



**Request for Tender
SM-005-24
Surface Treatment**

Tender submissions must be received by the Manager of Public Works in a sealed envelope or package clearly marked with the Name and Address of the Proponent, Title of File and File Number. Submissions should be received not later than:

10:00 a.m. LOCAL TIME, Tuesday, April 9, 2024

Submissions received after the closing time will not be accepted. Proponents are solely responsible for ensuring Tender submissions are received prior to the closing date and time in the proper location. Complete submissions of Tenders, Quotations and Proposals are to be dropped off at:

**MUNICIPALITY OF SOUTHWEST MIDDLESEX
153 McKellar Street
GLENCOE, ONTARIO, N0L 1M0**

Lowest or Any Tender Not Necessarily Accepted.

Tender Checklist

Make sure your tender submission is complete. The Tender Submission Package must be legible, neat and filled out in ink. Your bid is to include the following where applicable, but not limited to:

Items that must be submitted on Tender Closing	Completed
Form of Tender and Privilege Clause with Summary Sheet(s).	
List of References and List of Subcontractors	
Statement A – Experience	
Preliminary Construction Schedule	
Statement of Quantities and Prices	
Agreement to Bond	
Signed Addendum/Addenda	
Tender Deposit of \$15,000.00	

This Tender Checklist is provided for the convenience of Bidders.

Bidders are advised to read and understand the entire tender document package.

RETURN LABEL

Please firmly affix this address label to the envelope or package containing your submission.

Cut Here

Firm Name: _____

Address: _____

Request for Tender **SM-005-24 Surface Treatment**

Closing Date and Time: **Tuesday, April 9, 2024** at 10:00 a.m., LOCAL TIME

**Manager of Public Works
Municipality of Southwest Middlesex
153 McKellar Street
Glencoe, Ontario, N0L 1M0**



**Request for Tender
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Surface Treatment**

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SECTION A – INFORMATION TO BIDDERS

1. Definitions

Throughout this Request for Tender, unless inconsistent with the subject matter or context, the following definitions shall apply:

- a. **"Addenda"** or **"Addendum"**- means a document containing additional information or changes to the Request for Tender issued by the Municipality prior to the closing date;
- b. **"Bid"** or **"Tender"** means an offer submitted by a Bidder or Tenderer in response to a Request for Tender, which includes all the documentation necessary to satisfy the submission requirements of the Request for Tender and "Bids" shall have a corresponding meaning;
- c. **"Bidder"** or **"tenderer"** means a legal entity, being a person, partnership or firm that submits a Bid in response to a formal Request for Tender and "Bidders" or "Tenderers" shall have a corresponding meaning;
- d. **"Closing date"** means the specified deadline for Bids to be submitted to the Municipality as indicated on the Request for Tender cover page and any subsequent addenda;
- e. **"Contract"** - means the agreement covering the performance of the work, including the supply of any and all work, labour, implements, and materials that could reasonably be required properly and satisfactorily to complete the work to be performed and includes the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion and maintenance of the work in an acceptable manner;
- f. **"Contract Administrator"** means the main contact person for all matters relating to the project. The reference to "Project manager" means the same;
- g. **"Contractor"** - means the person, partnership or corporation undertaking the execution of the work under the terms of the Contract;
- h. **"Council"** means the Municipality of Southwest Middlesex Council;
- i. **"Owner"** or "Corporation" - means the Municipality of Southwest Middlesex entering into the Contract with the Contractor;
- j. **"Inspector"** - means any person, partnership or corporation that the Municipality or Engineer/Consultant may appoint for the purpose of assisting in the supervision and inspection of the work and the materials to be used in the work;
- k. **"Municipality"** - means the Municipality of Southwest Middlesex;
- l. **"Plans"** - means any drawing or reproduction of drawing pertaining to the work;
- m. **"Request for Tender"** means this Request for Tender package in its entirety, inclusive of all appendices and Addenda/Addendum that maybe issue by the Municipality;
- n. **"Specification"** - means all written descriptions or instructions pertaining to the method and manner of performing the work, or to the quantities and qualities of the materials to be furnished under the Contract, and includes the Tender, General

Conditions, Standard Specifications, Supplemental Specifications and Special Provisions, together with all written agreements, made or to be made pertaining to the method or manner of performing the work, or to the quantities or qualities of materials to be furnished under the Contract;

- o. "**Standard Specifications**" - means the requirements and stipulations of standard practice by the Municipality for the control of work.
- p. "**Supplemental Specifications**" - means the specifications, supplemental to the standard specifications and containing requirements peculiar to the work;
- q. "**Special Provisions**" - means special directions containing requirements peculiar to the work not adequately provided for by the standard or supplemental specifications;
- r. "**Sub-Contractor**" - means a person, partnership or corporation undertaking the execution of a part of the work by virtue of an agreement between himself and the Contractor, and who has independent control over the work to be done under such agreement.
- s. "**Work**" or "**Works**" (unless the context requires a different meaning) - means the whole of the works, materials, matters and things required to be done or supplied, mentioned or referred to in the tender, specifications, plans, profiles, and drawings including all extra or additional work or materials, matters or things which may be ordered by the Engineer/Consultant.
- t. The words "**Approval**", "**Directed**", "**Required**", "**Considered Necessary**", "**Authorized**", "**Acceptable**", "**Satisfactory**", "**Provide**", or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Contract Administrator.

