



**The Municipality of Marmora and Lake
Bid Document**

Request for Tender

**Surface Treatment
Document # M-2024-06**

Tender Closing

CLOSING DATE: Friday, May 3rd, 2024, at 11:00 a.m. local time

**SUBMITTED TO: Municipality of Marmora and Lake
Town Hall, 12 Bursthall Street
Marmora, Ontario, K0K 2M0**

Attn: Dylan Adams

*****Late Bids Will Not Be Accepted*****

The Municipality of Marmora and Lake reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

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**Double Surface Treatment
Part "A"**

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All purchases made by the Municipality of Marmora and Lake are done in accordance with our Procurement Policy (By-law 2012-037)

Part “A” Information to Bidders

1. Intended Use and Schedule of Work

The Municipality of Marmora and Lake (the “Municipality”) appreciates your interest in this Request for Tender (“RFT”).

This RFT covers the final grade, compaction, water, the supply and application of double surface treatment to approximately 62,710 square metres of roads consisting of HF-150 P (Polymer) Emulsion.

In this RFT, the successful Proponent shall be referred to as the “Contractor”.

2. Location

See Part “C” Specifications for work locations.

3. Applicable Document Fees

None.

4. Bid Deposit Requirements

In addition to any other performance security requirements, a separate bid deposit document is required in one of, or a combination of, the following:

Certified cheque, bank draft, money order, bid bond, or irrevocable letter of credit or any combination, made payable to the Treasurer of the Municipality of Marmora and Lake the amount of **ten percent (10%) of the total tendered price**, not including the H.S.T., **must be submitted with the Bid**.

The Bidder agrees that, if they should withdraw their bid or fail for any reason to execute the agreement or provide the required bonds or other documents required the Municipality may retain the Bid deposit for the use of the Municipality and may accept any other Bid, advertise for new quotations/tenders/proposals, or not accept any Bid as the Municipality deems advisable.

5. Performance Surety Requirements

The successful bidder shall provide to the Municipality, a Performance Security in one of the following forms, or a combination of item i.) and ii.), prior to the commencement of the work.

- i.) Certified cheque, bank draft, or money order, made payable to the Treasurer of the Municipality of Marmora and Lake in the amount of one hundred (100%) percent of the total price bid. If the successful Bidder intends to provide a certified cheque, bank draft, or money order as a Performance Security, a signed letter from the Bidder’s lending institution clearly stating that a certified cheque, bank draft, or money order for one

- hundred (100%) of total bid price may be obtained by the Bidder **must be submitted with the Bid.**
- ii.) Irrevocable Letter of Credit in the amount of one hundred (100%) percent of the total bid price. If the successful Bidder intends to provide an Irrevocable Letter of Credit as a Performance Security, a signed letter from the Bidder's lending institution clearly stating that an Irrevocable Letter of Credit for one hundred (100%) of total bid price may be obtained by the Bidder **must be submitted with the Bid.**
 - iii.) Performance Bond and a Labour and Material Payment Bond **each** in the amount of one hundred percent (100%) of the Total Bid Price. If the successful Bidder intends to provide a Performance Bond and a Labour and Material Payment Bond **each** in the amount of one hundred percent (100%) of the Total Bid Price as a Performance Security, a completed "Agreement To Bond", as a surety that the Bidder can obtain the required Contract Performance Bond and Labour and Material Bond if they are the successful Bidder **must be submitted with the Bid.**

An "Agreement to Bond" must be submitted with the Bid as a surety that the Bidder can obtain the required Contract Performance Bond, Labour and Material Bond if they are the successful Bidder.

The Bonds shall be provided by a surety company authorized to do business in the Province of Ontario.

6. Tender Award

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified, the Municipality reserves the right to include any or all of the provisional items at any time during the award or construction process.

Each participating Municipality will be responsible to ensure appropriate approvals are secured and will be responsible to issue a Purchase Order to the successful bidder(s) for the specific location. Invoices must be sent to the Municipality or Township identified as noted herein.

7. Other Public Agencies

Prior to submitting this Tender, it is of significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Tender in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Tender document and further, if a successful respondent is selected by the Municipality and other public agencies deem it is in their best interest to join the Municipality contract under the same terms and conditions, then one or more parties may join the Municipality contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Municipality contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to their Tender the best possible economic benefits and returns for the Municipality.

8. Inquiry

Proponents with questions related to the detailed specification or the nature of the work required may contact only, Dylan Adams, Manager of Transportation, **in writing only**, by email to dadams@marmoraandlake.ca, or by fax 613-472-2232.

