



Rideau Lakes

Tender SURFACE TREATMENT

PW2022-6

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1.0 Interpretation/Definitions

In this document,

- a. **Bidder:** means any qualified person or contractor submitting a price for this tender.
- b. **Bid:** means the proposal as submitted and the related price.
- c. **Qualified Person:** means a person that has all the appropriate licences & training to operate the specified equipment. The person shall understand & be able to operate the equipment including all apparatus & controls in a safe, effective & efficient manner while completing the work.
- d. **Contractor:** means the person, partnership or corporation submitting a tender price to undertake work as specified.
- e. **Qualified contractor:** means a contractor who has applied for and been granted a rating or ratings in accordance with the Township qualification procedures.
- f. **Township:** means the Township of Rideau Lakes and its successors, assigns and "Owner". In this document it may be referred to as the Township.
- g. **Owner:** means the party to the Contract whom the Work is being performed.
- h. **Worker:** means a competent person that is trained, knowledgeable and capable of completing defined work at a productive rate deemed reasonable by the Roads Coordinator.
- i. **Specifications, the Special Provisions:** the "Instructions to Bidders", any other documents listed in the Tender and any Addenda thereto issued by the Township.
- j. **Business Day:** means any day which is not (i) a Saturday or a Sunday or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable to the Province of Ontario.
- k. **Commercial Motor Vehicle:** is as defined under section 16 of the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.
- l. **Contract:** means this maintenance contract that defines the undertaking by the Township and the Contractor to perform their respective duties, responsibilities and obligations.
- m. **Non-qualified contract:** means a contract that is not tendered in accordance with the Township qualification procedures.
- n. **Qualified contract:** means a contract that is tendered in accordance with the qualification procedures administered by the Township.
- o. **Work:** means the total services required by the contract documents.
- p. **Working Area:** means all the lands/easements owned/acquired by the Twp for the Work.

2.0 Information to Bidder

Inquiries During Tender Period

All inquiries relative to these Tender documents shall be directed to Dan Chant, Roads Coordinator at dchant@rideaulakes.ca or call 1-800-928-2250 Ext 227.

No information provided orally by the Township shall be binding, nor shall it alter the requirements in any way.

Bid Submission

The Bidder shall comply with the following instructions. Those failing to do so may be subject to disqualification.

Bids shall be made in the format specified in this section, include the forms in Section 4, and fully contemplate the Special Provisions for Tender outlined in Section 3.

The forms supplied by the Township **must** be used and are to be submitted **by email to: dchant@rideaulakes.ca** with the **Subject Line: 'PW2022-6'**. No sealed/hard copy submission is required.

Bids will be received until 11:00a.m. E.S.T., February 16, 2022. It is the Bidder's responsibility to ensure that the bid submission is received by the Township prior to the submission deadline.

It is the Bidder's responsibility to ensure that the Tender is received by the Roads Coordinator prior to the submission deadline.

All proposals received will be held, unopened, and in strict confidence until after the closing date and time.

All entries must be clear and legible and made in ink. All items shall be bid according to any instructions in this document and with entries made for unit price, lump sum, extensions and totals as appropriate.

Tenders that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected. Erasures, overwriting or strikeouts are to be initialed by the person signing for the Bidder.

The forms must be signed in the space provided by an authorized official of the Bidder. If a joint bid is submitted, it must be signed on behalf of each Bidder.

The Contractor shall complete and submit the following documentation with the tender:

- Form "A" Contractor's Information Form
- Form "B" Occupational Health and Safety Statutory Declaration
- Form "C" Unit Price Bid Form
- Form "D" Declaration of Contract Offer
- Form "E" Tax Compliance Declaration
- Bid Deposit Cheque

Price Submission

The price shall include total costs, in Canadian Dollars. All prices in Form "C" Unit Bid Price Form shall not include HST.

Cost of Submission

The Township will not be liable nor reimburse any Bidder for any costs incurred in developing a submission, attending meetings/interviews, demonstrating the goods and or services, legal services, or any other services that may be required in responding to this Tender.

