

**TENDER 01-2022 HAS BEEN CANCELLED AND THIS TENDER
IS BEING ISSUED AS A NEW CALL FOR TENDER**



The Corporation of the Township of Melancthon
157101 Highway 10
Melancthon, Ontario L9V 2E6

TENDER
FOR
PLACEMENT OF HL4 HOT MIX ASPHALT
and SHOULDER GRAVEL
02-2022

TENDER BIDS - on forms as supplied by the Township of Melancthon, in sealed envelopes clearly marked as to contents, will be received by the undersigned until 1:00 p.m. local time on **June 1st, 2022.**

**THE LOWEST OR ANY PARTICULAR BID NOT NECESSARILY ACCEPTED.
THE TOWNSHIP OF MELANCTHON RESERVES THE RIGHT TO ACCEPT,
REJECT OR DELETE PORTIONS OF ALL OR ANY TENDERS.**

For further information, please contact

Craig Micks
Public Works Superintendent
Phone 519-925-5525 Ext.105
Fax 519-925-1110
E-mail: roads@melancthontownship.ca

DATE ISSUED May 26th, 2022
PAGES: 11

1. BACKGROUND

The Township of Melancthon is requesting bids from interested parties wishing to participate in the supply and placement of Asphalt Pavement, and Shoulder Gravel, which consists of:

- a. The supply and placement of 60mm x 7m of HL4 asphalt including end joint grinding and shoulder graveling within the Township of Melancthon.

2. SITE VISIT / INSPECTION

The Township encourages potential bidders to visit the area to confirm the conditions.

3. SCOPE OF WORK

The supply and placement of 60mm x 7m of HL4 asphalt including end joint grinding with a shuttle buggy, overlay, the supply and placement of 60mm x 6.7m of HL4 asphalt including end joint grinding with a shuttle buggy. Provide all equipment, labour and regulated safety mechanisms and traffic control at the following locations:

- 1) Pave and Shoulder Gravel – Approximately 2 KM section of 2nd Line SW South from Ida Street to north of 250 Sideroad.
- 2) Pave and Shoulder Gravel – Approximately 2 KM section of 2nd Line SW north from Highway 89 to north of 300 Sideroad.

4. TENDER BID REQUIREMENTS

- a. The Tender Forms as supplied for this tender must be used and will be received by the Contract Administrator or their duly authorized representative until 1:00 p.m. local time on May 17th, 2022. Bids received after closing time will not be considered. Bids are to be placed in a sealed envelope clearly marked as to contents.
- b. The Bid must be legible and prepared in ink or by typewriter and ALL ITEMS MUST BE BID with the unit price for each item and other entries being fully clear. Any erasures or overwriting of prices must be initialed.
- c. The bid must not be restricted by a statement added to the Tender Form, a covering letter, or alterations to the Tender Form provided by the Township.

- d. Adjustments by facsimile or letter to a Bid already submitted will not be considered. A Bidder desiring to make adjustments to a Bid must withdraw the Bid and supersede it with a later Bid submission.
- e. Fax or emailed Bids will not be accepted.
- f. All bids shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (90) days or until a contract is signed with the Successful Bidder(s), whichever comes first.
- g. All expenses involved with the preparation and submission of bids to the Township or any work performed in connection therewith shall be borne by the Bidder.
- h. The Township expects that all costs to complete the work shall be included in the tender. Additional costs identified during completion of the project must be submitted in writing and approved by the Township prior to completion of the work.
- i. The Contractor shall be responsible for preparing the asphalt mix designs in accordance with OPSS MUNI 310 and OPSS MUNI 1150.
- j. Appendix 310-B, November 2017 of OPSS MUNI 310 shall not apply to this contract. The Township of Melancthon will not be adjusting payment to the contractor based on the changes to the Ministry of Transportation's performance graded asphalt cement price index.

5. TENDER BIDS

The HST shall be shown separately.

6. LIMITATION OF DAMAGES

The Bidder waives any claim for loss of profits, overhead expense, liabilities, costs, expenses, loss or damage incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any tender bid or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the tender bid.

7. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Tender includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the Township to be accurate, nor

necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Tender. There will be no consideration of any claim, after submission of Tender, that there is a misunderstanding with respect to the conditions imposed by the contract.

8. INDEMNIFICATION

The successful Bidder will, at all times, indemnify and save harmless the Township, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Bidder or any of its' officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Tender and subsequent agreement.

9. AWARD

The Township reserves the right to accept or reject any or all tender(s), to negotiate with the Successful Bidder(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the Township will be served. No liability shall accrue to the Township for its' decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The Township is not obligated to award a contract to any Bidder pursuant to this Request for Tender.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Bidders provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Tenders submitted become the property of the Township. Bidders are reminded to identify in their Tender material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Tenders are not to be identified as confidential. The information contained in this Tender document may be utilized by the Bidder solely for the purpose of preparing a Tender Bid for submission to the Township. The Township does not authorize any other use of the information for any other purpose. Bidders must indicate clearly within their Tender information they consider to be confidential. The Township is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended and once a tender is accepted it does become public information and must be disclosed upon a request by any member of the public.