Questions related to the Tender process itself, should be emailed to Tonia Bennett, CAO, Municipality of Marmora and Lake, **in writing only**, by email to tbennett@marmoraandlake.ca, or by fax 613-472-5530.

Any questions, requests for information, or comments on this RFT should be addressed **not later than 4:00 p.m. on 29th day of April 2024** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

Unless otherwise indicated, the RFT is available on the Municipal website at www.marmoraandlake.ca or from Tonia Bennett by contacting 613-472-2629 ext. 2221.

In accordance with of the Municipality's Procurement Policy By-law, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

9. Amendments to "Standard Terms and Conditions"

Where Amendments to the Municipality's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

Part “B” Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Municipality in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Municipality has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Municipality	The Municipality of Marmora and Lake, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

2. Acceptance of Terms

Each Proponent, by submitting a proposal, represents that the Proponent has read and completely understands, and accepts all terms and conditions to those contained in this RFT. Any proposal that has alternative terms and conditions to those contained herewith shall be considered a counter offer to the Municipality’s request and shall be rejected.

3. No Indemnities from the Municipality of Marmora and Lake

Notwithstanding anything else in the Contract, any express or implied reference to the Municipality providing indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Municipality, whether at the time of execution of the contract or at any time during the Term, shall be void and of no legal effect.

4. Force Majeure

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay for non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

5. Conflict of Interest

The Supplier shall;

- a) Avoid any Conflict of Interest in the performance of its contractual obligations;
- b) Disclose to the Municipality without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
- c) Comply with any requirements prescribed by the Municipality to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the Municipality may immediately terminate the Contract upon giving notice to the Supplier where;

- a) The Supplier fails to disclose an actual or potential Conflict of Interest;
- b) The Supplier fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or
- c) The Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

6. Errors and Omissions

The Municipality will not be held liable for any errors or omissions in any part of the RFT. While the Municipality has used considerable effort to ensure an accurate representation in the RFT, the information contained in the RFT is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive.

7. Bid Closing Time

Tender Bids are to be submitted to the Municipality of Marmora and Lake, Town Hall, 12 Bursthall Street, Marmora, Ontario, Attention: Tonia Bennett, CAO **before 3rd day of May 2024 @ 11:00 a.m.**

The time registered on the Municipality of Marmora and Lake digital phone system will be considered the official time of day when determining exact time of submission.

Bids received after the Closing will not be accepted and will be returned to the Proponent unopened.

8. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part “A” Information to Bidders, which forms part of this bid document.

9. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Municipality. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of “Part “D” Bid Form” and all other sections and requirements as requested within the bid document. See “Part “D” Bid Form” for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- f) Adjustments by telephone, facsimile (Fax), e-mail 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/or supersede it with a later bid submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and Bid number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

Faxed Bid Submissions are not acceptable

- h) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Municipality of Marmora and Lake's Office of the CAO prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.
- i) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Municipality may be rejected. The Municipality will be the sole judge in this matter.

10. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and has carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

11. Clarification of Bid Documents

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFT;
- b. Extension of the closing date;
- c. Retraction or cancellation of the RFT.

Potential Proponents must provide the Municipality with company information, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.0

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify the appropriate Department Head and issuer of the RFT of any change to their fax number, email or mailing address.

Although the Municipality will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.

12. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

13. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of their bid as accepted, may be required by the Municipality within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

14. Insurance Claims Policy (CORP-09) When Claims Involve Contracted Companies

The Municipality frequently enters into contracts with independent companies (contractors) who perform work on the Municipality's behalf. The Municipality's agreements with the contractors contain a strict requirement that they respond directly to claims for any damage or injury to members of the public that they may be held responsible for.

Upon receipt of information that a contractor had control over the accident location at the time of loss, the claim will be forwarded to the contractor for response. The contractor shall acknowledge receipt of the claim and identify a contact person who will be responsible for investigating the claim.

The contractor shall conduct an investigation and make a decision regarding the claim. If the contractor determines that they were responsible for the loss, they will resolve the claim with the claimant directly.

If the contractor determines their work met reasonable and appropriate construction standards, they may deny the claim. In this case, their communication to the claimant will provide the results of their investigation and clearly explain their decision. Should the claimant disagree with the contractor's decision and still wish to pursue the claim, they have the option of pursuing the contractor by proceeding with legal action.

15. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$5,000,000.00 in General Commercial Liability naming the Municipality and participating Municipalities/ Townships as an additional insured under the policy. Additional coverage may be required.

See Part "A" Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Municipality during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the Contract.

16. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

17. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Owner.

See Part “A” Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part “C” Specifications, which form part of this bid document.

18. Mandatory Requirement

Proposals must meet all mandatory requirements as contained herein. Proposals that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory.

