



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDERS

**Tender Number F18-INF-2018-010
(HOT MIX ASPHALT PATCHING)**

Request for Proposals Issued On: 26-FEB-2018

Proposal Submission Deadline: 2:00:00pm on 19-MAR-2018 Local Time in Clarence-Rockland Ontario,
Canada

Deliver to:

The Corporation of the City Clarence-Rockland

1560 Laurier

Clarence-Rockland

Client Service Center

Rockland, ON

K4K1P7

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COMMUNICATIONS

All questions related to this Tender, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

Single Point of Contact:

Buyer Gerald Lalonde

Tel: 613-446-6022, Ext. Ext 2206

E-mail: Glalonde@clarence-rockland.com

All questions relating to this Request for Tender or any clarification with respect to this Tender should be made in writing. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Bidders and will be issued as part of the Tender Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda must be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential bidders by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Bidder find omissions from or discrepancies in any of the RFT documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at www.Clarence-Rockland.com and Merx.

If Bidders fail to report any discrepancies, errors or omissions to the Buyer as specified, Bidders will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, Bidders are encouraged to review the document in full before the deadline for questions.



SECTION 1.0

INSTRUCTIONS TO BIDDERS

1. **ELIGIBILITY TO PARTICIPATE**

Open competition.

2. **SUBMISSION OF BID**

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on 19-Mar-2018.

Bids received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened and returned to the bidder. Fax or electronic (e-mail) submissions will not be accepted.

3. **PROPOSAL TIMELINE**

Event	Anticipated Date
Request for Tender issued	26-FEB-2018
Last Day for submitting e-mail inquiries	12-MAR-2018
Proposals due from firms	19-MAR-2018 2:00
Evaluations	Apr 2018

4. **GENERAL DESCRIPTION**

The Corporation of the City of Clarence-Rockland is requesting bid submissions to include all labour, equipment and materials for the supply and placement of Hot Mix Asphalt as described in this tender document.

5. **LATE BIDS**

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Bidder to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes NO responsibility for Bids submitted via third parties and will NOT guarantee placement in the Bid Deposit box by closing time.

6. **OPENING OF BIDS**

Bids will be opened publicly by Procurement Services staff; the names and all Bid totals will be posted to the City Web Site and Merx once the project has been awarded.

Time 2:00 PM on 19-Mar-2018

Site: City Hall



SECTION 1.0

INSTRUCTIONS TO BIDDERS

7. WITHDRAWAL OF BIDS

A Bidder may withdraw their Bid by written notice on business letterhead, clearly identifying the project, signed by an authorized individual and received by Procurement Services UNTIL 1:59 PM Local Time on the closing day. Faxes will be accepted (613) 446-1497 with the receiving time at Procurement Services being the "Official" time of receipt. Procurement Services takes NO responsibility for fax transmittals NOT being received on time, regardless of when they were transmitted.

If more than one (1) bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the Bid Envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

8. ADDENDUM / ADDENDA

All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or consultant.

N.B. It is the responsibility of the vendor to check the City Web Site and Merx Web sites for any possible addenda.

Bidders will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.

Bidders will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Bidders should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

9. REJECTION OF BIDS

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant bidder.



SECTION 1.0

INSTRUCTIONS TO BIDDERS

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to the Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the bidder.

10. **BID IRREGULARITIES**

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

<u>Irregularity</u>	<u>Consequence</u>
<ul style="list-style-type: none"> Late Bids 	<ul style="list-style-type: none"> Rejection
<ul style="list-style-type: none"> Bid security not provided or not in the form or amount that is specified 	<ul style="list-style-type: none"> Rejection
<ul style="list-style-type: none"> Bid security not signed by the Bidder or the bonding company 	<ul style="list-style-type: none"> Rejection
<ul style="list-style-type: none"> Bids not completed in ink 	<ul style="list-style-type: none"> Rejection
<ul style="list-style-type: none"> Signature missing from signature page 	<ul style="list-style-type: none"> Rejection
<ul style="list-style-type: none"> Qualified Bids (Bids qualified or restricted by an attached or added statement) 	<ul style="list-style-type: none"> Rejection, unless allowed for in the Bid Solicitation
<ul style="list-style-type: none"> Bids received on documents other than those provided in the request 	<ul style="list-style-type: none"> Rejection, unless allowed for in the Bid
<ul style="list-style-type: none"> Part Bid (all items not Bid) 	<ul style="list-style-type: none"> Rejection, unless allowed for in the Bid
<ul style="list-style-type: none"> Failure to attend a mandatory meeting 	<ul style="list-style-type: none"> Rejection
<ul style="list-style-type: none"> Bids containing errors in extensions, additions, or computations 	<ul style="list-style-type: none"> The City has the right to correct mathematical errors
<ul style="list-style-type: none"> The City of Clarence-Rockland will not accept Bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed by the Bidder 	<ul style="list-style-type: none"> The Bidder has 48 hours after the close of the Bid to initial these pages, but will not be allowed to make any changes.
<ul style="list-style-type: none"> Bids which suggest that the Bidder has made a major mistake in calculations or the Bid 	<ul style="list-style-type: none"> Decision will be made on a case by case basis and in consultation with the Manager of Procurement Services and the Legal Department
<ul style="list-style-type: none"> Addenda not acknowledged 	<ul style="list-style-type: none"> The Bidder has 48 hours to acknowledge Addenda, but is not allowed to make any changes to their Bids



