

**The Township of Tudor and Cashel
Bid Document**

Request for Tender

**Miscellaneous Road Repair
Tender #: 2022-04**

Tender Closing

Date: Tuesday September 6th, 2022

Time: 11:00:00 a.m. local time

**Location: Township of Tudor and Cashel
371 Weslemkoon Lake Rd
Gilmour, Ontario,
K0L 1W0**

Attn: Nancy Carrol, Clerk/CAO

Late Bids Will Not Be Accepted.

The Township of Tudor and Cashel reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

Table of Contents

Part “A” Information to Bidders	5
1. Intended Use and Schedule of Work.....	5
2. Location.....	5
3. Applicable Document Fees.....	5
4. Bid Deposit Requirements.....	5
5. Performance Surety Requirements	5
6. Tender Award.....	6
7. Other Public Agencies.....	6
8. Inquiry.....	7
9. Amendments to "Standard Terms and Conditions".....	7
Part “B” Standard Terms and Conditions	8
1. Definitions	8
2. Acceptance of Terms	8
3. No Indemnities from the Township of Tudor and Cashel.....	9
4. Force Majeure	9
5. Conflict of Interest.....	9
6. Errors and Omissions	10
7. Bid Closing Time	10
8. Document Fees.....	10
9. Bid Requirements.....	10
10. Bidder's Statement of Understanding	11
11. Clarification of Bid Documents	12
12. Bid Deposit Requirements.....	12
13. Performance Surety Requirements.....	12
14. Insurance Claims Policy (CORP-09) When Claims Involve Contracted Companies.....	12
15. Insurance and Workplace Safety Insurance Board	13
16. Proof of Ability.....	13
17. Document and Site Review.....	13
18. Mandatory Requirement.....	14
19. Pricing Requirement.....	14
20. Terms of Payment	14
21. Terms of Payment – For Construction Projects	15
22. Delivery.....	15
23. Patents and Copyrights	15
24. Assignment.....	15
25. Occupational Health and Safety Act.....	16
26. Laws, Regulations, Permits, Fees and Licences	17
27. Substitutes and Alternates	17
28. Quantities.....	18
29. Samples.....	18
30. Quotation/Tender/Proposal Procedures.....	18
31. Contract Award.....	18
32. Contract Cancellation.....	19
33. Availability of Labour and Escalation.....	20

34.	Correction of Defects	20
35.	Disclosure	20
36.	Debriefing.....	21
37.	Bid Protest Procedures.....	21
38.	Conflict of interest and Prohibited Conduct	21
39.	Freedom of Information	22
40.	Complaints.....	23
41.	Accessibility.....	23
42.	Human Rights	23
Part "C" Specifications		25
1.	Scope of work.....	25
2.	Specifications	25
3.	Site Preparation.....	25
4.	OPS General Conditions	26
5.	Definitions.....	26
6.	Schedule.....	27
7.	Protection of Public and Traffic Control	27
8.	Spills Reporting	27
9.	Layout.....	28
10.	Supply of Materials	28
11.	Liquidated Damages.....	28
12.	Contractor's Responsibility	29
13.	Co-Ordination Meetings.....	30
14.	Measure of Payment	30
15.	Dust Control.....	30
16.	Discrepancies and Conflicts	30
17.	Utilities.....	30
18.	Sign and Mailbox Maintenance.....	31
19.	Sign Maintenance.....	31
20.	Disposal of Surplus or Unsuitable Material.....	31
21.	Submitting Payment Certificates.....	31
22.	Warranty	32
23.	MOBILIZATION & DEMOBILIZATION.....	32
24.	EXCAVATVE UNSUITABLE MATERIAL TO A DEPTH OF 450MM, TRUCK AND DISPOSE OFFSITE.	32
25.	SUPPLY, PLACE AND COMPACT IMOPRTED GRANULAR 'B' TYPE II MATERIAL FOR FILLING UNSUITABLE AREAS AS DIRECTED BY THE TOWNSHIP.....	33
26.	SUPPLY, PLACE, GRADE AND COMPACT GRANULAR 'A' TYPE II MATERIAL FOR BACKFILLING ROAD BASE CONSTRUCTION.....	33
27.	SUPPLY AND INSTALL 50MM OF HL3 ASPHALT FOR ROAD PATCH REPAIR.....	33
Part "D" Bid Form		35
1.	Bidders Information Form	36
2.	Declaration of Accessibility Compliance	37
3.	Schedule of Items & Prices.....	38

All purchases made by the Township of Tudor and Cashel are done in accordance with our Procurement Policy (By-law 2018-0037)

Part "A" Information to Bidders

1. Intended Use and Schedule of Work

The Township of Tudor and Cashel (the "Township") is requesting tender submissions for miscellaneous Road Repair.

