THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON
TENDER REQUEST
FOR
Sanitary Sewer Main Flushing, Cleaning & CCTV
Also referred to as RFQ PW 2019-14
As issued by
Municipality of Brighton Wastewater Department

Please Note: Bid Registration

Bid Registration is provided and mandatory to assist in the issuance of any addendum/addenda (via fax or email), should the need arise. Prospective Bidders are required to register and, check the Municipality’s Website for any addendum(s) that may have been issued prior to the specified closing date. The Municipality of Brighton is not responsible for the Bidders failure to register for updates or addendum/addenda to the original posted Bid; it is the Bidders responsibility.

To Register Bid Please Email: lisa@brighton.ca
PART I - TENDER
The Corporation of the Municipality of Brighton (later referred to as “The Municipality”) invites qualified and experienced (minimum of 10 years). Proponents to submit a quote for the supply of all necessary services/equipment for Flushing, Cleaning & CCTV of Sanitary Mains within the Rural area of The Municipality. The successful Proponent will also provide a written and digital report and cost for services.

Overview of Requirements
➢ Sewer flushing where directed (assume 7,000 meters of Flushing, and CCTV of sanitary sewer, as well as pricing for repairs with quote), as directed by the Wastewater Supervisor

All inquiries are to be submitted in writing to: The Municipality of Brighton
Public Works & Infrastructure
Attention: Keith Lee
Wastewater Supervisor
67 Sharp Road,
Brighton, Ontario  K0K 1H0
klee@brighton.ca

Sealed envelopes clearly marked as to the contents will be received at the Municipality of Brighton, Department of Public Works and Infrastructure Office, 67 Sharp Road, Brighton, Ontario, K0K 1H0, until 11:30 a.m. local time on Friday, August 23, 2019. Proponent’s name and address are to be clearly indicated in the left top corner on the front of the envelope.

THE MUNICIPALITY RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMISSIONS WITHOUT FURTHER QUESTIONS OR REDRESS FROM ANY RESPONDENTS. ALL QUOTATIONS ARE AWARDED BY RESOLUTION OF COUNCIL.
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Schedule 2 – Subcontractor Form
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2.0 SUBMISSION OF TENDERS

a) Tenders will be received at: The Municipality of Brighton
Public Works and Infrastructure
Attention: Keith Lee
67 Sharp Road
Brighton, Ontario
K0K 1H0

Proposals will be publicly opened immediately following the Friday, August 23, 2019
at 11:30 a.m. deadline at the same location.

Note: The use of mail, or courier services, or any third party for delivery of a Proposal will be
at the risk of the Proponent. A Tender must be received at the Municipality of Brighton Public
Works and Infrastructure Office by the closing date and time, or it will be returned to the
Proponent unopened.

b) Tender shall be submitted on the supplied Form of Tender, which shall be completed in
every respect, with all blank fields, filled in legibly. Tenders must be properly signed and
sealed; otherwise, the Tender may be rejected as informal.

c) Tenders may be withdrawn, by written notice to the Wastewater Supervisor, up to 2
hours prior to the opening of the first Proposal.

d) Tenders will not be accepted if submitted by fax or e-mail.

e) Claims for extras, on the basis that Work was noted in one or more of the Contract
Documents and not shown or noted in another, shall not be entertained.

f) Tenders must be submitted without any knowledge, comparison of figures or arrangement
with any other person making any Tenders or estimate for the same purpose. Tenders
must also be submitted without collusion or fraud and that no officer of the Municipality
shall become interested, directly or indirectly, as a contracting party, partner, surety, or
otherwise in the performance of the Contract, or in the supplies, work or business to
which it relates, or in any of the monies to be derived therefrom.

g) The Proponent shall give the unit price both in words and in figures, except as permitted
otherwise, shall fill in all blank spaces for unit prices, item prices, Time of Completion and
other information.

h) A Proponent who has already submitted a Tender may submit a further Tender at any
time prior to the official closing time. The lowest bid received shall apply.
Tenders which are unbalanced, incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

2.1 OVERVIEW

The purpose of this Tender document is to solicit interested Proponents to submit a quote for the supply of all necessary services/equipment for Flushing, Cleaning, CCTV and Repair of Sanitary Mains. The successful Proponent will also provide a report and cost for services.