Statements that include the words “should” or “may”, while not mandatory, are considered highly desirable by the Municipality. Failure to comply with requirements that are highly desirable may reflect negatively on the proponent’s ability to 36.

19. Pricing Requirement

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

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part “C” Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

20. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids.

The Municipality shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

21. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 2019, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 2019, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Manager or designate the Performance Sureties will be returned to the Company.

All payments will be made within twenty eight (28) days from receipt of an approved invoice. All invoices must be approved by the Manager or designate.

22. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Marmora, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

23. Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Municipality the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

24. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Municipality.

25. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the Municipality's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Municipality's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Municipality's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Municipality.

The Company shall allow access to the work site on demand to representatives of the Municipality to inspect work sites to ensure compliance with the Contract and the Municipality's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Municipality to set-off the damages so assessed against any monies that the Municipality may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated

substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Municipality reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

26. Laws, Regulations, Permits, Fees and Licences

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Municipality and any other governing body.

The Respondent agrees that in the event the Municipality is required to pay damages for any matter relating to or arising from a material breach of this RFT, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, neglect or otherwise of the Municipality, the aggregate amount of damages recoverable against the Municipality shall be no greater than the proposal preparation costs that the Respondent seeking damages from the Municipality can demonstrate it incurred.

27. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services they proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Municipality. If the bidder does not indicate that the goods and/or services they proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

28. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

29. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

30. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Municipality's Procurement Policies.

31. Contract Award

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Municipality also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Municipality be unable to reach an agreement with the lowest compliant bidder, the Municipality reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. If in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Municipality of Marmora and Lake reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Municipality may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

Proponents are solely responsible for their own expenses in preparing a response to this RFT. If the Municipality elects to reject any or all proposals, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit, or any other matter.

Award of this contract is subject to appropriate funding acceptable to the Municipality.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be issued a purchase order, or a blanket purchase order may be required to execute a contract in triplicate within ten (10) working days from the date of notice of award by the Municipality.

Notwithstanding and without restricting the generality of the statements above, the Municipality of Marmora and Lake shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required

32. Contract Cancellation

The Municipality shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company shall negotiate a settlement.

- a) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such

- case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.
 - d) If the Municipality terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the v may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Municipality is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

33. Availability of Labour and Escalation

The bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

34. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

35. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Municipality for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of

the proposals or any financial information will not be publicly disclosed at the opening.

36. Debriefing

For RFT(s) where contract is in excess of \$100,000, Proponents are entitled to a debriefing meeting with the Municipality after award notification has been made. A request for a debriefing meeting must be received by the RFT contact within sixty (60) calendar days of award notification.

Debriefing meetings will be held in person at the Municipality of Marmora and Lake’s office.

The Municipality will address a Proponent’s specific questions in relation to their submission. Questions unrelated to the RFT will not be responded to during the debriefing and will be noted as out of scope.

37. Bid Protest Procedures

Subsequent to a debriefing meeting where a Proponent believes that the competitive process has not been conducted in accordance with the process requirements contained herein, the Proponent may file a bid protest. The Proponent shall prepare in writing and submit the challenge within ten (10) days of the dispute to the RFT contact citing the clause in the RFT that the Proponent is in dispute. The RFT contact shall have five (5) days to investigate and respond to the protest. If the Bid protest is not resolved by the RFT contact, it will be forwarded on to the Treasurer of the Municipality by the RFT contact, allowing the Treasurer of the Municipality of Marmora and Lake ten (10) days to investigate and respond to the Bid protest. Where the Treasurer of the Municipality is unable to resolve the protest, the Treasurer will forward the protest to the Director of Finance/Treasurer. The Treasurer of the Municipality of Marmora and Lake, at the Director of Finance/Treasurer’s discretion will conduct an investigation of the competitive process. The Director of Finance/Treasurer’s findings and any resolution shall be final and will be communicated to the Proponent and kept on file.

Any decided remedy in regards to Bid dispute award of costs will be limited to the amounts to prepare the tender and any mandatory site meeting expenses with the corresponding documentation or receipts.

38. Conflict of interest and Prohibited Conduct

a) Conflict of interest

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above (Part B, section 5).

b) Disqualification for Prohibited Conduct

The Municipality may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFT.

c) Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

d) No Lobbying

Respondents must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent (s).

e) Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid –rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

f) Past Performance or Past Conduct

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based in inappropriate conduct in a prior procurement process, including but not limited to the following;

- i. Illegal or unethical conduct as described above
- ii. The refusal of the supplier to honour its submitted pricing or other commitments; or
- iii. Any conduct situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

39. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Municipality of Marmora and Lake and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Municipality of Marmora and Lake, please contact the CAO, Municipality of Marmora and Lake, 12 Bursthall Street, Marmora, Ontario K0K 2M0 (613-472-2629).

