



SUPPLY AND PLACEMENT OF GRANULAR “M” or “A” ON VARIOUS ROADS

Tender No. PW-2017-11

Please submit complete proposal, in a sealed envelope quoting above tender number and closing date; and forward to:

Public Works Manager
The Corporation of the Township of Central Frontenac
P.O. Box 89
1084 Elizabeth St.
Sharbot Lake, Ontario
K0H 2P0

Closing Date: 1:00 pm local time Friday May 5, 2017

Tenders will be opened and read in public at approximately 1:05 pm local time May 5, 2017 at the Municipal building 1084 Elizabeth Street, Sharbot Lake, Ontario.

Contact:

Brad Thake
Public Works Manager
Office (613) 279-2935 Ext 223
Fax (613) 279-2422
bthake@centralfrontenac.com

TENDER FOR CONTRACT NO. PW 2017-11

The Contractor hereby certifies that they have carefully examined the tender requirements, contract specifications and general special provisions attached to his tender and has carefully examined the site and location of the work to be done under this contract, and the Contractor understands and accepts the said tender requirements, contract specifications and general special provisions and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the tender requirements, contract specifications and general special provisions attached to or referenced to in this tender.

Attached to this tender is a certified cheque or bid bond in the amount specified in the “Tendering Requirements”, made payable to the municipality. The proceeds of this cheque or bid bond shall, upon acceptance of the tender and execution of the contract shall be returned to the successful bidder.

Tenders shall be open for acceptance for a period of 60 days after the closing date. After this time, the tender may only be accepted with the consent of the successful bidder.

Notification of Acceptance of the tender will be given in writing to the successful Contractor at the address contained in the tender. Therefore, no agreement for or other separate document will be required. A Purchase Order will be issued by the Township to the successful bidder.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the contract price.

The tenderer acknowledges Addenda Nos. to * attached hereto as part of this Tender

* **The bidder will insert the numbers of the Addenda received during the tendering period and taken into account in this Tender.**

TENDERING REQUIREMENTS

TENDER COMPLETION AND SUBMISSION REQUIREMENTS

- a) The correct Tender Form as supplied herein, must be used and must be delivered in a sealed envelope to:

Township of Central Frontenac
1084 Elizabeth Street
P.O. Box 89
Sharbot Lake, Ontario
K0H 2P0

Bids must be received at the front desk of the Municipal building at the above address before: 1:00 p.m. Local Time Friday May 5, 2017

Bids received after closing time will not be considered.

- a) The entire work is to be awarded to one (1) Contractor and therefore ALL ITEMS must be bid on the Tender Form.
- b) When so required by the Township, the Contractor shall produce evidence as to his qualifications and previous experience in the types of work contemplated by this Contract.
- c) All unit prices must be clearly indicated. The person signing on behalf of the Contractor must initial erasures, overwriting, or strike-outs.
- d) In the event of a discrepancy between the unit price submitted and the extension utilized in the calculation of the total for any item, then the unit price shall govern.
- e) The total bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Form provided by the Township. Adjustments by fax, telegram or letter to a tender already submitted will not be considered. A bidder desiring to make adjustments to a tender must withdraw the tender and/or supersede it with a later submission.
- f) For an interpretation of the tendering requirements, the Township of Central Frontenac Purchasing Policy, shall govern.
- g) The Tender Envelope must be clearly marked as to the fact it is a Tender and is for Contract 2017-11.
- h) Each amount in the Tender shall be a reasonable price for each item. The Township Engineer shall be the sole judge of such matters and should any Tender be considered to be unbalanced it may be rejected or additional clarification may be requested prior to acceptance or rejection.

Tender Deposit

- a) A certified cheque or bid bond made payable to the municipality in the amount of 5% of the total tender must be submitted with the tender. The cheques of the two low bidders will be retained until acceptance of the tender by the municipality and execution of a contract. The cheques of all other bidders will be returned within 7 days of tender opening.
- b) Tenders not accompanied by a certified cheque or bid bond will not be considered.
- c) The Owner shall not pay interest on Tender deposits.

Bonding Requirements

- a) The successful bidder will file with the municipality a 50% performance bond, and a 50% labour and materials bond signed and sealed by a recognized bonding company, in the amount of 100% of the total tender value.
- b) Upon receipt of such bonds, the tender deposit will be returned to the contractor.
- c) The surety of the successful Tenderer and the bonds referred to shall be to the satisfaction of the Treasurer.