Alteration to Bid Submission

A tender price may be altered by submitting another Form "C" Unit Bid Price Form at any time, up to the specified time and date for the closing. The last Form "C" Unit Bid Price Form received shall supersede and invalidate all previously submitted by the Bidder.

Withdrawal of Bid Submission

A Bidder who has submitted a response to this Tender may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions;

- 1 The Tender closing date and time has not passed. There shall be no withdrawals of submissions allowed after the closing date and time for receiving bids;
- 2 The request is made in writing on the Bidder's letterhead and signed by a senior official of the Bidder, and include his direct contact information; and
- 3 The request is made to the Roads Coordinator by email or by hand.

In all cases, a request for the withdrawal of a submission will be verified by the Township of Rideau Lakes, by way of a telephone call to the senior official representing the Bidder and making the request, to confirm the withdrawal.

All confirmed requests for withdrawal will be placed on record and the associated submission shall be given no further consideration. Tender prices withdrawn under this procedure shall not be reinstated.

Withdrawal of tender prices subsequent to the opening of the Tender or frequent refusal to accept work would be reviewed by the Township and may impact the Bidder's privilege to submit a Tender to provide services of this nature in the future.

Unbalanced Bids & Bids with Discrepancies

Bids that contain prices, which appear to be so unbalanced that they may adversely affect the interests of the Township, may be rejected; the Bid shall be a reasonable price for such Work.

Wherever the amount for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly.

Mathematical discrepancies shall be corrected by the Township, by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

Bidders with submissions that have been rejected by the Township, shall be notified of the reasons within 10 Days of the specified time and date for closing.

Bids that contain prices that appear to be so unbalanced that they may adversely affect the interests of the Township of Rideau Lakes may be rejected. Each item Bid shall be a reasonable price for such Work.

Acceptance or Rejection of Service Tender Prices

The Township reserves the right to reject any or all Bids, for any reason whatsoever and to accept only bids considered best for its interest and to waive formalities as the interests of the Township may require, without stating reasons. Therefore, the lowest or any Bid may not necessarily be accepted.

Bids not accompanied by a certified cheque in the required amount may be rejected.

The Township shall not be liable for any costs, expense, loss or damage incurred, sustained or suffered by any Bidder prior to, or subsequent to, or by reason of the

acceptance or the non-acceptance by the Township of any bid or by reason of any delay in the acceptance of a Bid, unless as specifically provided in the Tender Documents.

The price shall be irrevocable for a period of thirty (30) days following the date of closing.

Cancellation of Tender

This Tender has been prepared with the intention of proceeding with acceptance of the lowest responsible price, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Township may be unable to award this Tender. The bidders agree to save harmless, the Township, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

The Township reserves the right to discontinue this Tender process and review at any time and not move forward with awarding a contract. This tender may be cancelled by the Township, upon 30 days written notice to all Bidders.

Tender Deposit

Each bid submission shall include a tender deposit in the form of a 10% Bid Bond or a Certified Cheque, made payable to the Township of Rideau Lakes, equal to, or greater than, the amount shown in the following table and must be enclosed in the same envelope as the tender.

Total Tender Amount	Deposit Amount Required
\$20,000.00 or less	\$500.00
\$20,000.01 to \$50,000.00	\$1,000.00
\$50,000.01 to \$100,000.00	\$2,000.00
\$100,000.01 to \$250,000.00	\$9,000.00
\$250,000.01 to \$500,000.00	\$19,000.00
\$500,000.01 to \$1,000,000.00	\$40,000.00

Release of Tender Deposit

The Tender Deposits of all Bidders except the low Bidder shall be returned within 10 Days of the tender closing.

Where the low Bidder has not been notified within 30 Days after tender opening that its Bid has been accepted, application may be made to the Township for the return of the Tender Deposit.

The successful Bidder's Tender Deposit shall be returned after the executed agreement and other applicable documents have been received by the Township.

The Tender Deposit may be forfeited if the successful Bidder fails to return the applicable documents to the Roads Coordinator, within (7) seven days of receipt.

