



Town of Arnprior
105 Elgin St. West
Arnprior, Ontario K7S 0A8

ADDENDUM #2

PW-2025-05T

Arnprior Clearwell #1 Replacement

Date: November 27, 2025

The Following modifications and clarifications are to be made and taken into consideration for the above referenced RFT and shall become a part of any resulting contract.

Modifications are outlined in this addendum document. Appendices to this document are:

1. Revised front End

Questions & Answers:

Q29: Is aluminum accepted for the ladder and platform. Considering they meet and exceed the Canadian code including OHSA.

Height of the ladder required.

Height of the required platform?

A29: Provide stainless steel ladder and platform per the drawings, refer to S202 for elevation views of ladder and platform.

Q30: C100- please provide the elevations of all the existing utilities (electrical, storm, duct banks, etc.)

A30: Exact locations and elevations of existing utilities and yard piping shall be verified and clearly delineated on site by the contractor at all times.

Q31: S200 - Please provide details for repair of visible crack on existing foundation walls. Please provide us the detail and quantity for us to include in the base bid.

A31: Detail to be provided under separate addendum.

Q32: S200 - What is the expectation of repair of foundation work on the exterior side of existing pump room?

A32: Detail to be provided under separate addendum.

Q33: S100 - Please provide us the infill detail for all the existing wall penetration to be infilled (600 dia and 100 Dia).

A33: Detail to be provided under separate addendum.

Q34: S200 - Inserts of rebar shown on 2 locations only on this page. Please provide more information on this.

Is the inserts on the entire surface of the wall where the future expansion is expected?

A34: Detail to be provided under separate addendum.

Q35: C200 - The temporary shoring system shown on drawings looks like a Sheet pile system, is this the intent or is it up to the GC to decide on the shoring types.

A35: Temporary excavation support and shoring system for the construction of new clear well shall be designed and stamped by the contractor's engineer per Section 02150 and Division 02. Stamped shop drawings to be submitted for review.

Q36: C200 - the storm sewer and catch basin shown to be moved to the south of the shoring system is indicated as Temporary. Please confirm if this is temporary or permanent?

A36: Assume temporary CB and storm pipe to be removed after construction

Q37: C200- Staging area shown - does this have to be fenced around?

A37: Yes, staging / laydown area shall be temporarily fenced, secured and provided with minimum 100mm granular material. The temporary fence height shall not be less than 1.8m

Q38: Please confirm that we can have all the field offices / trailers for GC and consultants in this staging area shown on C200.

A38: Yes

Q39: Please provide a temporary electrical hook up location for the trailers.

A39: See Addendum #1. General Contractor to set up their own temporary electrical connections independent from the Water Filtration Plant.

Q40: Please confirm all the admixtures needed for clearway concrete.

A40: C-500 or C500NF by xypex or approved equivalent is required to be added to the walls and the bottom slab of the reservoir, all other admixtures to be at the discretion of the contractor. Any material that may come into contact with drinking water is required to meet applicable NSF standards.

Q41: Re the Request for Tender (RFT) document 1.19 – The Town has requested bids to be submitted electronically through the MERX platform but is further asking bids be sealed in an envelope – MERX is an electronic platform and does not accept envelope bids – Please confirm electronic submission through the MERX platform is what the Owner requires?

A41: Electronic submission through Merx is the requirement.

Q42: Re the RFT document, item 1.18 – Submission deadline – The official time is solely determined by the Town Clerk.... – Please confirm the official time will be as determined by the time on the MERX platform.

A42: The submission deadline is that which is published within the Merx system. (2025/12/10 01:30:00 PM EST).

Q43: Re the Form of Tender – Schedule of Items and Prices – Please adjust the spreadsheet to include an equipment line for divisions 2, 3, 4, 5, 6, 7, 8 and 9, or advise where equipment costs are to be included (either in Labour or Material lines)?

A43: Equipment cost to be included in the material cost item line

Q44: Can we be provided with an electronic version of the Form of Tender?

A44: The RFT Documents have been uploaded in an unlocked format to:
<https://www.dropbox.com/scl/fo/zgu1cpystslhmo9cvz1tl/AORjf415AMGOAAVBD1wSsvI?rlkey=helojimkiuszp2b5hh0hw1uos&st=i9bcv3cq&dl=0>

Q45: Re RFT document, item 1.28 – Penalty Clause – “within the date ranges specified in Section 2.7” – Please identify where Section 2.7 is found in the documents?

A45: The reference to Section 2.7 is an error. This should reference the "Substantial Performance Date as specified in Section 1.22 of the RFT. The schedule of work is hereby amended to be February 1, 2026 to February 1, 2027. Beginning February 2, 2027, every calendar day that passes without substantial completion being achieved will carry a penalty of \$1,500.

Q46: Re – Appendix 1 – Specifications – Part 1 – General, item 5 – Submittals – Please confirm the documents, proof, references listed in this section are not required as part of the tender submission, in that General Contractors and major sub-contractors have already been approved through the original prequalification process for this project?

A46: This paragraph has been removed in Addendum #1 update.

Q47: Re – Appendix 1 – Specifications – Part 1 – General, item 6.4 – Similar to question 6 above, please confirm tat as pre-qualified bidders we do not need to submit 5 references for the concrete sub-contractor, and 5 references for the refrigeration sub-contractor with our tender?

A47: This paragraph has been removed in Addendum #1 update.

Q48: Re – Appendix 1 – Specifications – Part 1 – General, item 9.4 – first bullet point - Please confirm there is a typo in this section and there is no rooftop heating and cooling unit on this project?

A48: Part 9.4 Bullet #1 in Request for Tender is Deleted

Q49: The Supplementary General Conditions appear to be written around a project for the Nick Smith Centre with a construction start date listed as February 17, 2025 – Please amend the Supplementary Conditions to suit the clearwell replacement project?

A49: “Nick Smith Cener Rink Replacement” referenced in Supplementary Conditions is DELETED and REPLACED with “Water Filtration Plant Replacement of Clearwell #1”.

Q50: Can an unlocked version of the drawings and specifications be provided? They are currently locked and don’t allow modifications (extracting pages, highlighting text, copying text, etc.). These functions really assist in tending a project.

A50: The RFT Documents have been uploaded in an unlocked format to:
<https://www.dropbox.com/scl/fo/zgu1cpystslhmo9cvz1tl/AORjf415AMGOAAVBD1wSsvI?rlkey=helojimkiuszp2b5hh0hw1uos&st=i9bcv3cq&dl=0>

Q51: Can statement A also be submitted 24 hours after closing?

A51: Yes, Statement A in Section 00 40 00 can be submitted within 24 hours after tender close

Q52: Upon review of Addendum # 1, the closing date has changed on the “Request for Tender” page from December 10th at 1:30 PM to December 3rd at 2:00 PM. Please confirm that its still December 10th at 1:30 PM.

A52: Corrected in attached front end document.

Q53: Site Meeting Date incorrect on front end

A53: Corrected in attached front end document.

Q54: Incorrect closing date in Addendum #1

A54: Corrected in attached revised front end document.

Q55: Incorrect closing date in Addendum #1

A55: Corrected in attached revised front end document.

Q56: Penalty clause amount and date inconsistent between supplementary conditions and front end document.

A56: The penalty for late delivery will be \$1500 per calendar day. The schedule of work is hereby amended to be February 1, 2026 to February 1, 2027. Beginning February 2, 2027, every calendar day that passes without substantial completion being achieved will carry a penalty of \$1,500.

