



April 11, 2024

Tender for Hot Mix Paving of Various
Roads in Lanark Village

TENDER #PW-2024-05

Location A - North Street

Location B - Canning Street

Location C - Mill Road

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.

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Corporation of the Township of Lanark Highlands (“the Township”), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 75 George St, Lanark, Ontario, until **3:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Friday, May 2, 2024**.

Tenders received after closing time will not be considered.

HARD COPY TENDERS RECEIVED BY:

Chad Kean, Public Works Manager

Township of Lanark Highlands
75 George Street, P.O. Box 340
Lanark, Ontario
K0G 1K0
Telephone: (613) 259-2398 Ext. 239

– OR –

DIGITAL (E-MAIL) TENDERS RECEIVED BY:

Tender Submissions may be submitted by email to Chad Kean, Public Works Manager, publicworks@lanarkhighlands.ca with the following in the email subject line **“TENDER SUBMISSION – PW-2024-05 – HMA in Lanark Village”**. E-mail submissions will remain unopened until the opening date and time. E-mails sent to any other e-mail address other than publicworks@lanarkhighlands.ca will not be considered. A read receipt of an email submission is required.

One copy of the completed **Bidders Experience in Similar Work - Form 1** of Tender, Part “D”, on the forms provided, shall be submitted. All information shall be shown in the tender in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the **Tender Label – Form 5** (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of The Township of Lanark Highlands Form or by

a covering letter, or by alterations to the form supplied, unless otherwise provided in Part "A" - Information to Bidders.

2. Clarification of Documents

Any clarification of the Townships documents required by the Bidder, prior to submission, shall be directed to the Manager of Public Works. Any such clarifications so given shall not, in any way, alter the Townships documents and the Bidder and the Townships agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Townships are authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued by the Clerk to Bidders as a written Addendum. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Manager of Public Works.

- Last day for questions April 19, 2024
- Last day for Addenda April 26, 2024
- Submission Due Date May 2, 2024

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

4. Contractor to Investigate

It is the responsibility of the Bidder to satisfy itself that the Tender Documents are complete. The Bidder shall carefully examine all the Tender Documents. Prior to submitting its Bid, the Bidder shall visit and carefully examine the place of the Work and satisfy itself as to all existing surface and subsurface conditions, facilities and difficulties and shall take into consideration weather conditions, local labour conditions, and material and equipment availability which may affect the execution of the Work.

No claims by the Bidder will be considered or allowed for conditions which can be determined by careful and diligent examination of the Tender Documents, the place of the Work and local conditions, or both. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make

such inspections or investigations will be accepted as sufficient reason for failure on part of any successful Bidder to fulfill all requirements of the Contract.

5. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

6. Tender Deposit

Each Tender shall be accompanied by a certified cheque or Bid Bond in the amount of ten percent (10%) of the bid price payable to the Township, "Lanark Highlands". This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Tender Deposit – Method of Return – Form 3**.

7. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the tendered price.

8. Health and Safety

The Bidder 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.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company's Health and Safety Policy Statement, dated not later than **2024**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance (or equivalent if the Bidder is from outside Ontario), to be submitted with the Tender.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

9. Accessibility

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Part "D" – **Form 6**.

10. Bidder's Checklist

To assist Bidders with completing a response to this Tender, a Tender Checklist is included in **Part "D" – Form 4**. The Checklist must be included in the Bidder's submission.

11. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed and must be submitted to the Manager of Public Works. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

12. Public Opening

There will be no public opening. Bid results will be provided upon request.

13. Tender Results

The names of the Bidders and total bid prices will only be made available after the Tender Opening. After the Tender Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices will be given in the reply.

14. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of ninety (90) calendar days from the closing date of the receipt of Tenders.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by location, or individual locations, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address (including email), given in the Submission, shall constitute notice of acceptance of the Contract.

15. Insurance

The successful Company shall provide the following insurance:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add Lanark Highlands as Additional Insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to Lanark Highlands.

Contractors' Equipment Insurance

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Township agrees to waive the equipment insurance requirement.

