



**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR TENDER**

TENDER # 2018-EDW-47

SIDEWALK CONSTRUCTION MAINTENANCE / CURB and GUTTER REPAIRS

USE BLUE OR BLACK INK TO COMPLETE

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

CLOSING DATE July 31, 2018 AT 2:00:00 P.M. LOCAL TIME

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Bidders: Mandatory Requirements:

Bidders who have downloaded this document are required to register with The Corporation of the County of Prince Edward Purchasing Clerk, prior to tender submission, failure to register with the Purchasing Clerk will result in your tender being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2018-EDW-47

DEFINITIONS AND INTERPRETATIONS

1. Purchasing By-Law / Definitions:

TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law, including definitions and Procedures (copy available upon request). By submitting a TENDER each BIDDER agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this TENDER. Copies are available by visiting the County's web-site:

www.thecounty.ca/county-government/departments/purchasing/

No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

2. Interpretation: The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this Tender, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this TENDER denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO BIDDERS

1) CONTRACT/ INTENT

The intent of this TENDER is to secure a qualified CONTRACTOR to undertake **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** for The Corporation of the County of Prince Edward, in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a SERVICE CONTRACT as a result of the issuance of this TENDER. The contractor is responsible for visiting the sites and viewing the proposed work.

2) TENDER DELIVERY & OPENING

TENDERS made on the forms provided must be submitted in a sealed package, clearly marked and must be submitted to the following address to the attention of the following department **prior to 2:00:00 p.m., Local Time, July 31, 2018** (the “deadline for submission”). TENDERS must be time-stamped at the location listed below to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission. The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Picton Main Street, 2nd Floor
Picton, ON, K0K 2T0

BIDDERS shall submit one document marked “original” and one (1) additional copy.

In the event that the TENDER is too large for an envelope, the TENDER shall be **sealed** in a carton clearly marked with the CONTRACT number and description.

Note: Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.

The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.

TENDERS will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 2nd Floor, Picton, ON, and BIDDERS are invited to attend.

The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

4) TENDER SUBMISSION

Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.

When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete TENDER being rejected.

If a TENDER does not conform in every detail with the Terms of Reference – Specifications/Deliverables attached to this TENDER as Part C, the BIDDER is required to explain the deviation in the TENDER.

All TENDERS must be made upon the Form of TENDER/Agreement to Contract attached to this TENDER as Part D.

The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.

TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.

None of the conditions contained on the BIDDER'S standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.

Any erasures or corrections to a TENDER must be initialled or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.

5) INQUIRY

All inquiries regarding this TENDER shall be directed, in writing, to the attention of Patti White, Purchasing Clerk, Purchasing Department, via fax at: (613)476-7622, or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.

Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.

Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. July 24, 2018 to enable the County to prepare an addendum (if any). Questions received after July 24, 2018 may not be acknowledged nor answered.

If during the period prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.

BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.

No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.

Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.

All references to BIDDER include all staff from the proposing organization as well as all CONTRACTORS and SUB-CONTRACTORS that the proposing organization may hire to supply the SERVICES, MATERIALS AND EQUIPMENT.

6) TENDER CONTENT

TENDERS will be deemed complete if they include:

- a) A completed and executed Form of TENDER - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- b) Reference list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references of a similar size and nature, including contact names and telephone numbers.
- c) List of sub-contractors to be utilized.
- d) Bid Deposit
- e) If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.

7) TENDER EVALUATION

TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

- a) TENDER quality: including organization, clarity, completeness, content and presentation;
- b) BIDDER experience in similar or related projects as well as their experience with government bodies. Information shall include all items outlined in Part C;
- c) The cost effectiveness of each TENDER will be based upon the information supplied in Part C of the TENDER.