Q57: Are you also able to provide unsecured versions of the specifications, drawings and addenda?

A57: The RFT Documents have been uploaded in an unlocked format to:

<https://www.dropbox.com/scl/fo/zgu1cpystslhmo9cvz1tl/AORjf415AMGOAAVBD1wSsvI?rlkey=helojimkiuszp2b5hh0hw1uos&st=i9bcv3cq&dl=0>

Q58: 1. We are in receipt of Addendum #1 which was published on MERX yesterday at 2:30 pm. The addendum states the mandatory site visit was held Thursday November 20, 2025, at 9:30 am – this is before the Addendum was published – Please revise the mandatory site visit date and time to be original date of November 25, 2025 at 10 :30 am?

A58: Site visit date was November 25, 2025 at 10 :30AM.

Q59: 1. Reference Addendum #1 – Revised Form of Tender – Please confirm if total amount on page 3 is to include or exclude HST, as it conflicts with the statement on page 8?

A59: Refer to Addendum 1

Q60: 1. Reference Addendum #1 – Revised RFT – Cover page now indicates the closing date as December 3, 2025 – Not December 10, 2025 as per the original documents – We hereby request you revert to the original closing date of December 10, 2025?

A60: This date has not changed from the original closing date. Updated front end document attached.

Q61: 1. Reference Addendum #1 – Revised RFT – Cover page – Last day for Enquiries now indicates November 26, 2025 – Not December 3, 2025 as per the original documents – We hereby request you revert to the original December 3, 2025 closing date?

A61: This date has not changed from the original closing date. Updated front end document attached.

Q62: 1. Re Building Permit & associated Fees - Section 01060, item 1.3.04 indicates the building permit will be supplied to the Contractor by the Town, at no cost – Addendum #1 – SCC's GC 10.2 indicates the Contractor will be responsible for attaining and paying costs for the building permit – Please confirm who is responsible for applying for, attaining and for paying the building permit?

A62: Refer to Addendum 1

Q63: There is no backup power to the plant while the relocation of the duct bank for the generator is happening. How long can the plant go without backup power?

A63: Primary power: Full power shutdowns of the Water Filtration Plant should be scheduled to last 2 hours but can go as long as 3 hours if needed. These disruptions must be scheduled in advance and agreed to in writing by all parties. The Town of Arnprior reserves sole discretion on whether to approve the proposed date and time.

Backup power: The Water Filtration Plant can go without backup power for up to 1 working day (8 hours) at a time. Backup power must be re-established at the end of every working day. These disruptions must be scheduled in advance and agreed to in writing by all parties. The Town of Arnprior reserves sole discretion on whether to approve the proposed date and time. If there is a storm event forecasted, the Town may choose to not approve the work to ensure that the plant can continue to reliably produce drinking water.

Q64: Page 13 of the RFQ document, issued in Addendum #1, item 1.29 states that we need General Liability and Automobile Insurance.

The CCDC 2020 states we are to follow the CCDC 41 document.

Can you confirm the insurance requirements for this project?

A65: The amount of insurance should be in compliance with CCDC 41 requirements.

Q66: 12. In section 09880 article 2.1.1.1 mentions a single coat application however in article 3.3.1.3, it mentions a 2 coat application. Usually, Xypex is applied in one coat of Xypex Concentrate followed by one coat of Xypex Modified. Do we figure this two coat application?

A66: Specification to be modified, assume 2 coat application in accordance with manufacturers' written instructions.

Q67: 12. In Q/R 14 of the addendum, under-slab membrane is to be installed (with Precon). Do we therefore figure Mel-Rol membrane on the perimeter walls (as we don't see any mention of membrane on the walls of the new Clearwell)? If a waterproofing membrane is required on the walls, can we have the composition (i.e. membrane & drainage board ?).

A67: No waterproofing membrane is to be applied to the exterior wall of the reservoir.

Q68: 12. On plan S200 Cut 1, we notice a waterproofing membrane to install between the new Clearwell and the existing pump room. Can we have the composition (i.e. membrane & drainage board ?).

A68: Detail to be provided under separate addendum.

Q69: 12. For the roof membrane, what type of membrane are we to figure? Are we to use Mel-Rol?

A69: Detail to be provided under separate addendum.

Q70: Can you confirm that the Commissioning Agent is retained by the Contractor, or the Town?

Is the Commissioning Manager also the same as the Commissioning Agent? We are being asked to name the Commissioning Manager on Statement A.

A70: Assume commissioning manager is the same as commissioning agent

Q71: This qualification in the waterproofing specification 07110 greatly lowers the number of roofing/waterproofing contractors that can provide a price. Is there a chance it can be removed or is it a stringent requirement?

A71: The OIRCA requirement will not be waived.

Q72: Schedule Extension

A72: The schedule of work is hereby amended to be February 1, 2026 to February 1, 2027.

This addendum forms part of the Request for Tender. In your Form of Tender, please indicate receipt thereof, failure to do so may result in the rejection of the tender submission.

For further information, please contact Patrick Foley, at pfoley@arnprior.ca.

End of Addendum #2



REQUEST FOR TENDER

Arnprior WFP Clearwell #1 Replacement

| | |
|-------------------------------|--|
| Request for Tender #: | PW-2025-05 |
| Issue Date: | November 12, 2025 |
| Site Visit: | November 25, 2025 @ 10:30am |
| Closing Date: | December 10, 2025 @ 1:30pm |
| Address Bids To | Kaila Zamojski, Clerk Town of Arnprior, 105 Elgin Street West, Arnprior, ON K7S 0A8 |
| Procurement Officer | Patrick Foley, Engineering Officer |
| Last Day for Inquiries | December 3, 2025 @ 4:00 PM |

Bids must be submitted electronically through MERX.

The Corporation of the Town of Arnprior reserves the right to accept or reject any or all tenders or accept all or any part thereof.

TABLE OF CONTENTS

| | |
|--|----------|
| GENERAL CONDITIONS | 1 |
| 1.1 Description of Services | 1 |
| 1.2 Definition of Terms..... | 1 |
| 1.3 Official Tender | 2 |
| 1.4 Collusion | 2 |
| 1.5 Amendment or Withdrawal of Bid | 2 |
| 1.6 Bid Validity | 3 |
| 1.7 Evaluation Process | 3 |
| 1.8 Right to Award | 3 |
| 1.9 Statement of Confidentiality | 4 |
| 1.10 Rights to Information | 4 |
| 1.11 Errors of Omissions | 4 |
| 1.12 Indemnification..... | 4 |
| 1.13 Municipal Freedom of Information and Protection of Privacy Act..... | 5 |
| 1.14 Compliance..... | 5 |
| 1.15 Anti-Lobbying Restrictions | 6 |
| SPECIFIC CONDITIONS: | 7 |
| 1.16 Site Meeting..... | 7 |
| 1.17 Inquiries | 8 |
| 1.18 Submission Deadline | 8 |
| 1.19 Submission of Tender(s)..... | 9 |
| 1.20 Opening of Tender | 10 |
| 1.21 Awarding of Contract | 10 |
| 1.22 Schedule..... | 11 |
| 1.23 Bid Bond | 11 |
| 1.24 Bonding | 12 |
| 1.25 Warranty | 12 |



