



THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT
REQUEST FOR TENDER
FOR
Surface Treatment Overlays
TENDER-PW-002-2024

CLOSING

DATE: April 26th, 2024

TIME: 1:00 P.M.

LOCATION: TOWNSHIP OF NORTH STORMONT

15 Union Street, Berwick, ON

Phone: 613-984-2821

LATE TENDERS WILL NOT BE ACCEPTED

The Corporation of the Township of North Stormont reserves the right to accept or reject all or part of any Tender and also reserves the right to accept other than the lowest Tender and to cancel this Request for Tender at any time.

*The Corporation of the Township of North Stormont
TENDER-PW-002-2024
Surface Treatment Overlays
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1. Scope of Project and Specification

The Township of North Stormont are seeking tenders for the supply and application of surface treatment overlays on multiple roads across the Township. All roads will require a 5/8 minus aggregate overlay of Single Surface Treatment with HF 150S emulsion over the existing surface treated road. Two roads will require a 5/8 minus aggregate double surface treatment overlay with HF 150S emulsion over existing surface treatment.

Scope of Work

- Single overlay of Concession 3-4, 4.4km x 6.7m wide
- Double overlay of Norman Drive, 3.3km x 7m wide
- Double overlay of Fourth Road, 1km x 6.7m wide

2. Timeline

Proponents must sign and submit their bids in a sealed envelope addressed as follows, and bids must be submitted under the following instructions:

**THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT
REQUEST FOR TENDER
FOR
Surface Treatment Overlays
TENDER-PW-002-2024**

CLOSING DATE & TIME:
April 26th, 2024 at 1:00pm

LOCATION:
Business Address
15 Rue Union St.,
Berwick, ON. K0C 1G0
Mailing Address
PO Box 40
Finch, ON K0C 1K0
P: (613) 984-2821 x 227
F: (613) 984-2908

- a) Opening and Notification of Acceptance:
- Tenders will be opened by Municipal staff following the closing date and time as stated in this TENDER. Notification of acceptance shall be made by Phone/email, addressed to the winning Proponent at the address contained in the Tender, following the awarding by the Municipality. Upon such notification of acceptance, the successful proposal shall constitute the contract between the parties. Therefore, it is anticipated that no agreement or other separate document will be required.
 - 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/contractor.

4. Submission Format

- a) Forms to be submitted with the document must be completed in their entirety in hard copy. Proponents must complete the Form of Tender and References fields located at the end of this document.
- b) All entries shall be clear and legible and made in a non-erasable medium and signed in ink.
- c) Submissions may be mailed, couriered or hand-delivered to the appropriate location. The Township will not accept electronic or digitally transmitted submissions. Delivery of Tenders through a third-party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time.
- d) All submissions shall be accompanied by a bid deposit in the amount of 10% of the total contract price (before HST). These can take the form of a bid bond, cash, money order or certified cheque.

5. Basis of Rejection

The Corporation of the Township of North Stormont reserves the right to reject any or all proposals for any reason whatsoever including but not limited to the following:

- a) Tenders received after the closing date.
- b) Tenders received on other than the Request for Tender form supplied.
- c) Qualified or conditional tenders.
- d) Tender forms not properly signed and sealed.

Note: The Township has the authority and discretion to terminate this Tender at any time, without giving reason and to accept any proposal considered best for its interest.

6. Basis of Payment

The Proponent shall provide an invoice to the Township for payment after the contract work has been completed. Payment shall be made within thirty (30) days upon receiving the proponent's invoice.

7. Terms and Conditions

General Conditions

- o The Proponent shall provide competent workers to carry out the work in a safe and responsible manner.
- o Township inspection staff shall confirm acceptance of work performed prior to issuance of payment.
- o The successful Proponent shall indemnify and save harmless The Township of North Stormont from and against all claims, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which The Township of North Stormont, its employees, officers, or agents may suffer because of the negligence of the Contractor, his employees, officers, or agents in the performance of the contract.
- o The hours of work shall be determined by the Public Works Superintendent.
- o A permit Application for a Work in Right of Way is required through our partnered software Transnomis. Listed below is the link:
<https://twpnorthstormont.permits.transnomis.com/Even/TWPNS>

Regulations/Policy

- The Contractor shall abide, if applicable, by the requirements of the Industrial Standards Act, Employment Standards Act and any other Acts or By-Laws including Provincial and Federal Legislation which are relative to the performance of work. All contractors and sub-contractors must comply with all Health and Safety requirements as well as the Violence and Harassment policy for The Township of North Stormont.

Public Works Superintendent or Designate

- The Public Works Superintendent or designate shall mean any such person, partnership or corporation, appointed by the Council, to act on their behalf in any particular capacity.

Damage by Vehicle and Other Equipment

- If at any time, in the opinion of the Public Works Superintendent, damage is done or is likely to be done to any highway, parking lot, sidewalks, surrounding sodden areas or any property thereon by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Public Works Superintendent and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of damage and complete the necessary clean up and repairs to the satisfaction of the Public Works Superintendent.

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

Commercial General Liability Insurance

- Commercial General Liability Insurance 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 the contractor relating to its 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; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the Township of North Stormont as Additional Insured subject to a waiver of subrogation with respect to the operations of the contractor. This insurance shall be contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile Liability Insurance

- 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 \$2,000,000 inclusive for each and every loss. The policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) 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.
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- Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the bidder and the Township shall bear no cost towards such deductible.
- The bidder is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the Township.
- The bidder shall provide the Township with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement.

Indemnification

- The successful bidder shall defend, indemnify and save harmless the Corporation of the Township of North Stormont, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible

property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by bidder, their officers, employees, agents, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

Workers Compensation

- The successful bidder shall comply with the regulations of the Workers Safety Insurance Board of Ontario (WSIB). *The Contractor shall provide proof of coverage to the Township prior to the commencement of work.*

8. Note to the Proponent

The Proponent has carefully examined the provisions, specifications and conditions of this document and has carefully examined the site and location of the work to be done under this contract. The Proponent also understands and accepts the said provisions, specifications and conditions and for the price set forth in this tender, hereby offers to furnish all labour, equipment, and so on, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, specifications and conditions of this tender. Tenders shall be open for acceptance for a period of 30 (thirty) days after the closing date. After this time the tender may only be accepted with the consent of the successful Proponent.

9. Project Contact

For any questions, comments, clarifications or concerns regarding this Tender, please contact:

Blake Henderson
Public Works Superintendent
15 Union St. Berwick Ont.
Email: bhenderson@northstormont.ca
Cell: 613-551-0498
Phone: 613-984-2821 ext.227

10. Form of Tender

*Price per square meter

<u>Single overlay</u>	<u>Double surface</u>
\$ _____ . _____ sq/m	\$ _____ . _____ sq/m

I/We (the Proponent) have reviewed the specifications for the RFT for the Township of North Stormont and agree to undertake the work in a good and workmanlike manner by the specified completion date. I/We have reviewed all the terms and conditions of the forms in this RFT and have the authority to bind the company.

Completion Date: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

TELEPHONE: _____ **Cell** _____

FAX: _____

E-MAIL: _____

Signature

Witness - Signature

Name

Witness - Name

Please attach seal