



**The Corporation of the Municipality of Trent Lakes
Bid Document**

**Tender for the Rehabilitation of Beaver Lake Road
Tender #: T-03-2020**

Tender Closing

Date: Thursday, April 30, 2020
Time: 10:00:00 a.m. local time
Location: The Corporation of the Municipality of Trent Lakes
760 Peterborough County Road 36
Trent Lakes ON, K0M 1A0
Attn: Purchasing Coordinator

Late Bids will not be accepted.

The Corporation of the Municipality of Trent Lakes reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the highest Bid and to cancel this Call for Bids at any time.

Table of Contents

Part A – Information to Bidders	5
1. Intended Use.....	5
2. Location	5
3. Duration of Contract.....	5
4. Applicable Document Fees	5
5. Bid Deposit Requirements	5
6. Performance Surety Requirements	5
7. Tender Award.....	6
8. Inquiry	6
9. Amendments to “Standard Terms and Conditions”	6
Part B – Standard Terms and Conditions.....	7
1. Definitions	7
2. Acceptance of Terms	7
3. No Indemnities from the Municipality of Trent Lakes.....	7
4. Force Majeure	8
5. Conflict of Interest	8
6. Errors and Omissions.....	8
7. Bid Closing Time	9
8. Document Fees.....	9
9. Bid Requirement	9
10. Bidder’s Statement of Understanding.....	10
11. Clarification of Bid Documents	10
12. Bid Deposit Requirements	11
13. Performance Surety Requirements	11
14. Insurance and Workplace Safety Insurance Board	11
15. Proof of Ability	12
16. Document and Site Review.....	12
17. Mandatory Requirement.....	12
18. Pricing Requirement.....	12
19. Terms of Payment.....	13
20. Terms of Payment – For Construction Projects.....	13
21. Delivery	13

22.	Patents and Copyrights	13
23.	Assignment	14
24.	Occupational Health and Safety Act.....	14
25.	Laws, Regulations, Permits, Fees and Licenses.....	15
26.	Substitutes and Alternates	15
27.	Quantities	16
28.	Samples	16
29.	Quotation/Tender/Proposal Procedures.....	16
30.	Contract Award	16
31.	Contract Cancellation.....	17
32.	Availability of Labour and Escalation.....	18
33.	Correction of Defects	18
34.	Disclosure	18
35.	Conflict of Interest and Prohibited Conduct.....	19
36.	Freedom of Information.....	19
37.	Complaints	20
38.	Accessibility.....	20
Part C – Specifications		21
I.	Special Provisions - General	21
1.	General	21
2.	Site Preparation	21
3.	Layout	22
4.	Supply of Water.....	22
5.	Geotechnical Investigation Report	22
6.	Specifications.....	23
7.	OPS General Conditions	23
8.	Warranty	23
9.	Schedule	23
10.	Protection of Public and Traffic Control.....	23
11.	Contractor to Investigate	24
12.	Spills Reporting.....	24
13.	Supply of Materials.....	24
14.	Liquidated Damages	24

15.	Co-ordination Meetings	26
16.	Measurement of Payment	26
17.	Dust Control	26
18.	Discrepancies and Conflicts	26
19.	Utilities	26
20.	Sign and Mailbox Maintenance	27
21.	Disposal and Management of Surplus or Unsuitable Material.....	27
22.	Erosion and Sediment Control	27
23.	Submitting Payment Certificates	28
II.	Special Provisions – Tender Items.....	28
24.	Scope of Work.....	28
25.	Hot Mix Asphalt (HMA) – Item No.’s A 4, A 5.....	28
26.	Granular ‘A’ - Item No. A 2	32
27.	Traffic Control – Item No.’s A 8, B 4.....	33
28.	Granular Sealing – Item No.’s A 7 (PROV.) Na B 3 (PROV.).....	34
29.	Pulverization – Item No. A 1	34
30.	Remove and Replace CSP Cross Culverts with BOSS HDPE pipe – Item No. A3.....	35
31.	Contingency – Cost Summary Table (P. 47).....	36
32.	Remove and Dispose – Steel Beam Guide Rail – Item No. A 6.....	36
33.	Steel Beam Guide Rail – Items No. A 6, B 2 (PROV)	36
34.	Steel Beam Guide Rail Energy Attenuating System – Items No. A 6, B 2 (PROV)	36
35.	Surface Treatment – Item B 1	37
Part D – Bid Form.....		39
	Bidders Information Form	40
	Declaration of Accessibility Compliance	42
	Schedule of Items & Prices.....	43
	Declaration	48

Part A – Information to Bidders

1. Intended Use

The Municipality of Trent Lakes is requesting tender submissions for the Rehabilitation of Beaver Lake Road, including Pulverization, Grading, Hot Mix Paving, Culvert Replacement, Surface Treatment and Steel Beam Guide Rails.

2. Location

Beaver Lake Road easterly for a distance of 10.9 kilometres from County Road 507.

