



The Corporation of
The Township of Lanark Highlands

TENDER #PW 2018-11

Surface Treatment

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:

Tom McCarthy, Superintendent of Public Works

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

Telephone: (613) 259-2398 Ext. 239

FAX: (613) 259-2291

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 Clerk Administrator at the address indicated above.

PART "A" - TENDER REQUIREMENTS
Township of Lanark Highlands
TENDER # PW 2017-14

1. Tenders for **Surface Treatment** in the Township of Lanark Highlands will be received until:

10:00 AM LOCAL TIME ON May 18TH 2018

2. Tenders shall be enclosed in a sealed envelope clearly marked as to contents and be addressed to **Township of Lanark Highlands P.O. Box 340 Lanark. Ontario, K0G 1K0.** If tenders are delivered by hand, they shall be taken to reception.

Each tender must be accompanied by a certified cheque in the amount of \$10,000.00, payable to the Township of Lanark Highlands.

3. Tenders shall be submitted on the tender Form supplied herein and must be properly signed and witnessed or sealed if the bidder is a Corporation.
4. 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.
5. The tender deposit of the bidder who's tender is accepted shall be forfeited by him should he fail to execute the agreement and provide the required insurance certificate within ten (10) days after receiving written notice from the Township of Lanark Highlands of the award of the contract to him. When copies of the executed contract are returned and found acceptable, the tender deposit of the second low bidder shall be returned. The tender deposits of unsuccessful bidders will be returned within ten days of opening of tenders. 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. The Contractor may provide a 100% performance bond upon signing the agreement, in which case the deposit cheque will be returned.

6. **OMISSIONS AND DISCREPANCIES:**

Should a bidder find discrepancies in, or omissions from the drawings or Contract Documents, he should immediately notify the Superintendent of Public Works at 613-259-2398 ext. 239 who may send a written instruction to all bidders.

7. **INTERPRETATIONS**

No oral interpretations shall be effective to modify any of the provisions of the Contract Documents. All requests for interpretations shall be made in writing to the Superintendent of Public Works.

8. **ACCEPTANCE** - Lowest or any tender not necessarily accepted.

PART "B" - GENERAL CONDITIONS

Township of Lanark Highlands

TENDER # PW 2018-11

1. EXISTING UTILITIES:

The location of utilities shown on the Contract Drawings are based on the investigations made by the Road Department. It is, however, the Contractor's responsibility to contact the Utility Companies for further information in regard to the exact location of these utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

No responsibilities will be assumed by the Corporation for the correctness or completeness of the plans with respect to the existing utilities, pipes, catchbasins, chambers, or other objects, either underground or on the surface, and should the plots of such be found incorrect or incomplete, the Contractor shall have no claim on that account. The Corporation does not insure the accuracy of such information and the contractor shall not make any claim against the Corporation for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part.

2. REDUCTION OR ADDITION OF WORK:

In order to stay within budget the Township reserves the right to increase or decrease the total tender quantity by **30%** and no change in the unit prices shall be considered because of such change. The Granular M quantity for shaping is an estimate only.

The single lift section may be cancelled entirely if the amount bid does not fall within the established budget.

3. SCHEDULE AND LIQUIDATED DAMAGES:

The Contractor will be required to complete the work as described under this tender by **August 15TH, 2018**. The penalty for late completion shall be \$200 per calendar day.

4. GENERAL CONDITIONS:

The Ontario Provincial Standard General Conditions of Contract have not been reproduced as part of these Contract Documents, however, they shall be deemed to be the General Conditions for this Contract as though they were included.

5. WORKING HOURS:

The Contractor is advised that it will be necessary to comply with the regulations of the Ontario Ministry of Labour and the municipal By-laws of the Township of Lanark Highlands regulating hours of work.

6. PRIVATE LANDS:

The Contractor shall not enter upon or occupy with works, tools or materials of any nature, any lands outside of the public streets and roadways and the right-of-way shown on the plans, except after consent has been received by him from the proper parties, and acceptable proof of such consent shall have been furnished to the Engineer.