Tender Acceptance

Tenders may be rejected for any of the following reasons:

- (a) Bids received after the closing date.
- (b) Bids received on other than the tender form supplied.
- (c) Bids not completed in ink or by typewriter.
- (d) All items not bid (except where tender form clearly stated that award may be made for individual items).
- (e) Qualified or conditional bids.
- (f) Bids not properly signed and sealed as required.
- (g) Failure to provide bid securities as required.
- (h) Addenda not acknowledged.

Irregular Tenders

The Owner shall be the sole judge of whether or not a Tender is irregular.

Unbalanced Tenders

The Tenderer shall not submit an unbalanced Tender.

The Owner shall have the right to:

- a) deem a Tender to be unbalanced; and
- b) reject a Tender which it deems to be unbalanced.

Collusion

The Tenderer shall not engage in collusion of any sort and, in particular, shall:

- a) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender;
- b) prepare its Tender without any knowledge of, comparison of figures with, or arrangement with, any other person or firm preparing a Tender for the same work.

Right to Accept or Reject Tenders

Notwithstanding any other provision in this Contract, the Owner shall have the right to:

- a) accept any Tender;
- b) reject any Tender; and
- c) reject all Tenders.

Without limiting the generality of the above Section the Owner shall have the right to:

- a) accept any irregular Tender;
- b) accept a Tender which is not the lowest Tender; and
- c) reject a Tender even if it is the only Tender received by the Owner.

Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

Contract Documents

The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda issued by the Owner pertaining to this Contract.

Irrevocability of Offer

The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.

If the Tenderer revokes its offer prior to the expiration of sixty (60) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the Owner from pursuing any other legal remedy which it may have.

Insurance

The successful Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage and automobile liability insurance acceptable to the municipality providing insurance coverage in respect to any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of, one or more persons and loss or damage to property. Such policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy(s) or certificates thereof to the municipality before the work is started.

The successful Tenderer shall provide the Owner with an original Certificate of Insurance for each type of insurance required by Section GC6.03 of the OPSS.MUNI 100, OPS General Conditions of Contract.

The Contractor shall carry insurance, pursuant to Section GC6.03 of the OPSS. Muni 100, OPS General Conditions in the amount of at least: TWO MILLION DOLLARS (\$2,000,000.00)

The Contractor shall carry insurance, pursuant to Sections GC6.03 of the OPS General Conditions which names the following as additional named insured: The Corporation of the Township of Central Frontenac.

Bid Withdrawal

Bidders will be allowed to withdraw their bids by written notice up to the official closing time of the tender.

Award of Contract

The Township reserves the right to award a contract, based on any option and the lowest or any tender may not necessarily be accepted.

Inquiries During Tendering

Bidders finding discrepancies, errors or omissions in the Contract Documents, or having doubt as to the meaning or intent thereof, shall at once notify the Engineer who shall if necessary, send written instructions or explanations to all prospective bidders.

Questions arising during the tendering period shall be directed to:

Brad Thake
Public Works Manager
Telephone: 613-279-2935 Ext. 223/Cell- 613-449-9646
Fax: 613-279-2422

No oral explanation or interpretation by any person shall modify any of the Contract Documents.

Addenda

The Tenderer shall ensure that its name and address for receipt of addenda are included on the Owner's list of firms to whom addenda to this Contract, if any, are to be sent. Inclusion on the Owner's list does not absolve the Tenderer of its responsibilities set out in the "Contract Documents" Section of this Tender.

The Tenderer shall ensure that all addenda are acknowledged.

WSIB Certificate of Clearance

The successful Tenderer shall provide the Owner with a valid Workers' Compensation Board Certificate of Clearance to the satisfaction of the Treasurer.

The WSIB certificate shall indicate that they are in good standing with

WSIB. Safety

By submission of this tender the contractor acknowledges that all work is to be undertaken with the successful bidder being the sole contractor in accordance with the requirements of the Ministry of Labour, the Occupational Health and Safety Act, and that traffic control and signing will be in accordance with the Ontario Traffic Manual.

Compliance with Acts and Regulations

The Contractor shall abide, if applicable, by the requirements of the Industrial Standards Act, the Employment Standards Act and any other Acts or By-laws which are relative to the performance of the work.

Subcontractors

The contractor is required to complete the list of subcontractors contained herein as part of the tender submission.

The Township encourages the use of local contractors where at all possible.

Commencement of the Work

The successful Tenderer shall not commence the Work until it has received a Commence Work Order issued by the Owner.

Time for Completion

The Tenderer hereby acknowledges that time shall be deemed to be the essence of the Contract.

Pre-Tender Site Meeting

A Pre-Tender Site Meeting can be arranged by contacting Brad Thake, Public Works, at (613) 279-2935 Ext 223.

