



TENDER 2022-01 SURFACE TREATMENT

Sealed Tenders will be received by: Corporation of the Township of Strong
28 Municipal Lane, PO Box 1120
Sundridge, Ontario
P0A 1Z0
Attn: Dan Truchon, Treasurer

Tender Closing Date: May 5, 2022

Tender Closing Time: 10:00 a.m.

Tender Opening: May 6, 2022 at 2:15 p.m.

Tender Awarded: Regular Meeting of Council
May 10, 2022 at 5:30 p.m.

Tender for: Supply and place Double Surface Treatment

Location: Specified Township Roads.

Lowest or any tender not necessarily accepted.

BIDDER'S NAME: _____

I have read and agree with the contents.

Signature of Bidder

SURFACE TREATMENT

This shall include the preparation of existing road surface and application of Double Surface Treatment. This shall include the supply and application of HF 150S emulsion and type 2 micro sealing emulsion (OPSS 1103). Aggregates must be Class 2 for lower layer while utilizing a Class 2 Granite Aggregate for the top layer. The Contractor shall be responsible for determining application rates of both aggregate and emulsion and must provide the rates to the Township in writing prior to the start of work. The item shall be placed in accordance with OPSS 304. Measurement of Surface Treatment shall be in square metres (m²). Basis of payment at the contract price for this item shall be full compensation for all labour, equipment, fuel, and material required to produce the required product.

PRODUCT TESTING

The Contractor is responsible for inspecting, sampling, testing, and submitting written approval of all materials no less than three (3) weeks prior to commencement of the work. Upon test results, the Contractor shall determine if an anti-stripping agent is required in the emulsion. The Township shall be notified of this decision.

The Contractor shall supply two (2) new 4-litre sample cans for every 40,000 litres of emulsion supplied. The Township reserves the right to perform random testing of emulsion, Binder/Aggregate Compatibility Testing.

The Contractor shall perform compatibility testing and provide the results to the Road Superintendent or designate no later than 5 business days prior to the start of construction.

Work to be completed by **Friday October 7th, 2022**

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Public Works Superintendent or designate, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Public Works Superintendent or designate, 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 Superintendent or designate.

I have read and agree with the contents.

Initials of Bidder

SPILLS REPORTING

Spills or discharge 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 for with be reported to the Public Works Superintendent or designate. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

ADDITIONAL WORK (ROADS)

The Township may substitute and/or add another/additional Roads to the contract. The Contractor will maintain the unit prices for the additional roads with the same haul distances. If the haul distances can not be matched to the original haul distances, the costs of the additional haul distances will be negotiated by the Township and the Contractor.

GUARANTEE MAINTENANCE

The guaranteed maintenance period for the contract shall commence on the date of acceptance of the completed work and shall continue for a period of twelve (12) months. The Township will conduct an inspection with the Contractor before the expiry of the twelve (12) months maintenance warranty period. Any deficiencies found during this inspection, or at any time during the warranty period, shall be corrected by the Contractor at his/her expense within thirty (30) days after being notified by the Township.

I have read and agree with the contents.

Initials of Bidder

PROTECTION OF THE PUBLIC AND TRAFFIC

All traffic control procedures and devices shall conform to the requirements of the following references:

- The Ministry of Transportation-Traffic Control Manual for Roadway Operations
- The Ministry of Transportation-Ontario Traffic Manual
- Canadian Government Specification Standard 62-GP-11, as amended, Reflective Materials and Surfaces

The Contractor will be responsible for maintaining one lane of vehicular traffic. Barricades, warning signs, lights, and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Road Superintendent.

Materials and equipment shall not be stored within 4m of the travelled portion of the roadway. In addition, the Contractor shall, at his own expense, remove any equipment or material which the Road Superintendent constitutes a traffic hazard.

TRAFFIC PROTECTION PLAN AND MEASURES

The Contractor shall prepare detailed procedures for addressing the traffic protection requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/19 as amended by 143/99, 175/99 and 145/00 and they shall be provided to the Contractors' workers, the Township, and the Road Superintendent.

The procedures must include protection for the Road Superintendent and all Township personnel involved in surveying or inspection operations of the contract.

The Contractor shall have competent workers trained in the installation and removal procedures of roadside operations, as provided for in the Ontario Traffic Manual Publication-Book 7.

I have read and agree with the contents.

Initials of Bidder

TENDER PROCEDURES

1. All inquiries concerning the tender, prior to the tender closing, shall be directed to **Dan Truchon Treasurer 705-384-5819 ext. 215**
2. Those submitting tenders will be invited to the electronic and in-person opening session meeting by email.
3. Notification of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
4. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque, bank draft or bid bond, made payable to the Township of Strong, in the amount of 5% of the total tender must be submitted with the tender, for deposit purposes. The tender deposit cheques/documents of the unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder may be held for forty-five (45) days after the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least \$2,000,000 per incident in the name of the municipality. Failure to provide such a proof shall result in cancellation of the Contract and forfeiture of the bid deposit. Furthermore, the insurance must be in existence from the time specified earlier in the paragraph to the date the work is fully completed. Should there be a time where the contractor is found to not have valid insurance, the Township can disallow the work to occur and possibly file a legal claim for breach of contract.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

I have read and agree with the contents.