3. Duration of Contract

This Contract shall be for a period of sixty (60) working days from the date of commencement. The date of commencement shall be June 15, 2020.

The Municipality reserves the right to accept or reject the unit prices and reissuing the Tender for public bidding.

4. Applicable Document Fees

None required.

5. 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 Trent Lakes in 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.

6. 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 Trent Lakes 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 their 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 their 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 their Bid**.

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

7. Tender Award

The Tender award will be made based upon the lowest compliant bidder for the base Tender bid.

8. Inquiry

Any questions regarding this tender should be sent to purchasing@trentlakes.ca no later than 10:00 a.m. Thursday, April 23rd, 2020.

Addenda will be issued if clarification is required. The Municipality will be responsible for the issuing of all addenda. Bidders are responsible for checking for Addenda.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed official or other representatives of the Municipality concerning matters regarding this Tender. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

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.

None.

Part B – Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Municipality in response to which Quotation/Tenders/Proposals are invited for the performance of the work or supply of the 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.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Municipality	The Municipality of Trent Lakes, its successors and assigns.
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.

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 Tender. 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 Trent Lakes

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

Notwithstanding the provisions of the tender, the Municipality shall not be liable for damages or liquidated damages arising from the termination or postponement of any tender released or contract entered into with a bidder, if and to the extent that its delay in performance or other failure to perform the obligations under the contract, is the result of an event of force majeure.

Force majeure means an event beyond the control of the Municipality and not involving the Municipality's fault or negligence and not foreseeable. Such events may include, but not restricted to fire, flood, natural disaster, pandemics, epidemics, plague, and quarantine restrictions.

If a force majeure situation arises, the Municipality shall promptly notify any bidders of such conditions and cause thereof. The Municipality shall at its sole discretion determine whether to terminate or postpone any tender or contract either released or entered into with a bidder.

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 County 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 Tender document. While the Municipality has used considerable effort to ensure an accurate representation in the Tender document, the information contained in the Tender document 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

One copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The Municipality of Trent Lakes time mechanism will be considered the official time when determining exact time of submission.

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 Requirement

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

- I. 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.
- II. Bid submissions shall consists 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.
- III. 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.
- IV. All Bids are to be submitted in English only.
- V. 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.
- VI. Adjustments by telephone, facsimile (Fax), email 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 submission prior to the specified bid closing time.
- VII. Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of the company, and Tender number

on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

VIII. Faxed Bid Submissions are not acceptable.

IX. 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 Trent Lakes' Office 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.

10. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have 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.

11. Clarification of Bid Documents

No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The Municipality will issue all written addendum to the bid documents by email to each bidder or prospective bidder who has provided an email address. Addendum will also be posted on the Municipal website at www.trentlakes.ca/announcements/tenders-rfps/.

Bidders are required to confirm receipt of each addendum. Although the Municipality will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

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 his/her 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 and Workplace Safety Insurance Board

The successful bidders 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 \$2,000,000.00 per incident, with the Municipality of Trent Lakes named as insured. Additional coverage may be required.

See Part A – Information to Bidders, which forms 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.

Or

The successful bidder shall provide proof to the Municipality from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Municipality with the W.S.I.B. Clearance Certificate.

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

15. 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.

16. Document and Site Review

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

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.

17. Mandatory Requirement

Submissions must meet all mandatory requirements as contained herein. Submissions 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 perform to the Municipality’s expectations.

18. 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.

19. Terms of Payment

Unless progress payments or any alternate terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from the 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.

20. 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, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, 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 Director or designate, the Performance Sureties will be returned to the Company.

A two year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5%) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period.

All payment will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

21. Delivery

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

All bids shall be F.O.B. Destination, Trent Lakes Municipal Office 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.

22. 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.

23. Assignment

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

24. 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 subcontractors may result in the Company and/or subcontract 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 subcontractors 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 any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a subcontractor, the Company agrees that the provisions of this section will apply to the subcontract 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.

25. Laws, Regulations, Permits, Fees and Licenses

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 interpreted in accordance with the laws of the Province of Ontario.

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.

26. 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 propose 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 propose 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.

27. 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.

28. 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 the 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.

29. Quotation/Tender/Proposal Procedures

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

30. 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 omission. 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 Trent Lakes 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.

The Municipality reserves the right to accept the tender evaluated to be in the best interest of the Municipality of Trent Lakes.

Proponents are solely responsible for their own expenses in preparing a response to this Tender. If the Municipality elects to reject any or all submissions, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in making the submission, 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.

Notwithstanding and without restricting the generality of the statements above, the Municipality of Trent Lakes 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 a 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 tender's terms and conditions;
- d) When a change in the scope of work or specifications is required.

31. 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 disregards 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.

Any termination of the contract by the Municipality, as foresaid, shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality terminates the contract, it is entitled to:

- i. Take possession of all the work in progress and finish the work by whatever means the Municipality 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.

32. 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.

33. 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.

34. 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 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.

35. Conflict of Interest and Prohibited Conduct

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).

