



Sidewalks

Forms

Tender T-PW-19-08

Project: Sidewalks
Authority: Township of Cavan Monaghan
Contract Administrator: 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: Sidewalks

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

SP – Refers to Special Provisions

Item No	Spec. (OPSS)	Description of Item	Unit	Quantity	Unit Price	Total
1	Supply and apply material required for sidewalk rehabilitation as listed below					
1a	351, SP	Remove and replace sidewalk with new 1.5 m concrete sidewalk on County Road 28 north of Carmel Line	m ²	330		
1b	351, SP	Remove and replace sidewalk with new 1.5 m concrete sidewalk on County Road 28 south of Carmel Line	m ²	400		
1c	351, SP	Remove and replace sidewalk with new concrete sidewalk, various sections in Millbrook Ward	m ²	50		
1d	314, SP	Supply and construct 150 mm granular "A" base for all sidewalks	Metric Tonne	260		
1e	353	Remove and replace concrete curb and gutter, various sections in Millbrook Ward	Linear Metre	20		
		Subtotal				
		HST 13%				
		Total Tender				
P1	Provisional: Supply and apply material required for sidewalk rehabilitation as listed below					
P1a	351, SP	Remove and replace sidewalk with new 1.5 m concrete sidewalk on Carmel Line west of County Road 28	m ²	245		
P1b	314, SP	Supply and construct 150 mm granular "A" base for provisional sidewalks	Metric Tonne	88		
P2	Provisional: Supply and apply material for a new 3 m asphalt sidewalk on County Road 10 from Brookside Drive to Fallis Line					
P2a	314	Supply and construct clean fill for base to widen road for 3 m asphalt sidewalk on County Road 10	Metric Tonne	1200		
P2b	314	Supply and construct 150 mm granular "A" base to widen road for 3 m asphalt sidewalk on County Road 10	Metric Tonne	620		
P2c	310, 313	Supply and place material required for a 40mm lift of HL4	Metric Tonne	180		
P2d	710, 1716, SP	10 cm wide broken white line in the centre of the asphalt walkway. 1.5 m lines separated by 3.5 m gaps	Linear Metre, incl. gaps	565		
P2e	206	Regrade ditches along County Road 10	Linear metre	565		

Tenderer's H.S.T. Registration Number _____

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 - 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
- D. General Conditions Pages 14 - 19
- E. Appendix A Pages 20 – 21

It shall be the Contractor’s responsibility to obtain the applicable edition of the following Ontario Provincial Standard Specifications (OPSS).

OPSS No.	Date
206	Current
310	Current
313	Current
314	Current
351	Current
353	Current
710	Current
1716	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-19-08, executed by me/us bearing date this _____ day of _____ 2019.

Signature: _____

Position: _____

(Company Seal)

Name of Firm: _____



**Sidewalks
Instructions to Tenderers**

Tender T-PW-19-08

**Instructions to Tenders
Index**

Clause	Subject	Page
1.	General	9
2.	Blank Form of Tender	9
3.	Tender Opening	9
4.	Tender Deposits	9
5.	Right to Accept or Reject Tenders	9
6.	Unacceptable Tenders	9
7.	Ability and Experience of Tenderer	10
8.	Harmonized Sales Tax	10
9.	Execute Contract	10
10.	Location	10
11.	Tenderers to Investigate	10
12.	Inquiries During Tendering	10
13.	Award of the Contract	10
14.	Definition of Owner/Authority And Engineer/Contract Administrator	11
15.	Addenda	11
16.	Liability Insurance	11
17.	Workplace Safety and Insurance Coverage	11
18.	Withdrawal of Tenders	11
19.	Notification of Acceptance	11

1. General

Sealed Tenders plainly marked “Tender T-PW-19-08 Sidewalks” will be received until: 11:00 a.m., Local time, Monday, June 24, 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, Monday, June 24, 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 satisfaction 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 in Bailieboro on the east side of County Road 28, as well as several small sections within Millbrook, as directed by Township Staff. The locations can be seen in Appendix A of the Tender Documents. Public Works staff will physically mark out sections of removal and replacement for sidewalks. Provisional locations include an asphalt sidewalk along County Road 10, south of the Township Municipal Office between Brookside Drive and Fallis Line, as well as an additional piece of concrete sidewalk in Bailieboro.

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. Inquiries shall only be accepted until 4:30 p.m., Local time, Wednesday, June 19, 2019.

13. Award of the Contract

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

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. Workplace Safety & Insurance Coverage

The successful bidder shall provide a Certificate of Clearance from the Workplace Safety & Insurance Board 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 the notice is mailed to the successful bidder.