Security/Bonding Requirements (Successful Bidder Only)

If the Total Award Price to a successful bidder is **less than \$25,000**, Performance and Payment Bonds are not required. **[However, the Contractor will be required to submit a Letter of Credit or a Certified Cheque in the amount of \$5,000.00].**

If the Total Award Price to a successful bidder is **greater than \$25,000**, one of the following three (3) surety options shall be furnished by the Contractor prior to acceptance of the contract by the Township:

- 1 A Performance Bond for **25%** of the amount of tender **and** a Payment Bond for **25%** of the amount of Total Tender Price, issued by an approved guaranty company on bond forms supplied to such companies by the Township,
- 2 Two (2) Letters of Credit each equivalent to **25%** of the amount of the Total Tender Price,
- 3 Two (2) Certified Cheques each equivalent to **25%** of the amount of the Total Tender Price.

In the case of Option 1, the Payment Bond will be retained by the Township for 120 Days after Final Completion of the Work. For Options 2 and 3, one Letter of Credit or one Certified Cheque will be retained by the Township for 120 Days after Final Completion of the Work.

Tender Award Procedures

The Township shall notify the successful Bidder that the Bid has been accepted within 30 Days of the tender closing.

Notice of acceptance of Bid may be by telephone, fax transmission or by mail.

The successful Bidder shall deliver by hand or by mail within seven (7) days of receiving written notice, the following documents:

- ❖ Performance and Payment Bonding in the prescribed amount,
- ❖ Current Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB;
- ❖ Satisfactory proof of Insurance in accordance with this Tender;
- ❖ Current Level 2 CVOR Abstract

Following receipt of the properly executed documents, the Contractor will receive authority to proceed with the Work.

Performance Evaluation

The Township may evaluate the performance of the Contractor when the Contract is completed or terminated. The Contractor's performance shall be rated on a scale of 1-5, where 1 - very poor, 2 - below average, 3 - average, 4 - good and 5 - excellent, under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedure (OH&SA)
- f) Traffic Management
- g) Organization, Co-ordination and Efficiency
- h) Environmental Compliance (if applicable)

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.

A copy of the completed Contractor's Evaluation Report shall be sent to the Contractor. If the Contractor disagrees with any portion of the Contractor's Evaluation Report, he shall advise the Contract Administrator of his specific objections, in writing, within 20 days of the date of the report.

Once an objection is received, the Roads Coordinator shall advise the Contractor, in writing, within 20 days of the date of the objection if the objection has been dismissed and the reasons or affirm all changes to the Contractor's Performance Evaluation.

If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Roads Coordinator may disqualify the Contractor from Bidding on Township Tenders for a period of up to two years from the date the Tender was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Township in respect of the Contractor's Performance Evaluation shall be final and binding for all purposes.

Insurance – Liability, Automotive and Non-Owned Automobile Insurance

Without in any way limiting the liability of any successful vendor, the vendor shall:

- 1 Maintain and keep in force during the term of the contract, General Liability Insurance protecting the contractor's liability, legal or assumed, under the contract for all claims arising from personal injury to members of the public, damage to property of public including loss of use of such property and the minimum insurance shall be \$5,000,000.00.
- 2 Maintain and keep in force during the term of the contract, automobile and non-owned automobile insurance on all vehicles used in connection with the work under this contract. Such insurance is to carry the minimum limit of \$2,000,000.00.
- 3 Maintain and keep in force during the term of the contract, Contractor's contingent liability insurance, covering the liability of the Contractor under this contract in respect to his sub-contractor's same limits as required in Clause (a).
- 4 Deposit with the Township of Rideau Lakes, before commencing any work under this contract, a certificate of insurance detailing the coverage and expiry date for all policies duly executed by the insuring company stating that if said policies are cancelled or changed in any manner, sixty (60) days written notice of such change or cancellation will be given to the Corporation of the Township of Rideau Lakes, Clerk, Delta Ontario. The Township shall be shown as an additional insured.

Workplace Safety Insurance Act

Any successful vendor is required to comply with all the regulations of the Workplace Safety and Insurance Board (WSIB) in respect to the contract work and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the Township of Rideau Lakes, and maintain good standing with the WSIB throughout the contract period.