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 document.

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

Respondents must not, in relation to this document 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).

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 quotation 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 document.

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

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

36. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Municipality of Trent Lakes 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 Trent Lakes, please contact the Clerk, Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 (705-738-3800 x 219).

37. Complaints

Any complaint on the process and procedures as outlined in the Municipality's Purchasing Policy to define the procedures with respect to the procurement of goods and services by The Corporation of the Municipality of Trent Lakes shall be in writing and shall be submitted to the Chief Administrative Officer 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.

38. Accessibility

The Municipality of Trent Lakes 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 consultant/contractor, and all subcontractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

Part C – Specifications

I. Special Provisions - General

1. General

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 the 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.

2. 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 Municipal Roads and Fire Routes/Private 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 in Special Provision 38
- Careful removal and reinstallation of mail boxes, municipal address/number markings, Highway Signs and commercial and information signs within limits of roadway reconstruction. This work needs to be coordinated with Contractor's own traffic management plan. Following completion of work all existing signs need to be reinstalled in new locations as necessary for compliance with OTM and Traffic Highway Act.
- Protection of private properties.
- The Contractor shall not destroy active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulation under that Act. If active nests are encountered, the Owner's Contract Administrator must be contacted.

If active nests are encountered, the Contractor shall be responsible for removing the tree/vegetation outside nesting season at no additional cost to the Municipality. The tree removals must be coordinated to be completed outside of the nesting season, May 1st to July 31st, or a visual survey must be undertaken by an ornithologist to ascertain that there are no nests present within the nesting season.

Upon completion of the tree removals, all felled trees are to be chipped. This work must be completed outside of the nesting season, May 1st to July 31st, or a visual survey must be undertaken by an ornithologist to ascertain that there are no nests present within the nesting season.

3. Layout

OPSS MUNI 100 General Condition GC7.02 shall be followed. The Contractor shall at their own expense set all stakes necessary to properly define the location, alignment, elevation, and grade of the work to facilitate proposed construction to the satisfaction of the Municipality.

4. Supply of Water

It shall be the Contractor's responsibility to supply and apply all water required for dust control and compaction under any item of this contract including dust control through the construction zones and on all roads unless otherwise specified in the item below. There will be no additional payment for water, as required.

5. Geotechnical Investigation Report

There is no geotechnical investigation report for this project.

6. Specifications

The Ontario Provincial Standards Specifications (OPSS) form part of the Contract Documents 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 'Spec. No.' column of the PART "D" Prices documents.

7. OPS General Conditions

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

8. Warranty

For the purposes of Part "C" Specifications of the Contract Documents, the **warranty period shall be 24 months** from the date of Total Performance of the Work or such longer periods as may be specified for certain Products or Work.

9. Schedule

Work on this contract is to commence June 15, 2020. The contractor shall complete all works within sixty (60) working days of the award of this contract.

The Contractor **must** provide a Work Schedule two (2) days prior to the Pre-construction meeting. Failure to do so will result in the cancellation of the meeting.

10. 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" January 2014 or most recent edition.

The Contractor shall submit a Traffic Control Plan, for review and approval by the Municipality prior to commencing work, inclusive of a traffic convoy as per OPSS 331.06.03 for the Full Depth Reclamation with Expanded Asphalt (FDR) operation.

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 Director of Public Works. 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.

11. Contractor to Investigate

It shall be the Contractor's responsibility to thoroughly inspect the site of the proposed work, determine the location of any buried or obstructing services, and make satisfactory arrangements to remove any interference with such service with the proper jurisdictional authority. See Part "B" – Standard Terms and Conditions for additional information.

12. 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 likely to cause adverse effects shall forthwith be reported to the Spills Action Centre at 1-800-268-6060 and to the Director of Public Works. Such spills or discharges and their adverse effects shall be defined in the Environmental Protection Act R.S.O. 1990.

All spills or discharges of 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 Director of Public Works.

This reporting will not relieve the Contractor of their 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 Director of Public Works, the Contractor shall complete any clean-up of the spill as may be directed.

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

13. 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.

14. Liquidated Damages

Time shall be the essence of this Contract.

Work on this Contract is to commence June 15, 2020. The Contractor shall diligently complete their work on this Contract to completion on or before **the date identified in Part C, Section 9 - 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 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 **\$2,500.00 (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 Director of Public Works 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 Director 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.

15. Co-ordination Meetings

The Contractor shall attend such meetings as may be required by the Director of Public Works to co-ordinate services affected by the contract.

The Contractor shall provide a detailed schedule of works at the first co-ordination meeting convened by the Municipality.

16. Measurement of Payment

For purposes of this Contract, items shall be paid according to “**Measured Quantity**”.

17. Dust Control

In accordance with Section GC7 of OPSS General Conditions of Contract, the Contractor shall take such steps as may be required to prevent dust nuisance resulting from their 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.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or be a nuisance to commercial establishments or residents of the area where the work is being carried out.

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 (7) days a week.