Job Description

The general objective of the contract is for the supply and placement of surface treatment on various sections of roadway throughout the Municipality of Southwest Middlesex.

Disqualification of Tenders

Tenders that are not received prior to the advertised closing time, or are conditional in any part, will be deemed incomplete. The bidding system will not allow incomplete tenders to be submitted.

Omissions, Discrepancies, Questions and Conflicts of Interest

Should a bidder find discrepancies in, or omissions from, the drawings or contract documents or should he be in doubt as to their meaning, he should notify the Legislation/Procurement/Communications Officer of the Municipality. All questions concerning this Request for Tender should be directed in writing to the Legislation/Procurement/Communications Officer.

No other Municipality representative, whether an official, agent or employee, is authorized to speak for the Municipality with respect to this Request for Tender, and any bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.

Not only shall the Municipality not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the Request for Tender Process may be grounds for rejection of its Bid.

For inquiries regarding the Tender Specifications, please contact:

Mauro Castrilli, C.E.T.
Manager of Public Works
Telephone: (519) 287-2015, Extension 8119
Email mcastrilli@southwestmiddlesex.ca

In the event of any discrepancies whatever or ambiguity of any symbol, note, abbreviation, etc. used in the Specifications or on the Contract Drawings, the Contractor shall obtain clarification from the Legislation/Procurement/Communications Officer prior to submitting his tender.

Written requests will be considered, following which, the Legislation / Procurement / Communications Officer or Contract Administrator may issue an addendum.

Withdrawal or Qualifying of Tenders

A tenderer, who has already submitted a tender, may submit a further tender at any time up to the closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder for this contract.

A tenderer may withdraw or qualify his tender at any time up to the closing time by submitting a letter bearing his signature and seal showing his name and the project and contract numbers on the envelope containing such letter. No telegrams, emails, faxes or telephone calls will be considered.

Method of Measurement and Payment

The quantities shown for the items in the itemized statement of prices and quantities are estimated only and are for the sole purpose of indicating to bidders, the general magnitude of the work. For work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices quoted.

Measurement of finished work and method of payment shall be as outlined in the Form of Tender and in the Specifications.

Harmonized Sales Tax (HST)

The contractor will indicate the Harmonized Sales Tax (HST) as applicable.

Any change in the tax structure that exists at the time of signing will be paid or deducted, as the changes become law.

The contractor must provide the H.S.T. registration number.

Informal or Unbalanced Tenders, Informalities

Informalities or irregularities noted during the tender opening, or during the review of tenders, will be forwarded to the Municipality of Southwest Middlesex Legislation/Procurement/Communications Officer, or designate for a ruling on whether the informality compromises the tendering process. This ruling will not necessarily happen at the tender opening. The Legislation/Procurement/Communications Officer will decide whether to accept or reject any tender for such informalities after completion of the tender

openings. **See below for cases where tenders will be automatically rejected during the tender opening.**

Tenders that contain prices, which appear to be so unbalanced as likely to adversely affect the interests of the owner, may be rejected.

If a tenderer has omitted to enter a price for an item of work set out in the Form of Tender, he shall be deemed to have allowed elsewhere in the tender for the cost of carrying out the said item of work.

Acceptance of Tenders

The tender for this project will be submitted to the Municipality of Southwest Middlesex.

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 following will be cause for the rejection of tenders:

- Invalid / No agreement to bond documentation.
- Invalid / No tender deposit attached or enclosed.
- Invalid/ No supporting information (supervisory personnel, experience, proposed suppliers, construction plant) included
- Signed Addenda not attached to Form of Tender
- The privilege clause not signed.
- Form of Tender not signed and sealed
- Any contractor with existing litigation against the Municipality of Southwest Middlesex

If any of the above are noted to be missing or incorrect, the tender price will not be unsealed.

The deposit of the bidder whose tender is accepted will be forfeited by him to the Owners as liquidated damages should the tenderer fail to execute a contract within 14 days after being notified in writing by the Contract Administrator of the acceptance of his tender, or to supply a satisfactory bond as stipulated in the General Conditions.

The deposits of the unsuccessful tenderers, except for the two (2) low bids, will be returned without interest within three (3) working days after tender opening.

All deposits will be returned without interest upon execution of a contract with the successful tenderer or should a contract not be executed within sixty (60) days of the date of closing of this tender.

