Contractor is required to provide bodily injury and property damage insurance. Such policy of automobile insurance to carry limited of not less than \$5,000,000.00 inclusive.

The Contractor shall provide to the Township, proof of said insurance, prior to the commencement of work.

If the Contractor is providing professional services under this Contract, the Contractor shall also maintain professional liability insurance in the amount of not less than \$2,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under the Contract.

The Contractor shall comply with all applicable workplace safety and insurance laws and regulations and, if applicable, shall make any required contributions to the Workers Safety and Insurance Board. Upon request, the Contractor shall provide the Township with a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the Contractor's good standing with the Board.

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19. Amendment and Assignment

This Contract may not be amended or modified in any respect except as agreed to in writing and signed by both parties.

The Contractor may not assign or transfer any right or obligations hereunder without the prior written consent of the Township.

20. Severability and Waiver

If any term or condition of the Contract is to any extent invalid or unenforceable, the remainder of the Contract shall not be affected. Any provision which by its nature ought to reasonably survive the termination or expiry of the Contract shall survive such termination or expiry.

Any delay by the Township in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy.

21. Governing Law and Jurisdiction

This Contract shall be governed by the laws of the Province of Ontario and each party submits to the exclusive jurisdiction of the courts of the Province of Ontario and the courts competent to hear any appeal.

22. COVID-19 Pandemic

The Contractor shall acknowledge the presence of the COVID-19 virus pandemic in Canada and other jurisdictions forming part of the supply chain for labour and materials required for the performance of the Contract and shall prepare and implement a COVID-19 Operation and Contingency Plan aligned with best practices published by the Provincial and Federal Governments.

23. Working on Township Property; Clean-up; Storage of Contractor Materials

The Contractor shall comply with all Township policies applicable to parties working on Township property and shall be responsible for any damage to Township property or equipment caused by Contractor personnel (including subcontractor personnel).

The Contractor shall provide continuous and adequate protection of all work from damage and shall protect the Township's property from injury or damage arising from or in connection with this work. The Contractor shall make good any such damage or injury.

The Contractor shall be responsible for the cleanup of the Contractor's worksite and the proper disposal of materials, including without limitation packaging or waste.

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The Contractor shall in all cases obtain a pre-approval in writing from the duly appointed Township representative prior to storing any Contractor materials, including equipment or tools, on Township property. Storage of Contractor material on Township property is at the Contractor's sole and exclusive risk. The Township is not responsible for any damage to, or loss of, the Contractor's material while stored on Township property.

24. Health and Safety Policy and Procedures

The Contractor will provide the Township, prior to commencement of work, a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Township's safety procedures in accordance with the Occupational Health and Safety Act (re: duties of employers).

25. Township Health & Safety Policies

The Contractor shall review and be familiar with the Township's Health & Safety Policies. The Contractor shall be responsible for arranging for a corporate management representative of their firm to meet with the Township Health and Safety Officer prior to the commencement of the work to ensure that all subcontractors and employees under their control operate in accordance with these policies. Failure to do so will result in written notification given to the Contractor to comply with the Health & Safety within one working day and should the issue remain unresolved the work shall be suspended until such items are resolved to the satisfaction of the contract administrator or designate. No compensation will be given for any loss of time due to a work stoppage related to a Health & Safety Policy issue.

26. Health and Safety Legislation

The Contractor shall be the designated "constructor", as defined in Ontario's *Occupational Health and Safety Act* ("OHSA"), for the work site and shall fulfill the responsibilities of the position under the OHSA and its Regulations and any other health and safety legislation.

Any damages or fines that may be assessed against the Township by reason of breach or breaches of any health and safety legislation by the Contractor or any of its subcontractors shall entitle the Township to set off the damages against payment under this Contract or any other contract.

Prior to commencing the work, the Contractor shall identify to the Township the designated work site supervisor, the designated health and safety representative, any subcontractors, and any additional personnel representing the Contractor, along with their respective roles and responsibilities in the performance of the Deliverables.

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27. Licenses and Permits

The Contractor shall obtain and hold throughout the term of the Contract any and all permits, approvals, and licenses required by any municipal, provincial, or federal government or authority having jurisdiction over the whole, or any part of, the work to be performed by the Contractor pursuant to the Contract. The Contractor shall provide the Township with copies upon request.