Contractor's Liability

Any successful vendor shall be liable for all injuries and/or death to persons and for damage to property caused by his/her operations and those of sub-contractors and their employees engaged on and off site; and shall indemnify and save harmless the Township of Rideau Lakes from all suits and actions for damages and costs to such damages to property of others as well as the Township, resulting from negligence, poor workmanship and materials, as well as any cause whatsoever in the performance of the work.

Terms of Payment and Invoices

The Township shall pay for the Work upon completion and receipt of an itemized invoice sent Dan Chant, Roads Coordinator, at the Township of Rideau Lakes,

dchant@rideaulakes.ca . Generally, the Township of Rideau Lakes' terms of payment are net thirty (30) calendar days upon completion of work and receipt of invoice.

The Township may hold back 10% of each invoice or until such time proof of material quality and specification is provided to the Roads Coordinator by the Contractor. The Township, at its own expense, reserves the right to have the material tested at an independent Laboratory.

3.0 Schedule of Provisions, Plans, Standard Drawings, Specifications and General Conditions for Tender

The Work

The work specified in this Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions for **TENDER PW2022-6**

A. NON-STANDARD SPECIAL PROVISIONS:

1) NON-STANDARD SPECIAL PROVISIONS

B. SPECIAL PROVISIONS:

- 1) PROTECTION OF PUBLIC TRAFFIC
- 2) LIQUIDATED DAMAGES

C. PLANS: - N/A

D. STANDARD DRAWINGS:

DWG. NO.	REV. NO.	DWG. NO.	REV. NO.	DWG. NO.	REV. NO.	DWG. NO.	REV. NO.
N/A		N/A					

M - Modified Drawing

E. SUPPLEMENTAL SPECIFICATION:

F. STANDARD SPECIFICATIONS:

SPEC. NO.	DATE (MM YY)	SPEC NO.	DATE (MM YY)	SPEC. NO.	DATE (MM YY)	SPEC. NO.	DATE (MM YY)
<u>OPSS</u>							
0102	11 18	0304	11 16	0543	11 10		
0127	12 21	0336	11 18	1001	11 21		
0128	04 06			1103	11 13		
0180	11 16						

G. GENERAL CONDITIONS:

MTO General Conditions of Contract, April 2003

A. NON-STANDARD SPECIAL PROVISIONS
AMENDMENT TO OPSS 304, JUNE 1988
Non-Standard Special Provision

March, 1999

Aggregates for Single and Double Surface Treatment

OPSS 304, Construction Specification for Single and Double Surface Treatment is modified by the following:

Section 304.01 Scope is deleted and replaced by:

304.01 SCOPE

This specification covers the requirements for surface preparation, application of bituminous binder, and application of aggregate for single and double surface treatment.

304.02 REFERENCES

This special provision refers to the following standards, specifications, or publications:

Ontario Provincial Standard Specifications, Material:

OPSS 1001 - Aggregates - General

OPSS 1103 - Emulsified Asphalt

Section 304.03 Definitions is deleted and replaced by:

304.03 DEFINITIONS

For the purpose of this specification, the following definitions apply:

Binder: means an emulsified asphalt with polymer modification used to bind aggregates.

Double Lap: means the coverage produced from the application of binder where the binder from each spray bar nozzle overlaps the binder application from the adjacent nozzle by one half.

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 6 aggregate.

304.05 MATERIALS

304.05.01 Binders

Binders shall be according to OPSS 1103.

304.05.02 Aggregates

304.05.02.01 General

The requirements of OPSS 1001 shall apply to this work. Aggregates shall conform to this special provision when tested according to the MTO Laboratory Testing Manual 'LS' test number identified herein.

Steel slags, iron blast furnace slags, nickel and copper slags are not acceptable for use as surface treatment aggregates.

Irrespective of compliance with the physical requirements, aggregate may be accepted or rejected on the basis of field performance.

304.05.02.02 Gradation Requirements

Aggregate shall be consistently graded, meeting the requirements of Table I.

304.05.02.03 Physical Requirements

The physical requirements of the aggregates shall be according to Table II.

