



Township of Clearview
217 Gideon Street
Stayner, Ontario, Canada L0M 1S0
Phone: 705-428-6230
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www.clearview.ca

THE TOWNSHIP OF CLEARVIEW

REQUEST FOR TENDER

for

HOT MIX PAVING

Tender #: 2020-05

TENDER CLOSING

DATE: May 14, 2020

TIME: 1:00 PM local time

LOCATION: Township of Clearview Administration Office
217 Gideon Street, Stayner, Ontario, Canada L0M 1S0

LATE TENDERS WILL NOT BE ACCEPTED

The Township of Clearview reserves the right to accept or reject all or part of any Tender and also reserves the right to accept other than the lowest Tender and to cancel this Call for Tenders at any time.

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The following definitions apply to the interpretation of the Tender Documents;

1. **"Addenda or Addendum"** means such further additions, deletions, modifications or other changes to any Tender Documents.
2. **"Bid Documents"** means collectively all of the documents comprising the Call for Bids, namely Part I to VI, and the Contract Drawings, if any.
3. **"Bid or Bid Form"** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Respondent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Contract with the Owner in the event of Award.
4. **"Bid Security and Contract Security"** means the Bid Security documentation referred to and described in Part I, Instructions to Respondents.
5. **"Call for Bids"** means the Call for Bids on the terms and conditions set forth in the Bid Documents.
6. **"Closing Time"** means the time specified in Part I, Instructions to Respondents by which all Bid submissions shall be stamped received by the Owner.
7. **"Contract"** means the agreement in writing governing the performance of the Work which has been executed by the Owner and successful Contractor following acceptance by the Owner of the successful Respondent's Bid Form submission.
8. **"Contract Drawings"** means the plans and drawings describing the Work.
9. **"Contractor"** means the successful Respondent to whom the Contract is Awarded and undertaking the execution of the Work under the terms of the Contract.
10. **"Council"** means the elected Council for the Township of Clearview.
11. **"Mandatory Requirements"** means those requirements described in Part I, Instructions to Respondents, which shall be fully satisfied in order for any Bid to be considered by the Owner as a qualified Bid.
12. **"Owner"** means The Corporation of the Township of Clearview, as the case may be, and as identified in the Call for Bids, and Bid Documents and for the purpose of the Award and execution and performance of the Contract shall mean the entity awarding the Contract.
13. **"Request for Tenders"** ("RFQ") means the request for Tenders to which these Instructions relates, and any renewal or substitute for that request for Tender.
14. **"Respondent"** means the legal entity submitting a Bid or Bid Form.
15. **"Services"** means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods,
16. **"Sub Contractor"** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Respondent, and includes both "brokers" and "subcontractors".
17. **"Unit Price Per Lump Sum"** means the fully inclusive, all-in total component price Tendered by a Bidder in its Tender with respect to the Work, including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, operating and disposal costs, and all applicable taxes relating to the foregoing; but excluding any applicable taxes.
18. **"Work"** means the Work to be undertaken by the Contractor pursuant to the provisions of the Contract.

1. SCOPE OF WORK

The Township of Clearview invites quotations from qualified suppliers to provide all labour, materials and equipment to provide Hot Mix Paving for various road projects.

2. TENDER CLOSING TIME

In addition to receiving hard copies at the Municipal office drop box, located at 217 Gideon Street, Stayner, Ontario, bidders are advised that bids can now be submitted online through www.biddingo.com. The Tender Form shall be received no later than 1:00:00 p.m. (13:00:00 hours) local time, on the specified closing date. Late Tenders shall not be accepted; however they shall be returned to the Respondent unopened.

The Administration Centre Clock and Biddingo Electronic Clock shall determine the Closing Time of the Tender Call.

3. COMPETITION INTENDED

It is the Township's intent that this Competitive Tender Opportunity to permit competition. It shall be the Respondents responsibility to advise the Public Works Department in writing (dperreault@clearview.ca) of any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this document to a single source. Such notification must be received no later than Seven (7) days prior to the date set for acceptance of Tenders.

4. WEBSITE POSTING

The Township of Clearview posts all tenders, quotations and requests for proposals on-line on the Township's Website and on the Biddingo website as follows:

<https://www.clearview.ca/news-events-meetings/tenders-rfps>

<https://www.biddingo.com/Clearview>

5. LOBBYING PROHIBITED

If any director, officer, employee, agent or other representative of a Respondent or Bidder, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Respondent or Bidder, makes, from the time the Tender Documents are released, any representation or solicitation to any elected representative or employee or agent of the Owner including project consultants, or to the media, with respect to the Respondent's Tender, the Owner will be entitled to reject the Tender. This requirement does not extend to any public deputations.

6. INQUIRIES

All inquiries concerning this Tender including specifications, process and results are to be directed in writing (e-mail) through:

Dan Perreault, C.E.T.
Deputy Director of Public Works
The Township of Clearview
(705) 428-6230 ext. 230
dperreault@clearview.ca

Inquiries shall not be directed to any other Township employees.

If required, respondents who wish to submit questions during the call for Tender process, **must do so in writing**. All inquiries should be e-mailed directly to the Public Works Department, dperreault@clearview.ca. No clarification requests will be accepted by telephone. A transcript of questions will be distributed to those who request it and will also be made available by the method authorized for advertising the Tender.

7. RELEASE OF INFORMATION DURING THE CALL FOR TENDER PROCESS

Any communication initiated by a respondent to Corporation elected officials or staff other than to the Public Works Department staff for the period of time, from the Call for Tender closing up to and including the date that the contract has been executed by the Corporation (the "Black Out Period") may be grounds for disqualifying the offending Respondent from consideration for contract award.

Any communication between a Respondent during the Black Out Period will be initiated by the Public Works Department staff only.

8. TENDER PREPARATION AND SUBMISSION

Task	Date
Issue of Tender	April 28, 2020
Tender Closed	May 14, 2020
Substantial Completion	Summer 2020

- 8.1 **Electronically transmitted submissions** will now be accepted for this tender, through www.biddingo.com. Email submissions will not be accepted.

Due to concerns surrounding COVID-19, the Township of Clearview is taking proactive measures to limit the transmission of the virus and are monitoring the situation closely. The Municipality has closed all offices, facilities, and non-essential services beginning March 16, 2020 until further notice.

Paper submissions can be dropped off at the Township of Clearview Administration Office drop box at anytime, located at 217 Gideon Street, Stayner, Ontario.