Sewer flushing, cleaning, CCTV and repairs of select lengths of sanitary sewer, as directed by the Wastewater Supervisor.

Materials and work which are not specifically described or shown in the Contract Documents, but the necessity of which can reasonably be considered as inferable from the Contract Documents, shall be supplied and performed by the Proponent at no additional cost to the Municipality and the Proponent shall not claim extra payment, or an extension of the time for completion on account thereof.

2.2 DEFINITIONS

See Appendix ‘A’ for definitions that apply hereto.

2.3 INQUIRY

Any questions regarding this Tender must be received in writing by e-mail no later than Friday, August 16th, 2019 and must be directed to Keith Lee, Wastewater Supervisor, Municipality of Brighton, at klee@brighton.ca. Inquiries with a response that may result in a change(s) of the interpretation of the Tender will be addressed in an addendum(s), a copy of which all plan takers can obtain from the municipal website after 10:00 a.m. Wednesday, August 21st, 2019.

2.4 REVIEW OF SITE CONDITIONS

Prior to the prescribed closing date and time, Proponents are responsible for visiting the survey area and reviewing the existing conditions that may impede the work or affect their submission. All Proponents will be held accountable to have examined the area, and to have satisfied themselves as to the conditions of the premises. Proponents are to confirm the means of access, nature and quantity of work required before delivery of the Tender. Proponents shall make their own estimate of the difficulties to be encountered, including the verification of any site measurements (including those in the Tender specifications) for all existing conditions that may impact the work. No allowances will be made to any Proponent by reason of any error, omission or neglect on their part in these respects. Proponents shall not claim, at any time after submission of the Tender, that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.
2.5 INSURANCE REQUIREMENTS

a) The Proponent shall continuously maintain, throughout the term of the Contract, and pay for the following insurance coverage:

b) Commercial general liability insurance including personal injury, broad form contractual liability, Municipality’s and Proponents protective, completed operations and non-owned automotive liability in an amount of not less than two million dollars ($2,000,000) per occurrence applying to all Proponents for claims arising out of one occurrence.

c) Automobile liability insurance in respect to licensed vehicles owned and/or leased, with limits of not less than two million dollars ($2,000,000) inclusive per occurrence for bodily injury, death and damage to property.

d) Environmental insurance in the amount of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) in aggregate.

A certificate of insurance must be submitted by the Proponent in the quotation package.

The policy shall include the Municipality of Brighton as an additional insured in respect of all operations performed by or on behalf of the Proponent in relation to the Contract requirements.

2.6 WORKPLACE SAFETY & INSURANCE BOARD (WSIB) REQUIREMENTS

Adherence to WSIB requirements is mandatory for this project. A certificate of clearance from the Workplace Safety & Insurance Board shall be submitted by the Proponent in the quotation package.

2.7 EXPERIENCE / REFERENCES

a) Proponents are to complete the attached Experience/References Form (Schedule 1 and 2) for their company and all named subcontractors and submit it with their Tender at the time of closing of the Tender. By completing this information, Proponents consent to the Municipality contacting the references provided, or any obtained independently, in order to obtain further information in relation to the quality and scope of work provided by the Proponent, as well as information relating to any of the above assessment factors. The Municipality reserves the right not to award this project to any Proponent.

b) Proponents named subcontractors are to each have and, if requested, be able to provide conclusive proof of acceptable qualifications and related business experience.

c) Firms submitting Tenders must have a minimum Ten (10) years related experience in similar projects.
d) Completion of a minimum of at least two (2) similar projects, of a comparable size and volume is a requirement for firms submitting Proposals.

e) References from prior and similar size projects with contact information.

2.8 SUBCONTRACTING

Proponents are to complete the attached Subcontractor Form and submit it with their quotation package. The Municipality reserves the right, in its sole discretion, not to recommend an award to any Proponent whose named subcontractor(s) is/are deemed to be unsuitable, lack of experience or has/have an unsatisfactory health and safety record. Proponents using subcontractors shall be responsible for their quality of work and rectification of substandard work.