SECTION 1.0

INSTRUCTIONS TO BIDDERS

11. **BIDS IRREVOCABLE**

Bid submissions are an offer to the City, are irrevocable for a period of one hundred and twenty (120) calendar days, and may not be withdrawn by the Bidder after closing. Bids are open for acceptance by the City for a period of one hundred (120) calendar days.

12. **BID SUBMISSION FORM**

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and identifies the Bidder.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialled by the Bidder in ink.

The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialled by the bidder, or bids with any alterations to the original bid request document.

13. **REQUIREMENTS OF BID**

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on 19-MAR-2018

Bidders are required to submit the following with their Bid:

- ~ Bid Submission Form
- ~ Pricing Schedule
- ~ List of Proposed Equipment
- ~ Bidder's Experience In Similar Work
- ~ Agreement to Bond

14. **PRICING**

All prices as submitted shall include all costs such as, but not limited to, labour, travel time, equipment, truck charges, materials, overheads, warranty and profits, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any Bidder beyond the prices provided in the Bid.

All prices must be quoted in Canadian Funds, inclusive of all applicable duties, taxes, any and all foreseeable costs required for the fulfillment of this contract.



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INSTRUCTIONS TO BIDDERS

15. **AWARD**

The lowest or any Bid shall not necessarily be accepted.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council (if applicable), and conveyed as a PO by Procurement Services to the successful Bidder or an executed agreement which has been signed by the City and the successful Bidder.

16. **AGREEMENT**

Upon acceptance of the tender by the Municipality, the Contractor shall be required to conclude the attached agreement with the City of Clarence- Rockland, specifying the aforementioned conditions and specifications.

17. **REQUIREMENTS UPON ACCEPTANCE**

Prior to award, the recommended Bidder is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

- i) The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:
 - a) Insurance Certificate;
 - b) Contract Security/Performance Bond
 - c) a current copy of the Workplace Safety and Insurance Clearance Certificate, and
- ii) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City

18. **BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND**

It is a matter of great importance to the City in the administration of this contract that the City's relationship with the successful bidder should be as productive, amicable and harmonious as is reasonably possible.

For the purposes of this section:

- (a) "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;



SECTION 1.0

INSTRUCTIONS TO BIDDERS

- (b) "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When:

- (i) A bid is received from a bidder who is threatening litigation or is pursuing litigation against the city in relation to previous contracts awarded to that bidder by the City; or,
- (ii) A bid is received from a bidder, against whom the City is pursuing litigation,

Active or pending litigation against the City by a vendor will prevent consideration of any bid submitted by that vendor. Each bidder expressly agrees in submitting a bid for this contract that, it shall have no claim for damages from the City in consequence of such rejection whether or not the litigation, or threatened litigation with the City which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

19. **TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the *Accessibility for Ontarians with Disabilities Act, 2005*, requires that the contractor (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- Instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html> . The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Engineering staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.



SECTION 2.0

STANDARD TERMS & CONDITIONS

DEFINITIONS:

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, Tender or Proposal submitted to the City in response to a Bid Solicitation.
- 3) Bidder is a legal entity that submits a Bid.
- 4) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 5) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 6) Black out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 7) City is the Corporation of the City of Clarence-Rockland.
- 8) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 9) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 10) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 11) Contractor is any legal entity to which a Contract is Awarded.