There shall be no additional payment for dust control, as required.

18. Discrepancies and Conflicts

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

19. 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.

20. Sign and Mailbox Maintenance

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

21. Disposal and Management of Surplus or Unsuitable Material

All in accordance with OPSS 206, 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 and shall avoid any environmentally sensitive areas identified in the contract.

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 from the owner of the property upon which there is to be disposal, shall be obtained and filed with the Municipality 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 and/or the applicable Conservation Authority.

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

There shall be no additional payment for disposal and management of surplus or unsuitable material, as required.

22. Erosion and Sediment Control

The Contractor is required to install and maintain erosion and sedimentation control measures to contain sedimentation within the site as per SP38 in the Special Provisions – Tender Items. Should the Contractor allow sediment to enter downstream lands, the Contractor shall be required to undertake whatever clean-up measures are required to restore the area to its original condition.

In all areas, the Contractor shall, as a means of controlling erosion and runoff, schedule their operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

The cost associated with this item shall be **included** in various other unit prices; no separate payment will be made for this item.

23. Submitting Payment Certificates

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

II. Special Provisions – Tender Items

24. Scope of Work

24.1. Part A – From County Road 507 easterly for a distance of approximately 4 km

- Pulverize to a total depth of 150 mm, shape, grade and compact the existing road base
- Supply and place an average of 75 mm of 19 mm crusher run limestone
- Remove and replace all cross culverts
- Supply and place 50 mm HL8 hot mix asphalt and 37 mm HL3 hot mix asphalt
- Provisional item: Steel Beam Guide Rail and Steel Beam Energy Attenuating Terminal Systems
- Provisional item: Granular Sealing

24.2. Part B – From 4 km east of County Road 507 easterly for a distance of approximately 6.9 km

- Sweep and Clean the existing surface treated roadway
- Supply and install a single lift of surface treatment
- Provisional Item: Steel Beam Guide Rail and Steel Beam Energy Attenuating Terminal Systems
- Provisional item: Granular Sealing

25. Hot Mix Asphalt (HMA) – Item No.'s A 4, A 5

All in accordance with OPSS 310, 1003, 1150 and MUNI 1101, except as amended below:

25.1. Materials

The Performance Graded Asphalt Cement (PGAC) will conform to OPSS MUNI 1101, November 2016 specifications, PG 58-34. The A/C sampling and testing shall be obtained for this project according to AASHTO T 40 and the asphalt plant's health and safety plan. The asphalt plant's health and safety plan and procedure for sampling shall be reviewed in advance.

The Contractor's Mix Design for HL3 shall have a minimum asphalt cement content of 5.1% and a minimum stability of 10,000(n). The Contractor's Mix Design for HL8 shall have a minimum asphalt cement content of 4.9% and a minimum stability of 10,000(n).

The Contractor shall use a current Ministry of Transportation Ontario design mix for, HL3, and HL8, if available. If a current mix design is unavailable, the Contractor will be responsible for producing a mix design.

25.2. OPSS. MUNI 1101 Amendments: 1101.08 Quality Assurance, 1101.08.03 Sampling

Subsection 1101.08.03 of OPSS.MUNI 1101 is amended by the addition of the following:

Appendix 1101 - A & B of OPSS MUNI 1101 dated 11/2016 shall apply to this contract.

PGAC shall be sampled when notified by the Contract Administrator and in the presence of the Municipal representative. All samples shall be obtained during the production of the asphalt mix at the asphalt mix plant from the storage tank which is directly feeding the production of the asphalt mix. The QA, referee, and other required samples for possible Owner testing shall be taken at the same time.

Two (2) samples shall be taken for **Item No. A 4 – HL8 PG 58-34** (base course), and two (2) samples shall be taken for **Item No. A 5 – HL3 PG 58-34** (surface course) and shall be labelled and delivered in a condition suitable for testing, in accordance with Table 2.

It shall be the responsibility of the Contractor when using RAP as part of the base asphalt to ensure the liquid asphalt cement in the final mix complies with Table 1.

The Municipality of Trent Lakes reserves the right to complete separate testing of the A/C extracted from the HMA laid in the field as part of this contract.

25.3. Equipment and Construction Practices

A Material Transfer Vehicle (MTV) shall be used **on the surface course** paving operations for **Item No. A 4**.

The MTV device will enable the paver to operate at a uniform speed and provide a uniform head of materials flow to the auger system. The MTV will offer a surge capacity that allows trucks to unload material immediately and return to the asphalt plant. It must also provide the best assurance that the material will be delivered uniformly allowing the paver to have a constant speed resulting in pavement smoothness, texture, and density required, which is critical in pavement performance.

The Contractor shall blend the existing asphalt driveways affected by the construction into the final finished grade as directed by the Municipality. Sawcutting and step joints

shall not be paid separately and are to be included in the Contract Unit price for Item A 4. Note: This type of joint will be required at the intersection of County Road 507.

