

THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY

TENDER NUMBER: **MV 2023-04**

SEALED TENDERS WILL
BE RECEIVED BY:

Hilary Kutchkoskie
Operations Manager
85 Bay Street
P.O. Box 1000
Barry's Bay, Ontario
K0J 1B0

TENDER CLOSING DATE: June 1st, 2023

TENDER CLOSING TIME: 3:00 p.m. Local Time

TENDER OPENING TIME: 3.15 p.m. Local Time

TENDER FOR: **DOUBLE SURFACE TREATMENT DST**

LOCATION: See Appendix "A" attached

(LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.)

Tender Number: **MV 2023-04**

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 (see Form M-1000 Subsection 102-2), and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, 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.

Attached to this tender is a certified cheque, in the amount of 10% of the total Tender, made payable to the Municipality. 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 complete work in accordance with the tender documents.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%. (See Form M-100 Subsection 103-3).

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

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

Name of Individual or Firm
(hereinafter referred to as
the "Contractor"): _____

Address: _____

Phone & E-mail _____

Signature of Person
Signing for Firm: _____
Date: _____

Office of Person: _____
Signing for Firm: _____

Witness or Firm Seal: _____

2.0 TENDERING PROCEDURES

- 2.1 All inquires concerning the tender, prior to tender closing shall be directed to: Hilary Kutchkoskie, Operations Manager 613-756-2747, Cell 613-633-6164 or Michael Phillips, Operations Supervisor Telephone Cell 613-639-5313
- 2.2 Notification of Acceptance of Tender will be by telephone and written form of 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.
- 2.3 A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

3.0 TENDER REQUIREMENTS

- 3.1 A certified cheque, made payable to the Municipality, in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes. 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.
- 3.2 The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,0000 per accident in the name of the Municipality. Failure to provide such proof may result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100 Subsections 106-1 and 106-2).
- 3.3 The successful bidder shall also deliver on request, proof of Workers' Compensation Board coverage, within ten (10) calendar days of receiving the Acceptance Notice.
- 3.4 The successful bidder shall provide proof of their compliance with the Provincial Retail Sales Tax requirements by providing their registration number within ten (10) calendar days of receiving the acceptance notice.

4.0 BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirement will be disqualified:

- 4.1 Tender must be legible, in ink, by typewriter or by printer.
- 4.2 Tender must be in possession of the Municipality by the closing date and time.
- 4.3 Tender must be on form provided.
- 4.4 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.
- 4.5 All items must be bid.
- 4.6 Tenders must not be restricted or modified in any way.

TENDER

Surface- 2.0 Km DST

Application Rates

HF150 Emulsion 3.4 litres per sq.m. (Total)
 Class 2 (5/8 aggregate) 20 kg. Per sq. m
 Class 6 (HL3 stone) 19 kg. Per sq. m
 Granite material to be utilized

** Any applicable H.S.T to be included in H.S.T line **

Location	Type	Approx Length	Unit Price	Total's
Kartuzy Road	D.S.T for total length over A-gravel.	<u>2.0 Km</u>	Per Km	
In conjunction with DST supply and apply A-gravel, grade and compact OPSS 1010	A-gravel OPSS 1010	<u>2000</u> Metres in length and <u>2000</u> Tonnes as directed	Per Tonne	
Culvert Replacement- (Measurements km from Sibera Road) 900mm x 18m- .3km 600mm x 12m .7km 600mm x 12m .9km 600mm x 12m 1.1km 600mm x 12m 1.35km 450mm x 12m 1.7km	HDPE type culverts All culverts to be compacted. gran "A" to be utilized as bedding material.	1-18m x 900mm 4- 12m x 600mm 1-12m x 450mm	Per Meter	

TOTAL ESTIMATED TENDER \$ _____

H.S.T. shall not be included in the above price(s). The amount of H.S.T. based on the overall price bid is:

.....H.S.T. \$ _____

TOTAL TENDER PRICE \$ _____

5.0 GENERAL CONDITIONS

5.1 Ontario Provincial Standard Specification and Form M-100

Form M-100 "General Conditions of Contact" and the Ontario Provincial Standard

Specifications listed below apply on this contract, unless otherwise stated in the tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial Standard Specification below or to Form M-100. Form M-100 and the following specifications are available for review at the Office of the Municipal Clerk. Copies may be obtained from the Ministry of Transportation in Downsview, Ontario.