40. Complaints

Any complaint on the process and procedures as outlined in the Municipality’s Procurement Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by of the Municipality of Marmora and Lake shall be in writing and shall be submitted to the Treasurer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

41. Accessibility

The Municipality of Marmora and Lake is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The Supplier covenants and agrees to ensure that the Deliverables provided hereunder are consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians Disabilities Act, 2001 (“ODA”) and the Accessibility for Ontarians with Disabilities Act, 2005(“AODA”) and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Without limiting the generality of the foregoing, the Supplier covenants and agrees to comply with the Municipality’s accessibility standards, policies, practices and procedures, as same may be in effect during the term of the Agreement and apply to the Deliverables to be provided hereunder by the Supplier.

42. Human Rights

The Municipality is committed to hosting a work environment in which everyone is treated with respect, and no one is subject to discrimination. This commitment stems from the Municipality’s own philosophy and the Municipality’s obligations under the Ontario Human Rights Code. During the term of the Contract, the Supplier shall ensure that its employees and subcontractors behave in a manner

that is appropriate, respectful and consistent with the provisions of the Ontario Human Rights Code.

Any breach of the Ontario Human Rights Code by the Supplier, its employees or subcontractor will result in the removal of that person from the Municipality’s premises. In addition, the breach of these conditions by the Supplier, its employees and subcontractors could result in the termination of the Contract and/or the barring of the Supplier and its subcontractors from entering into subsequent contracts with the Municipality.

Part “C” Specifications

Special Provisions General

1. Scope of work

Double Surface Treatment

The scope of work for each road within the Municipality of Marmora and Lake is outlined below.

Centreline Road: (From Cordova Road to Beaver Creek Road, 5.73 km)

Skene Road: (From Dickey Lake Road southerly to Dead End, 3.65 km)

Jennison Road: (From Jasper Crescent southerly, 100 m)

The Municipality of Marmora and Lake reserves the right to call for partial supply of any of the works listed above subject to Municipality of Marmora and Lake Council 2024 budget approval.

2. Specifications

The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Document but are not reproduced herein. The Contractor is responsible for obtaining and having on site a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions for Tender Items will take precedence over the OPSS where a conflict arises between the two specifications. Applicable OPSS and the related Special Provision (SP) are identified for each Tender Item in the “OPSS SPEC” column of Part “D” Schedule of Items & Prices documents. The particular revision in effect at the time the contract is advertised shall apply.

It shall be the Contractor’s responsibility to obtain the latest edition of the Ontario Provincial Standard Specifications and Drawings. Only the municipal and provincial common standards in OPS Volumes 1 to 4 and municipal-oriented specifications in OPS Volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents. The Ontario Provincial Standards in effect immediately prior to the call for Tenders for this Contract shall apply for the duration of the Contract.

3. Site Preparation

It shall be the Contractor’s responsibility to conduct site preparation under any item of this contract through the construction zones and on all Municipality Roads. There will be no additional payment for site preparation as required and may include but is not necessarily limited to:

- Bonds, administration and supervisory costs
- Mobilization and demobilization of equipment, material and Contractor’s forces

- Maintaining and updating project schedule
- Site preparation for work
- Costs of all necessary approvals and permits as applicable
- Cost of constructing laydown area in location acceptable to Owner
- All costs associated with utility locates protection or temporary relocation and reinstallation of utilities, as applicable and not specified in other areas of the contract
- Installation and removal of temporary barricades, hoarding, snow fencing and other protection required
- Protection of trees not designated for removals
- Layout of work
- Cost of supplying and maintenance of adequate sanitary facilities
- Costs associated with submission of shop drawings, product submissions and all other submissions
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners; copy to be submitted to Contract Administrator
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- Maintaining the site in a clean and orderly manner.
- Cost of advertising of Substantial Completion in the Daily Commercial News.
- Cost of reinstating to their original conditions the Contractor’s lay down area.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with environmental protection measures except as specifically mentioned for other Items of work.
- Protection of private properties

4. OPS General Conditions

Wherever in this Contract reference is made to the General Conditions it shall be interpreted as meaning the OPS General Conditions of contract (OPSS MUNI 100), November 2018.

5. Definitions

Wherever the word “Corporation”, “Owner”, “Authority”, “Inspector” or “Contract Administrator” appears in this Contract, it shall be interpreted as meaning the Municipality of Marmora and Lake.

Wherever the word “Ministry” or “M.T.O.” appears, it shall be deemed to mean the Ministry of Transportation, Ontario.

