



## **TENDER PW 05-2023**

### **HL4 HOT MIX ASPHALT HUTSON LAKE ROAD CUL-DE-SAC**

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SEALED TENDERS on forms supplied by the Township, will be received by the undersigned until **1:00 p.m.local time on Tuesday, March 7<sup>th</sup>, 2023**. HL4 Hot Mix Asphalt on the Huston Lake Road Cul-de-sac in The Township of Greater Madawaska. **Tender PW05-2023** must be clearly marked on the sealed envelope and addressed to:

Steven Inwood, Public Works Supervisor  
19 Parnell Street, PO Box 180  
Calabogie ON K0J 1H0

Tender forms may be obtained from the office of the Township of Greater Madawaska or on the Greater Madawaska Website <http://www.greatermadawaska.com>

Tenders will be opened on Tuesday, March 7<sup>th</sup>, 2023 at 1:05 p.m.

A certified cheque not less than the amount specified in the Tender requirements must accompany each tender.

The lowest or any tender will not necessarily be accepted and the Township reserves the right to award any portion of this tender.

**For further information please contact:**

**Steven Inwood**  
**Public Works Supervisor**  
[sinwood@greatermadawaska.com](mailto:sinwood@greatermadawaska.com)  
(613) 752-1442

**COMPANY BIDDING:**

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**ADDRESS**

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**POSTAL CODE:**

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**EMAIL:**

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**TELEPHONE:**

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All bidders who download any bid opportunity from the Township of Greater Madawaska Web Page are to check the page often for any changes or addendums. It is the bidders' sole responsibility to access the Web Page and download any changes or addendums to any bid opportunity. Any bids received that do not include posted addendums and/or change notices may be rejected.

**Name of Individual or Firm:** \_\_\_\_\_  
(Hereafter referred to as the  
"Contractor")

**Address:** \_\_\_\_\_

**Signature of Person  
Signing for Firm:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Office of Person  
Signing for Firm:** \_\_\_\_\_

**Witness or Firm Seal:** \_\_\_\_\_

**TOTAL QUOTE:** \_\_\_\_\_  
(Including Applicable Taxes)

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

## **Specifications/Tendering Requirements**

### **Basis of Rejection of Tender**

In addition to lowest or any tender(s) not necessarily accepted, tenders may also be rejected for any one of the following reasons:

- Bids received after closing date.
- Bids received on other than the tender form supplied.
- Bids not completed in ink or printer.
- All items not bid (except where tender form clearly states that award may be made for individual items).
- Qualified or conditional bids.
- Bids not properly signed and sealed.

### **Tender Requirements**

- No work shall be done on Saturdays, Sundays or Statutory Holidays.
- Lowest or any tender not necessarily accepted.
- All bids can be individually awarded or awarded to one contractor.
- Schedules will be made with successful contractor when roads are ready for work to be completed.

### **Tender Deposit**

A certified cheque made payable to the Township 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 seven days of tender opening. The cheque of the successful bidder will be retained until Township's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

### **Insurance**

Commercial General Liability Insurance shall be issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by contractor relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage.

Such insurance shall add the Township of Greater Madawaska as Additional Insured with respect to the operations of contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 Inclusive for each and every loss.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least sixty (60) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

The Township reserves the right to request additional insurance (ie. Environmental Liability Coverage) to comply with exposure associated with a particular job.

The Contractor agrees to indemnify and save harmless the Owner from all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its directors, officers, employees, agents or volunteers in connection with services provided.

#### WSIB

The successful bidder shall comply with the regulations of the Workplace Safety & Insurance Board of Ontario. The Contractor shall provide proof of coverage to the Township prior to the commencement of work.

### **INFORMATION TO BIDDERS**

#### Regulations

The Contractor shall abide, if applicable, by the requirements of the Industrial Standards Act, the Employment Standards Act and any other Acts or By-Laws which are relative to the performance of the work.

#### Completion

Specific completion dates shall be of the essence of this agreement. Failure to comply with specified completion dates may result in tender/contract cancellation, thereby utilizing the contractor's tender deposit for any and/or extra costs incurred by the Township of Greater Madawaska.

#### Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Public Works Supervisor, damage is being done or is likely to be done to any highway or any improvement thereon by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Public Works Supervisor and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some

other manner remove the cause of such damage to the satisfaction of the Public Works Supervisor.

#### Loading of Motor Vehicles

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

#### Material Testing

The Township will be randomly sampling and testing the gradation of the material delivered on the road to ensure compliance.

If the material delivered does not comply with specifications, the Township may reduce payment by the percentage of material that does not meet the specification.

#### Scope of Work

This work shall consist of the supply of all labour, equipment and materials to apply surface treatment on the roads specified within the Township of Greater Madawaska.

### **MEASUREMENT FOR PAYMENT**

Measurement for payment of surface treatment applied will be by the units of square meters and will include only those materials incorporated into the work and accepted by the Public Works Supervisor, **OR** by the tonne if hot mix asphalt is accepted.

#### **Specifications/Tendering Requirements**

The Contractor has carefully examined the provisions, plans, specification and conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract; and the Contractor also understands and accepts the said provisions, plans, specifications and conditions and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender. All bids must be received in sealed envelopes.

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the tender may only be accepted with the consent of the successful bidder.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township without alteration of the contract price. However, should such increase or decrease exceed 20%, then either party to the contract may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate.

I/We (the Contractor) promise to commence work on or before \_\_\_\_\_ (to be completed by Contractor) and to diligently perform the work without undue delay and further promise to complete the work on or before the date(s) specified on each tender item.

BY: \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Signature of Person Signing for Firm

LOCATION	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<b>Hutson Lake Road Cul-de-sac 400 m<sup>2</sup></b>	310-SP F-310C-003 F-310C-004 F-310C-005 F-310C-007 F-532C-003	Hot Mix HL4 (pg 58-34) 50 mm lift	tonnes	<b>50</b>		
<b>Hutson Lake Road Cul-de-sac</b>		Fine Grading of Granulars	m <sup>2</sup>	<b>400</b>		

**TOTALS**                    \$ \_\_\_\_\_

**13% HST**                    \$ \_\_\_\_\_

**TOTAL**

**TENDER**                    \$ \_\_\_\_\_

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
(Print name in full)