- (1) OPSS FORM 302 CONSTRUCTION SPECIFICATION FOR PRIMING
- (2) OPSS FORM 304 CONSTRUCTION SPECIFICATION FOR SINGLE AND DOUBLE SURFACE TREATMENT
- (3) OPSS FORM 1103 MATERIAL SPECIFICATION FOR EMULSIFIED ASPHALT

5.2 Payment, Holdback and Completion

Paragraphs 1 through 4, inclusive, of Form M-100, Subsection 108-3, are canceled and replaced by the following seven paragraphs:

Monthly payments will be paid for 90% of the estimated value of the work performed, within 30 calendar days of certification of the work estimate by the Contractor. The Municipality shall prepare the estimate.

In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

When the Contract is 97% complete, and again when the Contract is complete, the Contractor at the Contractor's costs, shall immediately publish these facts in a local newspaper, for the benefit of staff and creditors.

"Completion" is deemed to occur when the work remaining is the lesser of \$1,000, or 1% of the total cost.

The Contractor agrees not to seek approval for "Substantial Completion" of the contract, nor approval for "Completion" of a subcontracted portion of the Contract. Only approval for "Completion" of the entire Contract will be sought by the Contractor. (Also see Form M-100 Subsection 103-4 and 103-5 and the Construction Lien Act).

As soon as possible following the certification of completion of the Contract, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contract and any Subcontractors. The Contractor shall return the certified final estimate and Workers' Compensation Board clearances within 30 calendar days.

Holdback, not including an amount retained for unresolved claims, will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is “Complete”.
(See the Construction Lien Act)

5.3 Performance Evaluation

Failure to execute the contract in a competent manner shall result in the bidder’s disqualification from bidding on the Municipality’s contracts for a period of two (2) years.

5.4 Engineer, Authority, Ministry and Municipality

The terms Corporation, Inspector, Engineer, Authority and Ministry shall be deemed to be the Municipality.

5.5 Special Provisions

Special Provisions applicable to this tender are set out in Appendix “A” attached.

COMPLETION DATE

The Contractor shall complete the work by: **September 15, 2023**

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 the work to be completed by the above date.

Additional costs incurred shall be deemed to be included in the price bid for the works.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time (see Form M-100 subsection 107-2), then the Contractor agrees to pay the Municipality a sum of: \$200.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

APPENDIX "A"

SPECIAL PROVISIONS

1. For surface treatment areas on granular grade, the Contractor will be responsible for Pulverizing existing surface, application of granular 100 mm including entrances, compacting to 98% compaction density, applying final grade at 3% cross fall and the rolling with a steel tired roller before application of surface treatment.
2. The Municipality must be notified by the Contractor at least 5 days prior to the commencement of any operation.
3. O.P.S.S. Form 304, Section 304.01.02, "Double Surface Treatment" is amended in that where a double surface treatment is a requirement of the contract, the first application shall be of Class 2 aggregate and the second be of Class 3 aggregate shall constitute the double surface treatment.
4. Measurement for payment of the quantity of aggregate supplied and applied to the road shall be by volume as per O.P.S.S. Form 302.09.02.02. and 304.02.02.
5. The first application of surface treatment shall not extend in excess of 1.6 kilometres (1 mile) prior to the placing of the second application of surface treatment.
6. The aggregate for Item 3 shall conform with O.P.S.S. Form 304, Section 304.05.02.02, Table 1, Gradation Requirement for Class 2 aggregates.
7. The aggregate for Item 3 shall conform with O.P.S.S. Form 304, Section 304.05.02.02, Table 1 Gradation Requirements for Class 3 aggregates.
8. Tenders submitted by fax will not be considered.
9. The contractor shall guarantee all materials and workmanship for a period of Twelve (12) months. The contractor shall produce documentation of their standard Twelve month warranty.

10. The materials are to be placed on the following roads as directed by the Operations Supervisor

Location	Type	Approx Length
Kartuzy Road	D.S.T	2.0 km
Kartuzy Road	A-gravel	2000 Tonnes

For Further Information Please Contact:

Mr. Hilary Kutchkoskie, Operations Manager Telephone- 756 –2747 Ext 215

Cell #633-6164

Mr. Michael Phillips, Operations Supervisor

Cell #639-5313

Township of Madawaska Valley

PO Box 1000

Barry's Bay, Ontario K0J 1B0

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