In this RFT, the successful Proponent shall be referred to as the "Contractor".

2. Location

See Part "C" Specifications for work locations.

3. Applicable Document Fees

None.

4. Bid Deposit Requirements

In addition to any other performance security requirements, a separate bid deposit document is required in one of, or a combination of, the following:

Certified cheque, bank draft, money order, bid bond, or irrevocable letter of credit or any combination, made payable to the Treasurer of the Township of Tudor and Cashel the amount of **ten percent (10%) of the total tendered price**, not including the H.S.T., **must be submitted with the Bid.**

The Bidder agrees that, if they should withdraw their bid or fail for any reason to execute the agreement or provide the required bonds or other documents required the Township may retain the Bid deposit for the use of the Township and may accept any other Bid, advertise for new quotations/tenders/proposals, or not accept any Bid as the Township deems advisable.

5. Performance Surety Requirements

The successful bidder shall provide to the Township, a Performance Security in one of the following forms, or a combination of item i.) and ii.), prior to the commencement of the work.

- i.) Certified cheque, bank draft, or money order, made payable to the Treasurer of the Township of Tudor and Cashel in the amount of one hundred (100%) percent of the total price bid. If the successful Bidder intends to provide a certified cheque, bank draft, or money order as a Performance Security, a signed letter from the Bidder's lending institution clearly stating that a certified cheque, bank draft, or money order for one hundred (100%) of total bid price may be obtained by the Bidder **must be submitted with the Bid.**
- ii.) Irrevocable Letter of Credit in the amount of one hundred (100%) percent of the total bid price. If the successful Bidder intends to provide an Irrevocable Letter of Credit as a Performance Security, a signed letter from the Bidder's lending institution clearly stating that an Irrevocable

Letter of Credit for one hundred (100%) of total bid price may be obtained by the Bidder **must be submitted with the Bid.**

- iii.) Performance Bond and a Labour and Material Payment Bond **each** in the amount of one hundred percent (100%) of the Total Bid Price. If the successful Bidder intends to provide a Performance Bond and a Labour and Material Payment Bond **each** in the amount of one hundred percent (100%) of the Total Bid Price as a Performance Security, a completed "Agreement To Bond", as a surety that the Bidder can obtain the required Contract Performance Bond and Labour and Material Bond if they are the successful Bidder **must be submitted with the Bid.**

An "Agreement to Bond" must be submitted with the Bid as a surety that the Bidder can obtain the required Contract Performance Bond, Labour and Material Bond if they are the successful Bidder.

The Bonds shall be provided by a surety company authorized to do business in the Province of Ontario.

6. Tender Award

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified, the Township reserves the right to include any or all of the provisional items at any time during the award or construction process.

Each participating Township will be responsible to ensure appropriate approvals are secured and will be responsible to issue a Purchase Order to the successful bidder(s) for the specific location. Invoices must be sent to the Township or Township identified as noted herein.

7. Other Public Agencies

Prior to submitting this Tender, it is of significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Tender in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Tender document and further, if a successful respondent is selected by the Township and other public agencies deem it is in their best interest to join the Township contract under the same terms and conditions, then one or more parties may join the Township contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Township contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to their Tender the best possible economic benefits and returns for the Township.

8. Inquiry

Proponents with questions related to the detailed specification or the nature of the work required may contact only, Glenn Hagerman, Roads Superintendent, **in writing only**, by email to roads@tudorandcashel.com, or by fax 613-474-0664.