The successful Proponent shall be responsible to the Municipality to guarantee that each Subcontractor hired by them carries the required amount of insurance, subject to the inclusive limits, as noted in this document. The Proponent will obtain, for the benefit of the Municipality as requested, certificates of insurance from each subcontractor. Each certificate of insurance is to be submitted with the quotation package.

2.9 ELECTRONIC COPY OF TENDER

This Tender document (drawings and other attachments where applicable) is available in pdf format, upon request. All submissions must be in hard copy. Any information contained in the Tender document that is changed by the Proponent (except for filling in the blanks) may result in rejection of the Tender.

2.10 LIMITATION OF LIABILITY

The Municipality is not liable for any expenses, cost or losses suffered by any Proponent, or any third party, preparing their tender document, as a result of the Municipality exercising any of its expressed or implied rights under this document.

2.11 SUBMISSION OF TENDER

The tender should include items listed hereunder, but also include other considerations based on the Proponent’s understanding of the project.

Provide a brief tender, résumés and company credentials. Appendices are to be limited to résumés, project lists and corporate information. The minimum acceptable font size is 12.

The Proposal shall include:

a) A detailed work plan (including a traffic control program) and a weekly project schedule, which will identify all major components of this project and their anticipated start and completion dates.

b) Disclosure of any perceived conflict of interest.
2.12 CONTRACT DURATION / TIME OF WORK COMPLETION

The Work is to be completed by November 1st, 2019 unless authorized by the Municipality. By signing the Signature Page, the Proponent confirms his/her ability to comply with the completion dates indicated for this project.

2.13 TAXES ON QUOTED PRICES

A copy of the Proponent’s HST registration number is to be included with the Tender package.

2.14 CONTINGENCY ALLOWANCES

Where the Municipality considers it advisable, under the circumstances of the project, to provide additional Lump Sum allowance(s) to pay for Work which is completely unforeseen, such allowance(s) are reflected in the Form of Tender as Contingency Allowance(s). The successful Proponent is not entitled to payment from such allowances except for extra or additional Work carried out by the successful Proponent in accordance with the Contract and only to the extent of such extra or additional Work as authorized in advance by Keith Lee, Wastewater Supervisor in writing.

2.15 CONTRACT AWARD AND EXECUTION

For the purposes of this Contract, the date of award of the Contract shall be deemed to be the date when the Municipality has, in writing, notified the successful Proponent by e-mail, registered mail, and courier or fax that the conditions, precedent to the award, have been satisfied.

Without limitation and to summarize the requirements of other paragraphs of the Tender, the following documentation shall be included with the quotation package:

a) Completed and Signed Form of Tender
b) 50% Performance Bond and 50% Labour and Material Payment Bond
c) HST registration number
d) List of subcontractors
e) Proof of insurance
f) Workers’ Compensation Board Certificate
g) Copy of Proponent’s Health and Safety Policy

If the Proponent refuses or fails to execute the contract within ten (10) working days of the date of award, it will be considered that the Proponent has abandoned all rights and interest in the contract. The Municipality shall, in such event, be free to award the contract to another Proponent, or to re-bid the work.

Tender shall be irrevocable for 60 days.
2.16 BASIS OF AWARD

It is the intention of the Municipality to award this Tender based on the most compliant and responsive Tender. All Contracts will be awarded by resolution of Council.

The Municipality may elect not to approve the award of this Contract for any reason. **IF THIS REQUEST FOR TENDER IS CANCELLED, THE PROPOSED AGREES TO WAIVE ANY RIGHT TO CLAIM ANY DAMAGES OR COST RECOVERIES WHATSOEVER AGAINST THE MUNICIPALITY OF BRIGHTON, ITS ELECTED OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS.**

The Municipality reserves the right, in its sole and unfettered discretion, to:

- Issue an Award for this work in whole or in part;
- Refrain from making an Award;

No liability shall accrue to the Municipality for its decision in this regard.