- 8.2 Details for Tender Submissions

To access the bid form and start your submission, click the Bid Documents/ Online Submission. For technical support, please contact Biddingo.com directly at 1-416-756-0955 or via email at ebidding@biddingo.com.

- 8.3 A training video regarding online file submission is available at: <https://youtu.be/N0-PV5aYIB8>

- 8.4 Each bidder is responsible for ensuring its bid is submitted prior to the tender closing date and time. Bidders should allow sufficient time in the preparation of its bid submission to ensure it has been uploaded and completed on time.

- 8.5 All Tenders shall be submitted in the Tender Format provided by the Owner in the Tender Documents.

- 8.6 Tenders that are not delivered on time shall result in the Tender being rejected. Tender Forms submitted and received by facsimile shall not be accepted and shall result in the Tender being rejected.

8.7 Courier Service:

Delivery of the Tender Submission Envelope/Package through a Courier Service shall be the responsibility of the Respondent and shall result in the submission being rejected where;

- i. Tender Submission Envelope/Package is delivered to a location other than which is stated on the envelope/package and fails to be delivered to the **Administration Centre Drop Box** prior to the closing date; and/or
- ii. Tender Submission Envelope/Package which is enclosed in the Courier Envelope that does not state, "**TENDER DOCUMENT ENCLOSED**" and is not removed from the Courier's Envelope prior to the closing date and time stamped; and/or
- iii. Tender Submission Envelope/Package is delivered later than the closing date and time.

8.8 Amendments by telephone, facsimile, telegram or letter to a Tender or Tender Form already submitted shall not be accepted or considered.

8.9 The Tender Form shall be signed in the space(s) provided by a duly authorized official of the entity Quoting. If a joint Tender is submitted, it shall be signed on behalf of each of the Respondents and if the signing authority for both Respondents is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of a non-incorporated body or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Tender Form adjacent to the authorized signature.

9. TENDER OPENING

DUE TO THE COVID-19 EPIDEMIC – TENDERS WILL NOT BE OPENED IN A PUBLIC FORM

The unofficial tender opening results will be posted to the website within 24 hours of the tender opening: <https://www.clearview.ca/news-events-meetings/latest-news>

10. LATE SUBMISSIONS

Tenders received after the official closing time will NOT be considered during the selection process and will be returned unopened to the respective Respondent.

11. ADDENDUM/ADDENDA

Addendum/Addenda if required will be issued by the Public Works Department and shall hereby form part and parcel of the said Project. Failure to acknowledge Addendum/Addenda issued shall result in a non-compliant Tender. Where possible and practical, all Addendum/Addenda should be issued to the Respondents before forty-eight (48) hours of Closing Time. The onus is the responsibility of the Respondent to have received all Addendum/Addenda that have been issued by the Public Works Department. **The Township of Clearview will assume NO responsibility for oral instructions or suggestions.**

Therefore, prior to submitting Tenders, Respondents must check the with Township's Public Works Department (dperreault@clearview.ca) or the Bidding Website to verify that they have received all Addenda released. If No addenda or incorrect number of addenda acknowledged a "Non Compliance" notice will be issued and Tender disqualification is unfortunately automatic.

12. AVAILABLE FUNDING

The Respondent acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender, which the Owner in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Bid shall not necessarily be accepted. **All Awards are subject to the availability of funds.**

13. BID SECURITY & CONTRACT SECURITY

13.1 Bid Security

Bid Security comprised of a Bid deposit, as specified, shall be submitted with the Bid Form and be in the form of a Certified Cheque, Cash, Money Order, or Bank Draft made payable to "The Township of Clearview" (photocopies or facsimiles shall not be accepted) as security for the execution and delivery of the Contract and the provision of the required, insurance and other documents required to be delivered by the successful Respondent upon execution and delivery of the Contract. Failure to comply shall result in Bid disqualification. Bid Security retained shall not be cashed except as noted in section 4.2, Instructions to Respondents.

- i. **The Bid Security shall be 10% of the Sub-total amount listed in the Schedule of Unit Prices (Part III Schedule 1)**
- ii. **For electronic submissions, deposit can be submitted in the drop box located at 217 Gideon Street, Stayner, ON. The envelope must reference the tender number, date submitted and attention to Deputy Director of Public Works.**
- iii. The Bid Security shall remain valid and in effect for a period not less than sixty (60) Working Days from the Bid Closing Time.
- iv. The Bid Security of all Respondents, except for the three (3) lowest Respondents will be returned within five (5) Working Days after the Bid opening date. The non-awarded Respondent's Bid Security will be returned upon the award and execution of the Contract to the successful Respondent.

13.2 Contract Security

The successful Respondent shall be required to leave with the Owner his/her Bid Security for the duration of the Contract for the Contract Security.

13.3 Bid Bond

A bid bond in the amount of **10% of the Sub-total amount listed in the Schedule of Unit Prices (Part III Schedule 1)** may also be submitted in an electronic or digital format if it meets the following criteria:

- The version submitted by the Tenderer must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the Owner, and in a single file. Allowable formats include pdf.

- The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- The results of the verification must provide a clear, immediate and printable indication of pass or fail.

Bonds failing the verification process will **NOT** be considered to be valid and the bid will be rejected.

Bonds passing the verification process will be treated as original and authentic.

13.4 Performance Bond

A performance bond in the amount of **100% of the Sub-total amount listed in the Schedule of Unit Prices (Part III Schedule 1)** will be required from the successful proponent and shall be submitted upon award of the contract and may also be submitted in an electronic or digital format if it meets the following criteria:

- The version submitted by the Tenderer must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the Owner, and in a single file. Allowable formats include pdf.
- The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- The results of the verification must provide a clear, immediate and printable indication of pass or fail.

Bonds failing the verification process will **NOT** be considered to be valid and the bid will be rejected.

Bonds passing the verification process will be treated as original and authentic.