All construction joints and all milled surfaces **shall be tack coated** prior to placing the surface course HMA. The Contractor shall supply and place tack coat and shall be paid separately at the Contract Unit price under the appropriate tender item.

Per OPSS 310.06.01, pavers shall be equipped with automatic grade and slope controls for use throughout the contract and at the discretion of the Municipality.

Maintain crossfall of 2% minimum to 3% maximum.

Temporary asphalt ramping shall be provided at the limits when the partial depth removal is $\geq 40\text{mm}$.

Segregation is deemed defective and is not acceptable. Refer to OPSS 310.07.14, Surface Appearance. When any of these defects are observed, the Contractor shall take corrective action immediately. If segregation or other surface defects continue, the Municipality will issue an order to stop work until the situation is corrected and may reject the lot at the discretion of the Municipality. No payment or claims for delays shall be submitted by the Contractor. Rejection of a lot will be confirmed in detail and in writing by the Municipality.

Poor rideability resulting from surface irregularities shall be cause for immediate work stoppage. Refer to OPSS 310.07.13, Tolerances. These unacceptable areas will require rectification prior to commencement of paving operations.

If defective areas of distortion, flushing and segregation becomes evident within the warranty period, the Contractor shall remove the mix, full lane width, by cold milling, tack coating and replacing with a 40mm compacted surface lift. Prior to the surface lift of HMA, if defective areas become evident in the base course, the Contractor shall remove the mix, full lane width and replace with a 37 mm compacted base lift. No payment or claims related to HMA replacement shall be submitted by the Contractor.

25.4. Coordination of Quality Control/Quality Assurance Laboratories

A minimum of ten (10) business days prior to commencement of the paving operations, the Contractor shall confirm in writing to the Municipality that the Contractor's quality control laboratory and testing program has been satisfactorily coordinated with the Municipality of Trent Lakes' representative quality assurance laboratory and testing program for all QC/QA testing and reporting, at no extra cost to the Municipality. The Municipality, at any time during the performance of this contract and at no extra cost to the Municipality, may request additional laboratory coordination if it is determined by the Municipality that QC/QA results are inconsistent. The Municipality's quality assurance laboratory for this contract has yet to be determined.

25.5. Quality Control (QC)

The Contractor shall conduct Quality Control (QC) testing as per OPSS 310.07.

The Contractor shall provide the results in writing, on site, to the Municipality within 48 hours of placement of the HMA.

Samples shall be taken under the direction and presence of the Municipality.

The Contractor shall take a **minimum of two (2) sample sets per day** of the HMA. An A.M. (approx. 10:00 a.m.) sample set and a P.M. (approx. 2:00 p.m.) sample set, but not exclusively to those times. A sample set shall consist of three (3) samples. The distribution of the three (3) samples obtained shall be; one (1) sample for the Municipality, one (1) sample for the Contractor and one (1) sample as a referee. Timing will be to the satisfaction of the Municipality. The samples are to be provided to the Municipality by the Contractor, on site. The Municipality shall receive and store the referee sample.

25.6. Testing

Test results required are in accordance with OPSS 310.08. Both QC and QA sample sets shall be taken at the same location/load.

Where the asphalt test results fail to meet the requirements of OPSS 310, table 7 and 8 or the asphalt compaction results fail to meet the requirements of OPSS 310, table 9, the Contractor shall conduct remedial action per OPSS 310.

Where two (2) consecutive borderline results on a given mix are obtained through QC testing, the Contractor shall immediately and verbally advise the Municipality and shall follow up in writing within five (5) working days, giving an indication of the corrective action required to be taken by the Contractor.

Three (3) borderline QC results are deemed unacceptable and the lot will be rejected by the Municipality.

25.7. Quality Assurance (QA)

Quality Assurance (QA) testing shall be conducted for the Municipality as per OPSS 310.08. The frequency shall be the same as the QC testing, but not limited to those times.

Where there is a difference between QC and QA results, the Municipality will utilize QA results for acceptance purposes per OPSS.

Where two (2) consecutive borderline results on a given mix are obtained through QA testing, the Municipality shall immediately and verbally advise the Contractor and shall follow up in writing within five (5) working days, giving an indication of the corrective action required to be taken by the Contractor.

Compaction tests shall be performed by the Contractor, as per OPSS 310.08.04.02. Refer to OPSS 310.08.04.01, table 10. Rollers shall operate consistently, establishing rolling patterns to achieve the minimum per cent compaction as specified in table 10. The results may be given verbally with written results provided within 48 hours.

Note: On a daily basis, quantity sheets for all the materials used (including A/C) shall be provided to the Municipality.

25.8. Measurement for Payment

Measurement and basis for payment shall be by the tonne at the Tender Unit Price tendered and shall be full compensation for labour, equipment and materials to supply, haul, place, and compact the asphalt.