Questions related to the Tender process itself, should be emailed to Nancy Carrol, CAO, Township of Tudor and Cashel, **in writing only**, by email to clerk@tudorandcashel.com, or by fax 613-474-0664.

Any questions, requests for information, or comments on this RFT should be addressed **not later than 4:00 p.m. on 1st day of September 2022** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

Unless otherwise indicated, the RFT is available on the Municipal website at www.tudorandcashel.com or from Nancy Carrol by contacting 613-474-2583.

In accordance with of the Township's Procurement Policy By-law, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

9. Amendments to "Standard Terms and Conditions"

Where Amendments to the Township's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

Part “B” Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Township in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Township	The Township of Tudor and Cashel, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

2. Acceptance of Terms

Each Proponent, by submitting a proposal, represents that the Proponent has read and completely understands, and accepts all terms and conditions to those contained in this RFT. Any proposal that has alternative terms and conditions to those contained herewith shall be considered a counter offer to the Township’s request and shall be rejected.

3. No Indemnities from the Township of Tudor and Cashel

Notwithstanding anything else in the Contract, any express or implied reference to the Township providing indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Township, whether at the time of execution of the contract or at any time during the Term, shall be void and of no legal effect.

4. Force Majeure

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay for non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

5. Conflict of Interest

The Supplier shall;

- a) Avoid any Conflict of Interest in the performance of its contractual obligations;
- b) Disclose to the Township without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
- c) Comply with any requirements prescribed by the Township to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the Township may immediately terminate the Contract upon giving notice to the Supplier where;

- a) The Supplier fails to disclose an actual or potential Conflict of Interest;
- b) The Supplier fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or
- c) The Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

6. Errors and Omissions

The Township will not be held liable for any errors or omissions in any part of the RFT. While the Township has used considerable effort to ensure an accurate representation in the RFT, the information contained in the RFT is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive.

7. Bid Closing Time

Tender Bids are to be submitted to the Township of Tudor and Cashel, 371 Weslemkoon Lake Rd, Gilmour, Ontario, Attention: Nancy Carrol, CAO **before 6th day of September 2022 @ 11:00 a.m.**

The time registered on the Township of Tudor and Cashel digital phone system will be considered the official time of day when determining exact time of submission.

Bids received after the Closing will not be accepted and will be returned to the Proponent unopened.

8. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part "A" Information to Bidders, which forms part of this bid document.

9. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See "Part "D" Bid Form" for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- f) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and Bid number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

Faxed Bid Submissions are not acceptable

- h) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of Tudor and Cashel's Office of the CAO prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.
- i) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

10. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and has carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

11. Clarification of Bid Documents

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFT;
- b. Extension of the closing date;
- c. Retraction or cancellation of the RFT.

Potential Proponents must provide the Township with company information, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.0

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent’s responsibility to notify the appropriate Department Head and issuer of the RFT of any change to their fax number, email or mailing address.

Although the Township will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent’s ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.

12. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part “A” Information to Bidders, which form part of this bid document.

13. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of their bid as accepted, may be required by the Township within ten (10) working days from the date of request.

See Part “A” Information to Bidders, which form part of this bid document.

14. Insurance Claims Policy (CORP-09) When Claims Involve Contracted Companies

The Township frequently enters into contracts with independent companies (contractors) who perform work on the Township’s behalf. The Township’s

agreements with the contractors contain a strict requirement that they respond directly to claims for any damage or injury to members of the public that they may be held responsible for.

Upon receipt of information that a contractor had control over the accident location at the time of loss, the claim will be forwarded to the contractor for response. The contractor shall acknowledge receipt of the claim and identify a contact person who will be responsible for investigating the claim.

The contractor shall conduct an investigation and make a decision regarding the claim. If the contractor determines that they were responsible for the loss, they will resolve the claim with the claimant directly.

If the contractor determines their work met reasonable and appropriate construction standards, they may deny the claim. In this case, their communication to the claimant will provide the results of their investigation and clearly explain their decision. Should the claimant disagree with the contractor's decision and still wish to pursue the claim, they have the option of pursuing the contractor by proceeding with legal action.

15. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$5,000,000.00 in General Commercial Liability naming the Township and participating Municipalities/ Townships as an additional insured under the policy. Additional coverage may be required.