Pollution Liability Insurance

Pollution Liability Insurance shall be in the name of the Contractor and the Township of Lanark Highlands with limits of no less than \$5,000,000 per occurrence, an aggregate of not less than \$5,000,000 in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days'

notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of the Township of Lanark Highlands, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

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

16. Bonding

Performance Bond

A Performance Bond in the amount equal to one hundred percent (100%) of the Total Tendered Price will be required on acceptance of the Contract and prior to the commencement of any work. The Bond will be furnished by a satisfactory surety company with head office in Canada or authorized to carry on business in Canada.

The Performance Bond shall guarantee workmanship and materials as well as all maintenance required for a period of twelve (12) months from the date of acceptance of the works.

17. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

18. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

19. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

20. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Townships may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

21. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

22. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

23. Payments

The Company shall invoice the Township, monthly, for services and materials provided. After applicable reconciliation, the Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The successful Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

24. Municipal Freedom of Information

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Townships decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Manager of Public Works.

The contractor is hereby notified that OPSS. MUNI 100 General Conditions of Contract, dated November 2019, shall govern except as amended or extended herein. The OPSS. MUNI 100 General Conditions of Contract have not been reproduced as part of these Contract documents. It will be the responsibility of the Contractor to obtain current copies of these documents.

1. Ability and Experience of Bidders

The Townships reserves the right to reject any tender where satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time, is not furnished by the Bidder where requested by the Township. This evidence shall be provided by completing the following statements:

Statement 'A' – Bidder's Experience (see **Form 1** of Tender)

As an integral part of the Form of Tender, the Bidder shall list three examples of their experience in work of a similar nature to that being tendered, which it has successfully completed in the last three years.

Statement 'B' – List of Proposed Subcontractors (see **Form 2** of Tender)

As an integral part of the Form of Tender, the Bidder shall provide the name, the category of work and the address of all subcontractors proposed in this Tender.

2. Co-ordination Meetings

The Contractor shall attend such meetings with the Township as may be required to co-ordinate services affected by the Contract and routinely review its progress. A pre-construction meeting shall be scheduled to be held within 10 days of notification of acceptance of the Tender by the Township, unless otherwise agrees to be post-poned.

3. Hours of Work

The Contractor's operations under the Contract will be restricted by daylight hours, Monday to Friday half an hour after sunrise and half an hour before sunset. No work will be permitted on weekends or statutory holidays, unless otherwise approved. The Contractor is advised that it will be necessary to comply with the requirements of the municipal By-Laws as applicable.

4. Utilities

The Contractor shall be responsible for the protection and locating of all utilities at the job site during the time of construction. The Townships will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

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5. Protection of Adjacent Structures

The Contractor shall in the manner specified, sustain in their places and protect from injury any and all water or gas mains, public or private sewers or drains, conduits, service pipes, sidewalks, fences, retaining walls, curbs and all other structures or property in the vicinity of his work, whether over or underground, or which appear in the excavation and he shall assume all costs and expenses for damage which may be occasioned by injury to any of them. The support of any water mains shall be to the satisfaction of the Owner.

Before excavation commences, the Contractor shall have the location of all underground utilities staked out by the appropriate Utility Company. The location of utilities shown on the Contract Drawings is in accordance with the best information available but the Owner does not guarantee the accuracy or the completeness. It is the Contractor's responsibility to contact the various Utilities for further information.

6. Guaranteed Maintenance

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months in accordance with Section GC 7.16 of OPSS General Conditions (MUNI. 100) November 2019.

The Contractor shall make good in a permanent manner, satisfactory to the Township, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Township. The severity of defective work shall be identified by and evaluated at the discretion of the Township.

In the event the Contractor refuses or is unable to carry out the repairs on defective work, the Township shall use the holdback funds to have the remedial work completed to the Township's satisfaction.

