



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

CONTRACT NO: 2022-05

TENDER TO PAVE 275M TAIT'S ISLAND RD

Tender Closing Date and Time:

Thursday April 14th, 2022 at 1:00 pm local time

Tender Opening Date, Time, Location

Thursday April 14th, 2022 at 1:00 pm local time

Township of McKellar, Municipal office at

701 Hwy 124, McKellar ON

Contact Person:

Greg Gostick, Director of Operations

Township of McKellar

701 Hwy 124, P.O. Box 69,

McKellar ON P0G 1C0

Phone: Shop 705-389-2891

Phone: Office 705-389-2842

Facsimile: 705-389-1244

(LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED)

INFORMATION TO TENDERERS

1. Delivery and opening of Tenders

Tenderer's name, address telephone number and fax number shall be recorded on the "Request for Tender Obtained Register" and contract documents and plans (where applicable) will be issued thereafter. All Tenderers must obtain contract documents and be listed on the "Request for Tender Obtained Register".

Tenders, sealed in an envelope and CLEARLY marked with the project/contract title, the project/contract number and Tenderer's name, will be received by the Township of McKellar, at 701 Hwy 124, P.O. Box 69, McKellar, ON, P0G 1C0. On the closing day, commencing at 1:00 pm local time, the envelopes will be opened and the tenders will be read and recorded publicly at the above mentioned address. Tenders will then be checked and analyzed.

2. Disqualification of Tenders

Under no circumstance will tenders be considered which:

- a) Are received after 1:00 pm local time on the advertised closing date for tenders.
- b) Are not accompanied by a bid deposit (**if applicable**) in the form of a certified cheque, original bid bond, money order or bank draft, in the amount specified
- c) Are sent by fax
- d) Are not accompanied by a properly executed Agreement to Bond (**if applicable**).

3. Withdrawal or Qualifying of Tenders

A Tenderer who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Tenderer for this contract. A Tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to the Township of McKellar, 701 Hwy 124, P.O. Box 69, McKellar, ON P0G 1C0. Such a submission must be received in sufficient time to be marked before 1:00 pm local time on the date for closing of tenders. The Tenderer shall show his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

4. Informal or Unbalanced Tenders

All entries in the "Form of Tender" shall be made in ink, by typewriter or by printer. Un-initialed entries or changes made in pencil shall be deemed invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the Tenderer's signing officer), or irregularities of any kind shall be rejected. The Township reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the Township because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Township may be rejected. Wherever in a tender the

amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township.

If a Tenderer has omitted to enter a price for an item of work set out in the “Form of Tender” he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the “Form of Tender: for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

5. Examination of Site

Each Tenderer should visit the site of the work before submitting his/her tender and must satisfy himself /herself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property and any other property, and before commencing the said investigations notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of an access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Township shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6. Tender

Each tender shall include the “Information to Tenderers” and a completed “form of Tender” together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

7. Omissions, Discrepancies and Interpretations

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the Director of Operations, preferably in writing and not later than four days before the closing date for tenders. If the Director of Operations considers that a correction, explanation or interpretations is necessary or desirable, he/she will issue an Addendum. No oral examination or interpretation shall modify any of the requirements of provisions of the tender documents.

The Tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township of any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the locations, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Township, except information specifically excluded from this sub-section.

8. Amounts are Estimated

The amounts of the areas described in the “Form of Tender” are estimates only and are for the sole purpose of establishing a dollar amount/cost.

9. Right to Accept or Reject Tenders

The Township shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any tender or be reason of any delay in the acceptance of a contract being prepared and executed. The Township reserves the right to reject any or all tenders and waive formalities, as the interests of the Township may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

10. Agreement and Contract Execution

If the successful Tenderer fails to provide the Township, within the ten day period, the executed agreement, together with requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the township may deem advisable.

11. Proof of Ability and Sub-Contractors

In order to aid the Township in determining the responsibility of each Tenderer, the Tenderer shall complete the following statements sheets, which are attached herein:

Statement “A” stating the Tenderer’s experience in similar work which he/she has successfully completed.

Statement “B” stating the work and equipment the Tenderer proposes to use to perform the work

Statement “C” giving a list of any sub-contractor who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible.