See Part "A" Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the Contract.

16. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

17. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Owner.

See Part “A” Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part “C” Specifications, which form part of this bid document.

18. Mandatory Requirement

Proposals must meet all mandatory requirements as contained herein. Proposals that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory.

Statements that include the words “should” or “may”, while not mandatory, are considered highly desirable by the Township. Failure to comply with requirements that are highly desirable may reflect negatively on the proponent’s ability to 36.

19. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part “C” Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

20. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Township shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

21. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 2019, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 2019, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Manager or designate the Performance Sureties will be returned to the Company.

All payments will be made within twenty eight (28) days from receipt of an approved invoice. All invoices must be approved by the Manager or designate.

22. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Gilmour, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

23. Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

24. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Township.

25. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Township.

The Company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information

System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

26. Laws, Regulations, Permits, Fees and Licences

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

The Respondent agrees that in the event the Township is required to pay damages for any matter relating to or arising from a material breach of this RFT, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, neglect or otherwise of the Township, the aggregate amount of damages recoverable against the Township shall be no greater than the proposal preparation costs that the Respondent seeking damages from the Township can demonstrate it incurred.

27. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services they proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services they proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

28. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

29. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

30. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement Policies.

31. Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Township also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of Tudor and Cashel reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Township may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

Proponents are solely responsible for their own expenses in preparing a response to this RFT. If the Township elects to reject any or all proposals, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit, or any other matter.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be issued a purchase order, or a blanket purchase order may be required to execute a contract in triplicate within ten (10) working days from the date of notice of award by the Township.

Notwithstanding and without restricting the generality of the statements above, the Township of Tudor and Cashel shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required

32. Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

- a) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may,

- upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
 - d) If the Township terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the v may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Township is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

33. Availability of Labour and Escalation

The bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

34. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

35. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Township for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of

the proposals or any financial information will not be publicly disclosed at the opening.

36. Debriefing

For RFT(s) where contract is in excess of \$100,000, Proponents are entitled to a debriefing meeting with the Township after award notification has been made. A request for a debriefing meeting must be received by the RFT contact within sixty (60) calendar days of award notification.

Debriefing meetings will be held in person at the Township of Tudor and Cashel's office.

The Township will address a Proponent's specific questions in relation to their submission. Questions unrelated to the RFT will not be responded to during the debriefing and will be noted as out of scope

37. Bid Protest Procedures

Subsequent to a debriefing meeting where a Proponent believes that the competitive process has not been conducted in accordance with the process requirements contained herein, the Proponent may file a bid protest. The Proponent shall prepare in writing and submit the challenge within ten (10) days of the dispute to the RFT contact citing the clause in the RFT that the Proponent is in dispute. The RFT contact shall have five (5) days to investigate and respond to the protest. If the Bid protest is not resolved by the RFT contact, it will be forwarded on to the Treasurer of the Township by the RFT contact, allowing the Treasurer of the Township of Tudor and Cashel ten (10) days to investigate and respond to the Bid protest. Where the Treasurer of the Township is unable to resolve the protest, the Treasurer will forward the protest to the Director of Finance/Treasurer. The Treasurer of the Township of Tudor and Cashel, at the Director of Finance/Treasurer's discretion will conduct an investigation of the competitive process. The Director of Finance/Treasurer's findings and any resolution shall be final and will be communicated to the Proponent and kept on file.

Any decided remedy in regards to Bid dispute award of costs will be limited to the amounts to prepare the tender and any mandatory site meeting expenses with the corresponding documentation or receipts.

38. Conflict of interest and Prohibited Conduct

a) Conflict of interest

The Township may disqualify a proponent for any conduct, situation or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above (Part B, section 5).

b) Disqualification for Prohibited Conduct

The Township may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Township determines that the proponent has engaged in any conduct prohibited by this RFT.

c) Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

d) No Lobbying

Respondents must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent (s).

e) Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid –rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Township; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

f) Past Performance or Past Conduct

The Township may prohibit a supplier from participating in a procurement process based on past performance or based in inappropriate conduct in a prior procurement process, including but not limited to the following;

- i. Illegal or unethical conduct as described above
- ii. The refusal of the supplier to honour its submitted pricing or other commitments; or
- iii. Any conduct situation or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

39. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Township of Tudor and Cashel and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of Tudor and Cashel, please contact the CAO, Township of Tudor and Cashel, 371 Weslemkoon Lake Rd, Gilmour, Ontario K0L 1W0 (613-474-2583).