7. Restrictions on Open Burning

Open fires will not be permitted within the limits of this Contract. Brush and debris must be disposed of in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

8. Contract Time and Liquidated Damages

Progress of the Work and Contract Time

Forthwith upon acceptance of this Contract, the Contractor shall provide a "Contractor's Schedule of Work" to the Township.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor's firm who can be contacted in the event of emergencies. The Contractor must prepare and submit its schedule to the Township within ten (10) calendar days of Contract acceptance and prior to start of construction.

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The Contractor shall accomplish substantial completion of this Contract as defined in Section GC8.02.04 of the OPSS General Conditions (MUNI. 100) on or before **August 15, 2024**.

If the Contract time allowed by the above-noted date is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed.

If completion of the project is delayed beyond the time specified in the Contract, and the delay is not excused by the Township, the Contractor shall pay to the Township the sum of \$500 per day for each calendar day during which completion of the project is delayed beyond the time specified for completion.

9. Dust Control

As a part of the work required under Section GC7.01 of the OPS General Conditions, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from his/her operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

The cost of all such preventative measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which it is the Contractor's responsibility to maintain for public traffic. The cost of such quantities of water and calcium chloride as are authorized by the Owner to restrict dust to acceptable levels, shall be included within the item price of each bid item as per OPSS. GC 8.02.02 "Price for Work".

10. Contractor's Responsibility

The Contractor's attention is drawn to Section GC7 of the OPS General Conditions, "Contractor's Responsibilities and Control of the Work". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Owner in writing of the names and positions of the person or persons representing the Contractor.

Should the Contractor be unable to carry out immediate remedial measures required, the Owner will carry out the necessary repairs, all related costs for which shall be charged to the Contractor.

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11. Use of Sub-Contractors

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

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

12. Traffic Control and Construction Signs

In accordance with Section GC7.06 of OPSS General Conditions (MUNI. 100) November 2019, the Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required for the project.

Traffic controls shall be provided in accordance with the latest edition of the Ontario Traffic Manual, Temporary Conditions, Book 7.

Traffic controls shall be operational before work affecting traffic begins.

This item is "optional" in the applicable bid forms.

13. Maintenance of Traffic

The Contractor shall maintain all pre-construction traffic lanes open for traffic at all times except when lane closures are required to allow for construction operations as approved by the Township in writing. Only single-lane closures shall be permitted.

Vehicular and pedestrian access shall be maintained to all properties abutting this Contract at all times.

14. Storage Areas

The Contractor shall obtain the approval of the Township prior to designating areas within the road allowance for storage of their equipment and materials for housing. Adequate distance from a storage area to public traffic shall be maintained inclusive to appropriate night time visibility of any equipment.

15. 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

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parties, and acceptable proof of such consent shall have been furnished to the Township.

16. Occupational Health and Safety Act – Designated Substances

The Contractor shall be responsible for determining the presence of designated substances on the sites within the limits of this Contract in accordance with the requirements of Section 30 of the *Occupational Health and Safety Act*. The Contractor shall identify and report any designated substances determined to be present to the Township and ensure that all sub-contractors performing work under the Contract have received a copy of the report.

The Contractor shall comply with the governing Ministry of Labour regulations respecting protection of workers, removal, handling and disposition of the designated substances determined to be present with regards to this Contract. All related costs shall be deemed to be included in the appropriate tender items.

17. Workplace Hazardous Material Information System (WHMIS)

Prior to the commencement of work, the Contractor shall provide to the Township a list of those products controlled under WHMIS which it expects to use on this Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled.

The Contractor shall notify the Township in writing of changes to the list and provide the relevant Safety Data Sheet.

16. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall immediately be reported to the Township. Such spills or discharges and their adverse effects shall be as defined in the *Environmental Protection Act*.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall immediately be reported to the Township. As well as the Ontario Spills Action Centre. (1-800-268-6060)

This reporting will not relieve the Contractor of its legislated responsibilities regarding such spills or discharges.

The Contractor is required to provide a Spills Response Plan within 10 days of Contract award, to the satisfaction of the Township.

17. Protection of Water Quality

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At all times, the Contractor shall maintain existing stream flows and shall control all construction work so as not to allow sediment or other deleterious materials to enter streams.