8) ACCEPTANCE OF TERMS

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

9) REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the TENDER by The Corporation of the County of Prince Edward, the Bidder is required to submit the following documentation in a form satisfactory to The Corporation of the County of Prince Edward for execution within ten (10) days after being notified in writing to do so by The Corporation of the County of Prince Edward:

- a) Certificate of Clearance from Workers Compensation Board;
- b) Evidence of General Liability, automobile, equipment, public liability and property damage insurance.
- c) Health and Safety Forms

The Corporation of the County of Prince Edward has the right to accept a TENDER and waive what it considers to be minor deviances from the mandatory requirements and acceptable format.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

- a) The intent of this TENDER is to secure a QUALIFIED CONTRACTOR in order to do **Sidewalk Construction Maintenance/ Curb & Gutter Repairs** for the County of Prince Edward. This area includes approximately sq. metres of sidewalks, and linier metres curb & gutter.
- b) THE MUNICIPALITY reserves the right to choose more than one CONTRACTOR.
- c) The intent of the CONTRACT is that the CONTRACTOR shall provide Sidewalk Construction complete and suitable for the MUNICIPALITY'S intended use.
- d) The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.
- e) Unit prices shall be inclusive of all costs as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

2) ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the CONTRACTOR to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The Service Contract;
 - ii) the TENDER;
 - iii) And the CONTRACTOR'S TENDER.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is discrepancies between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in Part A of this TENDER.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, 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.**
- f) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

- g) All TENDERS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- h) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
- j) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
- k) The Owner reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the County reserves the right to consider, some or all of the following factors:
 - (1) The general reputation of the CONTRACTOR;
 - (2) Any prior experience the County has had with the CONTRACTOR;
 - (3) The financial status and strength of the CONTRACTOR;
 - (4) the previous experience of the CONTRACTOR in this area;
 - (5) any previous experience between the CONTRACTOR and other municipality's;
 - (6) the proposed schedule of the CONTRACTOR;
 - (7) the Owner's determination of the ability of the CONTRACTOR to deliver the work to quality and standards required and within the time frames and in the quantities;
 - (8) Any other factors that the Owner believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction of the Owner.
- L) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every CONTRACTOR, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this contract.

3) BIDDER ELIGIBILITY

BIDDERS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:

- i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
- ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or

- iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;
- iv. Evidence of sufficient general liability and up-to-date clearance issued by the W.S.I.B. (Workers Safety Insurance Board).

The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.

This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

4) ASSIGNMENT

- a) The CONTRACTOR shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the BIDDER will be an independent CONTRACTOR and that all services will be performed by the employees or agents of the CONTRACTOR. Sub-contracting agreements made by the CONTRACTOR will not release the CONTRACTOR from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium TENDERS must have one prime CONTRACTOR who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the CONTRACTOR'S partners, SUB-CONTRACTOR or SUPPLIERS in the event the prime CONTRACTOR defaults on its responsibilities. The prime CONTRACTOR must communicate such to its partners, SUB-CONTRACTORS and SUPPLIERS. The prime CONTRACTOR must also provide the MUNICIPALITY with a written statement outlining function components that the sub-CONTRACTOR(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-CONTRACTORS.

5) INDEMNIFICATION

- a) The CONTRACTOR agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the CONTRACTOR also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the CONTRACTOR'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES, MATERIALS AND EQUIPMENT to be performed or rendered by the CONTRACTOR, pursuant to the CONTRACT.
- b) The CONTRACTOR shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES, EQUIPMENT, MATERIAL (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the CONTRACTOR and its SUB-CONTRACTORS (if any), and includes Corporate Officers.
- b) The CONTRACTOR agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the CONTRACTOR in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the CONTRACTOR will ensure that the worker in

question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

7) PROJECT SITE WORKING CONDITIONS

It is the BIDDER'S responsibility to investigate the sites and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

8) PATENTS AND COPYRIGHTS

- a) The CONTRACTOR shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES, EQUIPMENT, MATERIAL (or any part of it) 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 lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The CONTRACTOR shall pay all royalties and patent license fees required for the EQUIPMENT, MATERIAL.
- c) If the SERVICES, EQUIPMENT, MATERIAL (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the CONTRACTOR shall either secure for the MUNICIPALITY the right to continue using the SERVICES, EQUIPMENT, MATERIAL or shall, at the CONTRACTOR'S sole expense, replace the infringing SERVICES, EQUIPMENT, MATERIAL with non-infringing SERVICES, EQUIPMENT, MATERIAL or modify it so that the SERVICES, EQUIPMENT, MATERIAL no longer infringes.