The Municipality of Trent Lakes will adjust the payment to the Contractor based on changes to the Ministry of Transportation's (MTO) performance graded asphalt cement price index. **The Municipality will not allow the Contractor to opt out of the A/C adjustment clause.**

26. Granular 'A' - Item No. A 2

All in accordance with OPSS 314, 501 and MUNI 1010 except as amended below:

26.1. On Roadway / Restore Cross Section

Compaction of granulars shall be in accordance with OPSS 501. The Contractor shall undertake quality control testing for compaction as per OPSS 501. The minimum frequency of compaction testing shall **be one (1) test per 500 metres** for each lift of material, or as directed by the Municipality. Written proof of the compaction (test results) shall be provided to the Contract Administrator prior to subsequent lifts of material being placed.

The Municipality may require additional Granular 'A' under this item to improve the road profile and ensure proper granular base, restoring the cross section and altering vertical profiles of the existing road, prior to paving. The work consists of overlaying, placing, shaping, mixing, profiling and compacting the road with a compacted layer to the specified depth of Granular 'A'.

Final locations of the additional Granular 'A' shall be at the direction of the Municipality.

26.2. On Shoulder

This work consists of placing, shaping, mixing, profiling and compacting Granular 'A' on the shoulders inclusive of preparation of shoulders for paving and grading to edge of asphalt to a width specified by the Contract Administrator. The Contractor shall assure that the new asphalt surface is sufficiently cured before the shouldering operation proceeds to avoid damage. The new driving surface shall be swept during the shouldering operation to remove any loose stone from the asphalt surface.

The final shoulders will require granular added to provide a compacted maximum crossfall of 5% and no grade differential with the edge of pavement.

Measurement for payment is based on the final actual measured quantity supplied per OPSS 314, all inclusive of pre-shouldering and final shouldering, all in accordance with the unit price bid for all items in the Form of Tender.

Shoulder edges shall be graded and ramped to meet the edge of new recycled or asphalt surfaces within one (1) day of paving unless otherwise specified by the Contract Administrator.

26.3. Equipment and Construction Practices

It is the intention of the Municipality that the contractor, when fine grading the total road platform shall leave a windrow of material adequate for use of constructing the shoulders of the road. As the road is paved, or upon the completion of the asphalt paving operation, the windrow shall be raked and/or graded to the final shoulder profile.

26.4. Testing

Prior to delivery on-site, the material shall be tested at the source. The Contractor must provide the Municipality with test results indicating that the material to be supplied conforms to OPSS MUNI 1010. The testing must be performed by a Certified Laboratory.

Compaction testing as per OPSS 501.08.02 (QA) and 501.07.04.02 (QC) and shall be deemed to be included in this item. There will be no additional payment for compaction, as required.

*The costs associated with the visual subgrade evaluation shall be borne by the Municipality.

***The costs associated with the compaction testing shall be borne by the Contractor.**

26.5. Measurement for Payment

Measurement for payment of this Tender Item shall be made by the tonne, weighed on scales supplied by the Contractor including weigh person, where a commercial source is not used.

Payment under this item shall be full compensation for supplying, loading, placing, spreading, shaping, watering, and compacting this material at the Tender Unit Price.

27. Traffic Control – Item No.'s A 8, B 4

All in accordance with OPSS.MUNI 706, Nov.2010, except as amended below:

Traffic control and temporary traffic control, flags persons, traffic controllers (pilot vehicle if required), signage and flagging shall be provided by the Contractor in accordance with the Ontario Traffic Manual, Book 7, January 2014 or the most recent.

The Contractor shall be responsible for maintaining existing traffic and street signs during construction and shall supply, erect and maintain all signs, of the Contract including supplying properly trained and properly attired flag personnel.

The Contractor shall be responsible for preparing a Traffic Protection Plan, to comply with the Ministry of Transportation Temporary Conditions Manual – Book 7. The Contractor shall submit copies of traffic control plans to the Municipality. One lane of traffic must be maintained at all times during the working day with the roadway opened to two lanes of traffic at night. The use of a pilot vehicle to direct traffic through the job site, if required, shall be at the approval of the Municipality.

In the event of failure of traffic control and temporary traffic control measures, the Municipality shall notify the Contractor of the location and scope of the failure. Upon receipt of notification of failure of traffic control and temporary traffic control measures, the Contractor shall restore conditions within 24 hours of notifications, all to the satisfaction of the Municipality.

Measurement for payment is based on OPSS 706, all in accordance with the unit price bid for all items in the Form of Tender.

28. Granular Sealing – Item No.'s A 7 (PROV.) Na B 3 (PROV.)

All in accordance with OPSS 305, except as amended below:

The use of TOP emulsion shall not be used. Application rates shall be as per OPSS 305.07.03.

Immediately prior to the application, the Granular 'A' material to be sealed shall be uniformly dampened with water to allow maximum penetration of the treatment.

Final locations of the granular sealing shall be at the direction of the Municipality.

Measurement for payment of this Tender Item shall be made by the area in square metres.

Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

29. Pulverization – Item No. A 1

All in accordance with OPSS 206, 301, 314, 330 and 501 except as amended below:

The Contractor will be required to pulverize the existing surface treatment, asphalt, RAP and granular area, including tapers, radii, widenings, shoulder, etc. to a total depth of 150mm, shape, grade and compact in accordance with OPSS 301 and OPSS 330.