**Sidewalks
Special Provisions**

Tender T-PW-19-08

Sidewalks

1. Unit price will include all removal of existing material, topsoil, and sod, and saw cutting of driveways if necessary. Also included will be restoration of disturbed areas. For driveways, restoration will use granular "A" for gravel driveways, and asphalt for asphalt driveways. Topsoil and seed will be used in disturbed or regraded areas.
2. Sidewalk granular base will be granular "A" with a depth of 150mm. If sufficient material is available when sidewalk or interlocking bricks are removed, a credit will be provided to the Township in the value of the granular material that would have been used in that location.
3. The aggregate will consist of clean, sound, durable limestone screenings which shall be free of clay, loam and other deleterious materials. Portland cement mineral filler shall be considered part of the blended aggregate. The performance graded asphalt cement will conform to OPSS MUNI 1101 specifications, PG58-34.
4. The contractor shall use a current Ministry of Transportation Ontario design mix, if available. If a current mix design is unavailable, the contractor will be responsible for producing a mix design.
5. Contractor is responsible for fine grading prior to placing asphalt. Contractor is responsible for contacting Township to correct deficiency. Contractor is responsible for ensuring proper grade on finished product.
6. Payment shall be adjusted based on changes to the MTO Asphalt Cement index.
7. Line marking is to be done using waterborne traffic paint (refer to OPSS 1716).



**Sidewalks
General Conditions**

Tender T-PW-19-08

Index

Clause	Subject	Page
1.	Contractor's Equipment	17
2.	Occupational Health & Safety Compliance	17
3.	Federal, Provincial, Municipal Laws	17
4.	Safety Devices	17
5.	Access to Buildings and Properties	17
6.	Work Sites	17
7.	General Contractor Definition	17
8.	Township of Cavan Monaghan Indemnification from Liability	17
9.	Supply of Materials	17
10.	Contract Time and Liquidated Damages	18
11.	Traffic Control, Flagging	18
12.	Damage to Highways	19
13.	Vehicle Loading	19
14.	Spills Reporting	19
15.	Method of Payment	19
16.	Contract Schedule	19
17.	Warranty	20
18.	Quantity Adjustments	20
19.	Accessibility Standards	20

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/her employees, agents or subcontractors shall be properly trained to perform the work specified in this tender.

2. Occupational Health & 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. Safety Devices

The Contractor shall place, construct, erect, or otherwise put in place such safety devices as may be required to protect motoring and pedestrian traffic from risk of injury. The Contractor shall ensure that all work areas are secure before leaving the site unsupervised at any time.

5. Access to Buildings and Properties

The Contractor shall maintain access to buildings and properties in the work area.

6. Work Sites

Upon completion of the work, the Contractor shall be responsible to clean and, or, restore the site to its original condition.

7. General Contractor Definition

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

8. 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 to any such damage, injury or infringement.

9. 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.

10. Contract Time and Liquidated Damages**(1) Time**

Time shall be of the essence of this contract.

(2) Contract Schedule

Work shall commence on or about **July 22nd, 2019** and the Contractor shall diligently prosecute the work on this contract to completion on or before **August 31st, 2019**. The Contractor shall give five (5) days notice prior to commencing work.

(3) Work Progress

If the contract 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 additional and/or augmented daylight shift will be required throughout the life of the contract to the extended deemed necessary by the Contractor to ensure that the work will be completed within the contract time 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.

(4) Liquidated Damage

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed within the number of working days as set out herein or as extended in accordance with Section GC3.07 of the General Conditions, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine parties hereto agree that the Contractor will pay to the Authority the sum of **\$500.00** as liquidated damages for each and every calendar day's delay in achieving completion of the work in excess of the number of working days prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period in excess of the prescribed number of working days.

The Authority may deduct any amount under this paragraph from any moneys 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 of other alternative that may be available to the Authority.

11. Traffic Control, Flagging

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Ontario Traffic Control Manual Book" issued by the Ministry of Transportation of Ontario. Copies of this pamphlet may be obtained by request from the Ministry of Transportation's District Office.

All Traffic Control must meet requirements of Book 7.

Each flagman shall, while controlling traffic, wear the following:

- (i) an approved fluorescent blaze orange or fluorescent red safety vest, and
- (ii) an approved fluorescent blaze orange or fluorescent red hat.

12. Damage to Highways

If, in the opinion of the Director of Public Works, or his agent, damage is being done, or is likely to be done, to any highway, or any improvement thereon, other than such as in 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/her agent, at the Contractor's own expense, make 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/her agent.

13. 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 contract, 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 legal limit.

14. Spills Reporting

Spills or discharges of pollutants or contaminates 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. 1980. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

15. 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, materials supplied and the value thereof according to the terms of the Contract and shall include all applicable taxes.

OPSS 313.09 AND 313.10 are amended in that payment under this contract shall be made for the satisfactory supply and placement of the Hot Mix Asphalt portion of this tender measured in metric tonnes. 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.

16. Contract Schedule

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

17. Warranty

Prior to beginning work, the Contractor shall advise the Township of Cavan Monaghan of any problems or conditions with respect to the work area which may adversely affect the performance of the Tender. In the event it is perceived certain problems or conditions to exist, the Contractor shall not begin work until approval is given by the Contract Administrator. The Contractor shall provide the Owner with a written warranty guaranteeing the work under this contract for a period of twelve (12) months following the completion date of said work.

18. Quantity Adjustments

The Township of Cavan Monaghan reserves the right to adjust the quantities of the tender items as required to meet budgetary constraints.

19. 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.

Bailieboro Concrete Sidewalks (County Road 28 and Carmel Line)



County Road 10 Asphalt Sidewalk