14. EVALUATION

Product selection will be determined by, however, not limited to the following considerations:

- Compliance with the Tender process
- Firm delivery schedule
- Specifications compliance
- Best value to the Corporation

15. SCHEDULE OF ITEMS AND UNIT PRICES

The Respondent also understand and accepts that the quantities shown in the Tender Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

16. CHECKING OF TENDERS

Tenders opened are checked by Township staff to ensure that;

- i. The required security, as required, is properly executed and equal to the Tender requirements.
- ii. All Tender submitted shall comply with the Tenders Documents. All Bid Irregularities shall be dealt in the manner described in the Tender Document.
- iii. All arithmetic extension calculations are correct.
- iv. Where there is an obvious error in the extended price the unit price stipulated shall govern and shall be calculated accordingly with the estimate quantity. For greater certainty, any failure by a Respondent to insert a unit price where required shall be deemed to be a \$ "0" value.
- v. All items as specified have been Tendered on.
- vi. No claims or litigation proceedings have been instituted by the Respondent or in turn by the Owner to the Respondent.

In any of the above circumstances where there are obvious or patent errors such as misplaced decimals, the Owner shall consider the intent of the Respondent.

17. TENDER AWARD PROCEDURES

Unless stated otherwise the following procedures will apply:

- The Corporation will notify the Successful Respondent that his/her Tender has been accepted, within 30 (thirty) days of the Tender opening.
- Notice of acceptance of Tender will be by telephone or by written notice.
- Immediately after acceptance of the Tender by the Corporation, the Successful Respondent shall provide the Corporation with any required documents within 7 business days of the date of notification of award.
- Following receipt of the documents, the Contractor will receive written authority, in the form of an official Purchase Order.

18. FIRM UNIT PRICES

All Unit prices are to include all costs including, fuel, mileage and labour cost.

19. PRICE COMPONENTS**19.1 Taxes**

- i. The Owner is subject to payment of both Provincial and Federal (Harmonized Sales Tax.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services and construction to be purchased or provided during the term of this contract, the Contractor and the Owner mutually agree to allow the appropriate increase or

decrease in the prices as of the date they become effective. The onus is on the Contractor to bring to the Owner's attention any such changes.

- ii. The Respondent shall allow in their prices for all Sales Taxes that they may be required to pay on materials and equipment to be utilized or expended in the construction of the Works. Exception being; where the Contractor is in the position to claim for Sales Tax Rebate on the material used. In the event of any dispute between the parties concerning taxes, the matter will be finally resolved by an independent audit firm acceptable to both parties.

19.2 It is the respondent's responsibility to obtain up-to-date directives Transportation and Delivery Charges.

19.3 Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Contractor to any specified destination within the corporate limits of the Owner, unless a breakdown is requested on the Tender Form.

19.4 Firm Prices

Prices tendered are to be in Canadian Funds and are to remain firm for acceptance for the remainder of the tender completion unless otherwise stated herein.

20. PRICING (including Provisional Items)

Respondents acknowledge and accept, by way of submitting a Tender, that the Owner's award of this contract shall be based on the "SUB TOTAL CONTRACT PRICE", as set out in Schedule I Items and Unit Prices, including any and all Provisional Prices. The Owner may, in its sole and absolute discretion, include or delete any or all Provisional Price(s) in the final contract price.

21. PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Tender Form as "Provisional Items", may or may not be required for completion of the Work called for under the Contract. The necessity and/or actual quantities of these items shall be determined by the Owner as the Work progresses. Should any of these items be required, the Contractor shall be compensated on the basis of the unit prices(s) Tendered. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits.

22. PURCHASE ORDER

Goods/Service or Work, as described herein this Contract shall not commence until all of the required documents have been submitted and the agreement executed by the Supplier, to the Public Works Department. For Payment purposes a Purchase Order shall be generated and issued to the Supplier. The terms and conditions of this Contract supersede those of the Purchase Order issued.

23. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Respondent find omissions from or discrepancies in any of the Tender Documents or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the designated person and office in writing only, without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable a written addendum only will be issued by the Public Works Department. The Addendum(s) shall form part of the Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

In all cases of misunderstanding and disputes, verbal arrangements shall not be considered. The Contractor shall produce written authority in support of its contentions and shall advance no claim in the absence of the written authority of the Owner, or use, or attempt to use any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

24. PRIVILEGE CLAUSE

It is the intention of the Corporation to award this Tender as seen in the best interest of the Township of Clearview. The lowest, or any, Tender may not necessarily be accepted as per **The Township of Clearview Procurement of Goods and Services By-law #17-20.**

The Township reserves the right to award each part separately, if so desired.

25. ACCEPTANCE OR REJECTION OF TENDERS

The Corporation reserves the right to reject any or all Tenders and to waive formalities as the interests of the Corporation may require without stating reasons therefore. The lowest or any Tender will not necessarily be accepted.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the Corporation of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the request for Tender.

26. RESPONDENT'S STATEMENT OF UNDERSTANDING

It is understood that the Respondents have carefully examined all of the Tender Documents and have carefully examined the Work to be performed under the Contract if awarded. The Respondent also understands and accepts the said Tender Documents, and for the prices set forth in the Tender, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Tender Documents.

27. REGULATION COMPLIANCE AND LEGISLATION

The Successful Respondent shall ensure all services and products provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Municipal Act, and its regulations
- The Environmental Protection Act, and its regulations
- The Highway Traffic Act for the Province of Ontario
- All others associated with the Automobile Industry

28. REJECTED COMMODITIES

Upon rejection of commodity(s) the same shall be removed by the Supplier from the premises of the Owner within five (5) days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Owner may take such actions, as it deems necessarily. Rejected items left longer than five (5) days shall be considered as abandoned and the Owner shall have the right to dispose of them as its own property.

29. DELIVERY

All material/services/equipment shall be delivered to specified job sites and shall only be received by designated Township of Clearview staff.

30. DELIVERY CHARGES

The successful Bidder shall deliver all goods: delivery and all other charges pre-paid, F.O.B. Destination.

31. CANCELLATIONS

- The Corporation reserves the right to immediately terminate the Contract with the successful Contractor without cause, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing issues, etc
- If the Contractor should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Contractor. Continued failure of the Contractor to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.
- The Corporation may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the Contractor.
- Either party may terminate the Contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other. A period of less than sixty (60) days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

32. FREEDOM OF INFORMATION

All Tenders submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act."

33. EMERGENCY TELEPHONE NUMBER

Prior to commencing, the Work, the Supplier shall provide the Owner with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

34. BRIBERY/FRAUD

Should any prospective suppliers or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Township of Clearview, or to commit fraud, the Owner shall be at liberty to cancel the prospective Supplier's submission or Contract and to rely upon the Contract Surety submitted for compensation if applicable.

