



The Corporation of the Township of Perry

## **Tender No. 2018-04 Surface Treatment**

**Tender For:** Surface Treatment  
**Location Breakdown:** Township of Perry  
**Tender Closing:** Wednesday, June 13, 2018 at 3:00pm  
**Tender Opening:** Wednesday, June 13, 2018 at 3:10pm

**Sealed Tenders clearly marked  
Tender No. 2018- 04 Surface Treatment**

will be received at the Township Office to the Attention of

Kim Seguin, Treasurer  
The Corporation of the Township of Perry  
Box 70, 1695 Emsdale Road  
Emsdale, ON P0A 1J0

***Lowest or any tender not necessarily accepted***

**Faxed or emailed tenders will not be accepted**

# TENDER FOR SURFACE TREATMENT

The undersigned hereby Tenders to perform or supply the work covered by this Tender.

## 1. DEFINITIONS

In this Tender, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

**“Double Surface Treatment”** means two successive single surface treatments

**“Single Surface Treatment”** means a single application of bituminous binder followed by a single application of Class 2 Aggregate

**“Tenderer”** means the individual, firm, company, or corporation submitting a Tender to the Township;

**“Township”** means the Township of Perry;

**“Treasurer”** shall mean the Treasurer of the Township of Perry.

**“Work”** means any of the under noted or any combination thereof:

- supply or provision of articles or materials;
- supply of Labour;
- performance of functions or tasks;
- provision of services;
- equipment operated or not operated; or
- construction or repairs as specified;

## 2. SCOPE OF WORK

The Work includes the supply of all labour, equipment and materials as specified or as necessary at the Tenderer’s entire expense to perform the work as described in Schedule “A” – Scope of Work.

## 3. GENERAL CONDITIONS

ONTARIO PROVINCIAL STANDARD SPECIFICATIONS AND FORM M-100

Form M-100 ‘General Conditions of Contract’ and the Ontario Provincial Standard Specifications (OPSS) listed below apply on this Contract unless otherwise stated in the attached Tender documents. The particular revision in effect at the time the Contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial Standard Specification below or to Form M-100. Form M-100 and the following specifications are available for review at the Municipal Office.

- i) OPSS Form 304 November 2003 Construction Specification for single and double surface treatment.

#### 4. TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to closing, shall be directed in writing via email to: Kim Seguin, Treasurer, email: **kim.seguin@townshipofperry.ca**
2. Acceptance notification will be by 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.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.
4. Tenders shall be prepared on the form provided in Schedule "B" and are to be sealed and submitted in an envelope and identified as a Tender for the contract described on the Tender cover sheet. Label Sheet attached at the end of tender document.
5. Tenderers need not be present at the Tender opening. Tenderers will be advised by Letter of Acceptance or otherwise of their Tender as soon as the contract has been finally awarded

#### 5. 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 municipal bid 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. Tender must not be restricted or modified in any way.
6. Tender must include a deposit as specified.

#### 6. TAXES, DUTIES AND FREIGHT

All prices shall include all Federal taxes and duties, Provincial taxes and Exemptions as shown. All rebates or refunds of taxes, where applicable, shall be collected and held by the Township.

Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

#### 7. AWARD

The Township reserves the right to award by item, or part thereof, a group of items, or parts thereof, or all items of the Tender, and to award contracts to one or more Tenderers submitting identical Tenders as to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interest of the Township will be served.

The Township reserves the right to make awards within thirty (30) days from the date Tenders are opened, unless otherwise specified in the Tender, during which period proposals shall be irrevocable.

A Tenderer must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the Tender.

8. CONTRACT

The signing of this Tender for and on behalf of the Township shall constitute a binding contract between the Township and the Tenderer signing below.

Receipt of the goods, materials, equipment, work or service shall not waive any of the terms and conditions hereof. Defective goods, materials or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete the work within the times set out within this document, shall entitle the Township to cancel this Tender without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

9. NO ALTERATIONS/VARIATIONS

No alterations or variations of the terms of the Tender shall be valid or binding upon the Township unless authorized in writing by a duly authorized agent of the Township or his/her designate.