12. List of Sub-Contractors

The Tenderer agrees to submit a list of any subcontractors (Statement “C”) who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Township has the right to reject any of the sub-contractors so named. In this event, the Tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Township. Only one name shall be shown for each sub-trade. The Tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the Public Works Superintendent. Should the Tenderer cease operation, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Tenderer is present on the site at all times. The Tenderer shall notify the Director of Operations in writing of the names and positions of the person, or persons so representing the Tenderer.

13. Workplace Safety and Insurance Board (WSIB) and Harmonized Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace

Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Boards have been paid. The selected Tenderer shall submit such statutory declaration or clearance letter to the Township in duplicate together with the Agreement executed by the said Tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Harmonized Sales Tax requirements, so that is able to do business in Ontario.

14. Occupational Health and Safety

For the purposes of the Occupation Health and Safety Act, the successful Tenderer is considered to be the “constructor” as defined in the Act. It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by the Act and the regulations are carried out on the project:
- b) THAT every employer and every worker performing work on the project complies with the Act and regulations: and
- c) THAT the health and safety of works on the project is protected.

15. Inquiries During Tendering

Tenderers are advised that inquiries regarding the tender documents shall be directed to **Greg Gostick, Director of Operations at 705-389-2891**

16. Insurance

General liability insurance in the amount of at least \$5,000,000.00 coverage for any one claim must be carried by the contractor. In addition, the Township shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of \$5,000,000.00 coverage in any one claim. The Tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy prior to signing of the contract by Township officials and provide coverage throughout the term of the contract in the amounts specified. The insurance policies shall comply with all requirements of the funding agencies herein attached.

17. Hold Harmless

The Contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecutions of the work, or any of his/her operations, cause by reason of the existence or location or conditions or works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Township of McKellar harmless, and indemnified for all such damages and claims for damage.

18. Additional Work

- a) All unforeseen and or additional work to be performed by the Contractor must be approved by the Public Works Superintendent (or his/her designate), prior to commencement of the work
- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

19. Security and Bonding Requirements (successful Bidder only)

The Contractor is required to provide a Performance and a Labour and Material Bond as follows, to guarantee his faithful performance of this contract and his fulfillment of all obligations in respect to maintenance and payment for Labour and Materials used on this work.

- a) Performance Bond in the amount of 100% of the contract priced where the contract price is greater than \$150,000.00
- b) A Labour and Materials bond in the amount of 50% of the contract price where the contract price is greater than \$150,000.00

Each Bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada. An agreement to Bond must be submitted with the tender bid (where applicable). Bonding company standard 'Agreement to Bond forms are acceptable. The Tenderer agrees that he/she will furnish the Bonds as required herein, in duplicate within then calendar days after the notification of award of the Contract by the Township. One copy of the said bonds shall be attached to each of the two executed sets of the contract.

* It is anticipated that the contract price will not exceed \$150,000.00 and therefore there will be no security and bonding requirements.

20. Method of Payment

Detailed invoices must be submitted in duplicate to:

Greg Gostick

Director of Operations

701 Hwy 124, P.O. Box 69

McKellar, ON P0G 1C0

21. Anticipated Start Date

The anticipated start date for this contract is to be negotiated with the Contractor and the Township. The successful bidder will be notified upon receipt of appropriate documentation exactly when the project will commence.

22. Completion Date

The Contractor shall complete the work within 7 working days of the start date and no later than September 17, 2022. If this time limit is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.

23. Fixed Completion Date and Charges

1. Time: Time shall be of the essence of this Contract
2. Progress of the Work and Time for Completion: The Contractor shall diligently prosecute the work on this contract in its entirety to completion by September 17, 2022.

Liquidated Damages: It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the dates of completion specified aforementioned, or as extended in accordance with subsection GC3.07, Extension of Contract Time, of OPS General Conditions of Contract, September 1999, a loss or damage will be sustained by the Owner. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree.

3. For each and every calendar day's delay in finishing the work beyond the dates of completion prescribed above. It is agreed that this amount is an estimate of the actual loss or damage to the Owner that will accrue during the period in excess of the prescribed dates of completion.

24. Bids

All tender parts must be bid and award will be based on the sum of all the parts.

FORM OF TENDER

The Tenderer has carefully examined the Provisions, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tenderer also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in the tender include full compensation 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 Provisions, Specifications and Conditions referred to in the said Tender Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required.

Notification of acceptance may be given and delivery of the “Form of Agreement” made by prepaid post, addressed to the Tenderer at the address contained in this Tender.