35. EXAMINATION OF THE PLACE OF THE WORK

Notwithstanding any drawings or specifications provided in the Tender Documents, Respondents are required to satisfy themselves by personal visitation and examination of each site for the Work the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface & sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work.

By submitting a Tender, the Respondent acknowledges and agrees that it has satisfied itself as to all the provisions of the Tender Documents and of all the conditions which may be encountered at the site or any other matter which may affect performance of the Work and no claims may be made by the selected Tender, as Contractor, based on the assertion by the Respondent that it was uninformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract.

Respondents shall accept sole responsibility for any error or neglect on their part in respect to the foregoing. No claims shall be accepted by the Owner for any labour, equipment or material that may be required for the proper execution and completion of the Work, due to any failure to comply with the above.

The Respondent is not entitled to claim at any time after the submission of its Respondents that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions. The Owner is not responsible for any misunderstandings on the part of the Respondent.

36. LITIGATION

The Owner shall not accept, award or extend any Contract to any Respondent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Corporation, subject to the following exceptions;

- a) Where there is only one Respondent and the Chief Administrative Officer has approved the award.
- b) In the case of an emergency purchase as outlined in the Owner's procurement policy.
- c) Where there is a legal obligation on the part of the Owner to enter into the Contract.
- d) Where the proposed Contract is pursuant to an inter-municipal or cooperative agreement and where another public agency will be party to the Contract and has approved the award.

Furthermore, the Owner shall have the right to reject Tenders which may have already been submitted, notwithstanding efforts by the Owner to screen the acceptance of Tenders from parties engaged in unresolved litigation with the Owner.

37. TOWNSHIP NOT EMPLOYER

The respondent agrees that the Corporation of the Township of Clearview is not to be understood as the employer to any successful contractor nor to such contractor's personnel or staff for any work, services, or supply of any services, products or materials that may be awarded as a result of this tender document. Also, in accordance the Occupational Health and Safety Act, the successful vendor herewith agrees to be the "constructor" as defined under this act.

38. WORKING LANGUAGE

The working language of The Township of Clearview is English and all responses to this Request for Tender must be in English.

39. ERRORS AND OMISSIONS

No oral interpretation shall be effective to modify any provisions of these Tender Documents. Any modification or clarification shall be by written Addendum only issued by the Deputy Director of Public Works. The Addendum(s) shall form part of the Tender Documents.

40. SET OFF CLAUSE

The respondent hereby agrees that any monies owing to the Owner may at any time be set-off against but not limited to, any property taxes (or any penalties and/or interest thereon) owing at the time such monies become due and payable to the Contractor.

41. PURCHASING PREFERENCE POLICY

The Owner shall award Tenders for goods and services by giving preference to the supplier located in the Township of Clearview, when in all other respects, Tenders are equal and there is therefore no additional cost to Township Tax payers to support local business.

42. ACCESSIBILITY

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use assistive device equipment that is available on Township of Clearview, premises that may help in the provision of accessible goods or services
4. What to do if a person with a disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide services to the public on behalf of the Township of Clearview must meet the requirements of Ontario Regulation 429/07 regarding training under the Accessibility for Ontarians with Disabilities Act (AODA).

A document describing your training policy or procedure, a sample copy of training and details of training dates and attendees **maybe** required to be submitted to the Township of Clearview, prior to the commencement of any work.

43. ALTERATIONS AND AMENDMENTS

The Owner shall have the right at any time to order changes in the Work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Contract Change Order Form executed by Contractor and Owner prior to Contractor undertaking Work pursuant to this Change Order.

Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work, and the cost of such change, including costs to the Contractor on the remaining Work shall not impact on schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

The Owner and Contractor shall have the right to change, amend or modify the form or content of a Contract document regarding matters, which do not affect the nature of Work, by Contract amendment, which shall be executed by the Owner and Contractor. Contract documents, except to the extent stated in the Contract amendment, shall remain unaltered and in full force and effect.

44. CONTRACT CHANGE ORDERS

It is the responsibility of contract to bring to the attention of the owner any modifications to the scope of work/delivery or schedule during the project that may impact price, delivery or schedule. All such modifications must be presented to the owner on the owner documents (see attached) and should be considered as fair and reasonable. They must be mutually agreed upon in full and final settlement of all claims arising out of this modification, including all claims for delays and disruptions resulting from, caused by, or incident to such modifications or change orders.”

45. COMPLETION

Time shall be of the essence for the receipt of these goods/services.

46. DAMAGE OF VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Township of Clearview damage is being done or likely to be done to any highway or in 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 will, on the direction of the Township of Clearview and at the Contractor’s own expense, make changes in or substitutions for such vehicles or other equipment, or will alter loadings or will in some other manner remove the cause of such damage to the satisfaction of the Township of Clearview.

47. LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use in the contract, in whole or in part, upon a public highway and where motor vehicle registration is required for such vehicle, the respondent will not cause or permit such 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 respondent or otherwise.

48. DAMAGE CLAIMS

The Supplier shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract, and agrees to hold the Owner safe and harmless from any such claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor and client basis.

49. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Owner against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss that the Owner may bear, suffer, incur, become liable for or be put to by reason any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation or

non-performance by the Contractor of any provision of the Agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this Contract, or by reason of, or arising out of any act, neglect or default by the Contractor or of any of its agents or employees or any other person or persons, in, on, or about the premises.

50. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall be responsible for construction health and safety within the working areas and for compliance with the Occupational Health and Safety Act (OHSA) and Regulations. So as to avoid any misunderstanding as to the extent of the Contractor's responsibility, the Contractor, by executing the Contract unequivocally acknowledges that the Contractor is the Constructor as defined in Section 1 of the OHSA and agrees to carry out the duties of the Constructor as outlined in Section 23 of the OHSA.

The Contractor shall file a Notice of Project, as required by the OHSA, with the Ministry of Labour and shall post the Notice of Project at the workplace.

51. LAWS AND REGULATIONS

The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on his/her part, or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

52. ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with all environmental legislation and restrictions in force until completion of the Work. If the restrictions change after the Award of the Tender any resulting increase in cost shall be borne by the Owner.

53. NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Contractor at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner save only an express waiver in writing. Any Work completed by the Contractor required by this agreement to be done by the Contractor shall not relieve the Contractor of his/her obligations to do that Work.