Section 304.08 Quality Assurance/ Quality Control is added as follows:

TABLE I - GRADATION REQUIREMENTS (LS-602)						
MTO Sieve Designation	Percent Passing by Mass					
	Class 1 (note 1)	Class 2	Class 3 (note 2)	Class 4	Class 5 (note 1)	Class 6 (note 3)
19.0 mm	—	100	100	---	---	---
16.0 mm	---	98-100	96-100	---	---	100
13.2 mm	100	75-95	67-86	---	---	96-100
9.5 mm	75-100	50-80	29-52	100	100	50-73
6.7 mm	0-40	---	---	---	40-85	---
4.75 mm	0-10	25-50	0-10	70-100	5-25	0-10
2.36 mm	---	---	---	10-100	0-10	---
1.18 mm	---	10-40	---	5-90	0-5	---
600 µm	---	---	---	3-70	---	---
300 µm	---	2-20	---	2-40	---	---
150 µm	---	2-13	---	0-15	---	---
75 µm	note 4	2-7	note 4	0-7	note 4	note 4

Notes for Table I:

Note 1: Class 1 and Class 5 aggregates shall be washed according to OPSS 1001.

Note 2: Class 3 aggregate has the same gradation requirements as HL4 coarse aggregate.

Note 3: Class 6 aggregate has the same gradation requirements as HL3 coarse aggregate.

Note 4: Class 1, 3, 5 and 6 requirements for percent passing 75 µm are given in Table II.

OPERATIONAL CONSTRAINTS

Structures

The surface treatment operation shall not be applied over any bridge structures within the contract limits. The operation shall cease and subsequently resume at the approach slab location of each structure.

Urban Drainage Systems

The Contractor shall devise and utilize a method of covering and/or protecting drainage structures such as catch basins and manholes from the surface treatment operation.

Upon completion of the surface treatment operation, the Contractor will be responsible for ensuring the curb and gutter systems & paved sidewalk areas are free from surface treatment debris.

SINGLE AND DOUBLE SURFACE TREATMENT AND WARRANTY CLAUSE **NON-STANDARD SPECIAL PROVISION**

January 1996

1.0 DESCRIPTION

The Contractor shall provide a single and double application of binder and aggregate of surface treatment in accordance with contract provisions and warrant the work for 12 months.

2.0 MATERIAL REQUIREMENTS

2.1 Asphalt Binder

The Contractor shall issue a Certificate of Compliance that the material conforms to OPSS 1103, as determined by an approved laboratory in Ontario's inter-laboratory correlation program. **Asphalt binder shall be a HF 150 P Emulsion.**

2.2 Aggregates

The Contractor shall issue a Certificate of Compliance that the material conforms to OPSS 1003, as determined by an approved laboratory in Ontario's inter-laboratory correlation program.

Aggregates for the first application (first pass {Binder}) shall be Class 2.

Aggregates for the second application (second pass {Surface}) shall be Class 6.

Aggregates for single surface treatment shall be Class 6.

2.3 Design

The Contractor shall design the type of asphalt binder and aggregate and their application rate to ensure satisfactory performance.

3.0 GRADE AND DRAINAGE PREPARATION

When the grade/drainage has not been prepared by the Contractor, deficiencies that may affect the warranty should be pointed out to the Townships prior to the start of surface treatment, allowing sufficient time for these to be corrected.

4.0 CONSTRUCTION CRITERIA

The completed surface course shall be free of flushing, streaking or loss of cover aggregate (including delamination) as described by the Ministry of Transportation of Ontario's, Manual for Condition Rating of Surface Treated Pavement (SP-021).

5.0 WARRANTY REQUIREMENTS

5.1 Warranty Period

The warranty shall begin on the date of the completion of the work. The warranty will end 12 months from the start of the warranty period. Any repair work shall be completed prior to the end of the warranty period.

5.2 Completion of Warranty Period

The Final Acceptance Document for this contract will not be issued until all of the performance requirements as per Section 6.0 and including any repairs for the 12-month warranty are satisfied. At this time, the Letter of Credit will be returned to the Contractor.

6.0 Performance Requirements

Any materials used in repair/replacement surface treatments shall be consistent with those originally specified in the Contract. The use of alternate aggregates, meeting the requirements of OPSS 304 and OPSS 1003 in the repairs/replacement surface treatments, shall be approved by the Township.