Document Required Before Tender Closing

Tenderers must submit the following information before tender closing:

- ii) The bidder must fill in and submit the unbound section of the Form of Tender. This includes Contractor's experience and supervisory personnel, subcontractor's experience and supervisory personnel (if applicable), a listing of all proposed suppliers and a listing of all construction equipment to be used.
- iii) **Tender Deposit:** Each tender must be accompanied by a Tender Deposit, in the form of a Certified Cheque or Bank Draft or Bank Letter of Credit or Bid Bond, in favour of the Municipality of Southwest Middlesex in the amount of **\$15,000** to secure the execution of a formal contract.
- iv) Proposed schedule of construction showing completion of the work in accordance with the working days specified.
- v) Acknowledgement of Addendum/Addenda

Documents Required at Contract Signing

Prior to signing of the Contract, the Municipality shall require submission by the contractor of the following documents:

- a) Executed Contract
- b) Compliance with Section 7 and 80.49 of Ontario Regulation 191/11 [Accessibility for Ontarians with Disabilities Act (AODA)]
- c) Insurance documents in compliance with the Bid Request
 - i. Commercial General Liability \$5,000,000;
 - ii. Automobile \$2,000,000;
 - iii. Environmental Liability/Contractor's Pollution Liability \$5,000,000
- d) Workplace Safety and Insurance Board (WSIB) Certificate
- e) Executed Bonds
 - i. 100% Performance Bond
 - ii. 50% Labour and Materials Payment Bond
- f) A copy of the Successful Bidder's Health and Safety Policy
- g) Copy of Notification of Contract as transmitted to Ministry of Labour
- h) Construction Schedule
- i) Confined Space Entry Policies and Procedures
- j) Hot Work Policies and Procedures
- k) Contractor Health and Safety Policy
- l) List of Supervisor Personnel
- m) List of Material/Equipment Suppliers
- n) Construction equipment

Standard Specifications and Drawings

Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings, which form a part of this contract, are available for review at the following websites:

www.ops.on.ca
www.ogra.org
www.roadauthority.com

Other standard specifications and drawings are also referenced in this contract.

Addendum and Addenda

Proponents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

Addendum/Addenda will be issued through the Bidding System, up to three (3) days prior to Closing Time and Date. However, the County may still issue an addendum for administrative corrections or clarifications within three (3) business days prior to closing date.

In the event an addendum is issued within three (3) days prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued.

The Municipality encourages Proponents **not** to submit their Bid prior to three (3) days before the Proposal closing time and date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued, the municipality may, at its sole discretion, disqualify the bid based on incomplete submission. The Proponent is solely responsible to:

- ii) make any required adjustments to their Bid; and
- iii) acknowledge the addendum/addenda; and
- iv) Ensure the re-submitted Bid is received by the municipality no later than 2:00:00pm (local time), on the Bid Closing Date.

Provision for Traffic

Traffic control plans must be submitted to the Contract Administrator for approval prior to construction and any subsequent changes must be approved in writing.

Signage and traffic control to be in accordance with the Ontario Traffic Manual – Book 7.

Environmental Protection

All environmental protection measures will be governed by the requirements of the Ontario Ministry of the Environment, Conservation and Parks (MECP) and the local Conservation Authority.

Freedom of Information

The information collected in response to this Request for Proposal is collected under the authority of the Municipality's Purchasing By-law. The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the Municipal Clerk, Kendra Kettler at kkettler@southwestmiddlesex.ca

SECTION B – SPECIAL PROVISIONS

Special Provisions for Non-Tender Items

Construction Schedule

- A. The Contractor to provide a Construction Schedule showing the Contract starting date and the commencement and completion of each substantial or key portion of the work. Provide the schedule to the Contract Administrator for review 14 days before mobilizing to site. Include in the schedule the work of any sub-contractor, submission dates for shop drawings, and the project completion date.
- B. Contractor to indicate in the Construction Schedule the Critical Path of the work including, but not limited to, the following:
 1. Identification and listing in chronological order of all construction, demolition and removal activities required to complete the Work, such as mobilization and other activities, all subcontractor work, cleanup, and site restoration; and specified work sequences, constraints, and milestones, including Substantial Performance date.
 2. Construction schedule shall be in the form of a GANTT Chart and generated using professional computer software, such as Microsoft Project as a minimum, and updated as required at no additional cost to the Municipality.
 3. The Construction Schedule shall be updated before and reviewed at each progress meeting.
 4. Identify timeframe, duration, early start, and completion for each activity and sub-activity, and any critical activities.
 5. Identify shop drawing submission dates related to materials or activity on the schedule.
- C. Contractor to provide sub-schedules, such as Staging Plans and Sequencing Plans as required, to further define portions of the Work.
- D. Contractor to provide to the Contract Administrator in writing, a step-by-step procedure outlining the proposed method of accomplishing each portion of work that requires an interruption to the operation of the existing works. This proposed method of construction must be forwarded to the Contract Administrator for approval at least three (3) weeks in advance before any such work will be permitted. The Contractor shall include proposed specific hours (times) of work in the submission.
- E. Contractor to use additional work forces and equipment or revise methods of operation when the progress of work is not sufficient to meet the Construction Schedule at no additional cost to the Municipality.
- F. In the case that a Construction Schedule with insufficient detail is submitted, Contractor's requests for progress payment will not be reviewed until such time that an appropriate Construction Schedule is provided.

Schedule Updates

- A. Update the progress schedule when requested by the Contract Administrator. As a minimum, update the schedule bi-weekly and distribute it four (4) days prior to each site meeting.
- B. If an activity is not completed by its latest scheduled completion date and this occurrence may extend the Contract Time, or may affect the project critical path, within 7 days of such occurrence, submit a written statement as to how the non-performance will be corrected and the original schedule will be maintained.
- C. All schedules must indicate contingency and alternative dates and times in the event of postponement of any activity for any reason.
- D. Submission of a schedule does not relieve the Contractor from their responsibility for the completion of the Work in the time required by the Contract.