Tenderer's Declarations

The Tenderer declares that it has obtained and read the Contract Documents.

The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

Without limiting the generality of the above the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of tendering.

The Tenderer declares that all information which it has provided or will provide to the Owner is true.

NOTE:

Award of this Tender is pending budget approval and the quantities may increase or decrease depending on the final budget as approved by Council.

TENDER PW 2017-11 TOWNSHIP OF CENTRAL FRONTENAC

TENDER PW 2017-11 – TOWNSHIP OF CENTRAL FRONTENAC
 TENDER FOR CONTRACT NO. 2015-18
 SCHEDULE OF UNIT PRICES

ROAD	ESTIMATED QUANTITY	UNIT PRICE	SUB-TOTAL
Name	Tonne	Per Tonne	
Second Lake Road	2560		
Wilkinson Road	2057		
Ducharme Road	3383		
Fourth Lake Road	3703		
Cox Road	960		
Brock Road	457		
Elm Tree Road	3474		
Kennebec Road	1463		
North Road	2103		
Veley Road	823		
		Total (excluding HST) ** Insert on Page 12	

OPSS - Ontario Provincial Standard Specifications, SP: Special Provisions

Contract Specifications

Ontario Provincial Standard Specifications (OPSS) and Standard Drawings (OPSD) current at the time of tendering will be applicable to the Items under this contract.

1. General

The following Ontario Provincial Standard Specifications (OPSS) apply to and form part of this Contract:

OPSS: 1010

The text of all OPSS's is contained in the manual "Ontario Provincial Standard Specifications". Reference in the Contract Documents to any OPSS's not listed above shall automatically include the specification as part of the Contract.

The following Ontario Provincial Standard Drawings (OPSD) apply to and form part of this Contract: N/A

The text of all OPSD's is contained in the manual "Ontario Provincial Standard Drawings". Reference in the Contract Documents to any OPSD's not listed above shall automatically include the specification as part of the Contract.

2. General Conditions of Contract

The following Ontario Provincial Standard Specification (OPSS) is not bound within the Contract Documents. This specification is found in and references should be made to the Ontario Standard Specification Manual:

OPS General Conditions of Contract
(September 1999)

NOTE: The text for the noted specifications and standard drawings in 1 and 2 above can be obtained from the MTO Library website at:
www.mto.gov.on.ca/english/transrd

3. Contract Drawings

There are no Contract drawings for this project.

As required under the Tendering Requirements, the following list of Sub-contractors that will be carrying out portions of this Contract.

Name of Sub-contractor	Address	Work Description for Sub-contractor

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The Contractor, by this tender, offers to complete this Contract in accordance with the terms and conditions contained herein.

TOTAL TENDER PRICE EXCLUDING TAXES: _____

I/We, the contractor, promise to complete the work as stated in this contract.

BY _____

Name of Firm or Individual (Hereafter referred to as "The Contractor")

Address

Name of Person Signing (Print)

Signature

Office Person Signing for Firm

Telephone #

Facsimile #

Dated at _____ this _____ day of _____, 2017

Corporate Seal and / or Witness _____

NOTE: If the Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof. The said officer or agent shall subscribe his own name and office and affix the seal of the Corporation thereto.

If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.

If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the Signature shall be witnessed.

This is the 12th and last page of the Tender Form to be submitted.

GENERAL SPECIAL PROVISIONS

Completion of Contract

The successful Tenderer hereby acknowledges that time shall be deemed to be the essence of the Contract.

The completion date of the contract will be no later than June 8, 2017. The Contractor shall provide the Township with 2 working day notice of work commencing.

Liquidated Damages

Liquidated damages of \$ 500.00 per calendar day will be charged for late completion, unless delays are approved in writing by the Township.

Granular and Aggregate Supply

The contractor would be required to supply, haul, and spread the Granular at all locations as required.

Engineer

Engineer means the Council of the Municipality or the Public Works Manager or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Engineer, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Public Works Manager and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Manager.

Loading of Motor Vehicles

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

Contractor Supplied Materials OPSS 1010 (gradation)

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The Engineer reserves the right to review, sample and test, the quality of the material supplied at any time through-out the contract.

NOTE: The Contractor shall, at their expense, have gradation test results available from a certified lab for all aggregates sources to be used in the Contract prior to any placement of aggregates. All test data forms shall be legible and up to date.

The Contractor shall insure that segregation does not occur during the loading process of materials at stock piles.

The Engineer shall have the authority to stop all work and or reject any segregated materials that may have been placed on any segments in this contract. The Contractor at the direction of the Engineer may be directed to remove or cover any segregated areas with properly mixed materials at no additional expense to the Township.