40. Complaints

Any complaint on the process and procedures as outlined in the Township’s Procurement Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by of the Township of Tudor and Cashel shall be in writing and shall be submitted to the Treasurer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

41. Accessibility

The Township of Tudor and Cashel is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The Supplier covenants and agrees to ensure that the Deliverables provided hereunder are consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians Disabilities Act, 2001 (“ODA”) and the Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”) and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Without limiting the generality of the foregoing, the Supplier covenants and agrees to comply with the Township’s accessibility standards, policies, practices and procedures, as same may be in effect during the term of the Agreement and apply to the Deliverables to be provided hereunder by the Supplier.

42. Human Rights

The Township is committed to hosting a work environment in which everyone is treated with respect, and no one is subject to discrimination. This commitment stems from the Township’s own philosophy and the Township’s obligations under the Ontario Human Rights Code. During the term of the Contract, the Supplier shall ensure that its employees and subcontractors behave in a manner that is appropriate, respectful and consistent with the provisions of the Ontario Human Rights Code.

Any breach of the Ontario Human Rights Code by the Supplier, its employees or subcontractor will result in the removal of that person from the Township's premises. In addition, the breach of these conditions by the Supplier, its employees and subcontractors could result in the termination of the Contract and/or the barring of the Supplier and its subcontractors from entering into subsequent contracts with the Township.

Part “C” Specifications

Special Provisions General

1. Scope of work

Miscellaneous Road Repairs for the Township of Tudor and Cashel
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The scope of work for each road within the Township of Tudor and Cashel is outlined below.

Weslemkoon Lake Road: (Approximately 332m west of 911#4643, 32m x 7m)

Weslemkoon Lake Road: (Approximately 182m west of Fraser Lane, 60m x 7)

The Township of Tudor and Cashel reserves the right to call for partial supply of any of the works listed above subject to Township of Tudor and Cashel Council 2022 budget approval.

2. Specifications

The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Document but are not reproduced herein. The Contractor is responsible for obtaining and having on site a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions for Tender Items will take precedence over the OPSS where a conflict arises between the two specifications. Applicable OPSS and the related Special Provision (SP) are identified for each Tender Item in the “OPSS SPEC” column of Part “D” Schedule of Items & Prices documents. The particular revision in effect at the time the contract is advertised shall apply.

It shall be the Contractor’s responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

3. Site Preparation

It shall be the Contractor’s responsibility to conduct site preparation under any item of this contract through the construction zones and on all Township Roads. There will be no additional payment for site preparation as required and may include but is not necessarily limited to:

- Bonds, administration and supervisory costs
- Mobilization and demobilization of equipment, material and Contractor’s forces

- Maintaining and updating project schedule
- Site preparation for work
- Costs of all necessary approvals and permits as applicable
- Cost of constructing laydown area in location acceptable to Owner
- All costs associated with utility locates protection or temporary relocation and reinstallation of utilities, as applicable and not specified in other areas of the contract
- Installation and removal of temporary barricades, hoarding, snow fencing and other protection required
- Protection of trees not designated for removals
- Layout of work
- Cost of supplying and maintenance of adequate sanitary facilities
- Costs associated with submission of shop drawings, product submissions and all other submissions
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners; copy to be submitted to Contract Administrator
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- Maintaining the site in a clean and orderly manner.
- Cost of advertising of Substantial Completion in the Daily Commercial News.
- Cost of reinstating to their original conditions the Contractor's lay down area.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with environmental protection measures except as specifically mentioned for other Items of work.
- Careful removal and reinstallation of mail boxes, municipal address/number markings, Highway Signs and commercial and information signs within limits of roadway reconstruction. This work needs to be coordinated with Contractor's own traffic management plan. Following completion of work all existing signs need to be reinstalled in new locations as necessary for compliance with OTM and Traffic Highway Act.
- Protection of private properties

4. OPS General Conditions

Wherever in this Contract reference is made to the General Conditions it shall be interpreted as meaning the OPS General Conditions of contract (OPSS MUNI 100), November 2018.