9) ERRORS AND OMISSIONS OF THE CONTRACTOR

Errors, mistakes, or omissions made by the CONTRACTOR, its agents, employees, or workmen shall be rectified by the CONTRACTOR at its sole expense.

10) QUANTITIES

- a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

11) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this TENDER as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the MATERIAL provided or SERVICES performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the MATERIAL or completion of the SERVICES, as the case may be.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the CONTRACTOR from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the CONTRACTOR of the final payment shall constitute a waiver of claims by the CONTRACTOR against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the CONTRACTOR any amount sufficient to remedy any defect or deficiency in the SIDEWALK

CONSTRUCTION, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the CONTRACTOR resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

12) UNPAID ACCOUNTS

The CONTRACTOR must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES, EQUIPMENT AND/OR MATERIALS and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the EQUIPMENT AND MATERIAL in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

13) CHANGES IN THE SERVICES, MATERIALS AND EQUIPMENT

The MUNICIPALITY may, without invalidating the CONTRACT, direct the CONTRACTOR to make changes to the SERVICES, MATERIALS AND EQUIPMENT. When a change causes an increase or decrease in the SERVICES, MATERIALS AND EQUIPMENT, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and CONTRACTOR. All changes must be in writing.

14) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance of the CONTRACT, including the level of quality of SERVICES; MATERIALS AND EQUIPMENT provided and further reserves the right to cancel any or all of the CONTRACT if the CONTRACTOR fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the CONTRACTOR fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any BIDDER for breach of the terms and conditions of this TENDER or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated CONTRACTOR as the Bidder or BIDDER on future QUOTATIONS, TENDERS or REQUEST FOR PROPOSALS or as a sub-trade to a Bidder or BIDDER on future competitions (QUOTATIONS, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified CONTRACTORS in any future quotation, TENDER or requests for TENDER.

15) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the TENDER. No claims for EXTRA SERVICES, EXTRA EQUIPMENT, OR EXTRA MATERIALS will be entertained and any additional SERVICES, MATERIALS AND EQUIPMENT must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, MATERIALS AND EQUIPMENT, prior to delivery or completion of the SERVICES, MATERIALS AND EQUIPMENT, the appropriate increase or decrease in the price of the SERVICES, MATERIALS AND EQUIPMENT, shall be made to compensate for the change as of the effective date.

- c) The CONTRACTOR shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the EQUIPMENT, MATERIAL or SERVICES save and except the Harmonized Sales Tax. All applicable HST tax is to be included in the total price and detailed where requested.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

16) DISCLOSURE

- a) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- b) Release of information contained in the TENDER may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.
- c) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- d) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

17) WITHDRAWAL OR QUALIFYING OF TENDERS

- a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.
- b) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.
- d) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

18) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES, MATERIALS AND EQUIPMENT or part of them. In the event of such cancellation, the MUNICIPALITY and the CONTRACTOR shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the CONTRACTOR for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the CONTRACTOR fails or

neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

19) LAWS AND REGULATIONS

The CONTRACTOR shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The CONTRACTOR shall be responsible for ensuring similar compliance by its CONTRACTORS and SUB-CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

20) DEFAULT BY CONTRACTOR

- a) If the CONTRACTOR: 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 CONTRACTOR 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 CONTRACTOR: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES, MATERIALS AND EQUIPMENT; or fails to prosecute the SERVICES, MATERIALS AND EQUIPMENT with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES, MATERIALS AND EQUIPMENT; 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 days from the date of written notice to the CONTRACTOR, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the CONTRACTOR until the completion of the EQUIPMENT, MATERIAL or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the CONTRACTOR any loss, damage and expense incurred by the MUNICIPALITY by reason of the CONTRACTOR'S default (which may be deducted from any monies due or becoming due to the CONTRACTOR).

21) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the CONTRACT.
- b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other CONTRACTOR, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the TENDER are in all respects true.
- e) I/We further declare that I/We have examined the locality, specifications and site(s) of the proposed ROADSIDE GRASS CUTTING Tender Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT.

- f) I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this TENDER.
- g) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the TENDER closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

22) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

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

23) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

(i) Workplace Safety & Insurance Board

- a) The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) Clearance certificates should be renewed every ninety (90) days during the term of the Contract.
- c) If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work.

(ii) General Liability Insurance

Prior to commencement of work the CONTRACTOR must provide proof of **\$2,000,000** General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. The Corporation of the County of Prince Edward must be shown as additional insured on the policy.

24) BID DEPOSIT

SUPPLIER/CONTRACTORS shall submit with the Tender a Bid Deposit in the form of a Certified Cheque, money order, bid bond or certified Letter of Credit made payable to the Corporation of the County of Prince Edward. The Corporation of the County of Prince Edward reserves the right to retain the number of Bid Deposits it deems necessary until the Contract award is made.

The proceeds of the bid deposit shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to The Corporation of the County of Prince Edward if the Successful Contractor fails to execute this contract with the Corporation of the County of Prince Edward.

Once the contract has been finalized the bid deposits of the unsuccessful bidders will be returned.

The bid deposit of the successful bidder will be retained by the County for the duration of the contract. If any time during the duration of the contract, the successful bidder is not able to commence with the Sidewalk Construction as specified in this contract, or as mutually agreed in

writing between the parties, the County of Prince Edward shall use this deposit to defray any costs that may be incurred by the County as a consequence of the successful bidder's inability to commence operations as specified.

(a) The Tender must be accompanied by a certified cheque to be used as a Bid Deposit in accordance with the following:

<u>Total Amount of Bid</u>	<u>Minimum Cheque Required</u>
\$ 50,000 or less	\$ 1,000.00
\$ 50,001 to \$ 99,999.99	\$ 5,000.00
\$ 100,000 to \$ 249,999.99	\$ 10,000.00
\$ 250,000 to \$ 499,999.99	\$ 25,000.00
\$ 500,000 to \$ 999,999.99	\$ 50,000.00
\$ 1,000,000 and over	10 % of bid to maximum of \$ 100,000.00

25) ACCESSIBILITY

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations. As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH TENDER

General Information to Bidders

A. General

This tender is for **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** for the Corporation of the County of Prince Edward and for other organizations as the County of Prince Edward so directs. All invoices will be sent to **332 Picton Main Street, Picton Ontario, K0K 2T0, Engineering, Development and Works Department.**

The work specified in this Contract will be performed at the locations specified, or otherwise, as required in strict accordance with the enclosed Provisions, Specifications and Conditions.

If the Contractor fails to perform the work or fails to perform it to the satisfaction of the Corporation of the County of Prince Edward or fails to comply with any of the conditions specified in the agreement, the Contractor shall be liable for any loss or damage suffered by the Corporation of the County of Prince Edward as a result of the default and the Corporation of the County of Prince Edward may deduct the amount of its damage from any monies or to become due to the Contractor from any source whatsoever.

The Contractor will be responsible for payment of the wages of any operator(s) hired, and, when required, shall furnish evidence to The Corporation of the County of Prince Edward that these wages have been paid in full. If the contractor fails to do so, The Corporation of the County of Prince Edward shall have the right to withhold payment for such sum or sums of money due the Contractor that would be sufficient to cover any default.

The Contractor shall comply with the Occupational Health and Safety Act and Regulations and will be responsible for the compliance of any employees while working under the terms of this agreement.

All equipment must be provided by the successful bidder(s), and the equipment provided must be suitable for varying site conditions.