Wherever the word “Manager” appears in the Contract, it shall be deemed to mean the Manager of Transportation Services, Municipality of Marmora and Lake or his designate.

6. Schedule

The work is to commence on **Monday June 5, 2023** with no site activity to occur prior to this date and must be completed by **Friday September 1, 2023**. The Contractor shall provide a Work Schedule at the Pre-construction meeting.

7. Protection of Public and Traffic Control

All traffic control procedures and devices shall conform to the requirements of the following references:

- i) The Ministry of Transportation, Ontario "Ontario Traffic Manual Book 7" most recent edition.

The Contractor shall submit a traffic control plan to the Municipality for review prior to starting work. The Contractor shall include TC-1, TC-1A, Rb-90A and Rb-90B signs as part of the traffic control plan and these signs shall be maintained in the field throughout the course of the work until the line painting has been completed. There will be no additional claim for payment for these signs as required.

The Contractor will be responsible for maintaining vehicular traffic. The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for proper construction of the work.

Barricades, warning signs, lanterns, lights, and all necessary detour signs within the limits of the Contract, shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Manager of Transportation Services. Detour signing, in the event detours are required and/or permitted, outside of the Contract Limits shall also be carried out by, and at the expense of, the Contractor.

8. 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 like to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Manager of Transportation Services. Such spills or discharges and their adverse effects shall be defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges or liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps and liquid type transformers under the control of the Contractor, and all spills or discharges for this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the

Contract, be assumed to contain PCB's and shall forthwith be reported to the Manager of Transportation Services.

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

In the case of a spill, the Contractor shall use every effort required to contain the spill as may be required to mitigate adverse effects on the environment. Upon satisfactory containment of the spill and upon direction from the Spills Action Centre and the Manager of Transportation Services, the Contractor shall complete any clean-up of the spill as may be directed.

There will be no additional claim for payment for costs associated with spill containment and clean-up, as may be required.

9. Layout

It shall be the Contractor's responsibility to establish the centerline and/or edge line of the road surface.

10. Supply of Materials

All materials necessary for the proper completion of the work shall be supplied by the Contractor, except as specifically noted. The payment provided in the contract shall be deemed to include full compensation for the supply of all such materials.

11. Liquidated Damages

Time shall be the essence of this Contract.

Work on this Contract may commence within ten (10) calendar days after the official commencement date. The Contractor shall diligently complete their work on this Contract to completion on or before **the date identified in Part C, Section 7 - Schedule.**

If the time above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that, subject to local By-laws affecting hours of work, additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these Provisions will be considered to be included in the prices bid for the various items of work and no additional claim for compensation will be allowed therefore.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the dates included; a loss or

damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$2500.00 (Two Thousand Five Hundred Dollars)** as liquidated damages for each and every calendar days' delay in finishing the work in excess of the required completion date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed completion date.

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

An application by the Contractor for extension of time shall be made to the Manager of Transportation Services in writing **at least fifteen days prior to the date of completion** fixed by the contract.

All bonds or other surety furnished to the Owner by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any time granted, and the Contractor shall furnish the Owner with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted, in writing, to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this contract, and all such rights shall continue in full force and effect after the time limited in this contract for the completion of the work and whenever in this contract power and authority is given to the Owner or the Manager or any person to take any action consequent upon the act, default, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this contract for the completion of the work but also in the event of the same happening after the time so limited in the cause of the Contractor being permitted to proceed with the execution of other work under an extension of time granted by the Municipality.

12. Contractor's Responsibility

The Contractor's attention is drawn to Section GC7 of OPSS General Conditions of Contract "Contractor's Responsibility". Should the Contractor cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Manager in writing of the names and positions of the person or persons representing the contractor.

13. Co-Ordination Meetings

The Contractor shall attend such meetings as may be required by the Manager to co-ordinate services affected by the Contract.

14. Measure of Payment

For purposes of this Contract, items shall be paid according to "Measured Quantity". Units for each item are as specified in the Special Provisions or OPSS

15. Dust Control

Section GC7 of OPSS General Conditions of Contract is hereby modified to include the following:

The Contractor shall 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 preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic seven days a week. There will be no additional claim for payment for dust control as required.

16. Discrepancies and Conflicts

Discrepancies and conflicts shall be brought to the attention of the Manager prior to commencement of work on that portion of work. No additional payment will be made for correction of errors made in this regard.

17. Utilities

Sections GC2.01 and GC7.12.02 of the General Conditions are deleted in their entirety and are replaced by the following:

The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction.

The Authority will be responsible for the relocation of utilities where required. However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract. The location and depth of underground utilities shown on the Contract drawings are based on the investigations made by the Authority. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regard to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The Contractor is responsible for verification of the location and type of other utilities within the contract limits and which may be encountered during construction.

