



March 25, 2024

**TENDER FOR ROADSIDE MOWING
CONTRACT #PW-2024-01**

Name of Firm or Individual

Address

Telephone and Fax Number

Email Address

Name of Person Signing for Firm

Position of Person Signing for Firm

TENDERS RECEIVED BY:

Chad Kean, Manager of Public Works

Township of Lanark Highlands

75 George Street, P.O. Box 340

Lanark, Ontario

K0G 1K0

publicworks@lanarkhighlands.ca

Telephone: (613) 259-2398 Ext. 239

Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the CAO/Clerk at the address indicated above.

PART "A" - GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS

1. Tenders

Sealed Tenders clearly marked as to contents will be received by the Public Works Department of the Township of Lanark Highlands, at the Township Municipal Office, 75 George Street, Lanark, Ontario K0G 1K0 until **4:00 p.m., April 12, 2024** for "Roadside Mowing".

2. Tender form

One copy of the tender, on the forms provided, shall be submitted. All information shall be shown in the tender in the space provided including signature of the Tenderer with his/her address and telephone number.

The Tender must be legible and all items must be bid. Tenders which are incomplete, unbalanced, conditional, or obscure, erased or altered and not properly initialed, or contain irregularities of any kind, may be rejected as informal or void.

3. Tender Deposits

A certified cheque made payable to the Corporation of the Township of Lanark Highlands for of \$3,000.00.

The cheque of the successful bidder will be retained by the Township until the work is completed according to the specifications and accepted by the Township. Non completion of the work will result in the forfeiture of this cheque.

The cheques submitted by the unsuccessful bidders will be returned without interest after the awarding of the work.

The tender deposit of the successful bidder shall be retained by the Township as security until 45 days after completion and acceptance of the contract. If, for any reason, the contractor fails to complete the contract, the deposit shall be forfeited.

4. Right to Accept or Reject Tenders

The Township reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in their best interest to do so.

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.

5. Unacceptable Tenders

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

6. Ability and Experience of Bidder

The Township reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the work in the specified time.

7. **Government Requirements**

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Order-In-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

8. **Payments**

Payment will be made to the Contractor in the amount of 90% of the estimated work completed to date of certificate or invoice. The date of the estimates for certificate will be approximately the 25th of the month with payment made approximately prior to the 15th of the following month (unless otherwise mutually agreed by the Contractor and Township).

Final release of the 10% holdback will be made after 45 days from the date of acceptance, including completion of deficiencies. Final payment will be made subject to the following additional conditions:

(i) A declaration sworn before a Commissioner, Justice of the Peace, etc., shall be provided by the Contractor stating that all debts contracted during the performance and in conjunction with this Contract have been discharged, whether such debts were contracted by the Contractor or his employees.

(ii) A certificate from the Worker's Compensation Board shall be provided indicating that all payments by the Contractor to the Board, in conjunction with this Contract have been made and that the Township will not be liable to the Board for future payments in connection with this Contract.

9. **Completion Date and Liquidated Damages**

This contract shall be completed as stated on Part "D" Form of Tender.

In the event of any delay in completing this Contract by the completion date, the Contractor will pay to the Township the sum of TWO HUNDRED DOLLARS (\$200.00) per day for liquidated damages for each and every calendar days' delay in finishing the work, except Saturdays, Sundays and Statutory Holidays.

10. **Movement of Traffic**

It will be necessary to make provisions for the movement of vehicular traffic at all times and the Contractor will be responsible for performing the work so that the least inconvenience is caused to traffic. The successful contractor shall comply with MTO book 7.

11. **Adjustment to Quantities**

The estimated quantities are approximate only and, in order to work within the financial capabilities of the Township, are subject to increase or decrease prior to the commencement of work.

12. **Taxes**

Tenders shall include all applicable taxes and duties in their unit prices, with the exception of the Harmonized Sales Tax (HST) which shall be included as indicated in the Form of Tender.

13. **Starting Time / Schedule of Work**

The Contractor must notify the Township a minimum of 2 business days prior to commencing work. The Contractor is to provide a schedule of the planned work once the agreement is executed.

14. **General Conditions**

The General Conditions of this Contract will be the OPSS MUNI 100 General Conditions of Contract dated November 2019.

15. **Insurance**

The Contractor will be required to provide proof of insurance to conform with Section GC 6.03 of the General Conditions; however, the limits for general liability (GC 6.03.02) and automobile liability (GC 6.03.02) shall be 2 million dollars inclusive per occurrence.

16. **Safety**

The Contractor assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this contract and all notices required to comply with the legislation.

17. **Execute Contract**

Tenders shall be open for acceptance for a period of 10 calendar days after closing date. After this time the tender may only be accepted with the consent of the successful bidder.

The successful bidder shall execute the contract documents and furnish the required insurance certificate within 10 calendar days after receipt of notification of Acceptance of the Tender.

Failure by the successful bidder to meet the above requirements will entitle the Township to cancel the award of the contract and to retain the tender deposit as compensation for damages sustained due to the successful bidder's default. The Township may then award the contract to one of the other bidders or to take such other action as he/she chooses.

18. **Award of Contract**

All items in the award of this Contract are subject to the approval of the Ontario Ministry of Transportation.