Limitation of Operations

Monday – Thursday 0700-1730. Fridays, Saturdays and other times outside given parameters can be worked if agreed upon by both parties

No work shall be carried out on Sundays and Statutory Holidays

The Contractor's Construction operations and working hours shall satisfy the requirements of the Township of Central Frontenac Noise By-Law.

In order to reduce noise impacts to the local environment during construction, heavy equipment should only be operated between 7:00 a.m. and 7:00 p.m. in urban areas.

Noise abatement equipment, in good working order, should be used on all heavy machinery used on the project. The Contractor's equipment should meet applicable standards and guidelines for noise and air emissions.

Last load of each working day delivered to current job site not later than 1700hrs or later if both parties agree upon said time/schedule.

Provision of Traffic - Opening and Closing to Traffic

The Contractor shall be permitted to close one lane of traffic during working hours.

The road must be opened to two (2) lanes of traffic at the end of each working day, there will be no work permitted on Sunday or holidays.

The road must be open to two (2) lanes of traffic by noon Friday of any long weekend and remain open throughout the weekend.

The Contractor shall maintain access for residents at all times during construction. All property entrances are to be maintained at all times and free of windrows.

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The Contractor will not be permitted to close the road within the Contract Limits during the construction period.

- a) The Contractor shall not at any time block residential, pedestrian and vehicular access other than in the immediate area of the construction activities unless approved by the Engineer and sufficient notification given to residents by the Contractor.
- b) Traffic control shall be provided in general accordance with the latest edition of the Ontario Traffic Manual.
- c) Traffic controls shall be operational before any work affecting traffic begins.

Traffic Control Signing

- a) All traffic control and signage shall be provided by the Township.
- b) All traffic control will be according to book seven of the Ontario Traffic Manual.

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Utilities

- a) The Contractor is advised that there are **Overhead Wires** within the contract limits and the Contractor will be required to work within the limits of these overhead wires. Any damage that occurs shall be repaired at the Contractor's own expense.
- b) The Contractor shall contact the utility companies to establish the exact location, type and configuration of utilities. The Contractor shall exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.
- c) The Contractor shall be responsible for any unauthorized disruptions of service and any damage to utilities arising out of his work. The cost of protective measures, together with the cost of restoring the lines to their original state and location, will be at the expense of the Contractor, and will be billed to him by the utility company.
- d) The Contractor shall contact the utility companies to confirm the exact location, type and configuration of utilities. The Contractor shall exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.
- e) The Contractor must satisfy himself of the locations of all such services and items of public and private property which may be disturbed by his work, and the cost of locating, protecting and temporarily supporting such facilities shall be included in the unit prices tendered. There shall be no extra payment to the Contractor for this work.
- f) There may be services above the sub-grade. When this occurs the Contractor is required to work around the affected service until the proper authority relocates the service. No extra payment is to be made for any delays caused by utility relocations.
- g) When any utility company requires a supervisor to be on site to observe work being performed near their respective utility, the Contractor shall be responsible to schedule the proper authority and any costs associated shall be paid to the utility by the Contractor. These costs should be included in the unit prices bid for the applicable tender items.
- h) Before final Acceptance of contract by the Engineer the contractor shall insure that all rd. signs, mail boxes and civic addresses that may have been moved or damaged due to or by the contract related activities during the contract are reinstated. Also that there is no **windrows, ruts or garbage left on site or in driveways due to contract operations**. Payment may be withheld until the contractor or sub-contractors rectify any of the above issues

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Granular “M” OPSS 1010 (gradation)

Granular “A” OPSS 1010 (gradation)

The Contractor shall supply granular “M” or “A” and be placed at a depth of not less than 50 millimeters (2 inches) through-out the contract.

This item will be paid by tonnes placed and calculated using electronically printed weigh tickets.

The Contractor shall fax a summary sheet on a daily basis outlining the tonnage of materials that was supplied and placed on the proceeding day.

This item includes: Loading, Hauling and Placing of the supplied material as required for the Contract.

Trucking and Spreading

The Contractor shall supply a sufficient number of trucks to ensure that the aggregate is hauled and placed in a timely fashion.

The Contractor shall demonstrate that they have the capacity to place a minimum of 800 tonne in a 10hr day during the contract and maintain that level unless otherwise approved by the Engineer.

Weather Conditions

The Contractor shall not place any material if weather conditions inhibit proper grading and or compaction of the materials being placed. If weather becomes a factor the Contractor may have to suspend operations until conditions warrant continuing the operation.