28. Safety Standards

It is the responsibility of the Vendor to work in a safe and orderly manner so as not to constitute any safety hazards to workers, visitors to the site, or local residents. All work shall be performed in compliance with the *Occupational Health and Safety Act* and associated Regulations, including WHMIS, Confined Space Entry, Trenching & Excavation procedures, the *Highway Traffic Act* and Regulations, *Traffic Control Manual for Roadway Work Operations* (MTO), *Transportation of Dangerous Goods Act* and all other applicable Federal, Provincial and Municipal legislations. All staff must be properly attired with traffic safety vests, hard hats, and safety boots. All equipment utilized on site shall be equipped with proper warning lights, beepers, and markings as required by the MTO.

29. Construction Act

The Contractor shall comply with the *Construction Act* and its Regulations, and other applicable statutes and regulations, and discharge its lawful obligations to its subcontractors. The Contractor shall satisfy any claims against the Contractor or the Township by its subcontractors.

All payments under this Contract shall be subject to the holdback and other provisions of the *Construction Act*. The release of the holdback shall be in accordance with the requirements of the *Construction Act*.

Prior to the release of the holdback, the Contractor shall submit to the Township the following documents:

- (a) WSIB Certificate of Clearance dated after the commencement of the 60-day lien period;
- (b) a Standard Statutory Declaration; and
- (c) proof of publication of certification of substantial performance under Section 32 of the *Construction Act*.

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

*****Insert Contractor Name*****

Signature: _____

Name: _____

Position: _____

Date: _____

Signature: _____

Name: _____

Position: _____

Date: _____

I/We have the authority to bind the Corporation.

The Corporation of the Township of Springwater

Signature:

Name:

Position:

Date:

Signature:

Name:

Position:

Date:

I/We have authority to bind the Corporation

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Appendix A: Tender Form

Tenderers must complete this form and upload it to the online portal

Please ensure all information is legible.

2024-13-PW-Elmvale Wastewater Treatment Plant Upgrade	
As Supplied by: _____	
Firm Name	

Address	Postal Code
(Hereinafter called the Tenderer)	

To:	The Corporation of The Township of Springwater 2231 Nursery Road Minesing, On L9X 1A8 (Hereinafter Called the Township)
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Tenderer Information:

Tenderer's Contact Person	
Office Phone #	
Toll-Free #	
Cellular #	
Email address	
Website	
WSIB Account #	
HST Account #	

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The Tenderer declares:

No person(s), firm, or corporation, other than the Tenderer, has any personal interest in this Tender or in the award for which this Tender is made;

1. No Member of Council, no officer, or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
2. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm, or person making a Tender for the same and is in all respects without collusion or fraud;
3. By signing this submission, I confirm I have read and understand the content and requirements of the RFT document.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The receipt of the addenda will be acknowledged online prior to submitting your bid.

I/WE the undersigned have reviewed the RFT documents and agree to supply all labour, materials, and equipment necessary to complete the Work in compliance with the terms, conditions, and specifications as noted in the RFT.

DATED ON _____ THE _____ DAY OF _____ 2024

SIGNATURE ON BEHALF OF TENDERER

Name:

Title:

By my signature, I hereby confirm I am duly authorized to sign on behalf of the Tenderer.

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Appendix B: Financial Bid

Complete the cost summary online by breaking down costs. The portal will calculate a subtotal, HST, and the Total. All pricing must be in Canadian Dollars (CAD).

Please complete the Financial bids in the online portal.

The total cost includes all costs and expenses associated with providing the deliverables and services as specified in this RFT.

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Appendix C: List of Proposed Subcontractors Form

Complete this form online in the B&T portal

List of Proposed Sub-Contractors		
Sub-Trade	Business Name and Contact Name of Proposed Sub-Contractor	Phone #/Address of Sub-Contractor

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Appendix D: Work Experience

Work Experience Form: Experience in Similar Work Complete this form online in the B&T portal			
Year Completed	Description of Work	For Whom Work Performed Name/Address/Phone/ Email	Value

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Appendix E: Staff List

Complete this form online in the B&T portal

Staff List: List of Staff to be Employed on this Contract		
Name	Position	Qualifications/ Experience