19. **Declaration of Bidder**

The Bidder declares that:

1. (a) No persons, other than the Bidder, have any interest in this RFT or in the Contract proposed to be entered into.
- (b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Submission are in all respects true.
- (d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the Tender Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- (f) The work is to commence as specified in this document, or as mutually agreed upon in writing by the Contractor and the Owner.
- (g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- (h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.

- 2A. The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- 2B. The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.
- 2C. The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:
- (i) Accept a non-compliant Tender;
 - (ii) Accept a Tender which is not the lowest Tender; and
 - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.
- 2D. The Owner reserves the right to consider, during the evaluation of Tenders;
- (i) information provided in the Tender document itself;
 - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
 - (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
 - (iv) the manner in which the Bidder provides services to others;
 - (v) the experience and qualification of the Bidder's senior management, and project management;
 - (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
 - (vii) innovative approaches proposed by the Bidder in the Tender;
 - (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.
- 2E. The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

Submit tender and applicable documents:

**Chad Kean
Township of Lanark Highlands
75 George Street, P.O. Box 340,
Lanark, Ontario
K0G 1K0**

Telephone: (613) 259-2398 Ext. 239
Email: publicworks@lanarkhighlands.ca

PART "B" – SPECIAL CONDITIONS

1. The tender is for a **TWO** year contract (seasons 2024 and 2025) with a **yearly** option for renewal for a period up to **TWO** further years (seasons 2026 and 2027).
2. The mowing locations can be seen in the attached map (Appendix A – Map) identifying the area of this tender.
3. The kilometres of mowing listed in this tender are estimated. The Township reserves the right to increase or decrease them as required.
4. The Township will not be responsible for transporting the equipment or operator to and from his place of mowing. Storage of equipment at the end of each day will also be the Contractor's responsibility. Any equipment stored on site shall be a minimum of 10m from the travelled portion of the road.
5. The Contractor shall obtain acceptance from private land owners for any storage of equipment or materials, and furnish proof of consent to the Manager of Public Works.
6. The Township shall be the sole judge of the quality and acceptability of the equipment to be used and quality of mowing performed. The required standard of work is to remove all grass and small brush (2 inch diameter) within a seven foot swath to a height of not greater than 4 inches. Areas mowed that are not acceptable to the Township will be re-mowed at the Contractor's expense. The Contractor is responsible to straighten and/or repair any road signs, mailboxes, guide rails, plow markers, etc. that are damaged as a result of the mowing operation.
7. The mowing equipment must be a 2010 or newer machine able to cut a minimum 7 foot swath including 2 inch diameter brush. A **multi-disc rotary type mower** will be given preference, however the Township may consider an alternative if, in the Township's sole discretion, equivalent performance and desired results can be achieved and there is a substantial benefit to the Township.
8. The tractor used to pull the mow-machine must be a 2010 or newer model and be in such a condition as to be deemed mechanically fit.
9. Measurement for Payment of roadside mowing will be by the Swath Kilometre mowed. Basis of payment at the contract unit price shall be full compensation for all labour, equipment and equipment maintenance required to do the work.
10. The starting date is anticipated to be **August 1, 2024 and 2025**, and all scheduled mowing shall be completed by **August 20, 2024 and 2025**, or be subject to liquidated damages. Bidders who cannot meet this deadline may submit a bid, may be considered in the absence of bids / competitive bids and must clearly indicate "**Bidder Cannot Meet Tender Completion Date**" on the top of the front page of the Tender.
11. Liquidated damages of Two Hundred Dollars (\$200) per day will be charged for every day past the scheduled completion date.

PART "C" - FORM OF TENDER

The undersigned has carefully examined the conditions of this Tender attached hereto and is fully informed as to the Township's requirements and hereby offer to perform the work for the following price:

Specify Style and Age of Mower: _____

Specify Make and Age of Tractor: _____

Item	Description	Estimated Quantity	Unit (Km)	Unit Price	Subtotal
1.	Roadside Mowing (2024 season)	899.2	Swath Km	\$_____	\$_____
2.	Roadside Mowing (2025 season)	899.2	Swath Km	\$_____	\$_____

H.S.T. \$ _____

2 Year Grand Total \$ _____

Signature of Company

(Company Seal)
or

Printed Name & Title

Signature of Witness

Printed Name

AGREEMENT

This Agreement made in duplicate this _____ day of _____, 2024.

Between: _____ located in _____
(Bidder's Name) (Municipality)

within the _____, Province of Ontario.
(County or Region if applicable)

Hereinafter called "Contractor"

THE PARTY OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS

Hereinafter called the "Township"

THE PARTY OF THE SECOND PART

Witnessed, that the party of the first part, for and in consideration of the payment or payments specified in the tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to complete such works in strict accordance with the plans, specifications and Tender herefore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications, and conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as thought all the stipulations hereof have been embodied herein.

Description of the Works: Roadside Mowing as per Tender PW 2024-01.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with the Agreement within the time stipulated in "General Requirements and Information to Bidders" entitled "Completion Date and Liquidated Damages".

The Contractor agrees that any monies due the Township as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay the Contractor for all work done at the unit prices of the Tender.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Township have hereto signed their names and set their seals on the day first above written

Signature of Company

Company Seal
OR

Signature

Signature of Witness

Printed Name & Title

Printed Name

Township of Lanark Highlands

Clerk

Reeve

Dated at _____, this _____ day of _____, 2024.