



Town of **Kearney**

THE CORPORATION OF THE TOWN OF KEARNEY

TENDER TO PROVIDE SURFACE PULVERIZATION

Emailed tenders clearly marked "Surface Pulverization."
will be received by the undersigned.

No.: 2024-01

Closing at: 2:00 p.m., Monday, June 3-2024

Tender opening at: 2:10 p.m., Monday June 3-2024

**Awarding of tenders will be made by Council
at the following regularly scheduled meeting**

All tenders to be presented on forms contained in this document to:

**Paul Audette, Public Works Superintendent
paul.audette@townofkearney.ca**

Lowest or any tender not necessarily accepted

Please note that faxed tenders are not acceptable

TENDER FOR SURFACE PULVERIZATION

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 quote, 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.

A certified cheque or bank draft, made payable to the Town of Kearney, in the amount of 10% of the total tender, must be submitted with the tender, for deposit purposes. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.

It is agreed that the quantities are estimated only and may be increased or decreased by the municipality without alteration of the price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality this form becomes the "Agreement for the Performance of Work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: _____

Name of Individual or Firm, here after referred to as the "Contractor":

Address: _____

Signature of Person Signing for Firm: _____

Date: _____

Witness or Firm Seal: _____

TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to closing, shall be directed to:
Paul Audette – paul.audette@townofkearney.ca
Town of Kearney
PO Box 38, 8 Main Street
Kearney, ON P0A 1M0
705-636-7752 municipal office
2. Acceptance notification will be by telephone and an email 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.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible.
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. All items must be bid.
6. Tender must not be restricted or modified in any way.
7. Tender must include a deposit as specified.

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, (except as otherwise provided in the tender), necessary to complete the work to the satisfaction of the municipality.

COMPLETION DATE

The Contractor shall complete the work by: **Friday, August 2-2024**

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work.

PULVERIZATION & RESTORING ROADWAY

This item shall include the initial pulverization of existing surface treated road with underlying granular material to a **minimum** depth of 150 mm. The pulverization shall be carried out with an approved mechanical pulveriser with adequate power to complete the work.

The surface of the processed material shall be graded, shaped and compacted as necessary to produce the required cross-section of the surface in accordance with OPSS 301.

The pulverizing process shall be worked to the same station location for the full width of the roadway surface prior to closing down operations each day.

PAYMENT TERMS

Payment will be made in response to the Contractor's invoice. This payment will be made when all work has been completed to the satisfaction of the Roads Supervisor. Payment to the Contractor shall be verified from measurements taken and recorded by the Roads Supervisor.

The Town shall retain a Holdback payment of ten percent (10%) of the total invoiced amount. Release of the Holdback shall be made after forty-five (45) calendar days from the date of completion of the work as established by the Completion Certificate, but subject to the provisions of the Construction Lien Act RSO 1990, and the submission by the Contractor of the following documents:

- A release shall be provided by the Contractor in a form satisfactory to the Roads Supervisor, releasing the Township from any claims relating to the Contract, qualified by stated exceptions, where appropriate.
- A statutory declaration shall be provided in a form satisfactory to the Roads Supervisor, that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the work have been discharged, qualified by stated exceptions where appropriate, and a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

CONTRACTORS TO INVESTIGATE

Contractors must satisfy themselves by personal examination of the township road system in order to assess the methods and general requirements of the work.

GOODS AND SERVICES TAX

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

VARIATION OF QUANTITIES

Due to budgeting constraints the quantity of work may be adjusted dependent upon the tendered unit prices. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in the Form of Tender.

CONTRACTORS EXPERIENCE, ABILITY, CAPITAL AND PLANT

The Town expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

In order to aid the Town in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of Tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": List of Suppliers.

STATEMENT "A" – Contractor's experience for references

STATEMENT "B" – List of Subcontractors

STATEMENT "C" – List of Suppliers

I/We agree that this offer shall remain open for acceptance until the formal Contract is executed by the successful Contractor for the said work or until forty-five (45) calendar days after the said opening, whichever event first occurs; and that the Town may, at any time within that period and without notice, accept this Tender whether any other Tender has previously been accepted or not.

I/We agree that the awarding of the Contract, based on this Tender, by the Council of the Town of Kearney shall constitute acceptance.

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

Name of Signing Authority for Contractor:

_____ (Please Print)

Position:

Signature:

Witness:

Place Seal of Contractor Here

REFERENCES

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the O.P.S. General Conditions of Contract, September 1999. The O.P.S. General Conditions and supplementary General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor's responsibility to obtain current copies of these documents.

PRICING REQUIREMENTS

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

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The prices shall *not* include Harmonized Sales Tax.

LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use in the work under this contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such a vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Road Supervisor, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Road Supervisor, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Road Supervisor.

SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall for with be reported to the Road Supervisor. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

INSURANCE REQUIREMENTS

The Contractor covenants and agrees to indemnify and save harmless the Town from and against any and all claims for loss, costs, damages, and/or compensation and legal expenses the Town may incur as the direct or indirect result of the work operation described herein being carried out by the Contractor. The Contractor shall secure and maintain at his/her expense during the duration of this contract, general comprehensive liability insurance in an amount not less than two million dollars (\$ 2,000, 000.00) per incident, naming the Town of Kearney as an additional named insured and containing a cross-liability endorsement.

The Contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, in the form of a certificate from his/her insurance company.

The Contractor shall also deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage.

Failure to provide either proof shall result in the cancellation of the contract and forfeiture of the bid deposit.

DEFAULT BY CONTRACTOR

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Town; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of relevant authorities relating to the work; or fails to execute the work with the required skill and diligence; or assigns/sublets the contract or any portion thereof without the Town's written consent; or refuses to correct defective work; or is otherwise in default carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Town may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

Any termination of the contract by the Town, as aforementioned, shall be without prejudice to any other rights or remedies the Town may have.

If the Town terminates the contract, it is entitled to:

- Take possession of all the work in progress and finish the work by whatever means deemed appropriate under the circumstances.
- Withhold any payment to the Contractor until its liability to the Township is ascertained.

- Recover from the Contractor any loss, damage, and/or expense incurred by the Town by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Town.

CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Town with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Town may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

CONTRACT TIME AND LIQUIDATED DAMAGES

It is agreed by the parties to this contract that in the event that all the work called for under the contract is not completed by the date specified, or as extended by the Road Supervisor, a loss or damage will be sustained by the Town. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Town will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Town the sum of five hundred dollars (\$500.00) as liquidated damages for each and every calendar day delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Town, which will accrue during the period in excess of the prescribed date for completion.

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and

Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be.

Worker safety is given first priority in planning, pricing and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and the provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to carry out the work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety; Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers.

All Subcontractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties. The Contractor shall cooperate with representatives of the Town and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The contractor shall identify and save the Town from any additional expense which may be incurred to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

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 Road Supervisor.

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 Road Supervisor constitutes a traffic hazard.

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 213/19 as amended by 143/99, 175/99 and

145/00 and they shall be provided to the Contractors' workers, the Town, and the Road Supervisor.

The procedures must include protection for the Road Supervisor and all Town 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.

2021 SURFACE PULVERIZATION TENDER BID FORM

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Chetwynd Rd	M2	13,000		
2	Echo Ridge Rd	M2	13,000		

ESTIMATED TENDER: _____
HST: _____
HST ACCOUNT #: _____
TOTAL ESTIMATED TENDER: _____