10. NO ASSIGNMENT

It is mutually agreed and understood that the Tenderer shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract to any other person, firm, company or corporation without the previous written consent of the Township.

11. NOTICE TO TENDERER

Any notice in writing to be given to the Tenderer in relation to any matter arising under the contract or in respect of the work to be done hereunder may be given by delivering same to the Tenderer, or the Tenderer's representative for the time being, or by mailing the same addressed to the Tenderer at such address as he/she may have specified.

Notice may be given by prepaid registered mail to the last address known personally to the Treasurer and shall be deemed to have been received seventy two (72) hours after sending by prepaid registered mail.

12. WORKPLACE SAFETY & INSURANCE BOARD (WSIB) & HEALTH & SAFETY

The Successful Tenderer must comply with the Township of Perry's Health and Safety Policies. The Township of Perry maintains that all Contractors and Sub-Contractors must adhere to the following health & safety practices:

- a) Demonstrate the establishment and maintenance of a health and safety program, with objectives and standards, provide qualified workers, meet all applicable legislation, as well as Township of Perry's Health and Safety policy and procedures.
- b) Are held accountable for their health and safety performance.
- c) Tenderers shall submit, within ten (10) calendar days of receiving acceptance notice, proof of WSIB Coverage and a valid Clearance Certificate. This must be maintained for the duration of the contract and 90 days afterwards.
- d) Ensure the workers they employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.

13. NOTICE TO THE TOWNSHIP

Any notice given to the Township shall be in writing and delivered personally to the office of the Treasurer of the Township of Perry at 1695 Emsdale Road, Emsdale ON.

14. CONTRACT GUARANTEE

The Tenderer hereby agrees upon acceptance:

- (a) To perform this contract in accordance with the terms hereof;
- (b) 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 Tenderer is not the patentee, assignee or licensee;
- (c) To guarantee the work for a period of one (1) year unless otherwise specified herein, against defective material or workmanship and to make good any consequential damage as a result of such damage or defect or repairs;
- (d) To furnish adequate protection from damage for all work, to repair damage of any kind, for which he/she or his/her employee are responsible, to the premises or equipment,

to his/her own work or the work of other persons;

- (e) To pay at his/her own expense for all permits, licenses and fees, to comply with all By-Laws and regulations of the Township, other lawfully constituted authorities and with all relevant statutes or regulations.
- (f) To 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. Coverage shall be at least two million dollars (\$2,000,000) per incident and the Township of Perry be a named insured. **Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the Tender deposit.**

15. DELIVERY

Where materials are furnished for a specified price per unit of weight, the Township reserves the right to require such materials to be weighed on scales designated by it, at shipper's expense, in which case payment shall be made on the basis of the new weight of the materials furnished.

16. INSPECTION

The inspection of all commodities and the making of chemistry and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Township.

Any item which fails in any way to meet the terms on the contract is subject to rejection or to be paid on an adjusted price basis. The decision of the Township to reject or to pay on an adjusted price basis, shall be final.

17. RISK

The work shall remain at the risk of the Tenderer until delivery of the work covered by this Tender.

18. DEPOSIT

Tenderers shall attach to each Tender submitted, a certified cheque or bank draft in the amount of ten (10%) per cent of the total Tender, payable to the Township.

The Tender deposit of the successful Tenderer shall be retained by the Township until the contract has been completed to the satisfaction of the Township. At that time, the Treasurer will be authorized to return the contractor's deposit cheque. If the contractor fails to satisfactorily complete the work, the deposit cheque shall be retained by the Treasurer as damages.

The successful Tenderer may file with the Township, a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of one hundred percent (100%) of the total estimated Tender. Upon receipt of such bond, the Township will return the Contractor's Tender deposit cheque.