On Beaver Lake Road, the area to be pulverized is approximately 8.5 m wide. The existing surface treatment has an average depth of approximately 25mm.

The reclaimed material shall be placed in such a manner so as to minimize any segregation and the compacted surface of the mix shall be in accordance with the surface tolerances of OPSS 301. This may require modifications or specially adapted equipment to complete the work. The finished reclaimed mix shall be compacted to a minimum of 96% of the laboratory compacted density or as noted in the laboratory prepared mix design. The Contractor shall provide details on methods of compaction to be utilized. The processing shall be carried out so that all material passes the 26.5mm sieve and not more than 65% passes the 4.75mm sieve.

The compacted mix shall be smooth and true to the established crown and grade. The Contractor is to confirm the crossfall of reclaimed area to the Municipality. All deficient areas shall be reprofiled to meet the specified surface tolerance, all at the Contractor's expense. The grade and slope of the finished reclaimed mix shall meet tolerances as per OPSS 314 specifications for Granular 'A'.

Completed horizontal and vertical profile must be uniform and consistent all in accordance with OPSS 301.

Measurement for payment is based on the actual area pulverizes in square metres per OPSS 330.09.

Payment under this item shall be full compensation for labour, equipment and material to do the work at the Tender Unit Price.

30. Remove and Replace CSP Cross Culverts with BOSS HDPE pipe – Item No. A3

All in accordance with OPSS 421, except as amended below:

Bedding and cover shall conform to OPSD 802.030 to OPSD 802.032. Granular 'A' shall be used for the bedding and cover. Backfill material shall be Granular 'B' Type I or Native material acceptable by the Municipality. The granulars used for the installation of the culverts shall be included in the unit price per metre.

Should wet conditions be encountered:

- Dewatering, environmental protection, temporary erosion and sediment control for the culvert replacement shall be included in the unit price of the culvert.
- 19mm clearstone shall be utilized as bedding material at no additional cost to the owner.

The Contractor is advised that all culverts will be field set to ensure that positive drainage is achieved and existing drainage outlets are maintained.

All culverts shall be BOSS HDPE 2000 dual-wall corrugated HDPE drainage pipe with a smooth inner wall.

Any surplus or unacceptable material and debris generated under this item shall be disposed of offsite, by an approved location provided by the Contractor at their expense.

The per metre unit price tendered shall include all costs for labour, material and equipment to remove and dispose of the existing culvert, including all unsuitable materials and debris and install the new culvert.

Note: All costs for necessary environmental protection, including silt fencing, light duty straw bale barriers, etc., shall be included in this item.

31. Contingency – Cost Summary Table (P. 47)

Payment under this item is for any unforeseen Municipality of Trent Lakes works that may arise during construction. Work is to be undertaken only with prior approval of the Contract Administrator.

32. Remove and Dispose – Steel Beam Guide Rail – Item No. A 6

All in accordance with OPSS.MUNI 510, 721, 1504, 1505, except as amended below:

The existing Steel Beam Guide Rail and its components, are to be removed and disposed of.

The Contractor shall ensure the existing guide rail system or an approved barrier system shall remain in place at all times for the duration of the Contract at all locations where either an existing rail is located or a proposed rail is to be installed. If temporary concrete barrier is utilized, it shall be designed and installed in conformance with the Roadside Design Manual and a design speed of 80km/h. In all other areas of the Contract, unless directed otherwise by the Contract Administrator, the Contractor shall schedule their operations such that any guide rail system that is removed, adjacent to a general grading area, shall be replaced with at least the posts for its respective new installation and marked with TC-54;s spaced at a maximum 4.1m interval within the same working day.

Payment at the Contract unit price for the above items shall be full compensation for all labour, equipment, and material required to do the work.

Measurement for payment shall be per linear meter of steel beam guide rail removed and disposed of.

33. Steel Beam Guide Rail – Items No. A 6, B 2 (PROV)

All in accordance with OPSS 721 and OPSD 912.130.

Payment at the Contract unit price shall be full compensation for labour, equipment, and material required to do the work.

Payment will be by measured linear metres in the field.

34. Steel Beam Guide Rail Energy Attenuating System – Items No. A 6, B 2 (PROV)

All in accordance with OPSS 732 and OPSD 922.532.

Payment at the Contract unit price shall be full compensation for labour, equipment, and material required to do the work.

Measurement for payment shall be by the linear metre.

35. Surface Treatment – Item B 1

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 washed 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 seven (7) Business Days prior to commencing work. The Contractor is also responsible for providing the Municipality with compatibility tests seven (7) Business Days prior to commencing work according to OPSS 1153 for the emulsion with the Class 3 and washed Class 6 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.