SCOPE OF WORK

This written tender is for the construction of new curb and sidewalk for the County of Prince Edward. The unit price bids shall include all costs including men, equipment, and materials associated with the removal and disposal of old curb and sidewalk, and the construction of new curb and sidewalks, as specified.

SPECIFICATIONS:

- 1) For sidewalk removal, saw cutting of concrete may be required. Contractor can dispose of old curb and sidewalk at our County Pit located at 470 Ridge Road, as directed by County of Prince Edward supervisor.
- 2) The Contractor is responsible for utility locates for each work location.
- 3) New sidewalk thickness shall be minimum 125 mm, except adjacent to curbs and in driveways where thickness shall be minimum 150 mm.
- 4) Unit price bids to include supply, placement, and compaction of any granular needed for minimum 150 mm sidewalk or curb sub base.
- 5) Concrete shall conform to O.P.S.S. 1350 and the following specifications:

Class of Concrete	32 MPa at 28 days
Course Aggregate	19 mm nominal maximum size
Air Content	7% ±1% measured prior to Placement
Maximum Slump	70 mm ±20 mm

- 6) Work performed in this contract will be in strict accordance with **OPSS 351 (Nov. 2015)** for Sidewalks, **OPSS.MUNI 353 (Nov. 2016)** for Curb and Gutter, **OPSS.MUNI 904 (Apr. 2012)**, **OPSS.MUNI 1002 (Nov. 2013)**, **OPSS.MUNI 1350 (Nov. 2017)**, and the related documents referred to in each specification, including but not limited to **OPSS 206, OPSS 314, OPSS 501, OPSS 919, OPSS 1010, OPSS 1308, and OPSS 1315**. Works performed in the contract shall be in strict accordance with all OPSD documents, including but not limited to: **OPSD 310.010 (Nov. 2015)**, **OPSD 310.020 (Nov. 2015)**, **OPSD 310.033 (Nov. 2015)**, **OPSD 310.039 (Nov. 2015)**, and **OPSD 310.050 (Nov. 2015)**.
- 7) The unit price bids shall include all traffic control in accordance with Ontario Traffic Manual, Book 7.
- 8) Any alignment or elevation changes that are needed are to be approved by County of Prince Edward supervisor or designate.
- 9) No sidewalk is to be poured without prior consultation with County of Prince Edward supervisor or designate.
- 10) All grass / sod materials, interlocking pavers, etc. to be backfilled/ replaced immediately after forms are removed.
- 11) Where ever possible, existing asphalt boulevards, and driveways, can be used as forms for sidewalk / curbs. Areas where asphalt removal is necessary will be backfilled to existing grade with 17mm (5/8s) crushed stone.
- 12) Provisional work items shall include asphalt boulevards and driveways be reinstated to match existing in their entirety, including but not limited to works involving: interlocking brick, asphalt (reinstated at same depth as existing surface with hot mix asphalt), compacted granular and complete restoration of any other driveway surface.
- 13) Provisional work items which require removal of soil instead of concrete or asphalt, or in addition to existing concrete or asphalt, shall have the soil separated from concrete or asphalt for disposal. Dumpsite for soil shall be at a County Landfill site and arranged with County Staff a minimum of 24 hours before dumping will be required.
- 14) The County of Prince Edward reserves the right to increase or decrease quantities.
- 15) **All work in this TENDER must be completed by September 21, 2018**
- 16) The successful contractor shall at all times provide adequate protection for the work zone and public. He shall always consider the well-being and convenience of the public.
- 17) The quoted unit price will apply to any additional concrete work that may be added in 2018 by Prince Edward County Engineering, Development, and Works Department.