Snowplow damage shall be excluded as a cause for warranty repair/replacement.

A distress survey shall be completed by the Township prior to the end of the 12-month warranty period. The results of both surveys will be sent to the Contractor.

The Township will determine the types of distress, their severity, their extent and the exact dimensions of any warranty repairs/replacement.

All repair/replacement areas shall not have transverse or longitudinal ripples of 6 mm or more as measured with a 3 meter straight edge.

The following table indicates the performance requirements by the end of the warranty period and the necessary repair/replacement methods, where required. The descriptions of the surface defects and severity are in accordance with the Ministry Of Transportation of Ontario, Manual for Condition Rating of Surface Treated Pavements (SP-021).

SURFACE DEFECTS	SEVERITY	DENSITY OR EXTENT (per 100m of lane length)	REPAIR/REPLACEMENT METHOD
Loss of Cover Aggregate	slight	intermittent, frequent or extensive	none
	moderate/severe	intermittent or frequent	patching and then a single surface treatment of affected area manually or by machine
	moderate/severe	extensive**	patching and then a single surface treatment of affected area
	slight	intermittent, frequent or extensive	none
	moderate	intermittent*** frequent** or extensive**	lean single surface treatment of affected area

Flushing	severe	intermittent***	removal and replacement of the double surface treatment of affected area
		frequent** or extensive**	removal and replacement of the double surface treatment of affected area
Streaking	slight	intermittent, frequent or extensive	none
	moderate	intermittent***, frequent** or extensive**	single surface treatment of affected area
	severe	intermittent***	compacted aggregate curtain or sand seal followed by single surface treatment of affected area
		frequent** or extensive**	compacted aggregate curtain or sand seal followed by single surface treatment of affected area

NOTE:

** Area of the repair/replacement shall not be less than one lane width x 50 m in length.

*** Area of the repair/replacement shall not be less than one lane width x 10 meters in length. If there is less than 10 meters between two sections in the lane designated for repair/replacement, the repair/replacement shall be continuous.

7.0 MEASUREMENT FOR PAYMENT

7.1 Surface Treatment

Measurement will be by the horizontal area in square meters of double surface treatment placed.

B. SPECIAL PROVISIONS

1. PROTECTION OF PUBLIC TRAFFIC

Special Provision No. 100F08

April 2003

Restrictions on Construction Operations

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out during the following periods:

Sunday – All Day

All Canadian Statutory and Civic Holidays – All Day

Location and Storage of Materials and Equipment

Materials shall not be stored within 4 m of the traveled portion of any roadway. Equipment shall not be stored within 4 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense,

remove any vehicle, equipment or material which, in the opinion of the Townships constitutes a traffic hazard or obstruction to maintenance operations.

Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the section entitled "Restrictions on Construction Operations".

2. LIQUIDATED DAMAGES

Special Provision No. 100F10

April 2003

Fixed Completion Date and Charges

1. **Time** - Time shall be the essence of this Contract.
2. **Progress of the Work and Time for Completion** - The Contractor shall complete this Contract in its entirety by **July 31, 2022**.

If this time limit 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 additional and/or augmented daylight and night shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure 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 compensation will be allowed, therefore.

3. Liquidated Damages

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not finished or completed within the date of completion specified aforementioned or as extended in accordance with subsection GC3.07, Extension of Contract Time, of MTO General Conditions of Contract, April 2003, 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 **\$500.00** as liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owners that will accrue during the period in excess of the prescribed date of completion.

Basis of Payment

Payment at the tender price for the above tender item shall include full compensation for all labour, equipment and materials to do the work, including any repairs/replacement carried out as a requirement of the warranty.

4.0 Submission Forms

FORM "A" CONTRACTOR'S INFORMATION FORM PW2022-6

Company _____

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

Address _____

City _____ Postal Code _____

Telephone _____ Fax _____

Name _____

Name of Person Signing for Firm (please print) _____

Position _____

Email _____

Signature _____

HST No. _____

Dated at _____ this _____ day of _____, 2022.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER

**FORM "B" OCCUPATIONAL HEALTH AND SAFETY
STATUTORY DECLARATION
PW2022-6**

The Township of Rideau Lakes is obligated to ensure that the Work completed by the Contractor is undertaken in a safe manner. Before awarding this Contract, the Township of Rideau Lakes must be satisfied that the Tenderer has available resources and understands the Work adequately to be able to complete the undertaking to meet the Township's obligation. The Contractor shall complete, including a signature, and submit this form with this Tender envelope.