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GENERAL REQUIREMENTS

- 12) Council is the City Council of the Corporation of the City of Clarence-Rockland.
- 13) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 14) Procurement Services means the section of the Finance that is responsible for the Procurement of Goods and/ or Services for the City.
- 15) Purchase Order means; a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
b) may be used as the City's Contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 16) Tender is a submission received in response to a Request for Tender.
- 17) Vendor is a supplier / seller of Goods and/or Services.



SECTION 3.0

GENERAL REQUIREMENTS

1. **CITY NOT BOUND**

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

2. **MATHEMATICAL ERRORS (Unit Prices Prevail)**

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the bidder, and shall be used as the basis for comparison of bid submissions.

3. **OWNERSHIP OF SUBMISSION MATERIAL**

In consideration of the right to bid being offered, the bidder (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

4. **INCURRED COST**

The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. **TAXES AND DUTY**

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) 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 or construction to be procured or provided during the term of this contract, the Bidder and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the City's attention any such changes.
- ii) The Bidder shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the vendor's charges to the City.



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- iv) It is the Bidder's responsibility to investigate and otherwise familiarize themselves with all applicable federal and provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

6. **GOVERNING LAW**

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

7. **COPYRIGHT**

The copyright for respective procured concepts and/or materials will become the property of the City of Clarence-Rockland unless otherwise mutually agreed upon by the successful Bidder and the City.

8. **ABILITY AND EXPERIENCE OF BIDDERS**

The City reserves the right to reject any BID unless the bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a bidder who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licences, evidence of financial stability.

9. **FREEDOM OF INFORMATION**

All information supplied to the City in this document becomes the property of the City of Clarence-Rockland and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The names and bid amount of all bidders will be disclosed in accordance to our Procurement By-law.



SECTION 3.0

GENERAL REQUIREMENTS

Bidders agree that all documentation and information contained in any Bid Submission become the property of the City of Clarence-Rockland and as such, may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*. Although the City of Clarence-Rockland can in no way be responsible for any interpretation of the provision of this *Act*, if any Bidder believes any part of its Bid Submission reveals any trade secret of the Bidder, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder and if the Bidder wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

10. **WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

The Tender submission will be considered written confirmation of compliance with the Occupational Health and Safety regulations which includes W.H.M.I.S. training. W.H.M.I.S. information on training is available through the Construction Safety Association at 1-416-366-1501.

11. **CONFLICT OF INTEREST**

(a) Neither the Contractor nor any person, firm or corporation associated or affiliated with or subsidiary to the Contractor or its subcontractors shall tender for a project, or have an interest either directly or indirectly in the in a project that arises from the Services provided as a result of this contract, without the prior written consent of the City.

(b) The Consultant is required to disclose to the City, prior to accepting this assignment any potential conflict of interest.

(c) If a conflict of interest exists, the City may, in their discretion, either withhold this assignment until the matter is resolved to the satisfaction of the City, or award the assignment to another firm.

(d) The Contractor acknowledges and agrees that he/she/it shall not act, work or



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GENERAL REQUIREMENTS

provide services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the City of Clarence-Rockland), to those of the City of Clarence-Rockland with regard to the project for which the contractor was retained by the City. In the event of a breach of this obligation by the contractor he/she/it shall be responsible for all costs incurred or suffered by the City, including legal costs on a solicitor and client basis.

12. INSURANCE/INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Contractor's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Contractor.

The Contractor, during the term of the contract, at its expense, shall take out and keep in full force and in effect the following insurance policies:

- a) **Commercial General Liability insurance** insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, contingent employer's, and owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Clarence-Rockland as an additional insured;

- b) **Non-owned automobile insurance** to a limit of not less than one million dollars (\$1,000,000) and;
- c) **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$1,000,000).

All policies of insurance shall:

- (i) be written with an insurer licensed to do business in the Province of Ontario;
- (ii) contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;



SECTION 3.0

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- (iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland and any deductible amounts will be borne by the Contractor.

Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

13. **INSURANCE CLAIMS**

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.
- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.



SECTION 3.0

GENERAL REQUIREMENTS

14. **DEFAULT**

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful bidder to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

15. **TERMINATION**

In the event that the contractor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the contractor notice in writing of such failure. In the event that the contractor has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice, and exercise its rights to the performance security provided by the contractor;
- b) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- c) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

16. **SUSPENSION OF BIDDERS**

At the discretion of Procurement Services, any Bidder may be suspended from consideration of their Bids for up to 3 years for default of delivery, unsatisfactory performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

17. **REJECTION**



SECTION 3.0

GENERAL REQUIREMENTS

- 17.1 If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original Bid request and any subsequent order, the City in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the Vendor's expense.
- 17.2 Without limiting the foregoing right of rejection, the City shall have the right to require prompt replacement, repair or correction of defective work or goods at the risk and expense. If the Vendor is unable or unwilling to effect such replacement, repair or correction the Corporation may do so by using its own workers, goods or facilities or by outside contract and shall be entitled to charge the original Vendor for excess costs directly or indirectly occasioned thereby.