No waste or surplus organic material, including topsoil, is to be stored or disposed of within 30 metres of any watercourses. Run-off from excavation piles will not be permitted to drain directly into watercourses but shall be diffused onto vegetative areas a minimum of 30 metres from the watercourse. Where this measure is not sufficient or feasible to control sediment entering the watercourses, sedimentation traps or geotextile coverage will be required.

If dewatering is required, the water shall be pumped into a sedimentation pond or diffused onto vegetated areas a minimum of 30 metres from the watercourses and not pumped directly into the watercourses.

No machinery shall enter the creek bed of any watercourse. Movement of construction equipment in the vicinity of any creeks shall be limited to the minimum required for construction.

The Contractor shall not carry out equipment maintenance or refueling or store fuel containers within 30 metres of any watercourse. The Contractor shall not stockpile construction debris or empty fuel/pesticide containers within the Contract limits.

18. Mailboxes

The Contractor shall maintain access to mailboxes at all times. In the event that mailboxes are damaged as a result of construction activities or any other activity related to the execution of this Contract, the Contractor will be responsible for replacement at no additional cost.

19. Private Entrances

The Contractor is responsible for ensuring private entrances affected by the scope of work within this Contract are restored to a reasonable gradient with the elevation of the new road surface.

20. Garbage Collection

The Contractor shall be responsible for ensuring that if required, garbage collection, including recyclables, is maintained and when necessary, the Contractor shall make arrangements directly with the collecting agency, to permit and coordinate pick-up. The Contractor shall coordinate this with the Township/Owner. Curbside garbage and recyclables are picked up Fridays, commencing in the morning.

21. Other Contractors Within and/or Adjacent to the Contract Limits

Other work may be in progress within and/or adjacent to the limits of this Contract. The Contractor shall coordinate the work with other Contractors within and/or adjacent to the project limits, to ensure that they do not perform work in the same area at the same time or adversely affect each other's work. The Contractor shall ensure that a

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minimum separation of 100 meters is maintained between the operation included in this Contract and work within and/or adjacent to this project being done by others.

The contractor shall provide a written submission explaining how the work with other Contractors will be coordinated, to the Owner.

21. Progress of the Work and Contract Time

Forthwith upon acceptance of this Contract, the Contractor shall provide a "Contractor's Schedule of Work" to the Owner.

The Schedule shall include the proposed methods of construction and the name of a responsible individual from the Contractor's firm who can be contacted in the event of emergencies. The Contractor must prepare and submit his/her schedule to the Owner within ten (10) calendar days of Contract acceptance and prior to start of construction.

If the Contract time allowed by the above-noted date is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the bid prices for the various items of work and no additional compensation will be allowed therefore.

No weekend work, or work on Statutory holidays will be permitted unless otherwise stipulated in the contract and approved by the Township/Owner. Extension of time allowed as per GC3.06, Extension of Contract Time, of OPSS MUNI 100-Nov.2019 General Conditions of Contract. Hours of work shall be from one hour after dawn until one hour before dusk unless prior written approval is received from the Owner.

22. Endangered Species

It is the responsibility of the Contractor to ensure the Protection and Recovery of Endangered Species as set out in the *Endangered Species Act, 2007*.

21. Sampling and Testing

Sampling and testing to be performed as per OPSS 304 November 2016, at the expense of the Contractor for QC testing.

22. Prevention of Damage

The failure of the Township to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, overhead lines / wires, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of its responsibilities under this Contract.

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
CONTRACT PW-2024-05
PART "B" – GENERAL CONDITIONS

23. Emergency and Maintenance Measures

Wherever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the Contractor shall be provided to the Township. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the Township, in case emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, the Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

24. 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 its 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.

25. 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.

Any damage to Township or County roads due to hauling material, mobilization, demobilization, are to be repaired to the satisfaction of the Township, or County as applicable.

26. 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.

27. 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.

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PART "B" – GENERAL CONDITIONS

(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 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 Township.