54. NON-ASSIGNMENT

Neither this Contract nor any Work to be performed under this Contract or any part hereof may be assigned by the Contractor without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Contractor of his/her liabilities and obligations under this Contract and shall be within the sole and unfettered discretion of the Owner.

55. MEETINGS

The Contractor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessarily decisions and commitments with respect to matters agreed upon at the meetings.

56. W.H.M.I.S. REQUIREMENTS (IF APPLICABLE)

The successful Respondent must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this Tender document. Any controlled goods supplied without appropriate data sheet and proper labelling will not be accepted and will be returned at the sole cost of the successful Respondent.

57. DEFECTIVE OR UNSUITABLE

Items purchased in this document which are later found to be defective or unsuitable for their intended use shall be returned to the Supplier forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Owner's discretion, and shall not be subject to any re-stocking charges.

58. TOWNSHIP OF CLEARVIEW PROCUREMENT OF GOODS AND SERVICES BY-LAW #17-20

It is the responsibility of all Respondents to become familiar with and comply with The Township of Clearview's Purchasing policy. The Township's Purchasing Policy is available upon request.

59. TOWNSHIP OF CLEARVIEW PAYMENT TERMS

The Township of Clearview payment terms are 30 days from receipt of Invoice.

60. PAYMENT

Payment at the Contract Price shall be compensation in full for the supply of all labour, equipment and material necessarily to complete the work to the satisfaction of the Township of Clearview.

61. THE INVOICE SHALL SHOW

The Term Contract Purchase Order Number. Delivery of Invoice shall be to the attention of the:

**The Township of Clearview,
Public Works Department
217 Gideon Street, Stayner ON
L0M 1S0**

62. EVALUATION OF PERFORMANCE

Upon completion of the Contract, the Owner may complete an evaluation of the Contractors' performance. A copy of this evaluation may be given to the Contractor. The evaluation shall be placed on file. This information may be made available to persons requesting Owner references for the Contract and also may be reviewed and may form part of the criteria when awarding future Tenders by the Owner. The Contractor hereby authorizes the maintenance and release of this information.

63. REPORTING

The Selected Contractor may be required to submit a contract utilization report. These reports may be requested monthly, quarterly or annually and must be submitted to the Procurement Representative within 5 business days of the request.

64. CONFLICT OF INTEREST

Each Respondent, in their Tender submission, shall declare on a separate sheet of paper, all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. Failure to comply with this requirement may render the Tender non-compliant and shall cause the Tender to be rejected. The Owner reserves the right to disqualify from further consideration Tenders which in the Owner's opinion demonstrate a conflict of interest.

Any actual or potential situation that may be interpreted as either a conflict of interest or a potential conflict of interest arising during the Term of Contract must be reported immediately to the Owner's project manager. Any failure to advise the Owner may result in termination of the Contract by the Owner.

65. CONFIDENTIALITY

Respondents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the Respondent or disclosed by the Owner in the course of the Tender Call and while carrying out the project.

The selected Respondent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the Owner and shall not be disclosed or released to any person or organization without the prior written consent of the Owner. Any breach of this requirement for confidentiality may result in the Contract being terminated and may also result in damages being assessed and applied against any amounts owing to the selected Respondent under the Contract.

66. PIGGYBACK OPTION

The Owner reserves the right to negotiate with the Successful Vendor to allow additional Public Buyer's Co-operative member agencies to piggyback on the Contract.

67. CONTRACTORS OPERATIONS

Operators shall be competent and familiar with the work that they are to perform. They shall be familiar with their assigned routes so not to delay the process. Contractors Employees shall possess all applicable licenses and have a good driving record. They shall be qualified in the effective and safe operation of their equipment. Contractors Employees shall conduct themselves in a very professional manner at all times and shall avoid conflict with all those they come in contact with.

68. INSURANCE

The awarded Contractor shall at its own expense obtain and maintain Insurance until the termination of the contract, with insurers acceptable to the Owner, the following insurance, and provide evidence thereof:

Comprehensive General Liability Insurance on an occurrence basis for an amount of not less than **Two Million Dollars (\$2,000,000.00)** and shall include the Owner, The Corporation of the Township of Clearview, The Corporation of the County of Simcoe and it's consultants, as an Additional Insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses.

Automobile Liability Insurance for an amount not less than **Two Million Dollars (\$2,000,000.00)** on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The policies shown above shall be endorsed to provide the Owner with not less than 30 Days' written notice of cancellation, change or amendment restricting coverage.

The Contractor shall not commence work under this contract until such time as evidence of insurance has been filed with and approved by the Owner. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date for the duration of the contract.

The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.

69. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Respondent shall be required to supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract and there after upon request during the life of the Contract indicating that all of the assessments the Respondent or any Subcontractor is liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid and they are in good standing with the Board.

If the successful respondent is deemed or recognized to be an Independent Operator by the Workplace Safety & Insurance Board, they must provide of a copy of such letter to the Township containing the Independent Operator identification number issued by the Board. An Independent Operator must be covered by optional Employer's Liability insurance (provided by either WSIB or Bidders Insurance provider) and must provide proof of this coverage prior to commencement of the work.

70. INCIDENTS

Incidents involving residents shall be reported to the Public Works Department, immediately.

Vehicle collisions, personal injuries and any damages to public or private property shall be reported to the Manager of Public Works and/or Road Supervisor immediately without exception. The Contractor shall be responsible for all damages caused by it of its employees.

The Contractor's Supervisor shall be responsible to report to the Manager of Public Works and /or Road Supervisor any spills that may occur, liquid and/or solid. If the spill involves hazardous materials (i.e. motor oil, hydraulic oil) the Contractor's Supervisor shall apply a known absorbing material to the spill immediately and notify the Township so that appropriate action may be taken.

71. FORCE MAJEURE

If the successful Respondent is delayed in completion of the work by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the successful Respondent control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the Corporation.

1. SCOPE OF WORK

The Corporation of the Township of Clearview (Township) is calling for complete tenders from qualified Proponents for the hot mix paving of various roads within the Township. The Contractor shall perform all the general work covered by the scope of project.

By signing the attached quotation, the Contractor certifies that he/she is familiar with the work and has expressed any concern or question regarding the ability to perform the required work prior to submitting the tender.

2. LOCATION OF WORK

Road	From	To	Area (sq.m)
Centreline Road	Highway 26	Warrington Road	15,000
Concession 8	County Road 124	500m south of Station Street	16,500
Switzer Street	9/10 Sideroad	400m west of Creemore Avenue	12,750
TOTAL			44,250

*The area's listed above are estimates only.