Completion Date

This project shall be completed by September 30th, 2024 as per OPSS. MUNI 304.

Submittals

Submittals fall into two (2) categories – Shop Drawings and Requests for Information.

1. **Shop Drawings** are submittals that are required for all materials and structures as shown on the Drawings and specified. The Contract Administrator will review and provide comments.
2. **Requests for Information** are questions from the Contractor that require clarification from the Contract Administrator.

Submittals that do not have all the information required to be submitted, including acknowledgement of deviations, are not acceptable and will be returned without review.

Request for Information Procedure

Within ten (10) business days after receipt of an RFI submittal, the Contract Administrator shall return one (1) copy of the RFI response.

For any RFI where the information requested is apparent from field observations, is contained in the contract documents or is reasonably inferable from them, the Contractor shall be responsible to the Municipality for all reasonable costs charged by the Contract Administrator to the Municipality for the additional services required to provide such information.

Payment of Granular Pit Tickets

Payment of granular pit tickets shall be in accordance with OPSS.MUNI 102. Supplier's tickets must be submitted to the Contract Administrator within 48 hours of the material delivery to the job site. Tickets submitted later than 48 hours will not be considered for payment under the contract. Mass measurement of all granular and asphalt material shall be electronically transmitted from the platform weight sensing device to the computer, with a direct cable connection. Any form of manual override, except total transaction rejection, will not be allowed. Tickets of laser quality type shall be produced electronically, using black print only, on a printing device connected by direct cable connection to the computer, capable of producing accurate tickets conforming to the Owner's requirements. Tickets shall be supplied by the Contractor and shall indicate the truck number, type of material, gross weight, net weight, tare weight and contract number. **Handwritten Tickets Will Not Be Accepted.**

Site Safety

The Contractor is responsible for himself and his crew to conform to the regulations of the Occupational Health and Safety Act and all Municipality of Southwest Middlesex safety requirements. If, at any time, the Contract Administrator or Inspector considers the works to be unsafe, he may request the Contractor to remedy the situation. Should the Contractor fail to take adequate measures, the Contract Administrator may order the work to cease until such measures as deemed necessary have been taken. Such delay shall not be cause for an extension of Contract time, nor for additional compensation.

In the event of a Ministry of Labour (MOL) site visit, the Contractor must submit a copy of the MOL premise form to the Contract Administrator and the Municipality of Southwest Middlesex. In the event that the MOL visit produces orders to the Contractor, a copy of the response of corrective actions and tentative completion dates that the Contractor has prepared must be submitted to the Contract Administrator and the Municipality of Southwest Middlesex's assigned Construction Administration representative.

Existing Utilities

The location of all existing utilities shown on plan drawings is approximate. Individual sewer connections and water services are shown on the Contract Drawings but there is no assurance that this depiction is complete or accurate. The Contractor will need to utilize various construction methods (i.e., trenchless installations, trench boxes, trench liners, piling, sheeting, vacuum excavation, and others) to undertake the Contract work and protect/support the existing utilities.

All costs associated with this work shall be included in the appropriate items in the Contract. There will be no basis for claims related to additional work or delays for crossing and/or support of any utilities.

Working Area

The Working Area is identified on the drawings. Construction related activities must be confined within the Working Area and the road allowance where possible. All access to

and from the sites will require appropriate signage and flagging for any external traffic interruptions as required by OSHA.

No work may be completed on private property without a signed Consent to Enter Form from the property owner. The Contract Administrator and/or the Municipality will obtain signed Consent to Enter forms when required.

Existing Traffic Signs

Prior to commencement of construction, the Contractor must record the location and type of each sign within the limits of the construction. The Contractor is responsible for removal, storage and reinstallation of all signs within the construction zone including the cost of replacing missing signs as a result of construction, damage or theft.

The signs must be reinstalled in conformance with the Ontario Traffic Manual, Highway Traffic Act, the Municipality of Southwest Middlesex's Traffic and Parking By-Law and the City of London Standards. Temporarily relocated signs shall be kept at the same height, offset and basic location from traffic as before removal. All new or replacement signs required as part of the works shall conform to the requirements for the appropriate sign type (post type, material, reflectivity, etc.) as detailed on drawing SR-19.0 to SR-19.4, inclusive.

Testing of Material

Section GC5.02 of the General Conditions of Contract is hereby amended and/or extended.

The Contract Administrator may require documentary evidence to the effect that materials supplied by the Contractor comply with the specifications, in the form of a certified copy of a laboratory report from a testing company acceptable to the Contract Administrator. No costs in connection with these tests shall be borne by Municipality of Southwest Middlesex.

Construction Signing

Section GC7.07 of the General Conditions is hereby amended/extended.

The Contractor will supply, install and maintain all construction signs for the approaches/outside the contract limits and also within the contract limits.

All signing shall be as per the latest editions of Occupational Health and Safety Act for Construction Projects and Book 7 of the Ontario Traffic Manual.

Insurance

The face value of the general liability insurance shall be five million dollars (\$5,000,000.)

The insurance shall be maintained continuously from the commencement of the work until twelve months following the date of final acceptance.