18. Sign and Mailbox Maintenance

The Contractor shall be responsible for the maintenance of all signs and all mailboxes during the construction period and for the re-installation of the same at the completion of the contract according to the applicable OTM Book for signs and current Canada Post regulations governing mailboxes.

19. Sign Maintenance

The Contractor shall be responsible for the maintenance of all signs during the construction period and for the re-installation of same at the completion of the contract.

20. Disposal of Surplus or Unsuitable Material

OPSS 180 applies except as amended below:

Materials which are either unsuitable or surplus to the requirements of the Contract, and which are to be disposed of, shall be disposed of outside the right-of-way in waste disposal areas arranged for by the Contractor. Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the highway, and shall be carried out in an environmentally acceptable manner and shall avoid any environmentally sensitive areas identified in the contract.

For disposal sites off the contract, written permission for the owner of the property upon which there is to be disposal, shall be obtained and filed with the Manager of Transportation Services prior to any disposal and shall save the Authority harmless from all claims that may arise from such disposal. Should the property be Crown Land, such permission shall be obtained from the Ministry of Natural Resources.

The Contractor shall make contact with the local Municipality to ensure conformity with any applicable fill By-law prior to disposal of any surplus materials.

21. Submitting Payment Certificates

Payment certificates submitted by the Contractor shall show the holdback, taxes and totals for the work completed for each road.

22. Warranty

Section GC7.16 of the General Conditions is revised in that the Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twenty-four (24) months.

The Contractor shall make good in a permanent manner, satisfactory to the Authority, any and all defects or deficiencies in the work, both during the construction and during the period of maintenance as aforesaid. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Authority or the Contract Administrator.

The decision of the Authority and the Contract Administrator shall be final as to the necessity for repairs or for any work to be done under this Section.

Special Provisions Tender Items

23. Surface Treatment

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Double Surface Treatment shall conform to OPSS 304 and will be over existing granulars with HF 150-SP Asphalt Emulsion (OPSS 1103) with Class 2 Aggregate (OPSS 1006) and Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Municipality in writing 7 Business Days prior to the start of the work.

The Contractor shall advise the Municipality in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Municipality with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. The Contractor is also responsible for providing the Municipality with compatibility tests 7 Business Days prior to commencing work according to OPSS 1103 for the emulsion to be used with the Class 2 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Municipality will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Municipality and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Municipality according to OPSS 304. The Municipality will arrange and pay for all laboratory testing. If samples fail to meet the

specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

24. Roadway Pulverizing

OPSS 206, OPSS 301, OPSS 314, OPSS 330 and OPSS 501 apply except as amended below:

On Centreline Road, the area to be pulverized is approximately 7.0 m wide (grass line to grass line). The existing surface treatment has an average depth of approximately 25 mm.

On Skene Road, the area to be pulverized is approximately 6.0 m wide (grass line to grass line) that is existing surface treatment which has an average depth of approximately 25 mm.

The Contractor will be required to pulverize the existing roadway platform (i.e. existing surface and shoulders) to a total depth of 150 mm, shape, grade and compact in accordance with OPSS 301 and OPSS 330 prior to the surface treatment. A water truck shall be used to aid in achieving compaction.

While processing the existing surface, the Contractor shall ensure that the existing asphalt materials at the surface and the granular base are thoroughly mixed to the specified depth.

The processing shall be completed to the same station for the full surface width prior to closing down operations each day.

The Municipality will be completing granular placement after completion of pulverizing and prior to surface treatment.

Measurement for payment of this tender item shall be made by the square meter (sq. m) of actual horizontal surface pulverized and shall be full compensation for all work described above. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

25. Final Grading of Granular “M” - Municipality of Marmora and Lake

OPSS 301, OPSS 314, OPSS 501, OPSS 506 and OPSS 1010 apply with the following amendments:

The final grade and slope of the finished granular surface prior to Double Surface Treatment shall meet the tolerances as per OPSS 314 specifications. The

completed cross section and profile must be uniform and consistent all in accordance with OPSS 301.

Payment for the final grading item shall be by the square meter and shall be full compensation for labour and equipment to do the work at the Tender Unit Price.

26. Fog Seal – Provisional Item

OPSS 1103 and OPSS 1106 apply except as amended below:

Fog Sealing shall be defined as the single application of emulsion.

Fog sealing of roads in this contract shall be completed immediately after the completion of the surface treatment on a daily basis as directed by the Contract Administrator. If weather inhibits the fog seal placement prior to the end of each day, the fog seal shall be placed as soon as possible, weather permitting. If traffic is allowed on the completed surface treatment prior to the fog seal application, the roadway shall be swept prior to the fog seal application.