5. Definitions

Wherever the word "Corporation", "Owner", "Authority", "Inspector" or "Contract Administrator" appears in this Contract, it shall be interpreted as meaning the Township of Tudor and Cashel.

Wherever the word "Ministry" or "M.T.O." appears, it shall be deemed to mean the Ministry of Transportation, Ontario.

Wherever the word "Manager" appears in the Contract, it shall be deemed to mean the Manager of Transportation Services, Township of Tudor and Cashel or his designate.

6. Schedule

The work is to commence on **Monday October 3, 2022** with no site activity to occur prior to this date and must be completed by **Friday October 24, 2022**. The Contractor shall provide a Work Schedule at the Pre-construction meeting.

7. Protection of Public and Traffic Control

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

- i) The Ministry of Transportation, Ontario "Ontario Traffic Manual Book 7" most recent edition.

The Contractor shall submit a traffic control plan to the Township for review prior to starting work. The Contractor shall include TC-1, TC-1A, Rb-90A and Rb-90B signs as part of the traffic control plan and these signs shall be maintained in the field throughout the course of the work until the line painting has been completed. There will be no additional claim for payment for these signs as required.

The Contractor will be responsible for maintaining vehicular traffic. The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for proper construction of the work.

Barricades, warning signs, lanterns, 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 Manager of Transportation Services. Detour signing, in the event detours are required and/or permitted, outside of the Contract Limits shall also be carried out by, and at the expense of, the Contractor.

8. Spills Reporting

Spills or discharges 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 like to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Manager of Transportation Services. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges or liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges for this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Manager of Transportation Services.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

In the case of a spill, the Contractor shall use every effort required to contain the spill as may be required to mitigate adverse effects on the environment. Upon satisfactory containment of the spill and upon direction from the Spills Action Centre and the Manager of Transportation Services, the Contractor shall complete any clean-up of the spill as may be directed.

There will be no additional claim for payment for costs associated with spill containment and clean-up, as may be required.

9. Layout

It shall be the Contractor's responsibility to establish the centerline and/or edge line of the road surface.

10. Supply of Materials

All materials necessary for the proper completion of the work shall be supplied by the Contractor, except as specifically noted. The payment provided in the contract shall be deemed to include full compensation for the supply of all such materials.

11. Liquidated Damages

Time shall be the essence of this Contract.

Work on this Contract may commence within ten (10) calendar days after the official commencement date. The Contractor shall diligently complete their work on this Contract to completion on or before **the date identified in Part C, Section 7 - Schedule.**

If the time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that, subject to local By-laws affecting hours of work, additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these Provisions will be considered to be

included in the prices bid for the various items of work and no additional claim for compensation will be allowed therefore.

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 included; a loss or damage will be sustained by the Owner. Since it is and will be impracticable 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 that the Contractor will pay to the Owner the sum of **\$2500.00 (Two Thousand Five Hundred Dollars)** as liquidated damages for each and every calendar days' delay in finishing the work in excess of the required completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion date.

The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

An application by the Contractor for extension of time shall be made to the Manager of Transportation Services in writing **at least fifteen days prior to the date of completion** fixed by the contract.

All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted, in writing, to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this contract, and all such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the Owner or the Manager or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the Township.

12. Contractor's Responsibility

The Contractor's attention is drawn to Section GC7 of OPSS General Conditions of Contract "Contractor's Responsibility". Should the Contractor cease

operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Manager in writing of the names and positions of the person or persons representing the contractor.

13. Co-Ordination Meetings

The Contractor shall attend such meetings as may be required by the Manager to co-ordinate services affected by the Contract.

14. Measure of Payment

For purposes of this Contract, items shall be paid according to "Measured Quantity". Units for each item are as specified in the Special Provisions or OPSS

15. Dust Control

Section GC7 of OPSS General Conditions of Contract is hereby modified to include the following:

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic seven days a week. There will be no additional claim for payment for dust control as required.