11. LAWS AND REGULATIONS

The Successful Bidder shall comply with the relevant federal, provincial, and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

12. WORKPLACE SAFETY AND INSURANCE BOARD

Within 48 hours after council approval and prior to signing the contract the Successful Bidder shall provide the Township with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self-employed. It is the Successful Bidder's responsibility to provide and maintain current clearance certificates to the Township for the duration of the Project. (See Schedule "A" enclosed).

13. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the Township of Melancthon Health & Safety Guidelines. (See Schedule "A"). The bidder will supply all Traffic Protection devices and labour.

14. SMOKE FREE WORKPLACE

The *Smoke-Free Ontario Act* states that no smoking is permitted in enclosed workplaces and enclosed public places. At all Township locations smoking is also prohibited within a nine-metre radius surrounding any entrance or exit. Any person convicted of an offence under the *Smoke-Free Ontario Act* could be subject to a maximum fine of \$100,000.

15. SUB-CONTRACTORS

The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of the Township of Melancthon. The Contractor shall be held as fully responsible to the Township for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

16. TENDER DEPOSIT

A certified cheque made payable to the municipality in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful

bidders will be returned within 15 days of the tender opening. The cheque of the successful bidder will be retained until the municipality's acceptance of the work. Tenders not accompanied by a certified cheque will not be considered.

17. SCHEDULE OF ITEMS AND PRICES

Price shall be submitted in Canadian funds with the Harmonized Sales Taxes (H.S.T.) shown separately. Product delivery shall be FOB destination.

18. CANCELLATION POLICY

The Township shall have the right not to accept the lowest or any other bids. The Township reserves the right to reject any or all bids. The Township shall have the right to cancel the request process and to place a new request for bids. The bids shall be evaluated on the basis of providing the greatest value based on quality, service and price as determined by the Township in its sole and unfettered discretion. The Township reserves the right, in its absolute discretion to accept a bid which it deems most advantageous to itself and the right to reject any bid, in each case without giving any notice. Supplementary materials changing the terms of request shall render the bid non-compliant. Bids which contain qualifying conditions may, at the sole discretion of the Township, be disqualified or rejected. In no event will the Township be responsible for the costs of the preparation of the submission of a bid. No Bidder shall have any claim for any compensation of any kind as a result of participating in this bid process and by submitting a bid each Bidder shall be deemed to have agreed it has no claim. The Township may reject any bid, the lowest bid or all bids, *or may cancel the tender notice and require the submissions of new Bids for any reason within its absolute discretion.*

19. BID PRICE

Having examined the Bid Documents as issued by The Township of Melancthon; I hereby offer to enter into a Contract to provide the following services requested for the stipulated price of:

Note: The Township of Melancthon reserves the right to eliminate one or more of the items below due to budgetary restraints.

ITEM # 1	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Cold Plane tie Ends at both ends of pavement and any paved laneways to be cut and joined	50	M²		\$
Supply and place 60mm of HL4 asphalt X 7 meters wide with a shuttle buggy for a length of approximately 2 Kilometers on 2 nd Line SW between 250 Sideroad and Ida Street	2100	Tonnes		\$
Supply, place and compact a minimum of 100mm appropriate A gravel for shoulders	400	Tonnes		\$
Sub total				\$

13% HST:	\$
TOTAL COST:	\$

*****Note: The locates are to be looked after by Contractor**

ITEM # 2	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Cold Plane tie Ends at both ends of pavement and any paved laneways to be cut and joined	50	M²		\$
Supply and place 60mm of HL4 asphalt X 7 meters wide with a shuttle buggy for a length of approximately 2 Kilometers on 2 nd Line SW north from Highway 89 to north of 300	2100	Tonnes		\$
Supply, place and compact a minimum of 100mm appropriate A gravel for shoulders	400	Tonnes		\$
Sub total				\$

13% HST:	\$
TOTAL COST:	\$

*****Note: The locates are to be looked after by Contractor**

TENDER FORM

Project must be completed by no later than August 31st, 2022

SIGNED AND SUBMITTED for and on behalf of:

DATED THIS _____ DAY OF _____ 2022

COMPANY NAME: _____

ADDRESS: _____

Street

City

Province

Postal Code

TELEPHONE: _____ FAX: _____

NAME AND TITLE _____

(PLEASE PRINT)

SIGNATURE: _____

(Print)

(Sign)

WITNESS: _____

(Print)

(Sign)

Return to: Craig Micks
Public Works Superintendent
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 2E6

SCHEDULE A – OCCUPATIONAL HEALTH & SAFETY

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT - OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the Township of Melancthon is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

ALL CONTRACTORS SHALL:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the Township of Melancthon's health and safety policies and requirements.

As required by the Township, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the Township as an "Additional Insured" in the minimum amount of \$2 million for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$2 million limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any contract. The Chief Administration Officer or Director of Public Works shall approve exceptions to the above requirements.

As required by the Township submit a valid and current copy of Workers Safety and Insurance Board Number clearance certificate, past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Township over the duration of a contract. Prior to final payment, a vendor may be required to submit proof of current WSIB coverage in good standing.

Where confidential areas / departments are involved, all contractor employees must sign a Confidentiality Agreement.

Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.

Ensure that workers in their employ are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

*** Additional specific Health and Safety requirements may be required depending on the situation at hand, please read the particular request for bid document for further clarification.**