2018 Sidewalk Construction Maintenance / Curb & Gutter Repairs

PICTON				
Street Name	Location	Notes	Civic #	Metres SQ
Lake Street	James & Mary	1 Panel	27	2.25
Lake Street	James & Mary	1 panel	21	1.8
Lake Street	Mary & Main Street	1 Panel	1	1.8
Spring Street	James & Mary	2 Panels	113	4.6
Spring Street	James & Mary	1 Panel	113	2.4
Spring Street	James & Mary	1 Panel	113	2.25
Spring Street	James & Mary	1 Panel	113	2.25
Ontario Street	Ontario street	1 Panel	2	2.1
Ontario Street	Ontario Street	Driveway	9	2.3
Ontario Street	Ontario Street	2 Panels	38	3.4
Prospect Ave	Prospect Ave	1 Panel	10	4.1
Prospect Ave	Prospect Ave	1 Panel	20.5	2

King Street	King Street	1 Panel	67	2.1
King Street	King Street	2 Panels	57	4.3
Paul Street	Paul Street	3 Panels	57	5.4
Paul Street	Paul Street	5 Panels	7	9.4
Jane Street	Jane Street	2 Panels	9	3.4
Hill Street	Hill Street	2 Panels	25	3.9
Main Street	Main Street	2 Panels	115	5
Mary Street	Mary Street	2 Panels	45	3.9
Mary Street	Mary Street	1 Panel	65	1.8
York Street	York Street	4 Panels	51	7.6
Union Street	Union Street	3 Panels	29	11.3
Portland Street	Portland Street	3 Panels	13	4.5
Picton Totals				93.85

BLOOMFIELD

Street Name	Location	Notes	Civic #	SQ METRES
Main Street	East End	1 Panel	66	2.1
Main Street	East End	1 Panel	76	1.8
Main Street	East End	1 Panel	92	1.8
Main Street	East End	1 Panel	126	1.8
Main Street	East End	4 Panels (Driveway)	172	9.4
Main Street	East End	1 Panel	176	1.9
Main Street	Main Street	1 Panel	280	1.8
Main Street	Main Street	1 Panel	286	1.9
Main Street	Main Street	2 Panels	346	3.6
Main Street	Main Street	1 Panel	361	1.8
Main Street	Main Street	1 Panel	297	2.2
Corey Street	Corey Street	1 Panel	Before 1	1.7
Main Street	Main Street	1 Panel	257	1.7
Main Street	Main Street	1 Panel	263	1.3
Stanley Street	Stanley Street	1 Panel	47	1.8
Stanley Street	Stanley Street	2 Panels	35	3.7
Stanley Street	Stanley Street	2 Panels	37	3.6
Stanley Street	Stanley Street	1 Panel	29	1.9
Stanley Street	Stanley Street	2 Panels	29	3.7
Stanley Street	Stanley Street	1 Panel	West of #3	2.1
Stanley Street	Stanley Street	3 Panels	West of #3	5.4
Stanley Street	Stanley Street	1 Panel	West of #3	1.8
Wellington Street	Wellington Street	2 Panels	30	3.6
Bloomfield Total				62.4

WELLINGTON

Street Name	Location	Notes	Civic #	SQ METRES
Main Street	Main Street	2 Panels	Across form185	5.8
Main Street	Main Street	2 Panels	192	5.9
Main Street	Main Street	3 Panels	220	9.4
Main Street	Main Street	1 Panel	240	2.4
Main Street	Main Street	1 Panel	240	2.2
Main Street	Main Street	2 Panels	244	4.5
Main Street	Main Street	2 Panels	256	4.3
Main Street	Main Street	3 Panels	256	6.5
Main Street	Main Street	2 Panels	264	4.3

Main Street	Main Street	2 Panels	334	3.4
Main Street	Main Street	2 Panels	462	3.6
Main Street	Main Street	1 Panel	343	1.8
Main Street	Main Street	1 Panel	283	1.9
Main Street	Main Street	1 Panel	187	1.8
Main Street	Main Street	1 Panel	173	2.4
First Ave	First Ave	2 Panels	37	3.7
First Ave	First	4 Panel	33	7.3
Harborview Cres	Harborview Cres	1 Panel	10	2
Westwind Cres	Westwind Cres	3 Panels	80	5.4
Westwind Cres	Westwind Cres	4 Panel (Driveway)	78	7.3
Westwind Cres	Westwind Cres	3 Panels (Driveway)	74	5.5
Niles Street	Niles Street	2 Panels	Across from203	4.2
Niles Street	Niles Street	3 Panels	Across from203	6.5
Niles Street	Niles Street	5 Panels (Driveway)	230	9.5
Niles Street	Niles Street	2 Panels	230	3.5
Oak Street	Oak street	1 Panel	215	1.8
Wellington Total				116.9