16. Discrepancies and Conflicts

Discrepancies and conflicts shall be brought to the attention of the Manager prior to commencement of work on that portion of work. No additional payment will be made for correction of errors made in this regard.

17. Utilities

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.

The Authority will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract. The location and depth of underground utilities shown on the

Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor is responsible for verification of the location and type of other utilities within the contract limits and which may be encountered during construction.

18. Sign and Mailbox Maintenance

The Contractor shall be responsible for the maintenance of all signs and all mailboxes during the construction period and for the re-installation of the same at the completion of the contract according to the applicable OTM Book for signs and current Canada Post regulations governing mailboxes.

19. Sign Maintenance

The Contractor shall be responsible for the maintenance of all signs during the construction period and for the re-installation of same at the completion of the contract.

20. Disposal of Surplus or Unsuitable Material

OPSS 180 applies except as amended below:

Materials which are either unsuitable or surplus to the requirements of the Contract, and which are to be disposed of, shall be disposed of outside the right-of-way in waste disposal areas arranged for by the Contractor. Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the highway, and shall be carried out in an environmentally acceptable manner and shall avoid any environmentally sensitive areas identified in the contract.

For disposal sites off the contract, written permission for the owner of the property upon which there is to be disposal, shall be obtained and filed with the Manager of Transportation Services prior to any disposal and shall save the Authority harmless from all claims that may arise from such disposal. Should the property be Crown Land, such permission shall be obtained from the Ministry of Natural Resources.

The Contractor shall make contact with the local Township to ensure conformity with any applicable fill By-law prior to disposal of any surplus materials.

21. Submitting Payment Certificates

Payment certificates submitted by the Contractor shall show the holdback, taxes and totals for the work completed for each road.

22. Warranty

Section GC7.16 of the General Conditions is revised in that the Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twenty-four (24) months.

The Contractor shall make good in a permanent manner, satisfactory to the Authority, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Authority or the Contract Administrator.

The decision of the Authority and the Contract Administrator shall be final as to the necessity for repairs or for any work to be done under this Section.

Special Provisions - Tender Items

23. MOBILIZATION & DEMOBILIZATION

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment, and materials required to mobilize on site.

24. EXCAVATIVE UNSUITABLE MATERIAL TO A DEPTH OF 450MM, TRUCK AND DISPOSE OFFSITE.

Payment at the contract per square meter (m²) bid price for the above tender items shall be full compensation for all labour, equipment, and materials required to remove and replace concrete sidewalks and driveway aprons. Sidewalk thickness shall be a minimum of 125 mm except driveways at 150mm and at commercial and industrial driveways in which the thickness shall be a minimum of 200 mm (OPSD 310).

Under this item the bid price will include all labour, material and equipment necessary for the complete removal and disposal of existing concrete and any excavated ground material, re-grading, compaction, and replacement at a thickness of 125 mm as per OPSD 310.010 to 310.050 for sidewalk. Concrete driveway

25. SUPPLY, PLACE AND COMPACT IMPORTED GRANULAR 'B' TYPE II MATERIAL FOR FILLING UNSUITABLE AREAS AS DIRECTED BY THE TOWNSHIP.

OPSS 314, OPSS 501 and OPSS 1010 apply with the following amendments:

Payment shall be made for these items for the supply, placing, grading and compacting of granular "B". The Contractor will be responsible for dust control during the normal working day and over weekends. Payment for dust control will be included in this item.

Measurement for payment of this tender item shall be made by the tonnes of granular "B" placed. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

26. SUPPLY, PLACE, GRADE AND COMPACT GRANULAR 'A' TYPE II MATERIAL FOR BACKFILLING ROAD BASE CONSTRUCTION.

OPSS 314, OPSS 501 and OPSS 1010 apply with the following amendments:

Payment shall be made for these items for the supply, placing, grading and compacting of granular "A". The Contractor will be responsible for dust control during the normal working day and over weekends. Payment for dust control will be included in this item.