3. GENERAL & SPECIAL PROVISIONS

Wherever the words Contract Administrator appear, it shall also mean "and/or the Township of "Clearview".

These Special Provisions are based on the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) in effect at the Official Closing Time. OPSS and OPSD apply to all facets of the Work; however, should a conflict arise Special Provisions shall take precedence. The following Special Provisions apply to either the project as a whole (general work) or specifically to the individual items of work listed in the Schedule of Unit Prices. The purpose of these Special Provisions is to clarify the work that shall be performed, or to infer beyond reasonable doubt, that work which is required under an item in the Form of Tender, for the contract price.

The work under this contract shall include all work within the limits shown on the contract drawings. In addition, the work may include work on private property where required to grade, pave, or reinstate the property. Where work extends to private property the Contractor shall obtain permission to enter such properties.

The quantities shown in the Schedule of Unit prices are the Contract Administrator's best estimate; the Contractor must satisfy himself by their own review of the site and/or take-off of the drawings that the estimated quantities are reasonable.

The prices bid for all work included in the Tender Form, unless otherwise directed in the following specifications, shall be compensation in full for the complete supply of all labour, equipment and materials necessary to construct the work as specified in, shown on, or is reasonably inferred from, the contract drawings and contract specifications.

Should access to local residences, businesses or properties or any utility or service to the properties be affected by the work, the notification of emergency agencies, utilities and/or affected homeowners shall be the responsibility of the Contractor.

All cleanup on existing roads shall be deemed to be included in the Total Tender Price.

The Contractor shall be responsible for any theft or damage to the works until the date of Substantial Performance.

3.1 Pulverizing

In-Place Full Depth Reclamation of Bituminous Pavement and Underlying Granular Pulverizing shall include the full width of each road, including tapers and paved or surface-treated shoulders and shall extend into intersections as directed by the onsite Township representative. Material shall be reclaimed to a depth of 100 mm. The depth of existing asphalt or surface treatment is +/-50 mm. Transitions to entrances shall be completed to ensure a smooth profile.

All match points to existing asphalt platforms, shall be saw cut or milled down to provide neat joints for the asphalt to be ramped to full thickness of surface course asphalt.

The pulverized material shall be shaped and compacted to the Township designated 3% crossfall prior to adding any additional granular 'A'.

All labour, material and equipment to meet the requirements as outlined above shall be included in the bid price for the item.

3.2 Final Grade Granular

The successful bidder shall be required to supply, haul, place, shape and compact 100mm of granular "A. Final grade crossfall shall be at 2%.

3.3 Asphalt

Work under this item shall conform to OPSS 310 and 311. The successful bidder shall be required to supply, haul, place and compact HL-4 asphalt layer at a depth of 50 mm. All asphalt placed shall be compacted to 97% of their Bulk Relative Density (BRD).

Increases to the asphalt cement price index during the construction and maintenance period for both base and surface course asphalt will not be considered for additional payment by the Owner.

3.4 Shouldering Gravel

The successful bidder shall supply, place and compact granular "A" on the shoulders of newly paved roads at varying shoulder widths between 0.5 m and 1.0 m to match existing.

The material is to be applied in such a manner as to prevent any spillage of gravel onto the asphalt. Any material which does spill is to be removed immediately.

3.5 Limits of Construction

Limits of construction and grade will be set by the Town in advance of the reconstruction.

4. DRIVEWAYS

All asphalt driveways are to be saw cut or milled and tied in at a minimum 1.5 metres (or as directed by the Township), from the edge of the asphalt roadway with a proper joint.

Gravel driveways are to be ramped back to match existing driveways using new granular A material.

The costs to complete the work to tie in for driveways is to be included in the works noted above.

5. SCHEDULE OF WORK

The Township noise bylaw permits construction work from 7am to 10pm weekdays. Work on weekends or statutory holidays is not permitted unless specifically approved in writing by the Township.

6. MATERIALS SUPPLIED BY THE CONTRACTOR

The Contractor shall base this submission on the materials specified as to quality and price. The Contractor may, however, after acceptance of his tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Township.

7. TRAFFIC CONTROL

General

The Contractor must cause as little interference as possible to traffic.

All methods of traffic control shall be in accordance with the Ontario Traffic Manual Book 7, Ministry of Transportation Ontario and must meet with the approval of the Contract Administrator.

The Contractor shall provide an adequate number of flagmen to direct traffic at all times during construction to the satisfaction of the Contract Administrator.

Traffic Control & Signs

The Contractor shall provide for vehicle movement from all driveways and parking lots, which presently have access along the line of construction and shall maintain continuous access to adjacent buildings.

The Contractor shall supply, place and maintain all barricades, warning signs, delineators and flashing lights necessary for the protection of public and the work, including warning signs of construction operations maintained at all ends of the Contract, for the duration of the Contract, in accordance with the Ontario Traffic Manual Book 7, Ministry of Transportation of Ontario.

The Contractor shall supply signs with:

- High Intensity Grade Reflective Sheeting
- Warning Signs: All Warning Signs
- Temporary Condition Signs, as required
- Engineering Grade Reflective Sheeting
- All remaining signs

All signs, flashers, barricades and delineators shall be cleaned and maintained throughout the duration of the Contract at the Contractor's expense.

The Contractor shall have a competent person on duty at all times for emergency calls after construction hours and during weekends. It shall be the Contractor's responsibility to supply the Contract Administrator with the name and telephone number of the person to be contacted during these periods.

The Contractor shall in any event and in particular, when directed by the Contract Administrator, supply an adequate number of traffic control persons to direct traffic during construction, in accordance with the Ontario Traffic Manual Book 7 and procedure outlined in the pamphlet "Guidelines for Training Traffic Control Persons" issued by the Construction Safety Association of Ontario and as per O. Reg. 213/91, S.69.

8. QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Contractor shall be responsible for quality assurance and quality control of all work. A quality assurance/quality control plan is to be provided for review and approval by the Contract Administrator, prior to commencement of work.

9. MEASUREMENT AND PAYMENT

Unless otherwise noted in the Schedule of Unit Prices, no measurement of quantities will be made for the General Work. No direct payment will be made for any of this General Work. The Contractor

shall allow in the unit prices bid for all labour, materials and equipment necessary for the General Work described herein or specified elsewhere in the Contract.