19. VENDOR RESPONSIBILITIES

- 18.1 It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Tender, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.
- 18.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

19. CONTRACT AND VENDOR REQUIREMENTS

The vendor hereby covenants and agrees that if their Tender, or any part thereof is accepted by the Corporation, they:

- a) Shall perform the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for advertising, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- d) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,



SECTION 3.0

GENERAL REQUIREMENTS

- e)
 - (i) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Vendor/contractor shall provide appropriate information and Material Safety Data Sheets, where required, with the shipment
 - (ii) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

20. **INVOICE REQUIREMENTS**

The Contractor will submit to the City of Clarence-Rockland, Finance – Accounts Payable (ap@clarence-rockland.com), an invoice for payment at the completion of work.

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

21. **PAYMENT TERMS**

Net 45 days after receipt of invoice unless a discount for quick payment is offered. No other terms of payment will be accepted whether stated / implied without written approval. Payment may be delayed if the goods and / or services are not acceptable to the Corporation.

22. **PERFORMANCE BOND**

The successful tenderer will be required to supply a Performance and Maintenance Bond in the amount of 50% (Fifty Percent) of the Awarded Contract Price, issued by an approved Surety Company for the faithful performance of this contract, including the maintenance guarantee for the time specified.



SECTION 3.0

GENERAL REQUIREMENTS

SECTION 3.0

GENERAL REQUIREMENTS

1. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

2. TOXIC AND HAZARDOUS SUBSTANCES

If the Successful Contractor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Successful Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the City in writing.

3. LICENCES AND PERMITS

The successful bidder will be responsible for applications and fees associated with any and all **licences and permits** required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

4. EVIDENCE OF QUALITY

It is the bidder's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and bidders may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of the City of Clarence-Rockland.



SECTION 3.0

GENERAL REQUIREMENTS

5. LABOUR DISPUTES

The obligations of the successful bidder hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the contractor, or otherwise.

6. GUARANTEED MAINTENANCE AND WARRANTY

6.1 Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of *Twelve (12) Months* after the City/or Consultant and contractor measure all complete items ready for payment purposes. The Contractor shall correct any imperfections due to material or workmanship. The decision of the City/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the City/or Consultant, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.

6.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.

6.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the City the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

7. CONTRACT TERM

FROM JUNE 5, 2018 TO Sept 30, 2018

8. EXISTING SERVICES

The position of utility pole lines, underground conduits and services, watermains, sewers and other underground and over ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. The City of Clarence-Rockland will not be responsible for damages or extra work caused or occasioned by the Contractor relying on this or any other information or records.



SECTION 3.0

GENERAL REQUIREMENTS

Before starting work, the Contractor shall familiarize himself of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the contractor himself, the costs involved shall be borne by the Contractor. The contractor will be responsible for any fees that may be associated with these services.

9. INSPECTION AND CONTROL OF SITE

A representative of the City (appointed by the City) reserves the right to review & inspect the work. The presence of a said representative does not indicate satisfaction or compliance unless these comments are made by the representative and submitted to the contractor in written form.

10. CONTRACTOR'S USE OF SITE/TRAFFIC CONTROL

The Contractor shall supply and maintain all necessary barricades, warning signs and flashing lights for the protection of the public and the work, including warning signs of construction operations maintained at both ends of the Contract for the duration of the Contract. Also, the Contractor shall provide flagmen for the purpose of controlling traffic. All of the above shall be in accordance with the current Ontario Traffic Control Manual (January 2014) and OPSS PROV. 706 (November 2016). Temporary Conditions – Field Edition Book 7, published by the M.T.O., which is available from the M.T.O. for a nominal fee.

The provision of OPSS 706 shall apply expect as amended or estended herein. All traffic control, procedures and devices shall be provided by the contractor and conform to the requierements of the most recent version of the following references;

- i) The Ministry of Transportation's "Ontario Traffic Manual (OTM) Books 7 and 11

The Contractor shall also place and maintain "loose gravel caution" signs at both ends of the street which received surface treatment. Signs shall remain in place until all loose gravel, or gravel float has set and vehicle traction has been assured.