Measurement for payment of this tender item shall be made by the tonnes of granular "A" placed. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

27. SUPPLY AND INSTALL 50MM OF HL3 ASPHALT FOR ROAD PATCH REPAIR

OPSS 310, OPSS 1003, OPSS 1150 and MUNI 1101 apply with the following amendments:

The Contractor shall use a current Ministry of Transportation Ontario design mix for hot mix asphalt HL3 PG58-34, if available. If a current mix design is unavailable, the Contractor will be responsible for producing a mix design.

Payment shall be by the sq. m at the Tender Unit Price tendered and shall be full compensation for labour, equipment and materials to supply, haul, place and compact the asphalt.

Part "D" Bid Form

The Township of Tudor and Cashel

**371 Weslemkoon Lake Rd
Gilmour, Ontario K0L 1W0**

Tender No. 2022-04

Miscellaneous Road Repair

Documents to Be Enclosed With This Bid Form.

- Part D Bid Document Signed & Sealed**
- Performance Surety Commitment Requirements**
- Certificate of Insurance (upon award)**
- WSIB Clearance (upon award)**

2. Declaration of Accessibility Compliance

Company Name:	
Print Name:	
Title:	Dated:

I/ we acknowledge that as a Contractor/Consultant of the Township of Tudor and Cashel we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.”

3. Schedule of Items & Prices

(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts "A", "B", "C" and "D" of the Tender for the following prices:

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

The Township reserves the right to cancel any or all items.

Township of Tudor and Cashel					
Weslemkoon Lake Road: approximately 332m west of 911#4643 (32m x 7m)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
SP1	Mobilization and Demobilization	1	LS	\$ _____	\$ _____
SP2	Traffic Control Devices	1	LS	\$ _____	\$ _____
SP3	Excavate unsuitable material to a depth of 450mm, Truck and dispose offsite.	245	t	\$ _____	\$ _____
SP4	Supply, Place and Compact 300mm Imported Granular 'B' Type II Material for filling unsuitable areas as directed by the Township.	165	t	\$ _____	\$ _____

**Miscellaneous Road Repair
Part "D"**

Bid Form

SP5	Supply, Place, Grade and Compact 150mm Granular 'A' Type II Material for Road Base Construction.	85	t	\$_____	\$_____
SP7	Supply and Install 50mm HL3 Asphalt for Road Patch Repair	224	Sq.m	\$_____	\$_____
Sub-total (excluding H.S.T)					\$_____
Weslemkoon Lake Road: approximately 182m west of Fraser Lane (60m x 7m)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
SP1	Mobilization and Demobilization	1	LS	\$_____	\$ _____
SP2	Traffic Control Devices	1	LS	\$_____	\$ _____
SP3	Excavate unsuitable material to a depth of 450mm, Truck and dispose offsite.	455	t	\$_____	\$_____
SP4	Supply, Place and Compact 300mm Imported Granular 'B' Type II Material for filling unsuitable areas as directed by the Township.	305	t	\$_____	\$_____
SP5	Supply, Place, Grade and Compact 150mm Granular 'A' Type II Material for Road Base Construction.	155	t	\$_____	\$_____
SP7	Supply and Install 50mm HL3 Asphalt for Road Patch Repair	420	Sq.m	\$_____	\$_____
Sub-total (excluding H.S.T)					\$_____

**Miscellaneous Road Repair
Part "D"**

Bid Form

<p>"Township of Tudor and Cashel" Sub-total (excluding H.S.T)</p>	<p>\$ _____</p>	
<p>H.S.T. Registration # _____</p>	<p>H.S.T.</p>	<p>\$ _____</p>
<p>Total Tendered Price (basis of award) *Tender will be awarded to the lowest, compliant total tendered price bidder.</p>		<p>\$ _____</p>

To The Corporation of the Township of Tudor and Cashel, Hereafter called the "Township":

I/We _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Township is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract (Appendix A) in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/We fail to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best
7. That I/We agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that they are duly authorized to execute this bid.

**Miscellaneous Road Repair
Part "D"**

Bid Form

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

This _____ Day Of _____ 2022.

THE CORPORATION OF THE Township of Tudor and Cashel
371 Weslemkoon Lake Rd, Gilmour, ON K0L 1W0

Libby Clarke, Mayor

Nancy Carrol, CAO