



**Street Sweeping  
Forms**

**Tender T-PW-19-04**

**General**

**Tender T-PW-19-04**

Project: Street Sweeping  
Authority: Township of Cavan Monaghan  
Contract Administrator: Township of Cavan Monaghan  
Mr. Wayne Hancock  
Director of Public Works  
988 County Road 10  
Millbrook, Ontario, L0A 1G0  
Telephone: 705-932-9327 Fax: 705-932-3458

Tenderer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (Include Postal Code)

\_\_\_\_\_  
Telephone and Fax Numbers

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Position of Person Signing

Tenders Received By: Wayne Hancock  
Director of Public Works  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, Ontario, L0A 1G0

To: Mayor and Members of Council  
Re: Road Sweeping

Dear Mayor and Members of Council:

I/We, the undersigned, having carefully examined the site of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions attached hereto, each and all of which form part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in this Tender.

I/We understand and agree that the quantities shown in this tender are approximate only and may be increased, decreased or deleted entirely at the discretion of the Contract Administrator.

Attached to the Tender is a certified cheque, or a Bid Bond, or a Letter of Credit in the amount of 10% of the total tender, made payable to the Township of Cavan Monaghan, the proceeds of which, upon acceptance of this tender, shall constitute a deposit which may be forfeited to the Township of Cavan Monaghan if I/We fail to fulfil the conditions and specifications as set out herein.

I/We hereby agree that notification of acceptance of this tender shall be in writing, and may be sent prepaid post, and if sent prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We agree that the work specified in the contract will be performed in strict accordance with the following conditions, specifications and provisions:

- A. General Conditions
- B. Contract Specifications
- C. Special Provisions

Signed at the Township Office of Cavan Monaghan in the County of Peterborough

this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Signature of Corporation Witness

\_\_\_\_\_  
Signature of Contractor or Seal of Firm  
& Position Held

The total tender price is composed of the hourly rate of two sweepers for 350 hours per sweeper:

	<b>Hourly rate per sweeper unit</b>	<b>Subtotal for two sweeper units (hourly rate x 350 x 2)</b>	<b>HST @ 13%</b>	<b>Total Annual Cost (Includes both sweepers)</b>
<b>Year 1 – 2019</b>				
<b>Year 2 – 2020</b>				
<b>Year 3 – 2021</b>				

**Provisional Item A**

	<b>Hourly rate for flusher truck (not including HST)</b>
<b>Year 1 – 2019</b>	
<b>Year 2 – 2020</b>	
<b>Year 3 – 2021</b>	

**Provisional Item B**

	<b>Daily rate for Tandem truck to haul material and dispose at Township Pit (not including HST)</b>
<b>Year 1 – 2019</b>	
<b>Year 2 – 2020</b>	
<b>Year 3 – 2021</b>	

**Please note that work in 2020 and 2021 will be subject to Council approved budget and funding.**

The Authority reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time.

In order to aid the Authority in determining the ability of each Tenderer, the Tenderer shall complete the following:

Statement "A" stating the Tenderer's experience in similar work which he/she has successfully completed.

Statement "B" giving a list of the Tenderer's senior supervisory staff with a summary of the experience of each.

Statement "C" giving the location and description of the construction equipment which the Tenderer proposes to use, the equipment he/she has available or under his/her control, the equipment to be rented, and the plant equipment to be purchased.

The work specified in the Contract shall be performed in strict accordance with the following Schedule:

- A. Tender Form                      General                                      Pages 2 and 3  
   Itemized Bid                                      Page 4  
   Contractor's Plant & Experience                      Page 5  
   Schedule of Tender Data                      Page 6
  
- B. Instructions to Tenderers                                      Pages 7 - 11
  
- C. Special Provisions                                      Pages 12 - 13

It shall be the Contractor's responsibility to obtain the applicable edition of the following Ontario Provincial Standard Specifications.

<b>OPSS No.</b>	<b>Date</b>
2501	Current
506	Current
102C	Current

The Contractor, by this Tender, offers to complete the work of this Contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/we hereby identify this as the Schedule of Tender Data, Plans and Specifications, for Tender T-PW-19-04, executed by me/us bearing date this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

(Company Seal)

Name of Firm: \_\_\_\_\_



**Street Sweeping  
Instructions to Tenderers**

**Tender T-PW-19-04**

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Instructions to Tenderers  
Tender T-PW-19-04

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**1. General**

**Sealed Tenders** plainly marked "Tender T-PW-19-04 Street Sweeping" will be received until: 11:00 a.m., Local time, Wednesday, March 20, 2019 and shall be addressed to:

Mr. Wayne Hancock  
Director of Public Works  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, Ontario, L0A 1G0

**2. Blank Form of Tender**

One copy of the Tender, on the forms provided, shall be submitted. All information requested shall be shown in the Tender, in the space provided and shall be typed or printed in ink.