MILFORD

Street Name	Location	Notes	Civic #	SQ METRES
County Road 10	County Road 10	15 Panels	3026	21
County Road 10	County Road 10	3 Panels	3060	4.9
County Road 10	County Road 10	1 Panel	3054	2.1
Milford Total				28

CHERRYVALLEY

Street Name	Location	Notes	Civic #	SQ METRES
County Road 10	County Road 10	3 Panels (Driveway)	1605	5.5
County Road 10	County Road 10	1 Panel	1674	1.8
County Road 18	County Road 18	3 Panels	43	2.4
County Road 18	County Road 18		43	2.3
County Road 18	County Road 18		43	2.3
County Road 18	County Road 18	2 Panels	19	3.6
Cherry Valley Total				17.9

Sidewalk Panel	Square Metres			318.65
Curb & Gutter	Linear Metre			

Street Name	Location	Notes	Civic #	SQ METRE
PROVISIONAL SIDEWALK				
Union Street, Picton	Church Street to Civic #90		N/A	110.5
Albert Street, Picton	Lake Street to Spring Street		N/A	151.5
Spring Street, Picton	West Mary Street to South of Civic #4		N/A	72.0
Jane Street, Picton	Civic #16 to Johnson Street		N/A	72.0
County Road 10, Milford	South of Civic # 3046 to North of Civic # 3054		N/A	45.0
Provisional Sidewalk Total				451.00

PROVISIONAL TACTILE PLATES				# of Plates
Union Street, Picton	Church Street		N/A	4
Albert Street, Picton	Spring Street		N/A	2
Spring Street, Picton	West Mary Street		N/A	2
Provisional Tactile Plate Total				8
PROVISIONAL CURB REPLACEMENT				Linear Metres
Union Street, Picton	Church Street	For tactile plate ramps	N/A	5.0
Provisional Curb Total				5.0

PART D - FORM OF TENDER

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

CONTRACT NUMBER: TENDER-2018-EDW-47

PROJECT TITLE: SIDEWALK CONSTRUCTION MAINTENANCE / REPAIRS

SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

Of _____
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, terms of reference, appendices and specifications as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including Addenda number ____ to ____ and having visited the Sites, hereby offer and agree to enter into a Service Contract to supply **Sidewalk Construction Maintenance / Curb & Gutter Repairs** required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for TENDER **#2018-EDW-47 for SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby Tender and agree to supply to The Corporation of the County of Prince Edward **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** and to supply all equipment, apparatus and materials as detailed herein and as specified in this tender. The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.

Indicate the unit price per item in the spaces provided. Unit prices shall be inclusive of all costs to provide **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

The CONTRACTOR has carefully examined, understands and accepts the requirements of this TENDER, and has carefully examined the site and locations for the prices set forth herein, hereby offers to furnish all **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS**, machinery, labour, tools, apparatus, and other means of application and furnish all **SIDEWALK CONSTRUCTION MAINTENANCE / CURB & GUTTER REPAIRS** and materials except as otherwise specified in the contract, and to complete the work in strict accordance with the TENDER requirements.

The CONTRACTOR hereby offers to complete the work specified in the TENDER for the price, which have been included in the tender document, with APPLICABLE Harmonized Sales Tax shown separately.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the TENDER.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

PART D - FORM OF TENDER AGREEMENT CONTRACT AND SCHEDULE OF PRICES -Cont.

The SUPPLIER/CONTRACTOR hereby offers to complete the work specified in the TENDER for the price, which have been included in the tender document; with Harmonized Sales Tax shown separately.