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;

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
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PART "B" – GENERAL CONDITIONS

- (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 Tender.

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.

2F. The Bidder acknowledges that the Owner may award each separate location to separate Contractors upon receipt of tender and item bids.

**THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
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CONTRACT PW-2024-05
PART “C” – SPECIAL PROVISIONS**

The relevant Ontario Provincial Standard Specifications for construction are as follows:

Ontario Provincial Standard Specifications

The following is a list of OPSS's that apply to the Contract. This table does not include all OPSS's that apply. As part of this contract, all relative OPSS's apply unless otherwise specified. The most current municipal version is to be used. If no municipal specification exists, the provincial is to be used.

OPSS	Date	Description
180	November 2016	Management of Excess Material
182	November 2012	Environmental Protection
206	April 2019	Grading
308	April 2012	Tack Coating and Joint Painting
310	November 2017	Hot Mix Asphalt
501	November 2017	Compaction
510	November 2018	Removal
517	November 2018	Dewatering
518	April 2017	Control of Water and Dewatering Operations
706	April 2018	Traffic Control
804	November 2014	Seed and Cover
1004	November 2013	Aggregates – Miscellaneous
1010	November 2013	Aggregates – Base, Subbase
1150	November 2018	Hot Mix Asphalt
1860	November 2018	Geotextiles

Ontario Provincial Standard Drawings

The following is a list of OPSD's that apply to the Contract. This table does not include all OPSD's that apply. As part of this contract, all relative OPSD's apply unless otherwise specified.

OPSD	Date	Description
219.110	November 2015	Light Duty Silt Fence
219.240	November 2015	Sediment Trap for Dewatering
212.030	November 2018	Resurfacing Existing Crossfall Maintained

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PART "C" – SPECIAL PROVISIONS

NOTE: For the following Item Specific Special Provisions, the following list of items (including but not limited to) will be incorporated in the price of each bid item as per OPSS. GC 8.02.02(.02):

OPERATIONAL CONSTRAINT – Construction Start Date on Mill Road to be determined by the Township based on a sidewalk being installed on the east side of the roadway prior to HMA work. Construction Completion Date for the Tender is August 15, 2024.

OPERATIONAL CONSTRAINT - Lane Closure Notification, Notification of Affected Agencies

The contractor shall notify all affected emergency services, school boards, transportation services and residences at least two weeks in advance of the lane closure.

METHOD OF NOTIFICATION

Notifications to agencies and regulatory authorities shall be via email and phone. Notification to residents shall be via hand delivered notices. Only residents on the affected roads/streets in the jobsite will require hand delivered notices. Prior to road closure, the Contractor will be required to provide confirmation of notifications to all affected parties. In addition, the Contractor shall also notify all affected parties of any unplanned changes to traffic flow immediately.

Agencies notified shall include, but not be limited to, the following;

EMS:

Lanark County Paramedic Services

84 Lorne St, Smith Falls,
ON, K7A 3K8
Emergency
Calls - 911
(613) 205-1021

**Ontario Provincial Police – Lanark
County Detachment**

75 Dufferin Street, Perth, ON, K7A
3A5
Emergency Calls - 911
Phone: (613) 267 - 2626

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PART "C" – SPECIAL PROVISIONS**

School Board:

Upper Canada District School Board 225 Central Ave W,
Brockville, Ontario, Canada, K6V 5X1 Telephone: 613-342-0371
Toll Free: 1-800-267-7131 (Ontario only)

Upon commencement of the work, the Contractor shall work continuously until operations are complete. The Contractor shall schedule the work to ensure that no operations are conducted over a weekend or holiday. The contractor shall ensure the site is secure prior to leaving each evening.

No additional payment will be made for any labour, equipment and materials required to comply with the above notification requirements.

Special Provisions – Step Joint

Grinding of a step joint at all roadway intersections and at any applicable entrances.

Special Provisions – Reinstatement of Driveways

Any affected entrances or driveways due to the operations/ scope of work, are to be reinstated with like materials, including but not limited to gravel, stone, asphalt.

**THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART "D" – FORM OF TENDER**

1. I _____, of _____,

DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other Contractor, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.

5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted

6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Township shall be an acceptance of this Tender.

7. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

**THE CORPORATION OF
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HMA TENDER
PART “D” – FORM OF TENDER**

I/We hereby agree to provide section rehabilitation services in accordance with the provisions set out in Parts “A”, “B”, and “C” of this Tender, for the following firm prices. Exact locations are identified in “Part D” – Location Maps”.

Location “A” – North Street



Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
North Street – Princess Street to Willis Street (Approx. 410m x 7m wide)						
A1	330	Full Depth Removal / Milling of Existing asphalt (~50mm)	2870	m ²	\$ _____	\$ _____
A2	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 or equivalent	2870	m2	\$ _____	\$ _____
Sub Total Tendered Price (A)						\$ _____
B1	SP	OPTIONAL – Line Painting (solid yellow centerline) – George Street to Willis Street	550	m	\$ _____	\$ _____
B2	721 SP	OPTIONAL - Traffic Control	1	L.S	\$ _____	\$ _____
Sub Total Provisional B3 Price						\$ _____
Total Price (A + B)						\$ _____

**THE CORPORATION OF
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HMA TENDER
PART "D" – FORM OF TENDER**

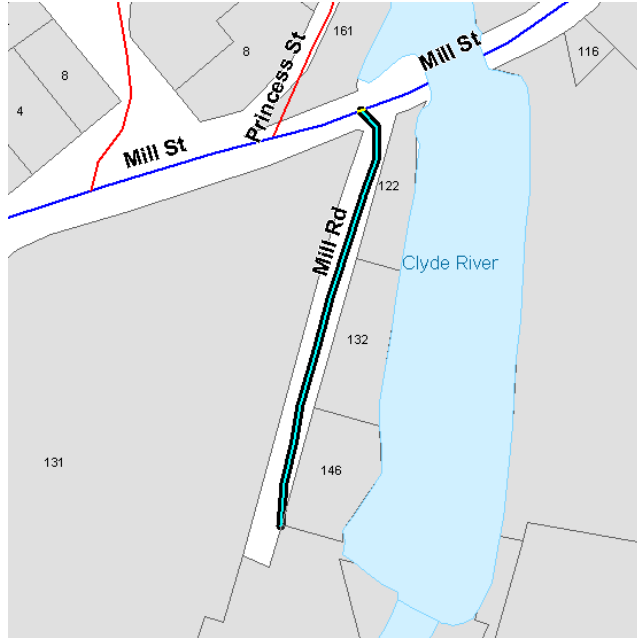
Location "B" – Canning Street



Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
Canning Street – Clarence Street to Owen Street – including apron onto Clarence Street (Approx. 220m x 5.5m wide)						
A1	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 or equivalent	1200	m2	\$ _____	\$ _____
Sub Total Tendered Price (A)						\$ _____
B1	330	OPTIONAL - Full Depth Removal / Milling of Existing asphalt (~50mm)	1200	m ²	\$ _____	\$ _____
B1	SP	OPTIONAL – Line Painting (solid yellow centerline) – George Street to Willis Street	220	m	\$ _____	\$ _____
B2	721 SP	OPTIONAL - Traffic Control	1	L.S	\$ _____	\$ _____
Sub Total Provisional B3 Price						\$ _____
Total Price (A + B)						\$ _____

**THE CORPORATION OF
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Location "C" – Mill Road



Item No.	Spec.#.	Description	Estimated Quantities	Unit	Bid Price Per Unit	Total Bid
Mill Road – Mill Street to End (Approx. 170m x 6.5m wide)						
A1	314 501	Road Surface 50mm Hot Mix HL-4, PGAC 58-34 or equivalent	1100	m ²	\$ _____	\$ _____
Sub Total Tendered Price (A)						\$ _____
B1	330	OPTIONAL - Full Depth Removal / Milling of Existing asphalt (~50mm)	1100	m ²	\$ _____	\$ _____
B2	SP	OPTIONAL – Line Painting (solid yellow centerline) – George Street to Willis Street	170	m	\$ _____	\$ _____
B3	721 SP	OPTIONAL - Traffic Control	1	L.S	\$ _____	\$ _____
Sub Total Provisional B3 Price						\$ _____
Total Price (A + B)						\$ _____