| | | |
|---|--|-----------|
| 1.26 | Payment | 12 |
| 1.27 | Change Orders | 12 |
| 1.28 | Penalty Clause..... | 13 |
| 1.29 | Insurance..... | 13 |
| 1.30 | Exclusion of Liability..... | 14 |
| 1.31 | Severability | 15 |
| Appendix I - Specifications..... | | 16 |
| Part I - <i>General</i> | | 17 |
| 1. | General..... | 1 |
| 2. | Reference Standards | 1 |
| 3. | Taxes..... | 1 |
| 4. | Fees, Permits & Certificates..... | 2 |
| 5. | Submittals | 2 |
| 6. | Qualifications & Quality Assurance | 3 |
| 7. | Testing, Adjusting & Balancing..... | 3 |
| 8. | Supervision & Workmanship | 3 |
| 9. | Inspections..... | 4 |
| 10. | Rejections | 4 |
| 11. | Fire Health & Safety Requirements | 4 |
| 12. | Job Conditions | 5 |
| 13. | Material Storage and Handling | 5 |
| 14. | Equipment..... | 5 |
| 15. | Protection..... | 6 |
| 16. | Use of Site & Facilities | 6 |
| 17. | Utilities | 7 |



| | | |
|--|---|----------|
| 18. | Cleanup | 7 |
| 19. | Cut, Patch & Make Good..... | 7 |
| 20. | Signage..... | 8 |
| 21. | Access & Egress | 8 |
| 22. | Waste Management Scheduling..... | 8 |
| 23. | Scheduling | 8 |
| Part II – <i>Control of Vehicle & Pedestrian Traffic</i> | | 9 |
| 24. | Control of Vehicle and Pedestrian Traffic | 10 |
| Part III – <i>Scope of Work</i> | | 1 |
| 25. | Scope of Work | 1 |
| Part IV – <i>Pre-Qualified Vendors</i> | | 1 |
| 26. | General Contractors..... | 1 |
| 27. | Subcontractors..... | 1 |
| Appendix II - Bid Forms | | 3 |
| Bid Forms Checklist | | 1 |
| FORM I - RESPONDENT INFORMATION FORM | | 2 |
| FORM II - RESPONDENT DECLARATION FORM | | 3 |



GENERAL CONDITIONS

1.1 Description of Services

The Town of Arnprior is accepting bids for the replacement of one clearwell at the Arnprior Water Filtration Plant located at 71 James Street in Arnprior, Ontario.

Except as expressly and specifically permitted in these instructions to Bidders, and as set out further in Section 1.30, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Tender, and by submitting a form of tender each Bidder shall be deemed to have agreed that it has no claim.

This Request for Tender includes:

1. This Request for Tender
2. Project Manual Technical Specifications (DIVISION 00 to DIVISION 16)
3. Project Drawings
4. CCDC-2 (2020) with Supplementary Conditions
5. Appendices

1.2 Definition of Terms

Wherever the word “Town” or “Owner” is used, it shall be deemed to mean “The Corporation of the Town of Arnprior”.

“Bid” means an offer submitted by a Bidder in response to this Request for Tender, which includes all of the documentation necessary to satisfy the submission requirements of the Request for Tender and “Bids” shall have a corresponding meaning

Wherever the word “Bidder”, “Tenderer” or “Proponent” are used, it shall be deemed to mean those individuals, firms or companies who have submitted price bids on specified material or services required and tendered by the Corporation.

“Consultant” means persons and professional firms who by virtue of their expertise in a particular field are hired by the Town to undertake a specific task or assignment and includes architects, auditors, engineers, designers, surveyors, management and financial consultants, brokers, legal services, and any other professional and consulting services.



“Tender Document” includes the Form of Tender, General Conditions of Contract, Information for Tenderers, any other documents listed in the Tender and any addenda thereto issued by the Corporation.

“Work or Works” means all labour, materials, equipment, fixtures, services, suppliers and acts to be done, furnished or performed under these Contract Documents.

“Contract” means the formal written agreement for the purchase of goods, services, equipment or construction that binds the Town and the parties involved, subject to the provisions of the agreement.

1.3 Official Tender

The Town is the official and sole distributor of this Request for Tender and any addenda. If a Bidder obtains this Request for Tender by means other than through the Town of Arnprior, the accuracy of the Request for Tender and receipt of any addenda is the sole responsibility of the Bidder. It is the responsibility of the Bidder to regularly check with the Procurement Officer for any addenda that may be issued prior to the closing date/time.

The parties also acknowledge that the terms of the Request for Tender (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); and (b) are to be governed by, and interpreted and construed in accordance with the Town’s procurement policies, the laws of Ontario and the federal laws of Canada applicable therein. Bidders should be aware that procurements falling within the scope of the Canadian Free Trade Agreement or other trade agreements applicable to the Town are subject to such agreements, but the rights and obligations of the parties will be governed by the specific terms of this Request for Tender.

1.4 Collusion

The Bidder shall not engage in collusion of any sort and, in particular, shall prepare its tender without any knowledge of, comparison of figures with or in arrangement with any other person or firm submitting a tender for the same requirement.

1.5 Amendment or Withdrawal of Bid

The Bidder may amend or withdraw their bid prior to the closing date and time by submitting a clear and detailed written notice to the RFT contact. All tender submissions become irrevocable after the closing date and time.



1.6 Bid Validity

Tenders shall remain open for acceptance by the Town for a period of no less than sixty (60) calendar days from the tender closing date.

1.7 Evaluation Process

The Town will conduct the evaluation of Bids in the following two stages.

Stage 1: The Bids will be reviewed to determine whether they comply with all of the mandatory requirements of the Request for Tender, including the requirements of Section 1.9 (Submission of Bids). Bids that are substantially incomplete or do not substantially comply with the requirements of this Request for Tender will be excluded from consideration in Stage 2.

Stage 2: The compliant Bids will be ranked on the basis of the lowest submitted pricing of each Bid in accordance with the Bid Form.

Subject to its reserved rights set out in this Part, the Town may at any time and from time to time, in its sole and absolute discretion, revisit, revise, confirm or adjust the evaluations of a Bid at any time during the Request for Tender process.

1.8 Right to Award

Notwithstanding the terms of this Request for Tender, the Town reserves the right to award this contract to any, or none, of those Bidders who submit a proposal. Regardless of the decision to award, or not to award this contract, the prospective Bidders are responsible for all costs incurred in the preparation of its proposal. The lowest, or any bid, will not necessarily be accepted.

Tender awards shall be made to the lowest responsible Bidder provided that the bid meets the requirements and specifications of the tender. However, in determining the lowest responsible Bidder, consideration may be given, in addition to price, to the Bidder's:

- a. Ability and experience to perform in accordance with the terms of this Request for Tender;
- b. Records of the Bidder's past performance on previous contracts with the Town or with other institutions or any other relevant information taken into account by the Town when determining the acceptability of a Bidder.
- c. Financial, staff and technical resources;
- d. Quality of bid; and/or



e. Evaluations of references provided for designated subcontractors

When evaluating tenders, the Town may request further information from the Bidders or third parties in order to verify, clarify or supplement the information provided in the Bidder's proposals, and the Town may revisit and re-evaluate the Bidder's proposal or ranking on the basis of any such information.

1.9 Statement of Confidentiality

Bidders may submit proposals containing a "Statement of Confidentiality". However, this statement **must** indicate that the proposal can be reviewed by any staff of the Town, Town Council members, representatives, or contractors employed by the Town including an independent third-party Consultant contracted by the Town solely for the purpose of reviewing the proposal. Any deviation may cause the proposal to be deemed ineligible.