11. EMERGENCY AND MAINTENANCE

The care of the works until completed, delivered to and accepted by the City rests solely with the Successful Contractor who shall assume all risk of damage to the work.



SECTION 3.0

GENERAL REQUIREMENTS

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the contracting firm shall be given to the City's contact person in charge of the project. This official shall be available at all times and have the necessary authority to mobilize workers and machinery and to take any action as directed by the City in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the Successful Contractor's negligence, Act of God, or any cause whatsoever.

Should the Successful Contractor be unable to carry out the required immediate remedial measures, the City may carry out the necessary repairs and the costs for this work shall be deducted from payments due to the Successful Contractor.

12. ENVIRONMENTAL SUSTAINABILITY

The City of Clarence-Rockland is committed to preserving the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practical. Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. Eco Logo, Green Seal, Energy Star) for each product proposed. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

13. **QUANTITIES**

It is fully understood that this contract is specifically for the Road Maintenance Program of the City of Clarence-Rockland and does not include capital works projects such as road reconstructions, utility's installations, etc. Any capital work projects shall form separate tenders.

Where approximate or estimated quantities are indicated in the Request for Tender document, it is for the sole purpose of comparing tenders only. While these quantities have been carefully prepared in light of past experience and anticipated future requirements, the City is not bound to accept these quantities.

14. **PRIORITY OF PERFORMANCE**



SECTION 3.0

GENERAL REQUIREMENTS

The Contractor shall ensure that the operations that are subject to this contract shall rate in priority above the performance of operations under any contract with any other private or public body or person. **The contractor will receive a master list at the beginning of the contract and will be granted until August 15th, 2018 to complete the list. Subsequently if any other list is given after August 15th, 2018, the contractor will have until September 30th, 2018 to complete the contract.**

The successful Tenderer shall be required to be readily available to commence the work by the start of the scheduled maintenance operations, which are to take place at the beginning of June 2018 or by the start of asphalt plants operations.

15. C.V.O.R.

The Contractor will be known as the "Operator" with regard to C.V.O.R. (Commercial Vehicle Operator Registration) legislation as defined in the Highway Traffic Act.

16. TIME

The Proponent shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

17. HAUL ROADS

Where haul roads are damaged due directly or indirectly to the hauling operations, the Contractor will place such material and perform such work on the haul roads as is required to provide safe passage and control of traffic therein. The Contractor will on completion of the hauling operations, place such material and perform such work as is necessary to restore haul roads to their original condition.

No payment will be made for materials placed and work performed in accordance with these requirements.

18. DUST CONTROL

The Contractor will take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work. The cost of all such preventive measures will be borne by the Contractor.

19. CLEAN UP

The Contractor, at the request of the City's Public Works Department, will thoroughly remove all asphaltic and other materials along the shoulder of the road, as may have occurred during and because of the performance of the work.



SECTION 3.0

GENERAL REQUIREMENTS

The Contractor will keep the premises clean at all times and on completion of the work will remove all surplus materials, tools, equipment and debris, and leave the site in a clean and tidy condition to the complete satisfaction of the Corporation.

20. SPILLS REPORTING

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects will forthwith be reported to the City. Such spills or discharges and their adverse effects will be as defined in the Environmental Protection Act, R.S.O. 1990

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

21. W.H.M.I.S.

The Tender submission will be considered written confirmation of compliance with the Occupational Health and Safety regulation which includes W.H.M.I.S training. W.H.M.I.S. information on training is available through the Construction Safety Association at 1-416-336-1501

22. CHANGES IN THE WORK

The Owner, or Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the work; the contract price and the contract time being adjusted accordingly.

23. TENDERING PROVISIONS

The Tenderer will familiarize himself with all aspects of the work, including the Work Tender, the Instructions to Bidders, the General Conditions and Procedural Specifications. The Owner will accept no responsibility for the failure or negligence of a Tenderer in doing so.

24. PROTECTION

The Contractor will take over and assume entire responsibility for the premises in so far as they may be affected by the scope of the Contract, maintain all existing protection, provide and maintain all additional protection necessary or as may be required by governing laws, rules, regulations and ordinances. All such protection will be removed from the premises when directed.

The Contractor will indemnify and save harmless, the Corporation from and against all



SECTION 3.0

GENERAL REQUIREMENTS

claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Corporation, its employees, officers or agents may suffer as the result of the negligence of the Contractor, his employees, officers or agents in the performance of the Contract.