Tender deposit cheque will be returned to the unsuccessful Tenderer not later than fifteen (15) days after the award of the contract.

If, in the opinion of the Township, the contractor refuses or neglects to perform the work specified in this Tender in an orderly manner without delay, the Township may cancel the contract and demand forfeiture of the monies represented by the deposit cheque. The Township may make other arrangements for the continuation of the contract as may be deemed advisable and in the best interest of the Township. Upon such cancellation of the contract, the contractor shall be entitled to payment for that portion of the work which, in the opinion of the Township, was completed on the day of cancellation.

19. EXECUTION OF CONTRACT

In the event that the successful Tenderer fails or neglects to execute the contract as required herein, the full amount of the deposit cheque shall be forfeited to the Township.

Failure to execute the contract in a competent manner shall result in the Tenderer's disqualification from Tendering on Township contracts for a period of three (3) years.

20. MATERIALS

All materials required by the contractor to carry out the terms of this contract, shall be supplied at his/her expense.

21. FAILURE TO DELIVER OR REJECTION

Failure of a Tenderer to deliver within the time specified or within reasonable time as interpreted by the Township or failure to make replacements of rejected commodities when requested, will constitute authority for the Township to purchase in the open market replacement commodities rejected or not delivered. The Township reserves the right to authorize immediate purchases in the open market against rejection on any contract when necessary. On all such purchases, the Tenderer agrees to promptly reimburse the Township the excess costs of such purchases. However, should public necessity demand it, the Township reserves the right to use or consume commodities which are sub-standard in quality, subject to adjustment in price to be determined by the Township.

When commodities are rejected, they must be removed by the Tenderer from the premises within five (5) days after notification; unless public health and safety requires immediate destruction or other disposal of such rejected delivery; in which case, the Township may take such action as it deems necessary. Rejected items left longer than five (5) days will be considered abandoned and the Township shall have the right to dispose of them.

22. PAYMENT

No money shall become due or be payable under this contract until a certificate has been signed by the authorized Township agent or its designate. Each payment shall be subject to the holdback provision in Section 22. Once a signed payment certificate has been provided to the Treasurer, payment will be made within 30 days.

Where there is a question of non-performance involved, payment in whole or in part will be withheld.

23. HOLDBACK

A holdback in the amount of ten percent (10%) of the total Tender shall be enforced for a period of forty-five days (45) after the completion date of the work.

In addition to the normal ten percent (10%) holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

The contractor shall submit a request for holdback at the end of the 45 day period and provide a copy of a payment certificate proving payment in full to any and all subcontractors utilized to complete the work.

Holdback less any amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Township that the contract is "complete".

24. PENALTY FOR LATE COMPLETION

Where the Tender is forecasted to be complete after the agreed upon completion date through no fault of the Township of Perry, the following penalties will be assigned to the Tenderer:

Contracts     ≤\$100,000 = \$200 per day  
                  >\$100,000 = \$500 per day

The penalty clause shall be applied commencing the first day after the agreed upon completion date. The Township shall have the right to seek an alternate Contractor after giving written notice to the initial Contractor.

25. QUANTITIES

Where quantities are set out in Schedule "B"- Unit Prices, which forms part of the contract documents, it is pointed out that these quantities are approximates only and are given as a basis for comparing Tenders only.

Payment will be based on the final quantities used.

In the case of an error in extending the unit price, the unit price shall be used to determine the corrected Tender price. The prices Tendered by the Tenderer shall include all costs incurred as a result of carrying out the work.

26. CANCELLATION OR DELETION

The Township reserves the right to reject any or all Tenders. The lowest or highest tender, as the case may be, will not necessarily be accepted.

The Township reserves the right to cancel or delete any portion of the work outlined. The



Tenderer agrees to such cancellation or deletion without claim whatsoever.

The Township in its uncontrolled and unfettered discretion, may declare specific work not within the intent of this contract due to the scope or quantity. The Township reserves the right to issue a separate Tender for a similar work covered hereby, and the Tenderer acknowledges such right and waives any claim as the Township has exercised thereof in good faith.