1.10 Rights to Information

Upon completion of this contract, the Town will be the sole owner of all information provided to the Town. The information provided to the Town may be copied by the Town without exception. The successful Bidder will receive credit for all original material. Should the firm wish to maintain intellectual property rights over any portion or aspect of the final submission this must be clearly identified in the proposal submission.

1.11 Errors of Omissions

It is understood and acknowledged that while this Request for Tender includes specific requirements, a complete review and recommendations by Bidders is required. Minor items not herein specified, but obviously required, shall be provided. Any misinterpretation of requirements within this proposal bid shall not relieve the Bidder of the responsibility of providing the services or products as aforesaid.

1.12 Indemnification

The Bidder shall defend, indemnify and save harmless the Town and its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Bidder, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way



related to the performance of the Bidder's obligations under the Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with the Contract and shall survive the Contract.

The Bidder agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Bidder's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Bidder in accordance with the Contract and shall survive the Contract.

1.13 Municipal Freedom of Information and Protection of Privacy Act

The Town is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Town in response to this RFP may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to release under the Act, notwithstanding the Bidder's request to keep the information confidential.

1.14 Compliance

All federal, provincial and local laws and regulations now or hereafter enacted shall become a part of the Contract and be complied within the performance of all portions of the work. The successful Bidder shall be responsible to obtain, review, and abide by the terms and conditions of the following applicable laws including, but not limited to:

- Occupational Health and Safety Act, R.S.O. 1990, as amended;
- Workplace Safety and Insurance Act, effective January 1, 1998, as amended;
- Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended;
- Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005
- Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009
- Town of Arnprior Employee Code of Conduct
- Building Code Act, 1992, S.O. 1992, c. 23 as amended.

The Bidder is assumed to be familiar with all such laws and regulations which, in any manner, affect those engaged or employed in the work, facilities or equipment used in



the proposed work or which, in any way, affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof.

If the Bidder shall discover any provisions in the specifications or Request for Tender which are contrary to or inconsistent with any laws or regulations, they shall forthwith report it to the Procurement Officer, in writing, prior to the closing of the Request for Tender.

1.15 Anti-Lobbying Restrictions

Lobbying in any form is not permitted. The Town reserves the right to disqualify, at any time (including after the selection process has been completed) and at its sole discretion, any Bidder(s), person(s) or vendor(s) engaged in lobbying as defined herein.

Lobbying is defined as any activity, or any contact, aimed at either gaining an unfair advantage, or influencing the outcome of the Town's current, on-going or known future procurement initiatives. This shall include, but not be limited to, attempts to contact in anyway any elected officials of the Town, or any of the Town's officers, staff or agents regarding any Town procurement initiative. Lobbying is also defined as any attempt by a Bidder or vendor to utilize news outlets or press representatives to gain an unfair advantage or influence the outcome of the Town's current, on-going or known future procurement initiatives.

Contact is permitted when requested in writing by the Town's Procurement Officer, the Treasurer, Deputy Treasurer, Clerk, Deputy Clerk or Chief Administrative Officer in order to facilitate inquiries which are required by the Town in order to clarify any information which the Town deems is necessary to render a decision on the procurement process.

Any Bidder(s), person (s) or vendor(s) found to be in breach of this provision shall be subject to immediate disqualification from the procurement process and may be prohibited from future procurement opportunities. In addition, no Bidder(s) person (s) or vendor(s) who has been awarded a contract shall engage in any contact or activities in an attempt to influence any elected official or any employee of the Town with respect to the purchase of additional enhancements, options or modules. However, a person(s) or vendor may communicate with the appropriate procurement project contact for purposes of administration of the contract during the term of the contract.



SPECIFIC CONDITIONS:

1.16 Site Meeting

A mandatory Site Meeting will be held on November 25, 2025, at 10:30am local time. The site tour will begin at the front entrance of the Water Filtration Plant (71 James Street).

Each Bidder shall, before submitting a Bid, satisfy itself by personal inspection, examination, calculations or by other means as it may prefer, as to the actual conditions and requirements of the Work.

Bidders shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Bidders on any and all such information shall be at the Bidders' and Bidder team members' sole risk and without recourse against the Town or the Consultant.

Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Bidder to satisfy itself as to all existing conditions affecting the Work. The Bidders' obligations set out in this RFP Section 1.15 apply irrespective of any Background Information or information contained in the RFP Documents or in responses to RFIs. The Bidders' and Bidders' Team Members' obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by the Town is more particularly set out in this Request for Proposal.

Except as explicitly provided in the Request for Tender, the Town does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Bidders or Bidder Team Members as background information or of any other background or reference information or documents prepared by the Government of Ontario or by third parties and which may be made available to Bidders or Bidder Team Members by or through the Town.



1.17 Inquiries

All inquiries regarding this Request for Tender are to be directed in writing to the following Procurement Officer by no later than 4:00pm local time on December 3, 2025:

Patrick Foley, Engineering Officer, Facilities & Assets
105 Elgin Street West
Arnprior, ON K7S 0A8
Tel.: (613) 623-4231 ext 1830
Email: pfoley@arnprior.ca

To ensure consistency and quality of information to Bidders, answers to questions relevant to the interpretation of this Request for Tender will be forwarded by addendum/addenda to every prospective Bidder without identification of the source of any inquiry.

If a Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision herein, the Bidder shall promptly notify the Procurement Officer of the error, discrepancy or omission. It is the Town's intent that this Request for Tender permits fair and open competition.

1.18 Submission Deadline

Tenders for the Water Filtration Plant Clearwell #1 Replacement are to be submitted no later than **1:30 pm local time on December 10, 2025**. The official time is solely determined by the Town Clerk or designate. Late tenders will not be accepted. Tenders received after the stipulated tender closing date and time will be returned unopened.



1.19 Submission of Tender(s)

Bidders are responsible for:

- I. All tender bid packages must be submitted through the MERX.com website. Tender submissions will not be accepted in hard copy or via email;
- II. using the form of tender as set forth, including the completion of the Tender Summary Form and Declaration of Tenderer. No other form of tender will be accepted, and any other submission will be declared informal;
- III. clause (I.) above does not preclude a Bidder from submitting support materials such as: product information, certified service detail, maintenance & service specifications/costing, and warranty information;
- IV. ensuring that tenders are received via MERX.com no later than the submission deadline as noted in the submission deadline section and **MUST BE ADDRESSED TO THE FOLLOWING:**

**Kaila Zamojski, Town Clerk
Town of Arnprior
105 Elgin Street West
Arnprior Ontario K7S 0A8**

- V. understanding that tenders that are incomplete, conditional or obscure in the sole opinion of the Town, may be rejected;
- VI. ensuring the tender is signed by an authorized official of the bidding firm and that the tender package is sealed in an envelope and clearly identified on the outside as to its contents, identifying the bidding firm's name and marked:

**(Bidding Firm's Name)
Arnprior WFP Clearwell #1 Replacement
Request for Tender # PW-2025-05**

- VII. ensuring the tender is clearly expressed and completed in ink or typewritten. All strikeouts, overwriting and erasures must be initialled by the authorized official of the bidding firm;
- VIII. understanding that the Town will not accept tenders submitted by email, facsimile transfer or any means other than through Merx.com;
- IX. understanding that under no circumstances will any change be permitted to a form of tender after the tender closing date and time; and