Indicate the unit price per item in the space provided. Unit prices shall be inclusive of all costs for the construction and protection, as needed, for the SIDEWALK CONSTRUCTION MAINTENACE / CURB & GUTTER REPAIRS specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

PRICE SCHEDULE - UNIT PRICES -Sidewalk per square metre, Curb per linier metre

Item	Estimated Quantity	Unit Price	Sub Total	HST	Total Bid Price
Concrete Sidewalk	318.65m ²	\$ m ²	\$	\$	\$
Curb/ Gutter		\$ m ²	\$		\$
				TOTAL PRICE	\$

PROVISIONAL ITEMS

Item	Estimated Quantity	Unit Price	Sub Total	HST	Total Bid Price
Concrete Sidewalk	451 m ²	\$ per m ²	\$	\$	\$
Tactile Plate	8 plates	\$ each	\$	\$	\$
Concrete Curb	5.0 m	\$ per m	\$	\$	\$
				TOTAL PRICE	\$

We confirm that the above stipulated sum is in Canadian Dollars and includes all applicable taxes, royalties, custom duties, overhead and profit, insurance premiums, permits, and all other charges at the date of this Bid, and is not subject to revisions due to changes in the cost of labour, material or other items. It is understood that work may be performed at times outside of business hours at no additional cost.

PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2018

The Corporation of the County of Prince Edward
332 Picton Main Street, Picton, Ontario, K0K 2T0

Signature: _____
(I have the authority to bind the corporation)

Dated at _____ this _____ day of _____, 2018

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE TENDER WILL
BE REJECTED.**

PART D - REFERENCE INFORMATION

BIDDERS are required to provide three (3) references listing contracts similar to the project described in this TENDER and undertaken within the past three (3) years.

1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

Company/BIDDER

Authorized Signature

Date

EQUIPMENT MATERIAL AND SUB-CONTRACTORS FORM

EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS

NOTICE OF NO BID

Purchasing Department, 280 Picton Main Street Picton, ON K0K 2T0	Tel: (613) 476-2148 Fax: (613)476-7622
REFERENCE NO. # TENDER-2018-EDW-47	CLOSING DATE: July 31, 2018
DESCRIPTION: Sidewalk Construction	

It is important to the MUNICIPALITY to receive a reply from all invited BIDDERS. There is no obligation to submit a TENDER; however should you choose not to submit a TENDER, completion of this form will assist the MUNICIPALITY in determining the type of goods or service you are interested in proposing/bidding on in the future. Failure to return the TENDER/TENDER Form or Notice of No TENDER will result in the removal of the BIDDER from the MUNICIPALITY'S BIDDERS' LIST.

INSTRUCTIONS

If you are unable, or do not wish to submit a TENDER on this TENDER, please complete the following portions of this form. State your reason for not proposing by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other TENDER documents. Just return the completed form in the enclosed return envelope or by fax prior to the official closing date.

- 1. We do not manufacture/supply this commodity. _____
- 2. We do not manufacture/supply to this specification. _____
- 3. Unable to quote competitively. _____
- 4. Cannot handle due to present plant loading. _____
- 5. Quantity/job too large. _____
- 6. Quantity/job too small. _____
- 7. Cannot meet delivery/completion requirements. _____
- 8. Licensing restrictions. _____
- 9. Agreements with distributors/dealers do not permit _____

Other reasons/additional comments:

Do you wish to propose/bid on these goods/services in the future **YES** **NO**

Firm Name:	
Signature of Signing Officer:	
Print Name:	
Title:	
Address:	
Telephone:	Fax:
Date:	

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

<u>Submitted By</u> <u>(Insert company Name)</u>	<u>RFT 2018-EDW-47 Sidewalk Construction Maintenance/Repair</u>	
<u>OFFICE USE ONLY</u>		
<u>Date & Time 2nd floor</u> <u>Clerk's Office:</u>		
<u>IF LATE – NAME AND</u> <u>SIGNATURE OF</u> <u>PERSON DELIVERING</u>	(Print Name)	(Signature)