In the event that this Tender is not submitted to Council, notwithstanding the acceptance of a Tender or the awarding of the contract by the Township, the contract shall not become effective and shall not be binding upon the Township until a written contract embodying the instructions, specifications, terms and conditions set out in the Tender documents and the accepted Tender of the successful Tenderer, has been signed by the authorized agents of the Township.

In the event that this Tender is submitted to Council, notwithstanding the passage by Council of any By-Law or Resolution accepting a Tender or awarding the contract, the contract shall not become effective and shall not be binding on the Township until any conditions precedent in said By-Law or Resolution accepting the Tender or awarding the contract concerned, have been complied with and until a Resolution authorizing execution of a written contract by the authorized agents of the Township has been passed by Council and the written contract executed by the Mayor and Clerk and the corporate seal affixed thereto.

In the event of strikes, accidents or unexpected events causing stoppage of work, the Township reserves the right to suspend the contract.

27. WITHDRAWAL OF OFFER

The Tenderer who has submitted an offer may request that his/her offer be withdrawn. The withdrawal shall be allowed if the request is made before the closing time for the receipt of offers. Withdrawal requests must be directed to the Treasurer by letter, e-mail or in person. Telephone requests will not be considered. Withdrawals made in person, the Treasurer shall obtain a signed Withdrawal Form confirming the details of the withdrawal. Offers confirmed as withdrawn prior to the closing shall be returned unopened to the Tenderer. Withdrawal notices received after the closing shall be dealt with at the opening of offers by announcing that the offer has been withdrawn. The Tender amounts in a withdrawn offer shall not be read.

The withdrawal of an offer does not disqualify a Tenderer from submitting another offer.

28. HOLD HARMLESS

The Tenderer upon acceptance hereby agrees:

To indemnify and keep indemnified and save harmless the Township and each of its officers, servants and agents from and against all actions, suits, claims, executions, and demands which may be brought against or made upon the Township, its officers, servants and agents, from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Township, its officers, servants and agents by reason of, or on account of, or in consequence of its acceptance of this Tender or of the performance thereof.

To pay the Township and to such officer, servant or agent thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit, claim, lien execution or demand, and any monies paid and payable by the Township or any of its officers, servants or agents, in settlement or in discharge or such payment all account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any monies paid or payable by the Township, its officers, servants or agents, and any monies payable by the Tenderer under any of the terms and conditions of this Tender may be deducted from any monies of the Tenderer remaining in the possession of the Municipal account of this or any other contract, or may be recovered from the Tenderer, the surety or sureties named in the bond hereto attached in any court of competent jurisdiction as monies paid at their request or under any letter of credit.

The Tenderer hereby authorizes and empowers the Township or its solicitor for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Township or its said solicitor may deem expedient and also hereby agrees to ratify and confirm all acts of the Township or its solicitor in that behalf, and to pay to the said settling, or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise, and that in default of such payment, the same may be deducted from any monies payable by the Township to the Tenderer on any account whatever.

29. THE TENDERER DECLARES THAT:

- (a) No person, other than the Tenderer has any interest in this Tender or in the contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a Tender for the same work, and is in all respects fair and without conclusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works and offers to enter into a contract and to do all the work, on the terms and conditions set forth, and the schedule of prices hereto annexed. The Tenderer also agrees that this Tender is to continue open to acceptance until this Tender is executed on behalf of the Township. The Township may at any time without notice, accept this Tender whether any other Tender has been previously accepted or not, and the Tenderer hereby agrees that if the Tenderer withdraws this Tender before completion, the full amount of the Tender deposit shall be forfeited to the Township.

30. 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 Township of Perry.

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 Township of Perry constitutes a traffic hazard.

### 31. 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 213/91 as amended by 143/99, 175/99 and 145/00 and they shall be provided to the Contractors' workers and the Township of Perry.

The procedures must include protection for 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.