- X. ensuring that any supplementary information and literature, either as was requested, or as deemed by a Bidder to be relevant to their tender offer, is included with their tender submission. The additional information shall not qualify or restrict the tender in any way, or the tender will be declared informal and may result in rejection thereof.
- XI. The Bidder will bear its own costs associated with, or incurred in, the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

1.20 Opening of Tender

Bids will be electronically opened through the MERX website immediately following the bid closing. An online meeting will be held during the opening of the bid documents. The meeting will be broadcast publicly on the Town of Arnprior YouTube channel at the following link:

<https://www.youtube.com/channel/UCDgMuNGXhB09PYWg5I2yi6A>

1.21 Awarding of Contract

Each proposal will be received with the understanding that the acceptance in writing by the Town of the offer to furnish all or any part of the commodities or services described therein and the subsequent issue of an official Purchase Order and execution of the CCDC 2 - 2020 Stipulated Price Contract with Supplementary Conditions shall constitute a contract between the Bidder and the Town of Arnprior. The execution of contract will bind the Bidder on his part to furnish and deliver the commodities or services at the prices given and in accordance with the conditions as stipulated in the tender documents.

The award of this project is contingent upon the receipt of the MECP approvals. The Owner reserves the right to cancel or modify the contract award process if agreements are not secured.

Following approval of the award, the Town shall inform the successful Bidder that its Bid has been accepted and notify all other prospective Bidders of the award and the name of the successful Bidder. The results of the tender are to be published in the same manner as the Request for Tender.

No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.



It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Town of Arnprior.

Notwithstanding the foregoing, the Town reserves the right to disqualify any tender that is incomplete or is otherwise not submitted in strict accordance with the specifications, terms and conditions set forth in this Request for Tender. The Town reserves the right to waive any minor irregularities in accordance with the Town's Procurement Bylaw. Should only one tender be received, the Town reserves the right to reject it.

The Contract shall be a CCDC 2 - 2020 – Stipulated Price Contract with Supplementary Conditions.

1.22 Schedule

The work included in this tender will commence following award of the Contract and shall be carried on in a continuous manner and be completed within the dates specified below.

Time is of the essence of the Contract.

Work shall occur only in the timeframe from **February 1, 2026 – February 1, 2027** (Substantial Performance).

Bidders are expected to complete the work within the above date ranges. If these dates are not possible, the Bidder shall provide notice during the bidding period. If any work is to occur outside of the specified date ranges, the schedule must be arranged and confirmed with the Town's Project Manager. No additional costs shall be permitted to postpone dates. All efforts must be made to keep this project on schedule.

An updated project schedule indicating milestones and sufficient process details in a Gantt chart must be submitted with each progress payment. Payment shall be withheld until an updated project schedule is submitted.

1.23 Bid Bond

Each Tender shall be accompanied by a Bid Bond, with proof scanned as part of the tender package. The bid bond must have a minimum value of 10% of the value of the proposal.



The Tenderer agrees that, if they should withdraw their Tender or fail for any reason to execute the Agreement or other documents required, the Town may utilize the Tenderer's Bid Bond for the use of the Town and may accept any other Tender, advertise for new Tenders, negotiate a Contract, or not accept any Tender as the Town deems advisable.

1.24 Bonding

Upon request by the Town, the Contractor will provide a performance bond issued by a recognized insurer acceptable to the Town in an amount equal to fifty (50) percent of the Contract Price. The Performance Bond will be issued in favour of the Town and shall be delivered to the Town within ten (10) days upon request by the Town. The cost of such bonds shall be included in the contract price.

Upon request by the Town, the Contractor will provide a labour and material payment bond issued by a recognized insurer acceptable to the Town in an amount equivalent to fifty (50) percent of the contract Price. The Labour and Material Payment Bond will be issued in favour of the Town and shall be delivered to the Town within ten (10) days upon request by the Town. The cost of such bonds shall be included in the contract price.

1.25 Warranty

All manufacturer and other warranties and ownership shall be registered for the date that the Town of Arnprior has accepted the goods, materials or equipment.

The Contractor represents and warrants that the Work will be free from any defect in manufacture, material and workmanship. Notwithstanding prior acceptance of the Work by the Town, the Contractor shall replace or repair, at its option and its own expense, any Work which becomes defective or which fails to conform to the requirements set out in the Contract as a result of faulty manufacture, material or workmanship. The warranty period shall commence on the date the Work is delivered and accepted by the Town and a minimum two-year warranty is required on all parts and labour supplied under the Contract.

1.26 Payment

The contract price may be invoiced after delivery and shall be payable net 30 days on receipt of invoice, or the acceptance of the goods and services, whichever date is later.

1.27 Change Orders

For all changes to the scope of work that occur while the project is underway:



1. the Contractor will submit, an itemized breakdown for all aspects of the work in a format and in such detail as is acceptable to the Project Manager including any applicable subcontractor proposals and invoices.
2. All cost and time impacts must be presented to the Project Manager in writing in a timely fashion. No costs or time impacts will be accepted as a result of a change order after that change order is agreed to and approved.
3. The following markups are permitted on change orders regardless of whether the work is performed by a contractor or subcontractor:
 - 3.1. 20% of the first \$3,500; plus
 - 3.2. 15% of the amount from \$3,500 to \$12,000; plus
 - 3.3. 5% of the amount in excess of \$12,000
4. No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others.

1.28 Penalty Clause

A penalty of \$1,500.00 per calendar day will be applied against the Contractor if the Work is not complete and accepted by the Town of Arnprior within the date ranges specified in **Section 1.22.**

1.29 Insurance

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations and a deductible of not less than \$1,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 and IBC Form 2320. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- Name the Town as an additional insured.
- Cross-liability and severability of interest
- Blanket Contractual



- Products and Completed Operations
- Premises and Operations Liability
- Personal Injury Liability
- Contingent Employers Liability
- Broad Form Property Damage
- Elevator and Hoist Liability
- Attached Machinery – while loading and unloading

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

1.30 Exclusion of Liability

Notwithstanding anything in the Request for Tender or any express or implied duties or obligations of the Town to the contrary, the Town and each of its officers, employees, servants, agents, volunteers, advisors and contracted personnel will have no liability to the Bidders, any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or in any way relating to the selection process for this Request for Tender, including without limitation:

- (i) any Bidder's submission or proposal; or
- (ii) any compliant or non-compliant, qualified or unqualified submission or participation or involvement in this selection process; or
- (iii) the Town's acts, omissions or any course of conduct in connection with the conduct of the Request for Tender process. This waiver and exclusion apply to all possible claims, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of a duty of fairness or relating to a failure by the Town to comply with the rules set forth in these Request for Tender documents. Each Bidder confirms that by participating in the Request for Tender process, it has read, understood and agrees that this waiver and exclusion of liability is clear and unambiguous and by making its submission it agrees that it has no claim in any way connected to the Request for Tender process or the Bidder selection



process against the Town, its officers, employees, servants, agents, volunteers, advisers and contracted personnel. The Bidder unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance against the Town, its officers, employees, servants, agents, volunteers, advisers and contracted personnel as it relates to this Request for Tender.