2.17 INFORMAL TENDERS

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

2.18 UNBALANCED OR INCORRECT TENDERS

a) The unit price quoted in the Form of Tender shall be a reasonable unit price for each item. The Municipality shall be the sole judge of such matters. Any Tender considered by the Municipality to be unbalanced may be rejected.

b) When the amount for an item does not agree with the extension of the estimated quantity and the shown unit price, the unit price shall govern and both the item amount and the total Tender price shall be corrected accordingly. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.

c) Notwithstanding the values that may have been read out at the Tender opening, the corrected Tender values, as determined by the procedures contained herein, shall be used to establish the ranking of the Tender.

2.19 PERFORMANCE SECURITY

a) Every Tender package shall be accompanied by a fully completed and signed ‘Agreement to Bond’ form for a 50% Performance Bond and a 50% Labour and Material Payment Bond from a Surety Company with an established office in Ontario and acceptable to the Municipality. The Bond will not be accepted by a facsimile transmission. In lieu of the above bonding, a Letter of Credit may be provided equal to 40% of the Total Tender Amount (sum of Items 1, 2 and 3).
b) The Performance Bond and Labour and Material Payment Bond together, or Letter of Credit shall constitute the Contract Performance Security, which will be required to ensure the performance of the contract, including, without limitation, the construction, alteration, repair and maintenance of all Work provided for by the Contract.

c) The Contract Performance Security shall remain in full force and effect until substantial performance of the contract, or until such time as the Contractor is released from the warranty period (120 Days), whichever is longer.

d) The party to whom the Contract is awarded will be required to provide the fully executed Contract Performance Security within ten (10) working days of the date of notice of award to the successful Proponent.

e) The costs of providing the Contract Performance Security shall be deemed to be included in all of the items in the Form of Proposal and no separate payment shall be made for same.

2.20 ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

a) The Municipality shall have the right to make or order any alterations and changes, such as may be deemed advisable at any time before, or during the prosecution of the work, or to suspend or omit any portion of the work, or to order any additional or extra work to be done, or additional or extra materials to be furnished; and the Proponent shall, in pursuance of written orders to that effect, proceed with, carry out and execute the additional or extra work as directed, and shall supply such additional materials, and do such additional or extra work, without being entitled to any extension of time for completion, or any additional payment on account thereof, except only as herein provided.

b) Any extra work must be approved by the Wastewater Supervisor in writing prior to commencing the extra work. The Proponent must furnish the Wastewater Supervisor with satisfactory vouchers for all labour and material expended on such additional work. Payment for extra work involving rental of machinery and heavy equipment will be made at reasonable rental rates agreed upon before the extra work is begun. The current schedule of rental rates of the Provincial Ministry of Transport and Communications will generally be used for the rental of machinery.

c) Where extra work is performed for, or on behalf of the Proponent by a Subcontractor, payment shall be based on the actual cost invoiced to the Proponent plus overhead and profit.

d) In the event of any circumstances arising at any time which, in the Proponent’s opinion would entitle the Proponent to additional compensation and which are not fully provided for herein, the Proponent shall at once, on the discovery of such circumstances, notify the Wastewater Supervisor in writing and shall state clearly and fully the circumstances, and the additional sum or compensation demanded, or otherwise there shall be no claim in respect thereof.

e) If the Contract does not contain any prices applicable to the extra, additional or omitted work, then the Proponent and the Wastewater Supervisor may agree on a price for such work; in which case the price shall be comparable to prices tendered on work of a similar nature.
f) All claims of every nature which the Proponent may have in respect of the Contract or work done thereunder, are to be summarized and submitted to the Wastewater Supervisor, together with a full account for such work, at the time of completion. No claim of any nature may be made afterwards; and no claim not then made, or allowed by the Wastewater Supervisor, shall be sustainable.

2.21 DEFAULT AND TERMINATION

1) In the event the successful Proponent does not follow the submitted Work Plan and complete the Work by the date specified in the Contract Documents, then:
   
   (a) the Municipality reserves the right to terminate any Contract, in whole or in part, and in the event of such termination no payment will be owing by the Municipality on account of said Contract and the Proponent will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the Municipality; or
   
   (b) if the Municipality does not terminate this Contract for lateness, the Municipality may deduct and setoff from any payments owing to the Proponent all additional costs the Municipality reasonably incurs on account of the lateness.