The Owner reserves the right to reject any Bid for tendered Work if the information herein is not complete or specific to the operation or does not meet an adequate level, as determined by the Owner. If necessary, the Owner also reserves the right to address with the low Bidder, minor deficiencies with the information provided and require the bidder to make the necessary changes to this information. Any additional equipment, labour or material adjustments required by the Owner shall not increase the Bid price.

The Township retains the right to negotiate with suppliers on any procurement.

In submitting this proposal, I/we, on behalf of

(Legal Name of Company)

Certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

Dated at _____ this _____ day of _____ 2022.

Authorized Signing Officer (please print)

Title

Signature

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FORM "C" UNIT BID PRICE FORM
PW2022-6
(page 1 of 2)

In accordance with the Tender Documents, the Contractor hereby offers to complete the Work specific in the contract for the following prices for:

ITEM 1

SINGLE SURFACE TREATMENT with FOG SEAL (width of application shall be 6.1m unless otherwise specified by the Roads Coordinator)

SPEC.	ROAD	UNIT	QUANTIT Y	UNIT PRICE EXCLUDING HST	TOTAL
304 SP	Mahon Road	m ²	18,300		
304 SP	Fyran Road	m ²	5,490		
304 SP	Youngs Hill Road	m ²	6,100		

Item 1 Sub-Total \$ _____

Company Name: _____

Dated at _____ this _____ day of _____, 2022.

Bidder's Signature: _____

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FORM "C" UNIT BID PRICE FORM
PW2022-6
 (page 2 of 2)

ITEM 2

DOUBLE SURFACE TREATMENT with FOG SEAL (width of application shall be 6.1m unless otherwise specified by the Roads Coordinator)

SPEC.	ROAD	UNIT	QUANTIT Y	UNIT PRICE EXCLUDING HST	TOTAL
304 SP	9 th Con. Road	m ²	793		
304 SP	Summers Road	m ²	15,600		
304 SP	Townline Road	m ²	7,320		

Item 2 Sub-Total \$ _____

ITEM 3

MICRO SURFACING

Pricing for Micro Surfacing shall include a full scratch coat.

SPEC.	ROAD	UNIT	QUANTITY	UNIT PRICE EXCLUDING HST	TOTAL
336 SP	Townline Road	m ²	24,250		
336 SP	Foresters Landing	m ²	2,440		

Item 3 Sub-Total \$ _____

SUB-TOTAL TENDER PRICE (Items 1-3) \$ _____

HST \$ _____

TOTAL TENDER PRICE (Items 1-3) \$ _____

Company Name: _____

Dated at _____ this _____ day of _____, 2022.

Bidder's Signature: _____

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**FORM "D" DECLARATION OF CONTRACT OFFER
PW2022-6**

The Contractor has carefully examined the Tender Documents and has carefully examined the site and location of the Work to be completed under this Contract, and the Contractor understands and accepts the said tender documents and, for the prices set forth in this Bid, hereby offers to furnish all labour, material and equipment, except as otherwise specified in the Contract, and to complete the Work in strict accordance with the tender documents.

The Bidder expressly warrants that the prices contained in his Bid, whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Township of Rideau Lakes into accepting his Bid as a truly competitive Bid, whether to the prejudice, injury or benefit of the Township.

THE CONTRACTOR BY THIS BID OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

DATED AT: _____ this _____ day of _____, 2022.

**Contractor signs here and Position
Seal where Applicable**

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**FORM "E" TAX COMPLIANCE DECLARATION
PW2022-6**

I/We hereby certify that, _____ at the time of submitting this
(Legal Name of Company)

tender, is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at _____ this _____ day of _____ 2022.

(An Authorized Signing Officer)

(Title)

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