1.31 Severability

If any provision of the Request for Tender or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the Request for Tender; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

Appendix I - Specifications

Part I - *General*



1. General

- 1.1. All conditions of the Contract apply to the work of this Section.
- 1.2. The Bidder represents and warrants that it is competent to perform the Work and that it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
- 1.3. Provide all articles, labour, materials, equipment and transportation, hoisting and incidentals noted, specified or required to complete the work of this Section.
- 1.4. The intent of this project is to replace the existing Clearwell #1. The project includes piping and retrofitting of processes (the "Work").
- 1.5. When materials are specified by trade names or trademarks, or by manufacturers or suppliers' names, the bid shall be based on use of the named materials. During the bid period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 5 calendar days prior to the bid closing date.
- 1.6. Comply with tender documents.
- 1.7. Bidders shall confirm existing conditions prior to submitting a bid. No extra shall be accepted for failure to do so prior to tender close.

2. Reference Standards

- 2.1. Design, fabrication and erection to conform to the requirements of the Ontario Building Code, 2012 and any other applicable local building by-laws.
- 2.2. Must conform to Technical Standards and Safety Authority (TSSA) requirements.
- 2.3. Must conform to Electrical Safety Authority (ESA) requirements.
- 2.4. All electrical work is to be completed by a qualified electrical Contractor/Subcontractor. The Contractor/Subcontractor must hold a valid ECRA/ESA Contractor License and, if requested, they must provide this license number to the Town prior to commencement of work.

3. Taxes

- 3.1. Pay all taxes properly levied by law (including Federal, Provincial, Municipal).



4. Fees, Permits & Certificates

- 4.1.** The Contractor/Subcontractor shall give all necessary notices, obtain all necessary permits, pay all fees and furnish all necessary certificates as evidence that all work, as installed, conforms to the laws of all governing authorities before the final Certificate of Payment is issued by the Town. All changes and alterations required by an authorized inspector of any authority having jurisdiction should be carried out without charge to the Town.

5. Submittals

- 5.1. The following items** are to be provided by the successful proponent following award of the contract and prior to commencement of work:
- Submit manufacturer's installation instructions: Indicate special procedures and perimeter conditions requiring special attention.
 - Submit product data sheet for all applicable materials.
 - Submit WHMIS MSDS or SDS – Material Safety Data Sheets or Safety Data Sheets acceptable to Labour Canada and Health Canada.
 - Submit data on specified products, describing physical and performance characteristics.
 - Shop Drawings: Submit manufacturer/installer's shop drawings, including plans, elevations, sections, and details, indicating location of equipment, operating characteristics, loads, dimensions, tolerances, materials, components, fabrication, fasteners, hardware, finish, options, and accessories.
 - Necessary permits
- 5.3. Closeout Submittals:**
- Submit bound operation and maintenance data including maintenance procedures, recommendations for maintenance materials, equipment, suggested schedule for cleaning and instruction for finished surface, materials and equipment.
 - Suppliers names, addresses and telephone numbers and components supplied by them must be included in this section. Components must be identified by a description and manufacturers part number.
 - Before completion of work collect all manufacturer's guarantees and warranties and deposit with Town. Guarantees shall include:
 - Name and address of project.
 - Guarantee commencement date (date of Interim Certificate of Completion).
 - Duration of guarantee.
 - Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
 - Signature and seal of Guarantor.



- Additional material used in project listed under various Sections showing name of manufacturer and source of supply.

6. Qualifications & Quality Assurance

- 6.1.** Carry out Work using qualified licensed workers in accordance with Provincial Act & Federal Law respecting manpower vocational training and qualification.
- 6.2.** Be responsible for proper product installation, including testing and preparation as specified and in accordance with manufacturers written instructions and applicable guidelines, regulations and building code requirements.
- 6.3.** Equipment, devices and fixtures shall be supplied with all accessories required for a complete working installation. Contractors shall determine and verify all materials, catalog numbers, performance, sizes, available space and field conditions meet the requirements of this project. All materials used must be new, clean and free from defects.

7. Testing, Adjusting & Balancing

- 7.1.** Test to verify proper and safe operation, determine actual points of performance and verify systems and controls of design during average and low loads using actual or simulated loads.
- 7.2.** Adjust and regulate equipment and systems so as to meet specified performance requirements and to achieve specified interaction with all other related systems under all normal and emergency loads and operating conditions.
- 7.3.** Balance systems and equipment to regulate flow rates to match load requirements over full operating ranges.
- 7.4.** In addition to air flows, report exhaust fan motor amperage, motor speeds, inlet and outlet static pressure.

8. Supervision & Workmanship

- 8.1.** Execute the Work in the most efficient manner and in accordance with the directions and to the satisfaction of the Town.
- 8.2.** Employ a competent foreman who remains in charge until the Work is completed.
- 8.3.** Ensure a copy of the specification is always available on site.
- 8.4.** Ensure that only skilled and certified tradesmen are employed.
- 8.5.** Repair, replace or otherwise make good on all unacceptable work.



- 8.6.** The Contractor/Subcontractor shall record all electrical work in the electrical logbook present on-site as required.

9. Inspections

- 9.1.** The Owner's Project Manager shall inspect the work in progress.
- 9.2.** The Owner's Project Manager shall have the authority, if not satisfied with the work in progress to cause a work stoppage. They shall then cause the contractor to make such corrections as are necessary to confirm with the specifications and other contract documents. They shall, in all such cases, keep the Town of Arnprior fully informed.
- 9.3.** Any quality assurance testing shall be arranged by the contractor with sufficient notice. Any fees relating to cancelling inspections scheduled by the contractor shall be paid by the contractor.
- 9.4.** Final Inspection:
- The Contractor must list any deficiencies or damages requiring correction or completion and furnish a copy of the list to the Town and the Consultant.
 - The Contractor is to notify the Town upon completion of corrections.
 - Following the final inspection, acceptance will be made in writing.

10. Rejections

- 10.1.** Defective materials or quality of work whenever found at any item prior to final acceptance of the work shall be rejected regardless of previous inspection. Inspection will not relieve responsibility but is a precaution against oversight and error.
- 10.2.** Remove and replace defective materials and work of other trades affected by this replacement, at no additional cost to the Town.
- 10.3.** Damage, dents, scratches in the finished material will not be accepted.

11. Fire Health & Safety Requirements

- 11.1.** Comply with the National Building Code of Canada 2005 for fire safety in construction and the National Fire Code of Canada 2005 for fire prevention, firefighting and life safety in building in use.



11.2. Comply with Human Resources Development Canada, Fire Commissioner of Canada standards:

- No. 301: Standard for Construction Operations.
- No. 374: Fire Protection Standard for General Storage (Indoor and Outdoor).
- Retain all fire safety documents and standards on site.

11.3. Smoking is not permitted in the Building or on the facility property. Obey smoking restrictions on Building property.

12. Job Conditions

12.1. Before commencing work, ensure environmental and substrate conditions are suitable for installation of specified materials. Report to the Project Manager in writing, defects that may affect the work of this section.

12.2. Prior to fabrication, verify any field measurements necessary to ensure compliance with the Contract Specifications and drawings.

12.3. Before commencing work, ensure that sufficient protections are in place for workers, the public and existing assets.

12.4. If weather is below 10 degrees Celsius at any point within a 24-hour period, the Contractor must ensure sufficient temporary heat is provided.

13. Material Storage and Handling

13.1. Prevent damage to materials during delivery and handling.

13.2. All materials are to be stored in an original undamaged condition with the manufacturer's seals and labels intact.

13.3. All materials shall be stored in strict accordance with the manufacturer's recommendations. Any material noted on the job site as having moisture present shall be deemed unacceptable and shall be removed from the job site.