2) The Municipality may, by written notice at any time, cancel the Contract with respect to the item which, as of the date of cancellation, has not been received/completed.

3) The Municipality may at any time, and for any reason, by written notice to the successful Proponent terminate the Contract before the completion of all the work. Upon receipt of such notice, the Proponent will perform no further work other than the work which is reasonably required to make the site safe, terminate the services and return the Municipality’s property. Despite any other provision of the Contract, if the Municipality terminates the Contract before the completion of all the work, the Municipality will pay to the successful Proponent all amounts owing under the Contract for Work provided by the Proponent up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Municipality in its sole discretion. Upon payment of such amounts no other or additional payment will be owing by the Municipality to the Proponent, and for certainty, no amount will be owing on account of lost profits relating to the portion of the Work not performed or other profit opportunities.

4) If the Municipality terminates the Contract, then the Municipality may:
   
   (a) Enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Work;
   
   (b) Withhold payment of any amount owing to the Proponent under the Contract for the performance of the Work;
   
   (c) Set-off the total cost of completing the Work incurred by the Municipality against any amounts owing to the successful Proponent under the Contract, and at the completion of the Work pay to the Proponent any balance remaining; and
(d) If the total cost to complete the Work exceeds the amount owing to the successful Proponent, charge the Proponent the balance, which amount the Proponent will forthwith pay.

PART III – GENERAL CONDITIONS AND SPECIFIC REQUIREMENTS

3.0 LOCATION OF WORK

Approximately 7,000 meters (seven thousand) Flushing and Cleaning, CCTV and repair of Sanitary Sewer Mains within the Municipality of Brighton. Sanitary Sewer System in Appendix "B"

3.1 APPROVALS AND PERMITS

The Work and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial, federal and other authorities having jurisdiction, with respect to any matter arising from this Contract. The Proponent will obtain and pay the fees, if any, for basic approvals and permits relating to the design and location of the work required. These codes and regulations constitute an integral part of these specifications. In case of conflict, the codes take precedence over the Contract Documents.

The Proponent shall protect the property adjacent to the Work areas from damage as the result of the operations under this Contract. The Proponent shall protect the Work and Municipalities property from damage and shall make good at their own expense any damage which may arise as a result of the Proponent’s operations under this Contract.

Any work rejected or requiring correction by any inspection authority shall be rectified at the successful Proponent’s expense and any additional inspections caused by deficient work shall also be paid for by the Proponent.

3.2 SANITARY SEWER FLUSHING

Sanitary sewer flushing, where directed by the Wastewater Supervisor, shall be completed as per OPSS 411 (as amended in November 2015) and include a minimum three (3) passes with Hydro-jet flushing equipment. Debris collected will be taken to the Northumberland/Brighton landfill after decanting. Decanting will be done either on site or at a specified location. Dump tipping fee’s of the debris will be the responsibility of the Municipality of Brighton.

3.3 CCTV SEWER INSPECTION

All CCTV sanitary sewer inspection to be completed in accordance with OPSS 409 (as amended in November 2009) with exception that video cassette tape recordings are not acceptable and all video to be submitted on DVD media or preferably on USB stick. All DVD’s/ USB to be new and each DVD/USB to be accurately labelled as to the streets included on the DVD/USB and date the video was completed (day/month/year). Manhole numbering and street address is mandatory for location
purposes (use Municipal Sanitary manhole numbering at all times unless specified) by the Municipality and required by WW Supervisor and Municipality.

See OPSS 409 for all pre submission requirements, including a sample, fully labelled DVD/USB for Pre-approval.

### 3.4 MATERIALS AND EQUIPMENT SUPPLIED BY THE MUNICIPALITY

All materials and equipment shall be supplied by the Proponent. An account must be set up with the Municipality for water/key (unless the Proponent already has an account in place) to access the bulk watering station.

### 3.5 DAMAGE AND CONTAMINATION

a) The Proponent shall be liable if any damage or contamination is done to property due to improper waste disposal.

b) In the event of improper disposal or accidental spillage, the Proponent shall immediately report to the MOCP/MOE, then proceed to clean the area affected to the satisfaction of the Municipality and all other authorities having jurisdiction. A final report of the Spill will be documented, and a copy will be given to the Municipality.