10. COMPLETION OF THE WORKS

As soon as, in the opinion of the Township, the work has been substantially performed and has satisfactorily passed any final tests required under the terms of the Contract, and the Contractor has given a written undertaking to complete any outstanding work expeditiously the Township will consider the works complete.

11. PAYMENT

Within Thirty (30) days after the issuance of the date of Satisfactory Completion, the Manager of Public Works will authorize the payment of all invoices in accordance with the value of work agreed to.

Before payment and at any time as required by the Township, the Contractor is required to produce satisfactory to the Township to the effect that there are no liens, garnishes, attachments of charges or monies due to the said Work or Contract.

12. PROGRESS OF WORK AND 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 by the completion date stipulated on the quotation, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$50.00 for liquidated damages for each and every calendar days delay in finishing the work in excess of the date of completion prescribed and it is agreed that this amount is an estimate of the actual damage to the Owner, which will accrue during the period in excess of the completion date stipulated.

The Owner may deduct any amount due 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 Owner.

13. SUBCONTRACTORS

- 13.1 Respondents shall submit a list of their Subcontractors containing the names of all of the Subcontractors which the Respondent shall use to perform work under the Contract and the division or section of Contract work to be completed by each Subcontractor, using Schedule II in the Quotation Form.
- 13.2 Respondents shall ensure that all Subcontractors selected and named have experience in the Subcontract work described, have submitted their Subcontract prices in strict accordance with the Quotation Documents, and that they shall execute their work with competence and within the required time frame.
- 13.3 Respondents shall ensure that all Subcontractors submitting Quotes shall be actively engaged in work of the type described and shall be able to show proof upon request by the Owner of previous work of similar nature performed by them.
- 13.4 Respondents shall not show "Own Forces" in their list of Subcontractors, except where the Respondent's intent is to employ the Respondent's own qualified on-staff personnel to perform such work.
- 13.5 Respondents shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any

Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

- 13.6 Respondents shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.
- 13.7 No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Respondent with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its Quotation with no consequences to the Owner.
- 13.8 The Owner reserves the right to reject a Subcontractor for reasonable cause. Upon such rejection, the Respondents shall be required to propose an alternate Subcontractor without resulting change to the Quote.

14. NON-RESIDENT SUBCONTRACTOR

The Contractor shall ensure that all Subcontractors whom it proposes to use for carrying out any of the Work and who are non-resident in Ontario or Canada have:

- a) registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such Work; and
- b) obtained all necessary approvals, consents, permits, licences, certificates, registrations and other authorizations prior to execution of the subcontract.

15. HARMONIZED SALES TAX (HST)

HST is applicable to the items listed herein and is to be included as provided for on the Schedule of Items & Prices.

16. RESPONDENTS RESPONSIBILITIES

The work covered by this contract will consist

- No person, firm or corporation, other than the Respondent, has any interest in this quotation or in the proposed works for which this quotation is made.
- This quotation is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a quotation for the same work and is in all respect fair and without collusion or fraud.
- No member of the Council and no officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in or in any portion of the profits thereof, or in any of the monies to be derived there from.
- All prices quoted in Canadian currency.
- It is the responsibility of the successful respondent to maintain a suitable stock and equipment and replacement parts.

TENDER FORM

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

TENDER #: 2020-05

HOT MIX PAVING

DOCUMENTS TO BE ENCLOSED WITH THIS TENDER FORM

- Tender Form Signed & Sealed
- Schedule I - Items & Prices
- Schedule II - List of Subcontractors
- Schedule III - List of References
- Schedule IV - List of Experience in Similar Projects & Equipment
- Bid Security - \$ _____

UPON AWARD

- Original Signed Agreement (upon award)
- Insurance Certificate (upon award)
- WSIB Certificate (upon award)
- Material Data Safety Sheets (upon award)
- Covid-19 Pandemic Emergency Preparedness Plan (upon award)

RESPONDENT INFORMATION FORM

RESPONDENTS must complete this form and include with the Tender Submission
Please ensure all information is legible.

1.	COMPANY NAME:	
2.	Respondent's Main Contact Individual	
3.	Office Phone #	
4.	Address (inc Postal Code)	
5.	Toll Free #	
6.	Cellular #	
7.	Pager #	
8.	Fax #	
9.	e-mail address	
10.	Website	
11.	GST Account #	
12.	Manufacturer ISO Certified?	YES # _____ NO

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing Tenderd includes the provision set out in such addendum(s)

ADDENDUM #**DATE RECEIVED**

Check here if NO Addenda received.

RESPONDENT_____
SIGNATURE_____
DATE

To The Corporation of the Township of Clearview, Hereafter called the "Owner":

I/WE _____ the undersigned declare:

1. THAT I/WE understands and accept the said provisions, specifications and conditions and for the prices set forth in this Tender, hereby offers to furnish all tools, machinery, apparatus and other means of construction, furnish all materials, except as otherwise stated in the contract and to complete the work in strict accordance with the provisions, specifications and conditions referred to in the Schedule of Provisions.
2. THAT I/WE have carefully examined the provisions, specifications and conditions described herein, and has carefully examined the sites and locations of the work to be done under this contract. The contractor understands that the quantities shown in this Tender are approximate and are subject to increase or decrease.
3. THAT I/WE attached a Cash Security or Bid Bond in the amount specified in the Tendering Requirements, made payable to the Township of Clearview, is attached to this Tender. The proceeds of this cheque will, upon acceptance of the Tender, constitute a deposit which will be forfeited to the municipality if the Contractor fails to file with the municipality, an executed form of agreement for the performance of the work prepared by the municipality in accordance with this Tender and the provisions, plans, specifications and conditions attached hereto within 10 days from the date of acceptance.
4. THAT I/WE understand that the Tender quantities are estimates only and may be increased or decreased by the municipality without alteration of the contract price.
5. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Tender or in the Contract proposed to be taken.
6. THAT this Tender is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same Work and is in all respects fair and without collusion or fraud.
7. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
8. THAT the several matters stated in the said Tender are in all respects true accurate and complete.
9. THAT I/WE do hereby Tender and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Tender, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Tender herein.
10. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
11. THAT this Tender is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Respondent for the said Work or Sixty (60) Working Days, and prices for as long as stated

elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Tender whether any other Tender has been previously accepted or not.