The Contractor will be responsible for any loss or damage caused by him or his workers to the property of Corporation and will make good any loss, damage or injury arising from the work or its execution, without cost to the Corporation.

The Contractor will provide and maintain all legal or necessary guards, railing, lights or warning signs and take all necessary precautions during the execution of the work to protect fully all persons from loss, damage or injury to their property, and will be held responsible for any loss, damage or injury, which may occur through the neglect, carelessness or incompetency of himself or his employees.

When the whole or part of the work is suspended for any reason where it needs to be extended for more than five (5) calendar days, the Contractor will notify the Public Work's Manager of Operations or his representative, will need a traffic control plan with him at all times and it shall conform with the minimum standard according to the MTO Book #7 as if to secure and protect such if his work as may be liable to damage or sustain injury from any cause.

25. CONTRACTOR'S LIABILITY

The Contractor will be responsible for all damages caused by him, his employees, agents or any workers or persons employed by him, or under his control, arising from the prosecution of the work, by reason of existence, location, condition of work or any materials, plant, machinery used there on or therein, which may happen by reason of his failure or the failure of those for whom he is responsible, to do or perform any or all at of the several acts or things required to be done by him or them under the contract. The Contractor agrees to hold the Owner safe and harmless from any such claims are third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor/client basis.

In the event that the Tender is accepted within the time provided and the Tenderer's failure to fulfill any of the requirements stipulated herein, or in the event of any purported withdrawal of the tender with the time limit set forth, the damages sustained by the Corporation as a result of the Tenderer's default, shall be assessed as being the difference between the amount of this tender and estimated cost to the Corporation of having the work done and materials supplied by any other means the Corporation judges appropriate.

**1. GENERAL DESCRIPTION**

The Contractor will supply all labour, materials, transportation, apparatus, tools, scaffolding, etc. For the entire proper and substantial completion of approximately 1,100 square meters of hot mix road patching.

2. HL3 HOT MIX ASPHALT PATCHING

- a. Tack Coat Material shall be applied to all faces of longitudinal and transverse joints on existing asphalt and /or concrete and whenever patch is applied over existing asphalt layer. All joints to be as per OPSS 310.07.11.02, 310.07.11.03 and 310.07.11.04.
- b. Longitudinal and Transverse joints shall comply with OPSS 310.07.11.01, 310.07.11.02 and 310.07.11.03.
- c. All Longitudinal and Transverse joints shall be painted with reflective paint on the face of the cut it is also the contractor's responsibility to install appropriate lights and signs as described in the protection section of this tender document.
- d. Should the removed asphalt area be left open overnight, an asphalt ramp shall be installed at no extra cost. Reflective paint shall be applied for all longitudinal and transverse joints. TC54 barrels shall be placed for protective measure.
- e. Prior to placing hot mix asphalt in patch area, all unsuitable material shall be removed and when a significant depression is present at granular base, Granular A Type II crushed stone shall be added and compacted to 100 % of its standard proctor. Any disturbed granular shall be properly graded and compacted prior to proceeding with repairs. It shall be included in the unit price.
- f. The contractor will reinstate the road shoulder with granular A Type II crushed stone and compacted to 100 % of its standard proctor.
- g. Paving Equipment shall consist in all cases of Pavers which are equipped with automatic longitudinal and transverse grade and slope controls as per OPSS 310.06.01.
- h. Rollers shall conform to OPSS 310.07.12.01 and shall be required to be able to supply compaction both in static and vibratory mode. Rollers shall be class V meaning double steel drum.
- i. Disposal of all excess and discarded material shall be of the contractor's responsibility and included within the tender price and shall be carried out in accordance with OPSS 180.
- j. The job mix formula for the Hot Mix Asphalt shall be for HL3 which meets all MTO and OPSS 1150 specifications.
- k. In some instances, the Infrastructure and Planning Inspector may require



padding correction of cross-fall and/or pavement profile over existing pavement in lieu of patching.

- I. In these instances, a key shall be cut and removed at start and end of padding and tack coat shall be applied to clean existing pavement. Once a key is cut the contractor shall keep reflective paint on the face of the cut. It is also the contractor's responsibility to install appropriate lights and signs as described in the protection section of this tender document. **No keys shall be left open for a period longer than two (2) calendar days.** Should the removed asphalt area be left open overnight, an asphalt ramp shall be installed at no extra cost.