### 3.6 ACCESS TO SITES

Proponents shall keep existing roads in good travelling condition acceptable to the Wastewater Supervisor and Municipality and make good all damage which may result from their activities. Keep existing roads and other areas clean. If it is necessary to haul wet material, use suitable watertight trucks. Keep dust down to the satisfaction of the Wastewater Supervisor.

### 3.7 CONDEMNED AND SURPLUS MATERIALS

No surplus or other material of any kind, arising from any portion of the work, shall be sold, thrown away, dumped, wasted or otherwise disposed of without the written notice of the Wastewater Supervisor.

### 3.8 HEALTH AND SAFETY

a) The Proponent shall fully comply with all health and safety requirements of the province of Ontario. A copy of the Proponent’s health and safety policy is to be included with the quotation package.

b) The Proponent has the responsibility to provide any personal protective equipment (PPE) for their own workers. If a worker fails to comply with any program, policy, rule or request regarding health and safety, that person will not be allowed on the site until such time the person complies.
c) Prior to starting the work, the Proponent shall meet with the Municipality’s staff to receive safety orientation on the site safety policies of the Municipality.

3.9 PROTECTION OF WORK, PROPERTY AND PUBLIC

a) The Proponent shall comply with applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons, or property, or to protect them from damage, injury or loss.

b) The Proponent shall provide and maintain all necessary security personnel, barriers, fences, warning lights and signs, and take all necessary precautions for the protection and safety of labourers, public and municipal property.

3.10 WORK SCHEDULE

The Proponent must commence work within ten (10) working days of Contract award. The Proponent shall supply a detailed work schedule consistent with the length of project completion time of October 1st, 2019 unless authorized by the Municipality.

3.11 PROTECTION OF ENVIRONMENT

Do not refuel, clean or maintain equipment adjacent to, or in any watercourses, or drains leading to watercourses. Do not fuel equipment within thirty (30) metres of any watercourse unless non-spill facilities are used. Emptying of fuel, lubricants, pesticides or construction materials into any watercourse is strictly forbidden. Carry out all refuelling at approved refuelling areas only. The Proponent shall not discharge, or permit discharge into water any oils, fuels, bitumen’s, garbage, trash, sewage, or other material which may be harmful to fish, wildlife or vegetation. Should the Proponent spill, dump, lose, throw overboard or sink any material, plant, machinery or appliance, which in the opinion of the Wastewater Supervisor may be dangerous to the environment; the Proponent shall promptly recover the same at the Proponents expense.

3.12 PUBLIC NOTIFICATION

One week prior to the start of Flushing notification through the Municipal website will be given to the residents of Brighton.

1. Municipal website
PART IV – FORM OF TENDER

4.0 COMPANY INFORMATION

NOTE: PLEASE USE INK OR PRINTER

Name of Company: __________________________________________________________
Address/City/Town: ________________________________
_____________________________________________________
Postal Code
Telephone Number: ________________ Fax Number: _______________________
E-Mail Address: ________________________________
Name of Person Signing for Company: _________________________
Position of Person Signing for Company: _________________________
Name of Contact Person: ________________________________
HST Number: ________________________________

TENDER RECEIVED BY

The Municipality of Brighton
Public Works and Infrastructure
Attn: Wastewater Supervisor
67 Sharp Road,
Brighton, Ontario,
K0K 1H0

Date: ________________________________

We acknowledge that we have received addenda numbered ___ to ___ inclusive, and
the prices quoted include provisions set out in such addenda.

NOTE: Your Proposal will be rejected in its entirety if the addenda, if any, are not
acknowledged and provided for in the prices submitted.
Respondents must include ALL APPLICABLE SECTIONS of the Tender Package at the time of closing.