32. WARNING TO PERSONS SIGNING

- a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation stating the position held.
- b) If the Tenderer is not a Corporation or a partnership, the Tenderer must sign in the presence of a witness who must also sign.
- c) If the Tenderer is a partnership, each member of the partnership must sign in the presence of a witness who must also sign.
- d) The Township covenants with the Contractor that the Contractor having in all respects complied with the provisions of the Contract, will be paid for and in respect of the works the sum of \_\_\_\_\_dollars, and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Township may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TENDERER SIGN HERE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Witness

THE CORPORATION OF THE  
TOWNSHIP OF PERRY

PER

\_\_\_\_\_  
Norm Hofstetter, Mayor

PER

\_\_\_\_\_  
Beth Morton, Clerk/ Administrator

## **SCHEDULE “A”**

To Tender: 2018-04 Surface Treatment

### **SCOPE OF WORK**

- i) All work must be completed by **September 14, 2018**
- ii) All Class 2 Aggregate must be made from a quarried product.

#### **SURFACE TREATMENT**

All work shall be carried out in accordance with OPSS 304 Nov 2006, OPSS 306 Nov 2010.

#### **BASE PREPARATION**

The Municipality shall prepare road surface to receive single lift surface treatment.

Contractor shall broom off all loose material from surface to receive single lift surface treatment

#### **ADVANCE NOTICE**

The Municipality shall be notified by the Contractor at least two (2) weeks prior to the commencement of application of surface treatment.

#### **COMPLETION DATE**

The Contractor shall complete the work by: **September 14, 2018**

## SCHEDULE "B"

### CONTRACTOR TENDER SUBMISSION FORM

#### Tender: 2018-04 Surface Treatment

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and 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, in the amount of ten percent (10%) of the total Tender, made payable to the Township of Perry. The proceeds of this cheque shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to the Township if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this Tender.

It is agreed that the Tender quantities are estimates only and may be increased or decreased by the Township without alteration of the Tender price. However, such increases or decreases shall not exceed twenty percent (20%).

It is also agreed that, upon acceptance in writing by the Township, the Tender document needs to be signed and becomes the "Agreement for the Performance of the Work" between the Contractor and the Township.

This offer shall be irrevocable for a period of ninety (90) calendar days following the date of Tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: **September 14, 2018. Penalty clause as outlined in section 23 will be enforced if the work completion deadline is not met.**

Name of Individual or Firm (hereafter referred to as the "Contractor"):

\_\_\_\_\_

Address: \_\_\_\_\_

Signature of Person Signing for Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Office of Person Signing for Firm: \_\_\_\_\_

Witness: \_\_\_\_\_

Total Tender: \$ \_\_\_\_\_

## SCHEDULE "B"

To Tender: 2018-04 Surface Treatment

### Tender Pricing

Item #	Location	Description	Unit	Quantity	Unit Price	Extended Price
1	Deer Lake Road	Single Surface Treatment	m <sup>2</sup>	27,200		
		Double Surface Treatment	m <sup>2</sup>	1,000		
	Lat: 45.544518, Lon:-79.332438 to Lat: 45.558333, Lon:-79283633					
2	Mason's Road Hill	Single Surface Treatment	m <sup>2</sup>	1,950		
	Lat 45.536782 Lon: -79.349438 to Lat: 45.539175, Lon: -79.350809					
3	Repairs	As required	m <sup>2</sup>	100		
					Subtotal	
					HST	
					Total Tender	

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

**Tender**

**To be Returned to:**

**Township of Perry  
Attn: Kim Seguin Treasurer  
P.O. Box 70 1695 Emsdale Road  
Emsdale, ON, POA 1J0**

**Tender 2018-04  
Tender to Provide Surface Treatment**

**Tender Closing at: 3:00 p.m., Wednesday June 13, 2018**

**Bidders' Name:** \_\_\_\_\_

**Address (including Postal Code):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*For Township Use Only:  
Date and Time Received:*

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