Initials of Bidder

TENDER REQUIREMENTS (continued)

4. The successful bidder is required to deliver proof of certification for Surface Miners Training, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.
5. The contractor agrees to complete the final grading prior to emulsion of surface treatment.
6. To avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides in addition to other matters that:

- A constructor shall ensure, on a project undertaken by the constructor that,
- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
 - ii. every employer and every worker performing work on the project complies with this Act and the regulations, and,
 - iii. the health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this tender, the Road Superintendent, or their designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

I have read and agree with the contents.

Initials of Bidder

FORCE MAJEURE CLAUSE

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract, which is occasioned by war, an act of terrorism, strike,

pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Owner. Thereafter, the Contractor shall submit to the Owner, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly or bi-weekly basis because of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the period that the Contractor cannot perform the Contract as a consequence of the force majeure event.

The Contractor shall, at the request of the Owner, provide documentary proof of the expenses incurred. The Owner shall further extend the time for the performance of the Contract for a period that is equivalent to the period of the force majeure event or longer as may be agreed upon between the Contractor and the Owner. The Owner shall pay the costs occasioned by the Contractor during this time of the non-performance on a weekly or bi-weekly basis as may be agreed upon between the Contractor and Owner. If a force majeure event results in a delay or non-performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give written notice to terminate this Contract with immediate effect without liability toward the other party provided that the Owner shall pay the Contractor all amounts due under the Contract, to the date of such termination.

I have read and agree with the contents,

Initials of Bidder

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter, or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid.
6. Tender must not be restricted or modified in any way.

The successful bidder has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment, and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a Certified Cheque, Bank Draft or Bid Bond, in the amount of 5% of the total tender, may be payable to the municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "agreement for the performance of the work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete all work by **Friday October 7th, 2022.**

I have read and agree with the contents.

Initials of Bidder

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment, and materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality and receipt of the Certification of Completion signed by the Contractor.

PAYMENT, HOLDBACK AND COMPLETION

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality along with receipt of the signed Certification of Completion.

PERFORMANCE EVALUATION

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years. If the contractor is unable to complete the work specified, then the municipality may charge the contractor the difference between their price and the second bidder.

ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

COMPLETION DATE

The Contractor shall complete all work by **Friday October 7th, 2022**.

If the time limit is not sufficient to permit completion by the Contractor working on a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the works. For the purpose of this tender "Normal Hours" are defined as 7:00 a.m. to 6:00 p.m. Monday to Friday.

If the work is not complete by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the municipality.

I have read and agree with the contents.

Initials of Bidder

CONTRACTORS EXPERIENCE, ABILITY, CAPITAL, AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

To aid the Township in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of Tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": Giving a list of the Bidder's senior supervisor staff to be employed on the contract with summary of the experience of each.

STATEMENT "A" – Contractor's experience for references

STATEMENT "B" – List of Subcontractors

STATEMENT "C" – List of Senior Supervisors

I have read and agree with the contents.

Initials of Bidder

TENDER 2022-01

2022 DOUBLE SURFACE TREATMENT TENDER BID FORM

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Albert St North High St to Hill Valley	m ²	14,750		
2	Albert St South Sunset to Sunny Ridge	m ²	4,280		
3	Patching of Various Forest Lake Road High Rock Drive x 2 South Lake Bernard Rd	m ²	196		

ESTIMATED TENDER: _____

HST: _____

HST ACCOUNT #: _____

TOTAL ESTIMATED TENDER: _____

INCLUDE ALL CHARGES WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

Contractor to provide loaders, trucks, spreaders, and all equipment as required.

I/We (the Contractors) promise to perform the work without undue delay and complete the work by **Friday October 7th, 2022.**

I have read and agree with the contents.

Signature of the Bidder

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

Address _____

Email Address

Signature of Person Signing for Firm

Date

Office Person Signing for Firm

Witness or Firm Seal

Phone Number _____ Fax Number _____

I have read and agree with the contents.

Signature of the Bidder

Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

**Tender
To be Returned to:**

**Township of Strong
Attn: Dan Truchon, Treasurer
P.O. Box 1120, 28 Municipal Lane
Sundridge, ON, P0A 1Z0**

**Tender 2022-01
Tender for Surface Treatment**

Tender Closing at: 10:00 a.m., Thursday, May 5, 2022

Bidders' Name: _____

Address : _____

Email Address: _____

Contact Number: _____

<p>For Township Use Only: Date and Time Received:</p>

Note: This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Township of Strong will not be held responsible for envelopes or