INCLUDE ENTIRE SECTION IV AS THE FORM OF TENDER

4.1 SUMMARY OF PRICING

To: The Corporation of the Municipality of Brighton, Public Works and Infrastructure, 67 Sharp Road, BRIGHTON, Ontario, K0K 1H0

The undersigned, being a body corporate, duly incorporated and authorized to carry on business in the Province of Ontario, hereinafter called the Proponent, having carefully examined the Contract Documents, all addenda thereto and all other information and documents pertaining to the proposed project covering the Work requirements and being aware of all the conditions affecting the cost of the Work, hereby offer to furnish all labour, supervision, materials, tools, construction equipment and other facilities (other than those specifically stated in the specification as being supplied by others) and to perform all necessary Work and proper for, or incidental to, the project and associated work at the site together with the guaranteeing of same in conformity with the Contract to be entered into upon acceptance of this Proposal.

Total for Items 1, 2 and 3: $__________________________
(Basis of Award)

HST $__________________________

TOTAL AMOUNT (INCLUDING HST) $__________________________

TOTAL AMOUNT IN WORDS, FOR THE STIPULATED SUM OF

$__________________________ dollars (Including HST)

All of which is submitted and duly executed under the corporate seal, this _____ day of ____________, 2019.

Name: __________________________________________

Signature: ________________________________________
The above total has been calculated using section 4.2 (Pricing Schedule) and the estimated quantities shown in the Pricing Schedule. The final valuation of the work will be made based on actual quantities measured on completion of the work at the prices contained in the Pricing Schedule. The unit prices set out in Pricing Schedule are also to be used for any extra Work authorized by the Wastewater Supervisor and for computing payments. It is understood that the quantities of work, shown in the Pricing Schedule, are subject to increase or decrease and are approximate only; and the Bidder offers to do the work, whether the quantities are increased or decreased, at the unit prices stated in 4.2 Pricing Schedule.

### 4.2 PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Flushing Sanitary Sewer</td>
<td>L.M.</td>
<td>7,000 M</td>
<td>$________/M</td>
<td>$____________</td>
</tr>
<tr>
<td>2</td>
<td>CCTV Sanitary Sewer</td>
<td>L.M.</td>
<td>7,000 M</td>
<td>$________/M</td>
<td>$____________</td>
</tr>
<tr>
<td>3</td>
<td>Test Joints</td>
<td>L.M.</td>
<td></td>
<td>$________/M</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td><strong>Provisional Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Provisional- Seal and Re-Test Joint</td>
<td>Each</td>
<td>0</td>
<td>$________/E</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Provisional- Test Service Lateral</td>
<td>Each</td>
<td>0</td>
<td>$________/E</td>
<td>NA</td>
</tr>
<tr>
<td>6</td>
<td>Provisional- Seal and Re-Test Service Lateral</td>
<td>Each</td>
<td>0</td>
<td>$________/E</td>
<td>NA</td>
</tr>
<tr>
<td>7</td>
<td>Provisional- CIPP lining 250mm AC</td>
<td>L.M.</td>
<td>0</td>
<td>$________/M</td>
<td>NA</td>
</tr>
<tr>
<td>8</td>
<td>Provisional- Cut out Laterals</td>
<td>Each</td>
<td>0</td>
<td>$________/E</td>
<td>NA</td>
</tr>
<tr>
<td>9</td>
<td>Provisional- Maintenance Hole Sealing, Riser and Cover Section</td>
<td>Each</td>
<td>0</td>
<td>$________/E</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Provisional- Maintenance Hole Sealing, Precast Section</td>
<td>Each</td>
<td>0</td>
<td>$________/E</td>
<td>NA</td>
</tr>
</tbody>
</table>

Notes: L.M. and M means linear meter, E means Each

**Total for Items 1, 2 and 3: (excluding HST)** $___________________
The Proponent will be paid for the actual distance sanitary sewer main flushing and CCTV. If the actual quantity differs from the quantity listed in the Contract by more than fifteen (15) percent, then the unit price may be revised, after negotiations.

It is agreed by the parties to the Contract that in case the work is not completed within the Contract time, the Proponent will pay to the Municipality the sum of two hundred dollars ($200) for each calendar day the work is not completed in the form of liquidated damages. The Municipality may deduct any amount due or payable to the Proponent.