- 12. THAT if I/WE withdraw this Tender before the formal Contract is executed by the Awarded Respondent for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Tender deposit accompanying this Tender shall be forfeited to the Owner.
- 13. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Tender.
- 14. THAT if the Tender is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Tender or to advertise for new Tenders, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Tender and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Tenders, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
- 15. THAT I/WE agree to save the Owner , its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Respondent is not the patentee, assignee, or licensee.
- 16. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Respondents and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Respondents and Manufacturers" (unless all sub-contractors, Respondents and manufacturers are legibly and properly named, the Tender may be declared informal).
- 17. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Tender document.
- 18. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.
- 19. This is the itemized Tender Sheet attached to and forming part of this Tender. A certified deposit cheque, in the amount of 10% of the Sub-total amount listed in the Schedule of Unit Prices, payable to the Corporation of the Township of Clearview, in the amount of \$_____ is enclosed.

20. **THE TOTAL TENDER PRICE (EXCLUDING TAXES):** _____

_____ **DOLLARS (\$_____)**

Insert Price in word, words take precedence over numeric in lawful money of Canada.

21. The Respondent hereby accepts and agrees that the Addendum/Addenda referred to in Item 7 form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before forty eight (48) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Township of Clearview.

22. By signing the attached Tender, the Contractor certifies that s/he is familiar with the work and has expressed any concern or question regarding the ability to perform the required work prior to submitting the Tender.

The undersigned affirms that he/she is duly authorized to execute this Tender.

RESPONDENT'S SIGNATURE AND SEAL: _____
(I have authority to bind the company)

POSITION: _____

WITNESS: _____
(If not under seal)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____
(City/Town)

THIS _____ DAY OF _____ 2020.

SCHEDULE I
HOT MIX PAVING

SCHEDULE ITEMS AND UNIT PRICES

The Respondent hereby Tenders and offers to enter into the Contract referred to and to Supply and do all or any part of the Work which is set out or called for in this Tender, at the unit prices, and/or lump sums, hereinafter stated. The Total Tender amount shall include all costs incurred, excluding applicable taxes.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Pulverizing - All labour, material and equipment to meet the requirements of Part II Section 3.1	44,250 sq.m		\$
2	Final Grade Granular - All labour, material and equipment to meet the requirements of Part II Section 3.2	44,250 sq.m		
3	Asphalt - All labour, material and equipment to meet the requirements of Part II Section 3.3	44,250 sq.m		
4	Shouldering Gravel - All labour, material and equipment to meet the requirements of Part II Section 3.4	4,500 sq.m		
SUB-TOTAL CONSTRUCTION				**\$
HST 13%				\$
TOTAL PRICE				\$

(* * Transfer Total to Item 20, Page 30)

I/we , certify that we are in **full compliance** with the Workplace Safety Insurance Board and have trained our staff and have received all certificates for such training as required of us by the Workplace Safety Insurance Board. If required and when asked we will provide copies of any and all training certificates.

W.S.I.B. Account #: _____.

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

GST/HST Registration number _____

All quantities are approximate and are for estimating purposes only. Due to budgetary considerations and field conditions, the estimated quantities may be increased, decreased or deleted. No consideration will be given for any adjustment in the unit prices Tender resulting from any changes in the actual quantities of work performed.

By signing the attached Tender, the Contractor certifies that s/he is familiar with the work and has expressed any concern or question regarding the ability to perform the required work prior to submitting the Tender.

Date: _____, 2020

Authorized Person: _____	_____
Signature of Authorized Person for Contractor	Position

Witness: _____	_____
Signature of Witness	Position

SCHEDULE II

LIST SUB-CONTRACTORS

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed; otherwise name Work and Sub-Contractor proposed to be used.

The Owner reserves the right to approve all proposed Sub-Contractors and where the Owner objects to the use of any proposed Sub-Contractor, the Respondent shall use another sub-contract Respondent acceptable to the Owner. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Owner.

The Awarded Respondent may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Awarded Respondent shall only use those Sub-Contractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its Sub-Contractors.

TYPE OF WORK	SUB-CONTRACTOR	CONTACT NAME & NUMBER

SCHEDULE III

LIST REFERENCES

You must provide the information requested below. Reference checks will be completed and the decision to award the Tender will be based on the Township of Clearview’s assessment of overall qualified low Respondent. **Experience listed below must be relevant to the current project in scope and value**, it must have been completed within the past 5 years and must **NOT** be for Township of Clearview jobs. If there is additional information you wish to provide with regard to references, please do so on the reverse of this sheet. **If the Township is unable to obtain a satisfactory reference or if the reference does not respond to the reference call or if the reference chooses not to comment, the reference will be deemed unsatisfactory.**

Project Name:	
Company for whom the work was completed:	
Equipment Supplied:	
Date of Delivery of Equipment?	Approximate \$:
Contact Name at the owner’s facility:	Contact’s Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
Equipment Supplied:	
Date of Delivery of Equipment?	Approximate \$:
Contact Name at the owner’s facility:	Contact’s Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
Equipment Supplied:	
Date of Delivery of Equipment?	Approximate \$:
Contact Name at the owner’s facility:	Contact’s Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

SCHEDULE "IV"
BIDDER'S EXPERIENCE IN SIMILAR WORK & EQUIPMENT DESCRIPTION

Respondents must submit a minimum of Three (3) examples of similar work performed.
Respondents must also provide examples of similar work performed for a minimum of the last Five (5) years.

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK WAS PERFORMED	\$VALUE

NOTE: Please provide contact names and phone numbers for all references

THIS INDENTURE made this _____ day of _____ 2020

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW hereinafter called the "**Owner**", the party of the FIRST PART

-AND-

hereinafter called the "**SUPPLIER**", The Party of The SECOND PART WHEREAS the Owner has awarded to the Supplier the Contract for the:

Tender #2020-05

Hot Mix Paving

According to plans, specifications and general requirements herein referred to, the Supplier having put in a Tender therefore, a copy of which is hereto annexed, which Tender was accepted by

the Owner on the _____ day of _____ 2020

at a total Tender price of (excluding HST) \$ _____

IN WITNESS THEREOF, the Supplier and Owner have hereunto signed their name and set their seal on the day first above written.

SUPPLIER

(
 (

 Signature

 Position (I have authority to bind the Company)

 Witness (If not under Seal)

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(
 (
 Per: _____
 Doug Measures, Mayor

 Per: _____
 Pamela Fettes, Clerk