13.4. Only sufficient material may be left uncovered as may be employed in a working day or prior to inclement weather.

13.5. No material shall be installed during or prior to imminent weather that could affect the performance or lifespan of the material.

14. Equipment



- 14.1. Maintain all equipment in good working order.

15. Protection

- 15.1. Wherever necessary the contractor shall make provisions for the protection of all building surfaces that may be affected by the work in progress. Surfaces shall include buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns, etc. Any damages to be repaired without cost to the Owner.
- 15.2. The Contractor is responsible for the protection of all exposed pipes, ducts, cables, conduits, wires and other services against damage arising from the execution of the work during the contract period.
- 15.3. Personnel protection systems, consisting of a fixed guy wire suitable for hook-up of safety harnesses, must be installed and utilized if working at heights. All personnel must be safely secured when working at heights.
- 15.4. Workers shall wear suitable high-visibility clothing and hard hats when on site or interacting with traffic.
- 15.5. Provide adequate protection to public and property.
- 15.6. Protect new work from damages from any cause. All finished work must be protected so that no marks or scratches mark the finished surfaces prior to acceptance of the work.
- 15.7. Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.
- 15.8. Where deemed necessary, erect hoarding 7.5' x 10' sections by Instafence and provide, install and maintain barricades, notice and warning boards and maintain protection of all kinds for the protection of the workers engages in the work, protection of adjoining property and for the protection of the public in accordance with local regulations.
- 15.9. Where deemed necessary by the Town's project manager, erect sufficient interior hoarding to prevent the public from accessing the site and to protect members of the public from dust and debris. Plans must be agreed to with the Town's project manager prior to implementation.

16. Use of Site & Facilities

- 16.1. Execute work with least possible interference or disturbance to the normal use of premises. Make arrangements with Town to facilitate work as stated.
- 16.2. Where security is reduced by work provide temporary means to maintain security.



- 16.3. All access to the roof shall be achieved either by use of exterior portable stairwell, roof ladder or lift.
- 16.4. The Contractor shall be permitted to make use of facility sanitary services as specified by the Project Manager.
- 16.5. The Contractor is responsible for loss or damage to materials or equipment.

17. Utilities

- 17.1. Contractor may use the electrical service and water service at the site only as directed by the Owner's Project Manager.
- 17.2. Prior to service use ensure capacity is adequate prior to imposing additional loads.
- 17.3. Connect and disconnect at own expense and responsibility.
- 17.4. Verify maximum power supply available. Connect to existing power supply in accordance with the Canadian Electrical Code.
- 17.5. The Contractor shall supply and pay for hoses, extension cords, special wiring or boxes as required.

18. Cleanup

- 18.1. Daily
 - Remove all excess debris.
 - Leave all areas broom clean.
- 18.2. Final
 - Clean all new materials and areas of dust and debris of work to the satisfaction of the Owner's Project Manager.

19. Cut, Patch & Make Good

- 19.1. Cut existing surfaces to be removed as required to accommodate new work.
- 19.2. Remove all items shown or specified.
- 19.3. Patch and make good surfaces damaged to Town's approval.



20. Signage

- 20.1.** Provide common-use signs related to traffic control, information, instruction, use of equipment, public safety devices, etc. in both official languages and by the use of commonly understood graphic symbols to the Town's approval.
- 20.2.** No advertising will be permitted on this project.

21. Access & Egress

- 21.1.** Maintain temporary "access to and around" and "egress from and around" the work area.
- 21.2.** Maintain pedestrian and vehicular controls as necessary during removal and installation of materials and equipment.
- 21.3.** Temporary Pedestrian Way Finding Signage: Provide and maintain temporary way finding signage for pedestrian traffic throughout the duration of construction activities. Signage shall be placed at junctions of sidewalks where beyond those points pedestrians will meet a "dead end" obstructed by temporary construction fencing, hoarding or acceptable alternative. Signage shall direct pedestrians to the closest barrier free access point.
- 21.4.** Vehicular and Pedestrian Traffic: Access for garbage removal, emergency routes and parking in areas not affected by the work must be maintained at all times. Supply, install and maintain signage, mirrors and flags-people as necessary to ensure smooth traffic flow though and around the work area.

22. Waste Management Scheduling

- 22.1.** Coordinate with Town.
- 22.2.** Separate and recycle packaging where possible.
- 22.3.** Remove from site and dispose of packaging and existing equipment following removal at an appropriate facility.
- 22.4.** Unless otherwise specified, materials for removal become the Contractor's property and shall be taken from the site.

23. Scheduling

- 23.1.** Coordinate with Town and other sub-trades to avoid conflicting schedules.
- 23.2.** Coordinate with other separate projects occurring on the property.



Request for Tender
Arnprior Clearwell #1 Replacement
Town of Arnprior

November 12, 2025
RFT #PW-2025-05

Part II – *Control of Vehicle & Pedestrian Traffic*



24. Control of Vehicle and Pedestrian Traffic

24.1. General

- a. The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out herein. Furthermore, the Contractor shall not make any claim for extra compensation or delays to the project for the impact this provision may have on the construction and related works.

24.2. Definitions

- b. *Ontario Traffic Manual (OTM)*: All reference to the Ontario Traffic Manual will indicate the most recent version(s) of the OTM including, and not necessarily limited to, as applicable:
 - Book 1 – Introduction of the Ontario Traffic Manuals
 - Book 5 – Regulatory Signs
 - Book 6 – Warning Signs
 - Book 7 - Temporary Conditions
 - Book 11- Markings and Delineations
 - Book 12 – Traffic Signals.
- c. *Traffic Control Device(s) (TCD)*: A generic term used to describe any person, sign, signal, marking or device placed upon, over or adjacent to a roadway by or at the direction of a public authority or official having jurisdiction or their designate, for the purpose of regulating, warning, guiding or informing a vehicle operator or pedestrian of an existing condition or hazard. TCD must conform to requirements of OTM Book 7 “Temporary Conditions”.
- d. *Traffic Control Persons (TCP’s)*: A person duly trained and authorized to direct traffic at a work zone through the use of the Traffic Control Sign (STOP/SLOW Paddle)

24.3. Requirements

- e. The Contractor shall designate a person to be responsible for traffic control and work zone safety.



- f. Vehicular and pedestrian traffic control within the work zone and on the approaches to and from the work zone, shall remain the sole responsibility of the Contractor as the Town delegates this authority to the Contractor.
- g. The supply and placement of all necessary temporary traffic control devices shall be performed under the sole direction of the Contractor.
- h. Notwithstanding the foregoing, the Contractor shall, at his own expense, remove any equipment or material, which in the Contract Administrator's opinion, constitute a hazard to traffic or pedestrians, or an obstruction to Town maintenance operations.
- i. Where temporary concrete barriers are used, they are to conform to the requirements and guidelines in Sections 3.3.3.1 & 5.6 of OTM Book 7, Ontario Roadside Safety Manual, and relevant Ontario Provincial Standard Specifications and Standard Drawings (OPSS and OPSD).
- j. The Contractor shall remove all dirt and debris from all paved or concrete surfaces at the close of each workday, to the satisfaction of the Contract Administrator.