**3. Tender Opening**

Tenders will be opened at 11:10 a.m., Local time, Wednesday, March 20, 2019 in the Council Chambers, 988 County Road 10, Millbrook, Ontario, L0A 1G0

**4. Tender Deposits**

All Tenders shall be accompanied by a certified cheque, or a Bid Bond, or a Letter of Credit for an amount equal to at least 10% of the Total Tender Amount, made payable to the Township of Cavan Monaghan, as a guarantee for the execution of the contract.

Bid deposits will be returned to all unsuccessful tenderers by courier or will be available for pick-up by the Bidder within twenty (20) working days after the Tender has been awarded and approved by Council. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt.

The Authority will retain the successful Tenderer's deposit until all conditions outlined in the Tender Documents have been fully completed to the satisfactory of the Contract Administrator.

**5. Right to Accept or Reject Tenders**

Council shall make the final determination as to awarding of all tenders. The lowest tender, or any tender, not necessarily accepted, Appendix 'B' of Purchasing By-law No. 2019-12 outlines the Bid Irregularities and direction of use. The By-law can be found on the Township of Cavan Monaghan website at <http://cavanmonaghan.net/en/servingyou/bidsandtenders.asp>

**6. Unacceptable Tenders**

Each item in the Tender Form shall include a reasonable price for such item. Under no circumstances will a Tender with a bid irregularity be considered. The Treasurer and/or CAO or designate will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity identified in Appendix 'B' of Purchasing By-law No. 2019-12.

**7. Ability and Experience of Tenderer**

The Authority reserves the right to reject any Tender where satisfactory evidence of sufficient capital, plant and experience to successfully performed and complete the work in the specified time, is not furnished by the Tenderer.

**8. Harmonized Sales Tax**

The Harmonized Sales Tax shall not be included in Tendered prices for material supplied under this Contract.

**9. Execute Contract**

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the Tender may only be accepted with the consent of the successful Tenderer.

**10. Location**

The work is located on various roads within the boundaries of, and under the jurisdiction of, the Township of Cavan Monaghan. A list of roads will be provided by the Director of Public Works.

**11. Tenderers to Investigate**

Tenderers must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Tenderer shall carefully examine all plans and profiles so that the unit prices Tendered are commensurate with the nature of the work.

**12. Inquiries During Tendering**

The Tenderer is advised that inquiries regarding the interpretation of the plans or specifications, shall be directed to the Contract Administrator, the Township of Cavan Monaghan, Telephone: 705-932-9327, Attention: Wayne Hancock, Director of Public Works.

**13.a Award of the Contract**

The award of this Contract is subject to the approval of the Council of the Township of Cavan Monaghan.

**13b. Contract Renewal Option**

Where a contract contains a Municipal option for renewal, Council shall decide whether the option should be exercised. The second and third year is subject to Council approval as per 7.2 of Purchasing By-law No. 2019-12.

**14. Definition of Owner/Authority and Engineer/Contract Administrator**

Wherever the word "Owner" or "Authority" or "Corporation" appears in this Tender, it shall be interpreted as meaning the Township of Cavan Monaghan.

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

Wherever the work "Contract Administrator" or "Engineer" appears it shall be deemed to mean the Director of Public Works or such other officers as may be authorized by the Authority to act in any particular capacity.

**15. Addenda**

The Contractor shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

**16. Liability Insurance**

The successful bidder shall deliver a certified copy of his/her company or firm's Public Liability and Property Damage Insurance policy within 10 (ten) calendar days of receiving notice of acceptance. Coverage shall be a minimum of \$5,000,000 per accident in the name of the Township of Cavan Monaghan. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit.

**17. Proof of Workplace Safety & Insurance Coverage**

The successful bidder shall provide proof of Workplace Safety & Insurance Coverage within ten (10) calendar days of receiving acceptance notice. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit.

**18. Withdrawal of Tenders**

A bidder may withdraw his/her Tender upon delivering a letter of withdrawal at least two (2) hours prior to the closing date and time.

**19. Notification of Acceptance**

Notification of Acceptance of Tender shall be by telephone and written form. The date of Acceptance of Tender shall be the date said notice is mailed to the successful bidder.



