



TOWNSHIP OF LANARK HIGHLANDS

TENDER PW 2021-03

TENDER FOR ROADSIDE BRUSHING

Name of Firm or Individual

Address

Telephone and Fax Number

Email Address

Name of Person Signing for Firm

Position of Person Signing for Firm

TENDERS RECEIVED BY:

Chad Kean, Manager of Public Works

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

publicworks@lanarkhighlands.ca

Telephone: (613) 259-2398 Ext. 239

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

PART "A" - GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS

1. Tenders

Sealed Tenders clearly marked as to contents will be received by the Public Works Manager of the Township of Lanark Highlands **until 4:00pm on July 29, 2021 for “PW 2021-03 Roadside Brushing”**.

2. Tender Form

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

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

3. Tender Deposits

Each tender must be accompanied by a certified cheque in the amount of \$7,000, payable to the Township of Lanark Highlands.

The tender deposit of the bidder who's tender is accepted shall be forfeited by them should they 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 them. 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.

4. Tender Results

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

5. Right to Accept or Reject Tenders

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

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

6. **Unacceptable Tenders**

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

7. **Ability and Experience of Bidder**

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

8. **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.

9. **Payments**

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

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

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

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

10. **Completion Date and Liquidated Damages**

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

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

11. **Movement of Traffic**

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

12. **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.

13. **Taxes**

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

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

The Contractor must notify the Township a minimum of 3 business days prior to commencing work.

The Contractor is to provide a schedule of the planned work once the agreement is executed.

15. **General Conditions**

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

16. **Insurance**

The Contractor must provide The Township of Lanark Highlands, with a copy of a "Certificate of Liability Insurance" prior to commencement of the work.

The General Liability Insurance minimum will be two million dollars (\$2,000,000.00) with The Township of Lanark Highlands named as additional insured in respect to Roadside Brushing.

The Bidder acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless 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 Bidder, its agents or employees of the materials and/or performing of the services covered by this Tender.

17. **Supply of Equipment**

The Contractor shall be responsible for supplying all equipment required to complete the work in accordance with the specifications.

18. **Safety**

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

The Contractor assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation. The Contractor will be deemed to be the "Constructor" for the duration of this Contract.

Accordingly, the Contractor shall provide the following prior to commencement of work:

- (a) Copy of the applicable WSIB Certificate of Clearance.

19. **Execute Contract**

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

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

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

20. **Declaration of Bidder**

The Bidder declares that:

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

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

Submit tender and applicable documents:

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

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

PART "B" GENERAL CONDITIONS OF THE WORK

1. Work is to be completed by October 15, 2021. Any variation is to be approved by the Manager of Public Works.
2. Roads are to be brushed "fence to fence", within the Township's road allowance – or as otherwise directed by the Manager of Public Works or his/her designate.
3. **The Township has the right to choose to brush any of the roads or road sections detailed in Part C**, and to remove any sections or roads to stay within the allotted yearly brushing budget. The Township is not obliged to complete all of the brushing as identified in Part C.
4. The Township has the right to use only the hourly rate as stated and submitted and choose to brush any road in the Township, in lieu of the unit rate / subtotal amounts submitted.
5. The objective is to brush / cut Municipal Road allowances of all brush, shrubs, small trees, and overhanging tree canopy that addresses improvements such as Site Lines, Overhead Clearances for Emergency Vehicles, Roadside Clearances for Road Maintenance Equipment, Snow Storage Areas, and Winter Driving Surfaces.
6. Any damage to fences, mailboxes, signage, guiderails, etc., will be the responsibility of the Contractor to repair, to the satisfaction of the Township.
7. Wood chip debris created from brushing can travel significant distances. Road surfaces shall be left as clean as possible from all the wood chips and debris, to the satisfaction of the Township.
8. The successful contractor shall erect warning signs at each end of the applicable roadway(s) during brushing operations.
9. Work to be completed with a four-wheel drive rubber tired equipment with a minimum reach of 8 meters on hard surface roads. Work may be completed with tracked equipment for gravel roads – with a minimum reach of 8 meters.

PART "C" – FORM OF TENDER

I/We hereby agree to provide roadside brushing in accordance with the provisions set out in Parts "A" and "B" of this Tender, for the firm price of:

ITEM	ROAD	SECTION	APPROX. LENGTH	UNIT	UNIT PRICE	SUBTOTAL
1	2 nd Con North Sherbrook (South-East of Cty Rd 12) East	Complete	3.40	Km	\$_____	\$_____
3	Ashby Road	From Sheridan Rapids Road for 3.16 km	3.16	Km	\$_____	\$_____
4	Lavant Mill Road	Cty Rd 12 to High Falls – Hard Surface	2.30	Km	\$_____	\$_____
5	Eldreds Road	Complete	1.24	Km	\$_____	\$_____
6	Robertsville Road	4th Con N. Sherbrook for 0.96 km	0.96	Km	\$_____	\$_____
8	Balfour Lane	Complete	0.40	Km	\$_____	\$_____
9	Highland Line	12th Con D Dalhousie to PIN 1001	1.20	Km	\$_____	\$_____
10	Rodgers Road	Complete	1.85	Km	\$_____	\$_____
11	6th Con A Lanark	Complete	1.98	km	\$_____	\$_____
12	6th Con C Lanark	Complete	2.75	Km	\$_____	\$_____
13	6th Con D Lanark	Complete	0.52	Km	\$_____	\$_____
14	8th Con A Lanark	Complete	1.25	Km	\$_____	\$_____
15	Phelans Road	Complete	1.32	Km	\$_____	\$_____
16	Giles Road	Complete	1.08	Km	\$_____	\$_____
17	1 st Con Lavant	Complete	0.31	Km	\$_____	\$_____
18	12 Con Dalhousie	Complete	2.40	Km	\$_____	\$_____
20	Snye Road	Intermittent – Hard Surface			Hourly Rate	NA
21	White Lake areas	Intermittent			Hourly Rate	NA
21	3 rd Line Dalhousie	intermittent - Hard Surface			Hourly Rate	NA
22	Galbraith Road	intermittent - Hard Surface			Hourly Rate	NA

Sub Total \$_____

HST \$_____

Type of Equipment for Hard Surface:

Type of Equipment for Gravel Surfaces:

Additionally, I agree to provide brushing services at any location in the Township as directed for a cost of _____/Hr.

I, _____ understand that the Township may choose to brush any section (meaning not the entire list) of road in the table above AND/OR use the hourly rate to complete brushing at any location within the Township. Furthermore that I will work with the Township to ensure that the work completed stays within the 2021 brushing budget. I also understand that the low bidder shall have the lowest overall bid as seen in the table above as "Total", noting that the Township is not obligated to accept the lowest bidder.

I, _____,

Of _____,

Hereby agree to provide adequate clearing and brushing in accordance with the roads outlined in this tender for the following prices. All work is to begin TBD and finish no later than TBD.

Witness

Signature

Date

Name of Company

Address

Telephone