- m. New hot mix padding shall then be keyed into start and end of padding. Average thickness specified under this contract shall be of a minimum 50 mm compacted layer. Payment shall be by Adjusted Payment Area (APA) when the average thickness is 50 % or greater than specified thickness. See formula below

$$\text{APA (m}^2\text{)} = \frac{\text{Actual Area(m}^2\text{)} \times \text{Average Thickness (mm)}}{\text{Specified Thickness}}$$

When average thickness is greater or equal than 50% of the specified thickness, the Physical Services Technician must be advised in order to observe and verify average thickness and give indications on whether or not to proceed with thicker padding.

3. **SAW CUTTING**

- (i) The unit price for saw cutting shall be included in the asphalt patching unit price.
- (ii) Saw must achieve a complete cut which shall have full penetration through layer of existing hot mix as to minimize disturbance to adjacent pavement.

4. **Adjusting Catch Basins/Adjusting Manholes/Adjusting Valve cover**

- a) Prior to adjusting or rebuilding a structure, the existing frame and cover or valve cover shall be carefully removed and salvaged. The salvaged frame and cover or valve cover shall be reuse, if in good working order. Subsequently if the replacement of the frame and cover or valve cover is not in good working condition, the City's Inspector must be advised in order to observe and verify the frame and cover or valve cover. Should a new frame and cover or valve cover be required it will be the Contractor's responsibility to supply these structures at the unit price specified in the unit price schedule. The City will **NOT exchange** any structures. It is the responsibility of the contractor to have his own inventory of structures.
- b) All adjustment of rings and risers shall be included in the unit price of the manhole and catch basin adjustment cost.



- c) When the top of the structure is to be lowered, (below risers) the concrete shall be carefully removed (cut or chipped) to the required elevation and exposed steel reinforcement shall be cut off. The upper section of the structure shall then be rebuilt to its original configuration using cast-in-place concrete and steel reinforcement as per OPSS 407.
- d) Concrete shall be placed according to OPSS 904
- e) All manhole adjustments shall be required to match road cross-fall.
- f) Measurement will be by number of structures actually adjusted or built, regardless of height.
- g) Rebuilding and Adjusting to be conducted are to be as per OPSS 408.
- h) Precast adjustment units are to be as per OPSS 1351 and installed as per **OPSD 704.010**
- i) Rubber adjustment units shall be according to OPSS 1853.
- j) Work to be carried out under this item shall include any change of elevation of any structure regardless of type and size.
- k) All existing brick work and mortar shall be removed from the top of the existing structure. A minimum of one and a maximum of three adjustment units on the top of the structure shall be placed prior to placing the frame with grate or cover.
- l) Following adjustments and rebuilding all debris shall be properly removed from bottom of structures.
- m) This item shall include all necessary saw cuts, excavation, removal of asphalt and/or concrete and disposal, placing and compaction of granular backfill to a dry density of 100 % and also any or all concrete or rubber adjustment units. After adjustments, hydraulic cement shall be applied inside the manhole and/or catch basin to fill all potential voids. It shall cover all concrete and rubber adjustments. The exterior shall have one (1) feet of asphalt collar around the manhole and/or catch basin to prevent infiltration in the structure. Any curbs and/or sidewalks having been damaged during the operations must be reinstated by the contractor.



SECTION 5.0

SPECIAL PROVISIONS

Not Applicable



SECTION 6.0

BID SUBMISSION FORMS

Bid Number: **F18-INF-2018-010**
Bid Description: **HOT MIX ASPHALT PATCHING**
Closing Date: 2819-Mar-2018
Time: 2:00 p.m. Local Time

Submitted To: Corporation of the City of Clarence-Rockland
1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

I/We acknowledge that we have received addenda numbered ___ to ___ inclusive, and the prices submitted include the provisions set out in such addenda.

Supply and Install: HOT MIX ASPHALT PATCHING

_____/100
Prices are in Canadian dollars, and excluding taxes (Dollars in Words to be inserted above)

Dollars (\$_____))
(Dollar numbers to be inserted above)

Date of Earliest Commencement of Work upon award _____

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our bid submission is correct.
3. Except as expressly and specifically permitted in the instructions to Bidders, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.



SECTION 6.0

BID SUBMISSION FORMS

- 5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Clarence-Rockland is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
- 6. My/Our bid submission will remain open for acceptance for a period of 120 (one hundred and twenty) calendar days after opening of the bids and the Corporation of the City of Clarence-Rockland may at any time within this period accept our bid submission.
- 7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission or our performing of or observing the contractual obligations of the proponent as set out in the contract.