The emulsion shall be CSS-1H or SS-1H and shall conform to OPSS 1103, or an approved equivalent.

The pressure distributor shall be designed and manufactured to spray binder on the road surface. The pressure distributor shall be capable of applying emulsion at the specified rates and in a continuous and uniform manner both longitudinally and transversely for a full lane width.

The mechanical aggregate spreader shall be designed and manufactured to be self-propelled and capable of continuously and uniformly distributing aggregate at the specified application rate.

The Municipality will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Municipality and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Municipality according to OPSS 1103. The Municipality will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

Emulsion application temperatures shall be according to OPSS 1103. The emulsion shall be uniformly sprayed on the road at an application rate of 0.4 to 0.6 L/m². The emulsion shall be diluted with water prior to spraying at rate of approximately 70% emulsion 30% water.

The aggregate shall be uniformly applied at a rate of 3 to 5 kg/m². No traffic shall be permitted on the surface until the contractor has deemed that the seal will remain unaffected by public traffic.

Payment will be by square meters of area fog sealed. The supply and application of the cover aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

27. Single Surface Treatment– Provisional Item

OPSS 304, OPSS 1006 and OPSS 1103 apply except as amended below:

Single Surface Treatment shall conform to OPSS 304 and will be over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion (OPSS 1103) with Class 6 Aggregate (OPSS 1006). The Contractor shall be responsible for determining application rates of both aggregate and emulsion according to OPSS 304 and must provide the rates to the Municipality in writing 7 Business Days prior to the start of the work.

The Contractor shall advise the Municipality in writing the source of liquid asphalts and emulsions for approval 7 Business Days prior to commencement of the work. Emulsified asphalts shall be according to OPSS 1103 for the particular type and grade when tested according to the test methods designed in the tables indicated.

The Contractor will provide the Municipality with certificates from an independent laboratory confirming that the aggregate and emulsion used in the work meets the material specifications referenced in OPSS 304 and OPSS 1006 7 Business Days prior to commencing work. The Contractor is also responsible for providing the Municipality with compatibility tests 7 Business Days prior to commencing work according to OPSS 1103 for the emulsion to be used with the Class 2 Aggregate. Costs associated with this testing shall be borne by the Contractor.

The Municipality will conduct Quality Assurance testing of both the aggregate and emulsion on an as-required basis. The location of the laboratory for delivery of samples will be mutually agreed upon by the Municipality and the Contractor at the pre-construction meeting. The Contractor will provide samples when requested by the Municipality according to OPSS 304. The Municipality will arrange and pay for all laboratory testing. If samples fail to meet the specifications, the Contractor will be required to remove and replace the unsuitable material at their expense.

The Contractor shall convoy traffic around the worksite, in accordance with OTM Book 7. Convoying will be maintained until the freshly placed surface treatment is able to carry traffic without damage.

Payment will be by square meter (sq. m) of surface treatment. The unit price for the work includes the emulsion and aggregates. The supply and application of the aggregate is to be included in the item unit price. Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

Part "D" Bid Form

The Municipality of Marmora and Lake

**Town Hall
12 Bursthall Street
Marmora, Ontario K0K 2M0**

Tender No. M-2024-06

Surface Treatment

Documents to Be Enclosed With This Bid Form.

- Part D Bid Document Signed & Sealed**
- Performance Surety Commitment Requirements**
- Certificate of Insurance (upon award)**
- WSIB Clearance (upon award)**

1. Bidders Information Form

**Bidders must complete this form and include with the Bid Submission
Please ensure all information is legible.**

1. Company Name	
2. Respondent's Main Contact Individual	
3. Address (incl. Postal Code)	
4. Office Phone #	
5. Toll Free #	
6. Fax #	
7. e-mail address	
8. HST Account #	

Acknowledgement To Receipt Of Addenda

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

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received.

Respondent	Signature	Date
To the Municipality of Marmora and Lake, Hereafter called the "Owner":		

2. Declaration of Accessibility Compliance

Company Name:	
Print Name:	
Title:	Dated:

I/ we acknowledge that as a Contractor/Consultant of the Municipality of Marmora and Lake we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards."

3. Schedule of Items & Prices

(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts “A”, “B”, “C” and “D” of the Tender for the following prices:

Note: The Municipality reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the Municipality to do so.

The Municipality reserves the right to cancel any or all items.