PART "B" – GENERAL CONDITIONS
Township of Lanark Highlands
TENDER # PW 2018-11

7. HAULING MATERIAL ON TOWNSHIP ROADS:

The Contractor must provide suitable equipment for hauling materials over the public roads. Should any materials, either coming to the site or being removed from the site, be dropped from this equipment, the Contractor shall immediately remove such materials.

8. CONTRACTOR'S AGENT:

The Contractor, during his absence from the work, shall keep at all times, a competent Superintendent or Foreman upon the work, fully authorized to act for him in his absence and to receive such orders as may be given for the proper continuance of the work.

The Contractor shall supply the Corporation with the name, address and telephone number of two of his employees who may be reached twenty-four (24) hours a day, seven (7) days a week. These employees shall be responsible for taking calls concerning the job when no one would be available at the job site, and shall be responsible for carrying out emergency work.

9. ENGINEER'S AUTHORITY:

Further to the provision covered by the General Conditions, the following shall apply:

If, after a reasonable period of time as determined by the Engineer, the Contractor refuses or neglects to remove, alter or rectify work or materials condemned by the Engineer, or his representative, the Township Clerk shall have the power to cause the same to be removed, altered or rectified by other persons and the cost of doing so shall be deducted from the next or future payment due to the Contractor.

Notwithstanding anything herein contained in case of a dispute between the Engineer, and the Contractor on any matter or matters pertaining to the work, the Contractor shall have the right to appeal to the Corporation as represented by the officers of the companies concerned or their legal representatives. No claim, however, shall be considered after the lapse of the period of two months from the date of the final certificate.

10. SUPPLY OF MATERIAL:

All materials to complete the contract will be supplied by the contractor. Gravel for fine grading may be provided by the Township if a lower price can be obtained.

PART "B" – GENERAL CONDITIONS

Township of Lanark Highlands

TENDER # PW 2018-11

11. TRAFFIC CONTROL:

The Contractor will be responsible for all traffic control and will supply all traffic control devices and personnel as required to comply with Township By-laws and the latest Provincial regulations.

The contractor shall be responsible for appropriate warning signs at both ends of the contract.

One way traffic will be allowed during normal working hours with proper traffic control devices and persons. Outside working hours two-way traffic shall be maintained.

The Contractor shall provide the necessary traffic control to ensure traffic does not drive on fresh surface treatment for the time set out in the specifications.

The cost of all traffic control shall be included in the price bid on the contract.

First Aid Equipment: The Contractor shall provide and maintain the necessary First Aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act. The Contractor shall also abide by all provisions and requirements of the Occupational Health and Safety Act.

12. ENGINEER:

The Engineer shall mean Tom McCarthy, Superintendent of Public Works or any person appointed by the Township to act as Project Supervisor.

13. RIGHT TO ACCEPT OR REJECT TENDERS:

The Township reserves the right to reject any or all tenders or accept any tender should it be deemed to be in the Township's 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.

14. UNACCEPTABLE TENDER:

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

15. ABILITY AND EXPERIENCE OF THE 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.

PART "B" – GENERAL CONDITIONS

Township of Lanark Highlands

TENDER # PW 2018-11

16. INSURANCE:

Prior to signing the Contract Agreement, the Contractor shall provide the Township with a verification statement from his insurance company that he has a minimum of \$5 million dollars public liability and property damage insurance including blasting insurance.

17. GOVERNMENT REQUIREMENTS:

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-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.

18. SALES TAX:

HST shall be added separately on the form of tender.

19. SAFETY:

The Contractor shall be completely responsible for maintaining a safe work place at all times in accordance with the all provisions and requirements of the Occupational Health and Safety Act.

20. FINE GRADING

The fine grading , watering and rolling will be done by the contractor immediately prior to the surface treatment at the direction of the superintendent. Grading shall include placement and compaction. Granular M shall be placed at the direction of the superintendent to ensure proper drainage. The contractor shall roll the finished grade with a steel roller immediately prior to applying the 1st application of emulsion.

21. FINAL ACCEPTANCE AND PAYMENT

When the contract is completed the Contractor shall arrange a final inspection with the Engineer. When the contract is completed to the satisfaction of the Engineer and all deficiencies have been corrected, the Engineer shall prepare a final payment certificate which will be verified by the contractor and submitted to the Township for payment.