The Proponent 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 of Foreign State, Fire, Flood, Earthquake, or delays of subponents due to such causes.

SCHEDULE 1

PRO懂得ENT’S EXPERIENCE / REFERENCE FORM

All Proponents are to have an acceptable and successful track record of completing at least two past projects of similar size, value and relevant scope of work as required in this Contract within the past ten (10) years. The Municipality reserves the right to reject any Proponent who cannot meet this requirement.

Provide below projects that comply with the requirement above.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Completion Date of Contract</th>
<th>Corporation / Municipality for Whom Work Was Performed</th>
<th>Name of Contact Person</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

SCHEDULE 2

SUBCONTRACTOR FORM

<table>
<thead>
<tr>
<th>Sub-Trade Category</th>
<th>Proposed Subcontractor</th>
<th>Experience (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Name of Firm Submitting Bid: ________________________________

**SCHEDULE 3**

**COMPLETION OF THE PROJECT**

Infiltration and Inflow Study, the work, must be completed by October 1st, 2019. Extension may be given upon request and approval from the Supervisor.

We, (Bidder’s Name) ________________________________ agree to commence work within ______ Calendar days from the date of entering into an agreement with the Municipality of Brighton.

We agree to complete the work within ______ weeks from the date of entering into an agreement with the Municipality of Brighton.
Appendix “A” - Definitions

**Contract/Contract Documents** – collection of documents representing a commitment from both the successful Proponent and the Municipality to complete Work as described in the documents.

**Wastewater Supervisor** – or designate.

**Flow, Percent Solids, and Density Measurement** - a flow meter and a density meter are required in order to pace the polymer with the pumping rate and the solids in the line. Ideally they should be paced electronically with the polymer system.

**Project Manager** – Municipality of Brighton staff assigned to manage the project.

**Subcontractor** – person or corporation having a contract with the Proponent or another subcontractor, for execution of a part or parts of the Work included in the Contract.

**Work** – the supply of all material, equipment and labour as described in the RFT document(s), including provisional items, where appropriate.
### Street List and Approximate Metres for this job

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Comments</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applewood Drive</td>
<td></td>
<td>767</td>
</tr>
<tr>
<td>Butler Street E</td>
<td></td>
<td>460</td>
</tr>
<tr>
<td>Butler Street West</td>
<td></td>
<td>163</td>
</tr>
<tr>
<td>Catherine Crescent/ Stephan</td>
<td></td>
<td>478</td>
</tr>
<tr>
<td>Craig Boulevard</td>
<td></td>
<td>275</td>
</tr>
<tr>
<td>Division Street South</td>
<td></td>
<td>363</td>
</tr>
<tr>
<td>Grimes Street</td>
<td></td>
<td>207</td>
</tr>
<tr>
<td>Huron Drive</td>
<td></td>
<td>560</td>
</tr>
<tr>
<td>Iroquois Avenue</td>
<td></td>
<td>331</td>
</tr>
<tr>
<td>Kelly’s Court</td>
<td></td>
<td>55</td>
</tr>
<tr>
<td>Loyalist Drive Strip mall to Applewood</td>
<td></td>
<td>323</td>
</tr>
<tr>
<td>Lucas Court</td>
<td></td>
<td>197</td>
</tr>
<tr>
<td>Lyons Street</td>
<td></td>
<td>111</td>
</tr>
<tr>
<td>Megan Court</td>
<td></td>
<td>58</td>
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<tr>
<td>Mohawk Avenue</td>
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<td>358</td>
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<tr>
<td>Ontario Street</td>
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<td>2400</td>
</tr>
<tr>
<td>Raglan Street west</td>
<td></td>
<td>151</td>
</tr>
<tr>
<td>Raglan Street east</td>
<td></td>
<td>836</td>
</tr>
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<td>358</td>
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<td>Tracks to Raglan</td>
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<tr>
<td>Westview</td>
<td>187</td>
<td>187</td>
</tr>
<tr>
<td>Williams</td>
<td>72</td>
<td>72</td>
</tr>
<tr>
<td><strong>Total for 2019</strong></td>
<td><strong>7522</strong></td>
<td></td>
</tr>
</tbody>
</table>