Centreline Road: from Cordova Road to Beaver Creek Road for approximately 5.73 km					
Description	Spec, OPSS	Units	Estimated Quantity	Unit Price	Total Price
Double Surface Treatment (7.0 m wide) over existing granular “M” with HF 150-SP Asphalt Emulsion with Class 2 and Class 6 Aggregate	304, 1006, 1103 SP23	sq. m	40, 110	\$_____	\$_____
Roadway Pulverizing (7.0 m wide)	206, 301, 314, 330, 501 SP24	sq. m	40, 500	\$_____	\$_____
Final Grading of Granular “M”	301, 314, 501, 506, 1010 SP25	sq. m	40, 110	\$_____	\$_____
Sub-total (excluding H.S.T)					\$_____
Skene Road: from Dickey Lake Road southerly to Dead End approximately 3.65 km					
Double Surface Treatment (6.0 m wide) over existing granular “M” with HF 150-SP Asphalt Emulsion with Class 2 and Class 6 Aggregate	304, 1006, 1103 SP23	sq. m	22, 200	\$_____	\$_____

**Double Surface Treatment
Part "D"**

Bid Form

Roadway Pulverizing (6.0 m wide)	206, 301, 314, 330, 501 SP24	sq. m	22, 200	\$ _____	\$ _____
Final Grading of Granular "M"	301, 314, 501, 506, 1010 SP25	sq. m	22, 200	\$ _____	\$ _____
Sub-total (excluding H.S.T)					\$ _____
Jennison Road: from Dickey Lake Road easterly approximately 500m					
Double Surface Treatment (6.0 m wide) over existing granular "M" with HF 150-SP Asphalt Emulsion with Class 2 and Class 6 Aggregate	304, 1006, 1103 SP23	sq. m	3,000	\$ _____	\$ _____
Final Grading of Granular "M"	301, 314, 501, 506, 1010 SP25	sq. m	3,300	\$ _____	\$ _____
Sub-total (excluding H.S.T)					\$ _____
Jennison Road: from Jasper Cresent southerly approximately 100 m					
Double Surface Treatment (6.0 m wide) over existing granular "M" with HF 150-SP Asphalt Emulsion with Class 2 and Class 6 Aggregate	304, 1006, 1103 SP23	sq. m	600	\$ _____	\$ _____
Final Grading of Granular "M"	301, 314, 501, 506, 1010 SP25	sq. m	600	\$ _____	\$ _____
Sub-total (excluding H.S.T)					\$ _____

**Double Surface Treatment
Part "D"**

Bid Form

Tender Summary		
Centreline Road	\$ _____	
Skene Road	\$ _____	
Jennison Road	\$ _____	
Jennison Road		
Sub-total Tender (excluding H.S.T)	\$ _____	
H.S.T. Registration # _____	H.S.T.	\$ _____
Total Tendered Price (basis of award) *Tender will be awarded to the lowest, compliant total tendered price bidder.	\$ _____	

Provisional items:

Tender award will be made based upon the lowest compliant bidder for the base tender bid. Once the lowest compliant bidder has been identified the Municipality reserves the right to include any or all of the provisional items at any time during the award or construction process.

4. Provisional Items:

Description	OPSS, Spec	Units	Estimated Quantity	Unit Price	Total Price
Skene Road: from Dickey Lake Road southerly to Dead End for approximately 3.65 km					
Fog Seal (6.0 m wide)	1103, 1106 SP26	sq. m	22, 200	\$_____	\$_____
Jennison Road: from 500m east of Dickey Lake Road southerly to Dead End approximately 2.80 km					
Single Surface Treatment (6.0 m wide) over existing surface treatment with HP 200P Polymer Modified Asphalt Emulsion with class 6 aggregate	304, 1006, 1103 SP27	sq. m	16, 600	\$_____	\$_____
Glen Ridge Road: from end of hard top to dead end approximately 110 m					
Double Surface Treatment (6.0 m wide) over existing granular “M” with HF 150-SP Asphalt Emulsion with Class 2 and Class 6 Aggregate	304, 1006, 1103 SP23	sq. m	660	\$_____	\$_____

To The Corporation of the Municipality of Marmora and Lake, Hereafter called the "Municipality":

I/We _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Municipality may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Municipality is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract (Appendix A) in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Municipality is fully conditional upon the receipt of said documentation, security and certifications by the Municipality within Ten (10) Working Days. If I/We fail to do so, the Municipality may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best
7. That I/We agree to save the Municipality, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process,

**Double Surface Treatment
Part "D"**

Bid Form

invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that they are duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

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

Dated at the _____ of _____
(Town/City)

This _____ Day Of _____ 2024.

THE CORPORATION OF THE MUNICIPALITY OF MARMORA AND LAKE
12 Bursthall Street, Marmora, ON K0K 2M0

Jan O'Neil, Mayor

Tonia Bennett, CAO