The Contractor shall submit to the owner, proof of insurance for the guarantee period. This proof shall be submitted prior to the release of final holdback.

The following shall be named as Additional Insured:

Municipality of Southwest

Middlesex Definition of a

Working Day

Notwithstanding section GC1.04 of the General Conditions (GC) of the contract, a working day is any weekday from 7am to 7pm. All work must be completed within this timeframe.

The Contractor shall complete all work including restoration no later than 7pm.

Liquidated Damages

In the event that this contract is not completed within the time as set forth in the Special Provisions, or as extended in accordance with the General Conditions, the Contractor will pay Municipality of Southwest Middlesex the sum of **\$1,000.00 as liquidated damages** for each and every calendar days delay in finishing the work in excess of the time prescribed.

Progress Payments and Holdbacks

Section GC8.02 of the General Conditions (GC) is amended by the following:

- i) All payments, holdbacks and releases of holdbacks shall be subject to the Construction Act and the conditions set out in Section 8 of the general conditions and the additional conditions listed below.
- ii) The Municipality will issue one copy of a progress payment certificate, which the Contractor has, signified approval, for payment every month. These progress payment certificates will be subject to a Lien holdback in the amount of 10% of the total estimated value of work completed to date and 2.5% Maintenance Holdback.
- iii) Sixty (60) calendar days after publication of the Substantial Performance Certificate, provided that no claims have been filed in accordance with the Construction Act and a copy of the Certificate of Publication of the Substantial Performance Certificate is submitted to the Municipality, the Municipality will issue an up-to-date payment certificate and release the 10% Lien holdback but 2.5% Maintenance Holdback of the total estimated value of the work will be retained for the duration of the maintenance period.
- iv) A second substantial performance certificate will be issued for publication if the amount of work completed at that time was revised to issue the first substantial performance certificate. Except for the 2.5% maintenance holdback and provided no lien has been filed, the balance of the lien amount will be release after an additional 60 calendar days after publication of the Second Substantial Performance Certificate.
- v) Final payment, including release of all holdback, will be made by the Municipality to the Contractor within thirty days after the Contractor has submitted the following documents:

- i) one copy of the final payment certificate on which the Contractor has signified approval of the quantities and values contained therein.
- ii) the Contractor's statutory declaration that all sub-Contractors and suppliers have been paid.
- iii) signed releases from owners of all private property used by the Contractor during construction of the work.
- iv) a Workplace Safety and Insurance Board Certificate.
- v) a Standby Irrevocable Letter of Credit (LC), in favour of the Municipality for 2.5% of the contract amount, from a Canadian Chartered Bank, in lieu of the 2.5% Maintenance holdback.
- vi) proof of Insurance for the term of the maintenance period.

Guarantee Maintenance

The guarantee maintenance period for the contract shall commence on the date of acceptance of the completed work and shall continue for a period of twelve (12) months.

The Municipality will conduct an inspection with the Contractor before the expiry of the twelve (12) months maintenance warranty period. Any deficiencies found during this inspection, or at any time during the warranty period, shall be corrected by the Contractor at his/her expense within thirty (30) days after being notified by the Municipality.

Should the Contractor fail to repair any deficiency within the prescribed time, or should the Municipality deem a deficiency to need emergency repair during the warranty period, the Municipality will pay for the repair by drawing from the Letter of Credit or from the maintenance holdback, after giving the Contractor 24 hours' notice.

Disposal of Materials

All unsuitable materials or excess materials to the contract shall be disposed of by the Contractor at his/her risk and expense. The Contractor shall submit copies of the signed releases from Owners of all disposal sites.

Contractor's Meetings

The Contractor will attend and cause his sub-contractors, if any, to attend any meetings called by the Contract Administrator or the Municipality to discuss the progress of the work under this contract. Meetings will be held biweekly during construction.

Subcontractors

Section GC3.09 of the General Conditions of the contract is hereby extended:
The Contractor may not subcontract more than 50% of the dollar value of the contract.

Order of Precedence

Section GC2.02 of the General Conditions is hereby extended and/or amended.

- a) Agreement
- b) Addenda
- c) Supplementary specifications
- d) Special provisions
- e) Contract drawings
- f) Standard specifications
- g) Tender
- h) Supplemental general conditions
- i) General conditions

Construction Document Sets (Specifications and Drawings)

The Municipality will only issue electronic copies of Construction Drawings to the successful Contractor(s). Contractors shall make additional copies of the Tender Specifications from the Tender Documents at their own expense.

Reporting Spills and Environmental Emergencies

In the event of spills, the Contractor shall, as the first course of action, contain and secure the materials, advise the Contract Administrator and the Owner, and immediately contact the Ontario Ministry of the Environment, Conservation and Parks (MECP) Spill Action Centre at 1-800-268-6060. Further information on reporting spills and environmental emergencies are available at: <https://www.ontario.ca/page/report-pollution-and-spills>.

Environmental Protection

All environmental protection measures will be governed by the requirement of the Ontario Ministry of the Environment, Conservation and Parks (MECP) and by the Ontario Occupational Health and Safety Act.

Site Cleanup and Restoration

The contractor is responsible for leaving the site in a clean fashion that is, at minimum, restored to preconstruction condition. If any fencing, roadways, or other items that are to be left in place are damaged or disturbed, they must be restored to, at minimum, their preconstruction condition. Final restoration and cleaning shall be completed to the satisfaction of the Contract Administrator.