- 1) Project Description: Pave 275m of Tait’s Island Rd., placement of 1925 m2 of HL-4 to a thickness of 50mm.

Project location: Contact Director of Operations for exact area for placement.

Item No.	Spec No.	Description	Unit	Quantity	Unit price	Amount
1	310 1150 SP	Placement of 1925 m2 of HL-4 asphalt to a thickness of 50mm	Tonne	240		
SUBTOTAL					\$	
H.S.T					\$	
TOTAL TENDER PRICE					\$	

Offered on behalf of:

Contractor: _____

Address: _____

Telephone: _____ **Fax number:** _____

Authorized Signature: _____ **Seal:**

Name: _____

Witness: _____ **Date:** _____

FORM OF TENDER
STATEMENT “A”
TENDERER’S EXPERIENCE

As an integral part of this tender, the Tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she has successfully completed.

Year	Description of contract	For whom performed	Approximate value
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FORM OF TENDER
STATEMENT “B”
PROSPOSED WORK AND EQUIPMENT

As an integral part of this tender, the Tenderer shall provide below, a statement of the work and equipment he/she proposed to use for the work.

Work	Equipment
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FORM OF TENDER

STATEMENT “C”

List of Proposed Sub-Contractors

Section 11 and 12 of the Information to Tenderers” requires the Tenderer to list on this statement sheet the name of each proposed sub-contractor.

Sub-Trade	Proposed Sub-Contractors
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General conditions:

Ontario Provincial Standards, General Condition of Contract-September 1999

General Condition of Contract and the Ontario Provincial standard listed below apply to this Contract unless otherwise stated in the attached Tender documents. The particular version in effect at the time of the Contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial standard below.

Spec No.	Date	Spec. No	Date
127	April 2005	501	February 1996
128	June 2002	506	November 2001
180	January 1994	543	December 1990
310	November 2004	1001	November 2002
304	April 1999	1150	May 1994

Payment, Holdback and Completion:

- a) Monthly payment shall be paid for ninety percent (90%) of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The Municipality shall prepare the estimate.
- b) In addition to the normal ten percent (10%) hold back, additional hold back may be retained to cover any written liens submitted during the Contract.
- c) As soon as possible following the certification of completion of the contract, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any Subcontractors. The Contractor shall return the certified final estimate and Worker’s Compensation Board clearance within thirty (30) calendar days.
- d) Hold back not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is ‘complete’ (see construction lien Act.)

SPECIAL PROVISIONS

Intent of These Provisions

These Special Provisions, forming part of this Contract, are in addition to any specifications and modify the work or cover work not contained therein.

The Standard specifications, read in conjunction with the special Provisions, form the complete specification governing the work to be performed under this contract.

Contractor’s Schedule of Work

Prior to the commencement of work, the Contractor shall provide a completed “Schedule of work”. No work shall be carried out on Saturdays and Sundays.

Items #1, #2

Specifications

O.P.S.S. 301,1150

Execution

The contractor shall supply and place HL4 asphalt on the prepared road surface as described in “Form of Tender”. The asphalt shall be the width of the road surface and have a cross fall of 2%.

Quality Assurance Testing

The minimum frequency for sampling and testing is the responsibility of the Contractor, but shall be no less than the requirements specified in Table 6 O.P.S.S.310.

The contract administrator may additionally have independent pavement testing carried out by a qualified consultant.

Payment

The basis of payment shall be by the tonne.

All HMA that is delivered to the work site shall be accompanied by a truck weight ticket showing the truck number, type of hot mix, contract number, truck time in and out of the hot mix plant, tare mass to the nearest 50kg, gross mass to the nearest kg, net mass in kg and the driver’s signature.

The weight ticket shall be printed by an electronic printer interface with the truck scale readout and capable of recording the tare mass, gross mass, and net mass. The tare mass for the truck shall include the vehicle, operator, fuel, spare tire, etc. The tare mass of the truck shall be taken at least once per shift.

The contractor shall be responsible for ensuring that the truck weigh ticket or delivery ticket for each load is handed to the contract administrator/inspector inspecting the paving operation at the time the delivery truck unloads at the paving site. The contract administrator may not accept delivery tickets that are not submitted at the proper time or are submitted in groups after the delivery trucks have left the paving site.

Unsigned tickets cannot be accepted for payment.

The contractor shall permit the contract administrator to make random checks of the gross mass and tare mass of the trucks hauling HMA by requiring them to be driven over an independent certified scale.