Signed and Submitted for and on behalf of:

Company Name

Address	City	Postal Code
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X Signature of Authorized Signing Officer	Print Name, Title
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() Telephone Number	Date
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() Fax Number	Email Address
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HST Business Number	Payment Terms (E.G. 2%-10 Days, Net 45)
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Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.



SECTION 6.0

BID SUBMISSION FORMS

PRICING SCHEDULE

The Bidder hereby bids 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 Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.** The Bidder also understands and accepts that the quantities shown in the bid documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required. The Contractor agrees to honor the unit prices during the contract term.

ITEM #	SPEC. OPSS #	ITEM	UNIT	EST. QTY	UNIT PRICE \$	TOTAL AMOUNT \$
1	310	HL3 Hot mix asphalt patching	m2	1,100		
2	408	Rebuilding catch basins structure to new elevation with new frame and cover (Supplied by Contractor)	ea	2		
3	408	Rebuilding catch basins structure to new elevation with Salvaged frame and cover.	ea	2		
4	408	Rebuilding manholes structure to new elevation with new frame and cover (Supplied by Contractor)	ea	2		
5	408	Rebuilding manholes structure to new elevation with Salvaged frame and cover.	ea	2		
6	408	Adjusting catch basins with new frame and cover including risers (Supplied by Contractor)	ea	2		
7	408	Adjusting manholes with new frame and cover including risers (Supplied by Contractor)	ea	2		
8	408	Adjusting the water valve with new valve cover (Supplied by Contractor)	ea	2		
9	408	Adjusting Catch Basins with salvage frame and cover (including risers)	ea	7		
10	408	Adjusting Manholes with salvaged frame and cover (including risers)	ea	7		
11	408	Adjusting the water valve with salvaged valve cover (including risers)	ea	4		
12	310	Grinding Asphalt 40mm	m	50		
TOTAL						



SECTION 6.0

BID SUBMISSION FORMS

LIST OF PROPOSED EQUIPMENT

The Tenderer shall name and list all equipment to be used on this Contract. All costs associated with the use of specialized equipment will be included within the unit price bid for the placement of asphalt.

<u>Manufacturer</u>	<u>Make/Model</u>	<u>Description of Equipment</u>



SECTION 6.0

BID SUBMISSION FORMS

BIDDER'S EXPERIENCE IN SIMILAR WORK

State other Owners, which have been supplied/serviced by the Bidder within the last *five (5)* years for projects of a scope and nature similar to the project described in this Call for Bids. The awarded Bidder may be required to produce schedule of written references upon request.

The City reserves the right to consider, during the review of Bids, information provided in response to enquiries of references provided by the Bidder; poor reference(s) and/or an unsatisfactory safety record may result in the immediate rejection of the Bidder at the discretion of the City.

In addition, any information received in response to enquiries made by the City to third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder may also be considered.

<u>PROJECT DESCRIPTION</u>	<u>NAME AND ADDRESS OF OWNER</u>	<u>OWNER CONTACT / REFERENCE</u> c/w e-mail address :

Pursuant to Section 29(1(a) of the Municipal Freedom of Information Act, I _____, authorize the Corporation of the City of Clarence-Rockland to contact any person(s)/companies, be they listed above or not, for the purpose of obtaining reference information. Any questions regarding the use and/or content of this form should be directed to the Corporation of the City of Clarence-Rockland,— refer to “Communications” contacted listed on page 4.



SECTION 6.0

BID SUBMISSION FORMS

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for

(Name of Contractor)

in bonding totalling fifty percent (50%) of the Contract amount, and conforming to the Instruments of the Contract Attached hereto, for the full and due performance and maintenance of the works shown as described herein, if the Tender for Contract No. F18-INF-2016-002 is accepted by the Corporation of the City of Clarence-Rockland

It is a condition of this agreement that, if the above mentioned tender is accepted, application for the required Performance Bond shall be made to the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, 2018.

(Company Seal)

Name of Bonding Company

Signature of Authorized Person
Signing For Bonding Company

Position



SECTION 7.0

APPENDICES

Appendix A – COURTESY LABEL

From:

BID SUBMISSION –

F18-INF-2018-010

HOT MIX ASPHALT PATCHING

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier

Client Service Center

Rockland, ON

K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., 19-Mar-2018