Ontario Ministry of Labour Fair Wage Schedules

The Contractor shall determine the Fair Wage Schedules, which apply to this contract. Information on Fair Wage Schedules can be obtained from:

Administrator of Fair Wage Schedules
Employment Standards Branch
Ontario Ministry of Labour
400 University Avenue, 3rd Floor
Toronto, Ontario, M7A 1V2

Special Provisions Tender Items

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ITEM 5.01 – INSURANCE AND BONDING

Under this lump sum item, the Contractor shall include the cost of Performance Bond, Labour and Material Payment Bond, Maintenance Bond and Insurance naming **The Corporation of the Municipality of Southwest Middlesex** and **The Corporation of the County of Middlesex** as additional insured.

If so requested by the Engineer, the Contractor shall provide the Engineer with copies of the actual invoices received by the Contractor for the required bonds and insurance.

The submission by a Tenderer of an unbalanced price for this item may result in the tender being disqualified as being unbalanced.

Payment under this item will be made on the first payment certificate once the Engineer has been provided with all required bonds and insurance

ITEM 5.02 – MOBILIZATION, DEMOBILIZATION AND SITE CLEAN-UP

For the lump sum price bid, the Contractor will be compensated for all costs associated with mobilization, demobilization, site requirements and any other general items not covered in the tender items including final site clean-up and supply of the field office (if required). Sixty percent (60%) of this tender item will be paid on the first payment certificate on the Contract with the balance paid on the payment certificate issued on Substantial Performance.

The submission by a Tenderer of an unbalanced price for this item may result in the tender being disqualified as unbalanced.

ITEM 5.04 – PROVISIONAL ITEM - SUPPLY, HAUL & PLACE BASE AGGREGATE CLASS 2

For the unit price bid, the Contractor will be compensated for all costs associated the supply, hauling and placement of Class 2 aggregate in spot locations on sections of road identified in this contract prior to the placement of the single surface treatment. Emulsion will be compensated through the appropriate line item.

The use of this item will be made by the Engineer on site.

ITEM 5.05 – CONTINGENCY ALLOWANCE

For the lump sum price bid, the Contractor will be compensated for all costs associated with mobilization, demobilization, site requirements and any other general items not covered in the tender items including final site clean-up and supply of the field office (if required). Sixty percent (60%) of this tender item will be paid on the first payment certificate on the Contract with the balance paid on the payment certificate issued on Substantial Performance.

SECTION C – FORM OF TENDER

Checklist of Items Required with Bid Submissions:

- Form of Tender – completed, signed and initialed where indicated
- Tender Document Privilege Clause
- List of references and list of subcontractors
- Statement A, relative to my/our experience
- Proposed preliminary schedule of construction
- Itemized statement of quantities and prices
- Agreement to Bond.
- Tender deposit in the amount of **\$15,000**
- Addendum/Addenda

Checklist of Items Required Prior to Commencement of Work:

- Executed copies of the Agreement
- Insurance certificates in compliance with Tender documents
- Copy of notification of Contract as sent to Ministry of Labour
- Copy of Contractor's Health and Safety Policy
- All required bonding as listed in the Tender Documents



**Request for Tender
SM-005-24
Surface Treatment**

From: _____
(Contractor)

To: Mayor and Members of the Council of the Municipality of Southwest
Middlesex

I (We), the undersigned, have carefully examined the locality and site of the proposed construction described above, and all documents relating thereto including Addendum/Addenda, and I/we hereby, if successful, intend to enter into a contract with the Municipality of Southwest Middlesex to construct the said works, in strict accordance with the Contract Documents, for the estimated total contract price of:

_____ Canadian dollars (\$ _____)
inclusive of all taxes.

The aforesaid sum is made up as shown in the schedule of items and prices which has been completed and attached hereto, and which shall form the basis of payment for the contract.

***The Tenderer will insert here (* _____) the numbers of addenda received by him during the tender period and taken into account by him in preparing this tender.**

The tenderer agrees that the prices provided may be released to the public in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

I/we hereby acknowledge my/our agreement to the terms and conditions contained in the Information to Bidders.

Dated this _____ day of _____, 2024.

(Contractor)

(Signature)

(Name)

(I / We have the authority to bind the Corporation / Firm)

(Address)

(City and Province)

(Postal Code)

(HST Reg. #)

(Telephone)

(Fax)

List of References

Please provide the information requested below. Reference checks will be completed and the decision to award the tender will be based on the Municipality of Southwest Middlesex's assessment of overall qualified low bidder. Experience listed below must be relevant to the current project in scope and value. Should the Municipality fail, after making reasonable inquiries, to be satisfied the project was performed to the satisfaction of the entity for which it was performed, or if the references itself are deemed to be unsatisfactory at the Municipality's own discretion, the Municipality may disqualify the bid.