Prior to approval of the final payment certificate the Contractor shall provide the Township with:

- A certificate that Workers Compensation payments are up to date.
- A certificate from material suppliers and landowners that all obligations of the contractor, financial and otherwise have been met.
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The Township shall pay the Contractor the full amount of the final payment certificate within 14 days of submission of the certificate. The deposit cheque from the Contractor shall be returned 45 days after the date of the final payment certificate for the contract.

22. DECLARATION OF BIDDER

The Bidder declares that:

- (a) No persons, other than the Bidder, have any interest in this RFP 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 RFP 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 per the date in this agreement.
- (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 RFP.
- 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.

23. INSURANCE

The Contractor's attention is drawn to the requirements of Section GC 6.03.

Subsection G.C. 6.03.02 of the General Conditions is amended by the addition of the following:

General Liability Insurance shall be in the name of the Contractor and the Township named as additional insured's, in the minimal amount of **Five Million Dollars (\$5,000,000.00)**.

The Contractor remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

24. EXECUTE CONTRACT

Tenders shall be open for acceptance for a period of sixty (60) 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 bond within ten (10) calendar days after mailing 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 chooses.

25. MAINTENANCE OF ROAD THROUGHOUT THE WORK

When, in accordance with Section G.C. 7.07 of the OPSS General Conditions, it is the Contractor's responsibility to maintain a road throughout the work, the Contractor shall supply, at his expense, all labour, equipment and material to maintain the road in a satisfactory condition, except that when required for normal maintenance purposes the supply and placing of Granular "M", and bituminous patching materials, will be paid for at the appropriate Tender unit prices.

26. HEALTH AND SAFETY

The Township is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Contractor's agents and others on our premises.

Accordingly, all Contractors shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards, consistent with applicable legislation.

Provide a copy of your Company's Health and Safety Policy.
- (b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Bidder is from outside Ontario), before starting a project and upon completion. Additional Certificates of Clearance will be required before the release of any monies.
- (c) Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted responsibilities.

27. ACCESSIBILITY – CUSTOMER SERVICE

Lanark Highlands is committed to providing customer service that respects and promotes the dignity and independence of people with disabilities. Contractors shall ensure that their operations conform with the Township's Accessibility – Customer Service Standards Policy, a copy of which can be obtained from our Website at <http://www.lanarkhighlands.ca/Services/Accessibility.php>. The Contractor shall ensure that their Staff has been trained, in accordance with the requirements of the *Accessibility for Ontarians with Disabilities Act*. The Contractor is responsible to inform the Director of Public Works, or his designate, of any planned or unexpected activity which impacts Township facilities or services that are used by people with disabilities i.e. sidewalks on road closures. Every effort will be made to provide the public with advance notice of such disruptions.

28. WORK ON SATURDAYS, SUNDAYS AND STATUTORY HOLIDAYS

The Contractor shall not work on Saturdays, Sundays and Statutory Holidays on this Contract without written permission from Public Works and the local Municipal Representative, unless working on these days is stipulated elsewhere in this Contract.

Where the Contractor decides to work with Public Works' approval and the approval from the local municipality on Saturday, Sunday or Statutory Holiday, the Contractor shall pay to the Township any costs incurred by the Township for providing the supervisory staff deemed necessary by the Township.

28. LOSSES AND DAMAGES

The Contractor is hereby specifically notified that any loss or damage to the work caused by the action of the elements, including severe rain storms, wind storms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at his own expense. All material and additional work required, to make good any loss or damage to work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

PART "C" - SPECIAL PROVISIONS
Township of Lanark Highlands
TENDER # PW 2018-11

SURFACE TREATMENT

Supply and Apply HF 150 (P) Emulsion

The Contractor shall adjust the application rate within the range of 3.0 to 3.6 l/m², to suit conditions and material. The Contractor shall inform the Engineer of the rate he proposes to use prior to start of the work and shall adjust the rate only with the Engineer's permission. As the majority of the road will consist of only one lift of HL3 stone the application of emulsion shall match the required quantities for stone placement.