**THE CORPORATION OF
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PART “D” – FORM OF TENDER**

Notes:

- i) H.S.T. will be paid in addition to the tendered price.
- ii) Prices must be rounded to two decimal places only.
- iii) OPSS.MUNI specifications shall apply when applicable

**THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART "D" – FORM OF TENDER**

Statement "A" – Bidder's Experience in similar work – Form 1

Year	Description of Contract	For whom Performed	Project Foreman	Value

**THE CORPORATION OF
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PART “D” – FORM OF TENDER**

Statement “B” – List of Proposed Sub-Contractors – Form 2

Sub-Trade	Name of Subcontractor	Address

THE CORPORATION OF
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HMA TENDER
PART “D” – FORM OF TENDER

TENDER DEPOSIT METHOD OF RETURN – FORM 3

Please complete this form indicating your preference
for returning your tender deposit cheque.

☐

The Contractor will **pick up** the tender deposit.
**Township Staff will notify the Contractor when the cheque is
available for pick-up.**

If you are selecting this option, if possible, please provide the name of
the representative who will pick up the cheque.

Name: _____

☐

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Contractor.
My Purolator Account #: _____

☐

Send cheque by **Regular Mail**.

Contractor Name: _____

Signature of Contractor representative

Date: _____

**THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART “D” – FORM OF TENDER**

CHECKLIST – FORM 4

Enclosed with submission:

- | | |
|--------------------------------------------------|--------------------------|
| 1. Completed Part “D” enclosed | <input type="checkbox"/> |
| 2. 2024 Health and Safety Policy – Part “A” (#7) | <input type="checkbox"/> |
| 3. WSIB Certificate of Clearance – Part “A” (#7) | <input type="checkbox"/> |
| 4. Accessibility Declaration – Part “A” (#8) | <input type="checkbox"/> |
| 5. Tender Deposit – Part “A” (#5) | <input type="checkbox"/> |

Documents upon Award of Contract:

- | | |
|---------------------------------------------------------|--------------------------|
| 1. Performance Bond – Part “A” (#15) | <input type="checkbox"/> |
| 2. Certificate of Liability Insurance – Part “A” (#14) | <input type="checkbox"/> |
| 3. Electronic Funds Transfer Paperwork – Part “A” (#22) | <input type="checkbox"/> |

THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART “D” – FORM OF TENDER

TENDER LABEL – FORM 5

To help identify your Tender, please **cut out the label below and affix this label to the outside of your Tender Envelope:**

THE CORPORATION OF LANARK HIGHLANDS TOWNSHIP Hot Mix Asphalt CONTRACT PW-2024-05	
The Corporation of Lanark Highlands Attention: Chad Kean Manager of Public Works Telephone: 613-259-2398 ext. 239 Toll Free: 1-800-239-4695 E-mail: publicworks@lanarkhighlands.ca	
CONTRACT NUMBER: PW-2024-05	CLOSING TIME/DATE: 3:00PM May 2, 2024
YOUR COMPANY’S NAME AND ADDRESS: 	



Use the above label for your envelope when you submit your Tender Document.

THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART “D” – FORM OF TENDER

AODA DECLARATION – FORM 6

[COMPANY LETTERHEAD]

To: The Corporation of the Township of Lanark Highlands

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]

**THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART “D” – FORM OF TENDER**

**TOWNSHIP OF LANARK HIGHLANDS
CONTRACT PW 2024-05
ROADWAY SURFACE TREATMENT**

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

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.

**THE CORPORATION OF
THE TOWNSHIP OF LANARK HIGHLANDS
HMA TENDER
PART "D" – FORM OF TENDER**

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 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.