Project Name	
Company for whom the work was complete:	
On the project did your firm act as	General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$
Contact Name at the owner's facility	
Telephone Number with area code	
Date of Completion of this project	
Project Name	
Company for whom the work was complete:	
On the project did your firm act as	General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$
Contact Name at the owner's facility	
Telephone Number with area code	
Date of Completion of this project	
Project Name	
Company for whom the work was complete:	
On the project did your firm act as	General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$
Contact Name at the owner's facility	
Telephone Number with area code	
Date of Completion of this project	

General Contractor:

List of Subcontractors to be Employed

Bidders must provide a complete list of subcontractors who will be employed on the project.

Specify “**Own Forces**” if no Sub-Contractor(s) will be used.

Subcontractor	Trade

Subcontractor(s) are subject to the approval by Municipality of Southwest Middlesex, and once approved by Contract Award, may not be changed without the Municipality’s written consent.

The successful contractor shall submit release letter(s) from the listed/named subcontractor(s) advising of withdrawal from the project.

General Contractor:

Statement “A” – Contractor’s Experience

Year	Description of Contract	Owner	Value	Contact

Subcontractor’s Experience

Year	Description of Contract	Owner	Value	Contact

List of Supervisory Personnel to be Employed

Bidders must provide listing of key supervisory personnel who will be employed on the project. **(An attachment is acceptable)**

(a) Prime Contractor

Name	Position	Qualification and Experience

(b) Subcontractors

Name	Position	Qualification and Experience

Proposed Schedule of Construction (An attachment is acceptable)

The Contractor must submit a realistic schedule of construction prior to signing the contract documents.

The Contractor is requested to submit a tentative schedule with this Tender submission.

Note: Time restrictions as described in Items 4, 5 & 6 of the Special Provisions.

Schedule of Items and Prices

Item No.	OPSS	Description	Unit	Est. Qty.	Unit Price	Total Price
Part 1 – Trillium Drive (Dundonald Road to Tait’s Road) (Single Surface Treatment)						
3.01	102 304 1103	Supply and place HF150SP emulsion, complete	litre	13,300	\$	\$
3.02	102 304 1001 1006	Supply, haul and place Cover Aggregate - CLASS 5	tonne	120	\$	\$
Part 1 – Trillium Drive (Single Surface Treatment) - SUBTOTAL						\$
Part 2 – Pratt Siding Road (Concession Drive to Centreville Drive) (Single Surface Treatment)						
3.01	102 304 1103	Supply and place HF150SP emulsion, complete	litre	14,650	\$	\$
3.02	102 304 1001 1006	Supply, haul and place Cover Aggregate - CLASS 5	tonne	135	\$	\$
Part 2 – Pratt Siding Road (Single Surface Treatment) - SUBTOTAL						\$
Part 3 – Pratt Siding Road (Longwoods Road to Trillium Drive) (Single Surface Treatment)						
3.01	102 304 1103	Supply and place HF150SP emulsion, complete	litre	14,650	\$	\$
3.02	102 304 1001 1006	Supply, haul and place Cover Aggregate - CLASS 5	tonne	135	\$	\$
Part 3 – Pratt Siding Road (Single Surface Treatment) - SUBTOTAL						\$

Part 4- Miscellaneous Items						
4.01	SP	Bonding and Insurance	LS	100%	\$	\$
4.02	180 206 SP	Mobilization, demobilization and cite clean-up	LS	100%	\$	\$
4.03	GP	Construction staging, traffic control and maintenance	LS	100%	\$	\$
4.04	102 304 1001 1006	PROVISIONAL ITEM - Supply, haul and place Base Aggregate - CLASS 2	tonne	60	\$	\$
4.05	SP	Contingency Allowance	Allowance		\$ 18,000.00	\$ 18,000.00
Part 5 - Miscellaneous Items - SUBTOTAL						\$

**Municipality of Southwest
Middlesex SURFACE
TREATMENT**

Contract No. SM-005-24

TENDER PRICE SUMMARY		
Part No.	Description	Total Prices/Part
1.0	Trillium Drive (Dundonald Road to Tait's Road) (SST)	\$
2.0	Pratt Siding Road (Concession Drive to Centreville Drive) (SST)	\$
3.0	Pratt Siding Road (Longwoods Road to Trillium Drive) (SST)	\$
4.0	MISCELLANEOUS ITEMS	\$
Subtotal Contract Price (without HST)		\$
Harmonized Sales Tax (13% of Subtotal Tender Price)		\$
TOTAL CONTRACT PRICE (including HST)		\$

*The Total Contract Price is to be entered on page FT1.

TENDERER'S SIGNATURE: _____

Agreement

This Agreement made in duplicate this day of , 2024.

Between:

hereinafter called the "Contractor"
Of the First Part

And

The Municipality of Southwest Middlesex

hereinafter called the "Municipality"
Of The Second Part

WITNESSETH that the contractor hereby agrees to furnish all necessary machinery, tools, equipment, materials, supplies, labour and other means of construction, except as herein otherwise specified, to complete, in strict accordance with the plans and specifications, the work known as:

Surface Treatment SM-005-24

and as described in the Contract Documents.

In Consideration, the Municipality of Southwest Middlesex agrees to pay the contractor for all work done, in the manner provided by the specifications of this contract, the unit prices submitted by the contractor in the Form of Tender and accepted by the Municipality of Southwest Middlesex.

In Witness Whereof the Contractor and the Municipality of Southwest Middlesex have signed below.