Supply and Apply Class 2 Aggregate

Class 2 aggregate, 5/8" maximum, Granular M, Quarried Stone shall be used on the lower course of the double surface treatment. Application rate shall be approximately 18 kg/m². The Contractor shall inform the Engineer of the rate he proposes to use prior to start of the work and shall adjust the rate only with the Engineer's permission

Material shall meet the requirements of OPSS 304 Table 1.

Supply and Apply Class 2 Aggregate

Class 6 aggregate, 3/8" maximum, Quarried Stone shall be used on the top course and single surface treatment. Application rate shall be approximately 18 kg/m². The Contractor shall inform the Engineer of the rate he proposes to use prior to start of the work and shall adjust the rate only with the Engineer's permission.

Material shall meet the requirements of OPSS 304 Table 1.

Pulverize

This Item shall include the pulverizing of the existing surface, average width of 6.0 m, for Township Roads, to a maximum depth of 150 mm in order to produce a granular like material that can be worked with a grader to restore the roadway surface.

The pulverizing shall be carried out by an approved mechanical pulverizer with adequate power to complete the work.

Section 330.07.01 of OPSS 330 is amended by the addition of the following:
Initial shaping and compaction behind the pulverizer of the blended material will be included in Item #5, Restoration of Existing Roadway Surface.

Final Grade and Compaction

The contractor shall provide the necessary equipment and labour to grade and compact the gravel base before placement of surface treatment. The grade is to be completed at the direction of the Road Superintendent.

PART "D" – Bid Sheet
Township of Lanark Highlands
TENDER # PW 2018-11

Peneshula / Cedar Cove

Material	Units	Estimated Quantity	Unit Price	Total Price
5/8" Stone and emulsion, HL3 Stone and emulsion	M ²	15,750		
Granular M Quarried Stone (for shaping) <i>Do not include in total</i>	MT	1		
Final Grading and Compacting	M ²	15,750		
		Total Price		
		HST		

Forbes / 2nd Con A Lanark / Robertson Drive

Material	Units	Estimated Quantity	Unit Price	Total Price
5/8" Stone and emulsion, HL3 Stone and emulsion	M ²	13,780		
Granular M Quarried Stone (for shaping) <i>Do not include in total</i>	MT	1		
Final Grading and Compacting	M ²	13,780		
Pulverizing	M2	12,070		
		Total Price		
		HST		

7th Concession

Material	Units	Estimated Quantity	Unit Price	Total Price
*HL3 Stone and emulsion	M ²	15,385		
Granular M Quarried Stone (for shaping) <i>Do not include in total</i>	MT	1		
		Total Price		
		HST		

North Shore

Material	Units	Estimated Quantity	Unit Price	Total Price
HL3 Stone and emulsion	M ²	17,300		
Granular M Quarried Stone (for shaping) <i>Do not include in total</i>	MT	1		
		Total Price		
		HST		

Galbraith

Material	Units	Estimated Quantity	Unit Price	Total Price
5/8" Stone and emulsion, HL3 Stone and emulsion	M ²	4,200		
Granular M Quarried Stone (for shaping) <i>Do not include in total</i>	MT	1		
Final Grading and Compacting	M ²	4,200		
Pulverizing	M2	4,200		
		Total Price		
		HST		

- The Township reserves the right to award each line item to the individual lowest bidder or to the overall lowest bidder should it choose to do so.
- The Township reserves the right to complete the final grading and compacting themselves should it be in their best interest.

PART "D" – Bid Sheet
Township of Lanark Highlands
TENDER # PW 2018-11

Signature of Company

(Company Seal)
or

Printed Name & Title

Signature of Witness

Printed Name

Dated at _____, this _____ day of _____, 2018.

**TOWNSHIP OF LANARK HIGHLANDS
CONTRACT [PW 2018-11](#)
ROADWAY SURFACE TREATMENT**

AGREEMENT

This Agreement made in duplicate this _____ day of _____, **2018.**

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

Witnesseth, 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: Supply and place material for Roadway Surface Treatment per Tender [PW 2018-11](#).

Contract PW 2018-11, Agreement continued

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

Signature of Company

(Company Seal)
or

Printed Name & Title

Signature of Witness

Printed Name

Dated at _____, this _____ day of _____, 2018.