24.4. Open Lanes

- k. The following are the requirements for roads or lanes that are required to be open for this Contract:
 - All roads and lanes are to be open at all times unless amended in Part 2 - Section 9.
 - No interruption or blockage of traffic is permitted.
 - No loading or unloading is allowed in or from open lanes.
 - Flagging of traffic within an open lane is not permitted to facilitate the movement of construction equipment or materials.
 - All open lanes are to have a riding surface that is consistent with pre-construction materials and shall provide for the safe and continuous mobility of vehicles and cyclists.

24.5. Vehicle Access to Entrances and Side Roads

- l. The Contractor shall maintain through, or around, the working area a satisfactory condition for traffic, shall provide vehicle access for all existing entrances, private



approaches, and side roads, and ensure that all driving surfaces are maintained and are operational, all to the satisfaction of the Contract Administrator. All vehicle access to existing entrances, private approaches, and side roads must be fully operational once the construction for the day is completed, unless the owner of the property has provided consent to allow the access to remain closed. All the costs associated with this work shall be borne by the Contractor.

- m. Any temporary loss of access/egress necessary to complete the works must be identified by the Contractor and requires a minimum 24-hour prior notification to the Town.
 - Such notification regarding the loss of access/egress is the sole responsibility of the Contractor.

24.6. Site Pedestrian Control

- n. Pedestrian control within the work zone is the responsibility of the Contractor.
- o. The Contractor shall ensure the provision of a safe and accessible path of travel for all pedestrians through and/or around the construction site. The Contractor shall ensure that pedestrians with disabilities, as well as those with increased mobility needs (parents with strollers and/or young children, elderly pedestrians using canes, walkers, or wheelchairs, etc.), shall be accommodated either through or around the construction site at all times.

24.7. Pedestrian Access

- p. In addition to the provision of a safe and accessible path of travel for all pedestrians through and/or around the construction site, a safe and accessible path of travel shall be provided to gain pedestrian access to all buildings, properties, and other destinations within or immediately adjacent to the Contract limits.

24.8. Pedestrian Barriers

- q. Erection of temporary barriers or fencing is required to separate pedestrians from construction operations or related hazards to the satisfaction of the Contract Administrator.
- r. The temporary barriers or fencing shall include a cane detectable boundary protection, with edge or barrier at least 75mm high above the ground surface.



- s. At a minimum, the barrier or fencing shall be constructed in a rigid and secure manner, thus providing a physical limitation through which a pedestrian would not normally pass.

24.9. Lane and Road Closures

- t. Approved lane and road closures shall be carried out by the Contractor at the Contractor's expense.
- u. The Contractor shall apply for a Road Closure Permit from the Town and comply with all requirements of the permit prior to closing any road.

24.10. Reflectivity Requirements for Temporary Conditions Signage

- v. The Contractor is advised of the additional reflectivity requirements for Temporary Conditions
 - Signage superseding requirements of Table 7 in section 6.3.2 OTM Book 7 Temporary Conditions.
 - All temporary condition road closure, detour route and information signs to use Diamond Grade Fluorescent Orange Sheeting (such as 3M™ Diamond Grade Fluorescent Orange Sheeting (Series 3924S) or approved equivalent).

Part III – *Scope of Work*



25. Scope of Work

1. **In general**, the Scope of Work is described in Division 01, Section 01010 of Technical Specification.

Part IV – *Pre-Qualified Vendors*



26. General Contractors

Based on evaluation of submissions received in the first phase of this tender process, the following 8 General Contractors have been considered prequalified and are invited to bid on the Arnprior Clearwell #1 Replacement project:

- ASCO Construction Ltd.
- Chandos Construction LP
- Doran Contractors Limited
- Industra Construction Corp.
- Louis W. Bray Construction Limited
- M. Sullivan & Son Limited
- Maple Reinders Constructors Limited
- Sulphur Construction

Bidding on this project is only open to these General Contractors.

27. Subcontractors

Based on evaluation of submissions received, the following sub-contractors have been pre-qualified in their specified trade. Each of these subcontractors are now in a common pool of vendors that would be qualified to be included in a bid for the Clearwell Replacement project:

- **Civil**
 - R.W. Tomlinson Limited
 - Cavanagh Construction Limited
 - Taggart Construction Limited
 - Louis Bray Construction
 - Industra Construction Corp.
 - Sullivan & Son Limited



Request for Tender
Arnprior Clearwell #1 Replacement
Town of Arnprior

November 12, 2025
RFT #PW-2025-05

- **Process & Building Mechanical**

- Eastern Welding
- Black & McDonald Limited
- Industra Construction Corp.
- Harrington Mechanical

- **Electrical**

- Industrial Electrical Contractors
- Black & McDonald Limited
- Rondeau Electric 1997 Limited

- **Concrete**

- ASCO Concrete Structures Inc.
- Rosa Formwork Limited
- Bellai Alliance Forming Limited
- Industra Construction Corp

Bids must include for work in the specified trades above to be each completed by one of the companies listed above.

Note that Capital Controls is a mandatory subcontractor on this project.



Request for Tender
Arnprior Clearwell #1 Replacement
Town of Arnprior

November 12, 2025
RFT #PW-2025-05

Appendix II - Bid Forms



**Arnprior Town Hall,
105 Elgin St. West,
Arnprior, Ontario**

Bid Forms
PW-2025-05 – Arnprior Clearwell #1 Replacement

Bid Forms Checklist

Bid Forms Checklist:

- Form I - Respondent Information Form
- Form II - Respondent Declaration Form
- Form III - Statement A – Supervision Listing (See Section 00 40 00 in Division 00)
- Form IV - Statement B - Schedule of Subcontractors (See Section 00 40 00 in Division 00)
- Form V – Form of Tender (See Section 00 40 00 in Division 00)
- Form VI - Workplace Safety and Insurance Board Declaration (See Section 00 45 26 in Division 00)



○

FORM I - RESPONDENT INFORMATION FORM

RESPONDENTS must complete this form and include with the Submission.
Please ensure all information is legible.

| | | |
|------------|---|--|
| 1. | Respondent's Main Contact Individual | |
| 2. | Address | |
| 3. | Office Phone # | |
| 4. | Toll Free # | |
| 5. | Cellular # | |
| 6. | Pager # | |
| 7. | Fax # | |
| 8. | e-mail address | |
| 9. | Website | |
| 10. | Tax Account # | |



FORM II - RESPONDENT DECLARATION FORM

1. I/WE _____ the undersigned declare:
2. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Documents (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
3. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
4. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
5. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
6. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
7. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.



Request for Tender

Arnprior Clearwell #1 Replacement
Town of Arnprior

November 12, 2025

RFT #PW-2025-05

8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Town may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Town is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Town may retain the money deposited by us, to the use of the Town and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Town the difference between this Bid and any greater sum which the Town may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Town and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
13. THAT I/WE propose to engage the sub-contractors listed in the schedule on the following pages headed "Schedule of Sub-contractors" (unless all sub-contractors are legibly and properly named, the Bid may be declared incomplete).



14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.
16. THE TOTAL BID PRICE (INCLUDING ALLOWANCES AND APPLICABLE TAXES):
- _____ **DOLLARS(\$_____)**
17. _____
in lawful money of Canada.
18. The Bidder hereby agrees to commence the work by _____ and to complete all work by _____.

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL: _____

(I have authority
to bind the company)

POSITION: _____

WITNESS: _____



Request for Tender
Arnprior Clearwell #1 Replacement
Town of Arnprior

November 12, 2025
RFT #PW-2025-05

(If not under seal)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED _____ AT THE _____

(City/Town)

THIS _____ DAY OF _____ 20_____.