Municipality of Southwest Middlesex

Mauro Castrilli
Manager of Public Works

(I / We have the authority to bind the Corporation / Firm)

SECTION D – ACCESSIBILITY ACT



Accessibility for Ontarians with Disabilities Act (AODA)

In accordance with Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Southwest Middlesex is required to ensure all third parties or persons who provide goods, services or facilities on behalf of the organization are properly trained.

The successful Proponent shall comply with the Municipality's Accessibility Policy.

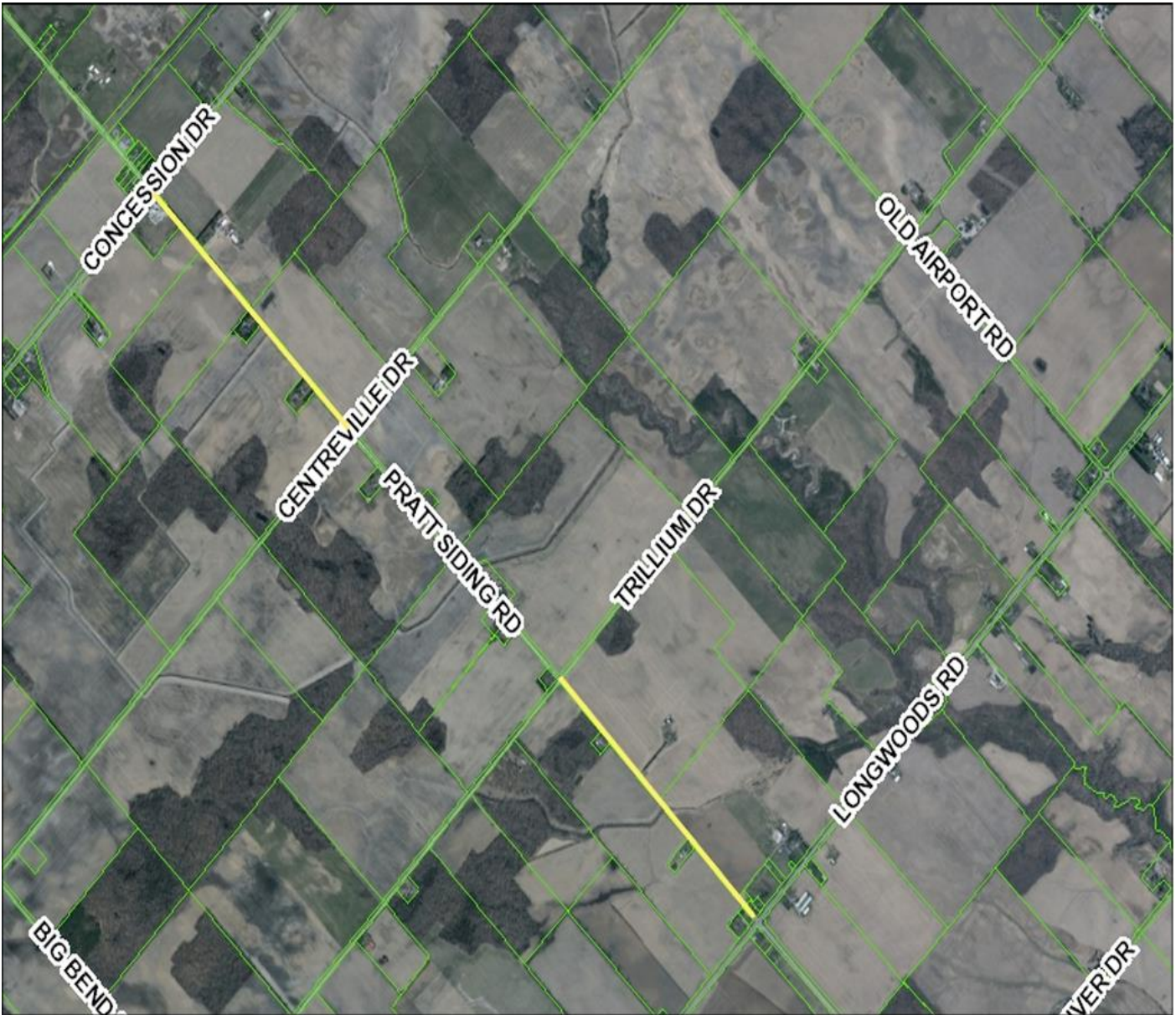
Contracted employees, third party employees, agents and others who deal with the public on behalf of the Municipality shall meet the requirements of Ontario Regulation 191/11 with regards to training. Training for the aforementioned regulations can be accessed online at the following website addresses:

Access Forward: Training for an Accessible Ontario - www.accessforward.ca

In accordance with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11), the Municipality requires content created for the municipality to be provided in a format, which is compliant with WCAG 2.0 Level AA requirements. As required under Section 14 of the regulation, any content published on our website needs to be compliant with the WCAG requirements by the timelines set out in the Regulation. It is the successful Proponent's responsibility to produce the required documents in an accessible format.

SECTION E – REFERENCE DRAWINGS

Pratt Side Road (Concession Drive to Centreville Drive) & (Trillium Drive to Longwoods Road)



Trillium Drive (Dundonald Road to 3945 Trillium Drive)