The Municipality shall be completing preparatory works on these roads with alternative resources and are outside of the scope of this contract, which are required to be completed prior to mobilizing to these sites to complete the surface treatment. No additional payment shall be claimed for delays associated with the completion of these works prior to mobilization.

Tender for the Rehabilitation of Beaver Lake Road

Part C

Specifications

Payment will be by kilogram of asphalt emulsion. The supply and application of 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 Corporation of the Municipality of Trent Lakes

760 County Road 36

Trent Lakes, ON K0M 1A0

Tender #: T-03-2020

Tender for the Rehabilitation of Beaver Lake Road

Documents to be enclosed with this Bid Form:

Part C

Specifications

Part D

Bidders Information Form

Declaration of Accessibility Compliance

Schedule of Items & Prices

Declaration

Bidders Information Form

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

Company Name:

Main Contact:

Address:

Office Phone #:

Toll Free #:

Fax #:

Email Address:

H.S.T. Account #:

Acknowledgement To Receipt of Addenda

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

Addendum #

Date Received

Check here if No Addenda received

Name

Signature

Date

Declaration of Accessibility Compliance

Company Name:

Main Contact:

Title:

Date:

I/we acknowledge that as a Contractor/Consultant of the Municipality of Trent Lakes 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 subcontractors hired by us in completion of our work will also comply with the above Standards.

Schedule of Items & Prices
(All unit prices are not to include HST)

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 Proposal for the following prices.

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

**All prices shown here are in Canadian Currency*

Part A: From County Road 507 easterly for a distance of approximately 4 km						
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total
A.1	206, 301, 314, 330, 501 SP29	Pulverization (150mm)	m ²	34,000	\$ _____	\$ _____
A.2	314, 501, 1010 SP26	Granular "A" Restore cross section	t	5,500	\$ _____	\$ _____
A.3	421 SP30	Remove CSP cross culverts and replace with BOSS 2000 HDPE Pipe				
		900 mm	12	m	\$ _____	\$ _____
		400 mm	12	m	\$ _____	\$ _____
		750 mm	12	m	\$ _____	\$ _____
		600 mm	12	m	\$ _____	\$ _____
		400 mm	12	m	\$ _____	\$ _____
		900 mm	12	m	\$ _____	\$ _____

Part A: From County Road 507 easterly for a distance of approximately 4 km						
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total
A.4	310, 1003, 1150, MUNI 1101, SP25	Hot Mix – Base Course HL8 PG 58-34 50 mm	t	3,400	\$ _____	\$ _____
A.5	310, 1003, 1150, MUNI 1101, SP25	Hot Mix – Surface Course HL3 PG 58-34 37.5 mm	t	3,000	\$ _____	\$ _____
A.6	PROV 721, 732 SP32, SP33, SP34	Steel Beam Guide Rail (OPSD 912.130) Removal	m	120	\$ _____	\$ _____
		Steel Beam Guide Rail (OPSD 912.130)	m	568	\$ _____	\$ _____
		Steel Beam Energy Attenuating Terminal System (OPSD 922.532) total length 5.61 m)	ea	12	\$ _____	\$ _____
		Steel Beam Guiderail Transition to Structure including Parapet Wall Overlap, (OPSD 912.43) (total length 5.61 m)	ea	8	\$ _____	\$ _____

Part A: From County Road 507 easterly for a distance of approximately 4 km						
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total
A.7	PROV 305 SP28	Granular Sealing	m ²	880	\$ _____	\$ _____
A.8	MUNI 706 SP27	Traffic Control	LS	1	\$ _____	\$ _____
Total Part A (excluding HST)						\$ _____

Part B: From 4 km east of County Road 507 easterly for a distance of approximately 6.9 km						
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total
B.1	304, 1006, 1103, SP35	Single Surface Treatment (7m wide over existing surface treatment with HP 200 P Polymer Modified Asphalt Emulsion with washed Class 6 aggregate	kg	86,300	\$ _____	\$ _____

Part B: From 4 km east of County Road 507 easterly for a distance of approximately 6.9 km						
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total
B.2	PROV 721, 732 SP32, SP33, SP34	Steel Beam Guide Rail (OPSD 912.130)	m	150	\$ _____	\$ _____
		Steel Beam Guide Rail (OPSD 912.130)				
		Steel Beam Energy Attenuating Terminal System (OPSD 922.532) total length 5.61 m)	ea	6	\$ _____	\$ _____
B.3	PROV 305 SP 28	Granular Sealing	m ²	368	\$ _____	\$ _____
B.4	MUNI 706 SP27	Traffic Control	LS	1	\$ _____	\$ _____
Total Part B (excluding HST)						\$ _____

Tender for the Rehabilitation of Beaver Lake Road

Part D

Bid Form

Total Part A	\$
Total Part B	\$
Subtotal	\$
HST	\$
Contingency	\$ 50,000
Total	\$

H.S.T. Registration # _____

Declaration

To The Corporation of the Municipality of Trent Lakes, 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 a formal contract in triplicate, if required, 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, 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 he/she is 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

(Town/City)

of

this

day of

2020