



TOWNSHIP OF LANARK HIGHLANDS

TENDER PW 2020-17

SCREENED SAND - WINTER ROAD MAINTENANCE MATERIAL

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, Acting Public Works Superintendent

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/Deputy CAO at the address indicated above.

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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 **2:00 PM June 24th, 2020** for Screened Sand - Winter Maintenance Material. Tender opening at **2:15 PM June 24th 2020**.

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 their address and telephone number.

3. **Tender Deposits**

A certified cheque made payable to the Corporation of the Township of Lanark Highlands for an amount equaling ten per cent (10%) of the total cost of the work should be submitted with this tender.

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.

4. **Right to Accept or Reject Tenders**

The owner 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.

The Township **may accept the lowest bid at any location** individually in Schedule C regardless of bidders total bid. Bidders are not eligible for losses or damages due to the Townships selection of bids at separate locations. Contracts will be awarded individually per location.

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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 owner.

6. **Ability and Experience of Bidder**

The owner reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute 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 prior to the 15th of the following month.

Final release of the 10% holdback will be made after 45 days from the date of acceptance. 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 owner will not be liable to the Board for future payments in connection with this Contract.

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9. **Completion Date and Liquidated Damages**

This contract shall be completed as stated on Part "C" 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 THREE HUNDRED DOLLARS (\$300.00) per day for liquidated damages for each and every calendar days' delay in finishing the work, except Saturdays, Sundays and Statutory Holidays.

10. **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.

11. **Taxes**

Ontario Taxes

All Ontario taxes will be included where applicable to municipalities. It should be noted that the Statutory Declaration requires the Contractor to indicate the amount of Ontario Tax remitted directly by the Contractor to the Province.

Harmonized Sales Tax

H.S.T. will be paid in addition to the prices bid on the portion of the contract that is applicable.

12. **Starting Time**

The Contractor must notify the Township a minimum of 48 hours prior to commencing work.

13. **General Conditions**

The General Conditions of this Contract will be the OPS General Conditions of Contract dated August 1990.

14. **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.

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15. **Supply of Materials**

The Contractor shall be responsible for supplying all materials required to complete the work in accordance with the specifications. The source of supply and quality of materials supplied by the Contractor must be approved by the Township prior to their use on the Contract.

16. **Haul Roads**

Section 212.07.05 of OPSS Form 200 shall be amended by the addition of the following paragraph:

"No payment shall be made for materials placed and work performed in accordance with the requirement of this section."

17. **Safety**

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

18. **Execute Contract**

Tenders shall be open for acceptance for a period of 30 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 owner 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 owner may then award the contract to one of the other bidders or take such other action as he chooses.

Award of Contract

19. Lowest or any tender not necessarily accepted.

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PART "B" - SPECIFICATIONS

1. The latest revised Ontario Provincial Standard Specifications shall be the governing specifications for this work. The Contractor shall supply a sieve analysis upon request to insure compliance with OPSS 1004.5.05 spec.

Only materials conforming to the Ministry of Transportation Specifications and approved by the Township shall be used in the work. The Township retains the right to specify acceptable pits and to decide which section of a pit to be used. The Township will make no allowance, whatsoever, for extra charges incurred by the Contractor in the purchasing of the materials. The Contractor must check out all possible materials when bidding.

2. Materials shall be delivered to the Township garages. The Contractor will supply the stacker required to fill the Township domes.

3. The Contractor shall provide the initial delivery no sooner than September 31st, 2020, and no later than July 31st, 2021.

BASIS OF PAYMENT, WEIGHING OF MATERIALS

The Township will pay on tonnage measurement delivered to the job site.

The Township will supply a weigh man at the scale if automatic scales are not available and a checker at the site of delivery. The Contractor shall at his own expense, be responsible for supplying and installing approved scales at, or convenient to, each gravel pit or quarry from which the material is to be used and for insuring that the scales are approved before commencement of weighing operations. The weighing of materials shall be as per Form 502, Ontario Provincial Standard Specifications, Metric scales would be desirable, however, if necessary, scales weighing in Imperial Units will be acceptable.

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PART "C" - FORM OF TENDER

I/We hereby agree to supply and place the required Screened Sand in accordance with Parts A, B, C of this Tender for the following prices.

| Delivery Location | Spec. No. | Item Description | Unit | Est. Qty. | Unit Price | Total |
|--------------------------|------------------|---|-------------|------------------|-------------------|--------------|
| Middleville | 1004 05.05. | Screened Sand Placed with Stacker Only | Tonne | 4,000 | \$ _____ | \$ _____ |
| McDonalds Corners | 1004 05.05. | Screened Sand Placed with Stacker or Loader | Tonne | 2,000 | \$ _____ | \$ _____ |
| Joes Lake | 1004 05.05 | Screened Sand Placed with Stacker or Loader | Tonne | 600 | \$ _____ | \$ _____ |
| Tatlock | 1004 05.05 | Screened Sand Placed with Stacker or Loader | Tonne | 600 | \$ _____ | \$ _____ |

Notes: HST will be paid in addition to the above on the applicable portion of this tender.
 Contracts will be awarded per Individual Delivery Location.

COMMENCEMENT DATE FOR THIS CONTRACT NO EARLIER THAN September 31st, 2020.

COMPLETION DATE FOR THIS CONTRACT NO LATER THAN July 31st, 2021.

Signature of Company

(Company Seal)
 or

Printed Name & Title

Signature of Witness

Printed Name

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AGREEMENT

This Agreement made in duplicate this _____ day of _____, 2020.

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 though all the stipulations hereof have been embodied herein.

Description of the Works: **Supply of Screened Sand – Winter Road Maintenance Material as per TENDER PW 2020-17.**

Contract PW 2020-17, Agreement continued

The Contractor further agrees that they 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.

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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* _____, 2020.