**Street Sweeping  
Special Provisions**

**Tender T-PW-19-04**

1. Please quote hourly rate price to sweep locations identified in the roads map available in the Public Works Department.
2. The Contractor will provide traffic control.
3. The Contractor will provide two sweepers for the duration of the work. Sweeper must be able to dump into tandem truck.
4. The Contractor is to provide water truck and distribute water for sweeping and water ahead of sweeper for dust control. This equipment supply will be included in unit hourly price. The actual water supply will be provided by the Township.
5. The contractor is to provide an hourly rate for the use of a flusher truck. Flusher truck is to be provided for duration of the street sweeping and as directed by the Township.
6. The contractor is to provide an hourly rate for the use of a tandem truck. A tandem truck is to be provided for duration of the street sweeping.
7. Work to be completed by means of a mechanical sweeper capable of dumping into a tandem truck. Tractor mounted sweepers are not acceptable for use.
8. Sweeping work to be done to the owner's satisfaction.
9. Sweeping shall commence as soon as possible, based on the spring conditions, and be finished by the long weekend in May 2019, 2020 and 2021.
10. Once sweeping operations commence, they are to be continuous until the work is completed.
11. Any additional sweeping requested by the owner will be paid at the requested quoted hourly rate for additional work.
12. Base hourly rate on approximately 350 hours of work each year for 2019, 2020 and 2021.
13. Payment will be made on actual hours worked.
14. This is a three-year tender with the second and third year subject to Council approval as per 7.2 of Purchasing By-law No. 2019-12.



**Street Sweeping  
General Conditions**

**Tender T-PW-19-04**

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**General Conditions**

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**1. Contractor's Equipment**

The Contractor shall ensure that any and all equipment, whether owned, rented or contracted, shall be mechanically fit and capable of performing the work specified in this tender.

The Contractor shall ensure that his employees, agents or subcontractors shall be properly trained to perform the work specified in this tender.

**2. Occupational Health and Safety Compliance**

The Contractor and his/her agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations for Construction Projects and Works.

**3. Federal, Provincial, Municipal Laws**

The Contractor and his/her agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-laws.

It shall be the Contractor's responsibility to obtain the current revisions of applicable Acts, Laws and By-laws.

**4. General Contractor Definition**

The person or company signing this tender shall be considered the General Contractor.

**5. Township of Cavan Monaghan Indemnification from Liability**

In and during the performance of the work, the Contractor shall indemnify and save harmless the Township of Cavan Monaghan from and against all claims demands, losses, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed any such damage, injury or infringement.

**6. Supply of Materials**

The contractor shall supply all materials required to complete the work specified in the tender. The payment provided in the Tender shall be deemed to include full compensation for the supply of said materials.

**7. 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 the result of the Contractor's operations that cause, or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990. This reporting shall not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.



**8. Method of Payment**

During or upon completion of the work on the Contract, the Contractor shall submit an invoice to the Township of Cavan Monaghan at least once each month. Such invoice shall specify the amount of work done and locations completed, materials supplied and the value thereof according to the terms of the Contract and shall include all applicable taxes. All materials invoiced shall be supported by corresponding weight tickets.

Payment at the tendered price shall be deemed to be compensation in full for all work, materials, labour and equipment necessary to complete the work in accordance with the provisions of this tender. Terms shall be thirty (30) days net from the date the Contractor's invoice is received by the Township of Cavan Monaghan.

The Township shall hold back 10% on each progress payment to the tenderer until the end of the project such that the accumulated holdback will represent 10% of the total contract price. Upon final inspection and approval, by the Public Works Director, the 10% holdback will be released to the tenderer.

**9. Contract Schedule**

Work on the contract shall commence as requested and shall be completed as requested.

**10. Damage to Highways**

If, in the opinion of the Director of Public Works, or his/her agent, damage is being done, or is likely to be done, to any highway, or any improvement thereon, other than such as is part of the work, by the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, at the direction of the Director of Public Works, or his agent, at the contractor's own expense, makes changes in, or substitutions for such vehicles and, or, equipment or, shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Director of Public Works or his agent.

**11. Vehicle Loading**

Weighing shall be carried out in accordance with OPSS 102, or the latest revision thereof.

Where a vehicle is hauling material for use on the work under this contact, in whole or in part on a public highway, and where motor vehicle registration is required, the contractor shall not permit any vehicle in his/her employ to be loaded beyond said vehicle's legal limit.

**13. Accessibility Standards**

As part of the Township's Accessibility Policy, upon acceptance of the successful tender, a Township Accessibility pamphlet will be mailed to the successful Tenderer. The Tenderer is requested to read the pamphlet and sign a form acknowledging that they have done so.