



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

TENDER # 2019-EDW-42

SIDEWALK PANEL AND CURB REPLACEMENTS

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 September 10th, 2019 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. #2019-EDW-42

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

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 PANEL AND CURB REPLACEMENTS** 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, September 10, 2019** (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. September 3, 2019 to enable the County to prepare an addendum (if any). Questions received after September 3, 2019 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 Panel and Curb Replacements** 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 or bond 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 or Bid Bond 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

PART C, Scope of Work, Service Level, Locations and Specifications

General Information to Bidders

A. General

This tender is for **SIDEWALK PANEL AND CURB REPLACEMENTS** 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 tender is for **SIDEWALK CONSTRUCTION MAINTENANCE AND CURB & GUTTER REPAIRS** for The Corporation of the County of Prince Edward (herein referred to as the Owner) for 2019. The work specified in this contract will be performed at the locations specified, or otherwise, as required in strict accordance with the Special Provision, Specifications and Conditions of this contract.

The Contractor shall provide all labour, equipment, materials and supervision necessary to complete the work as described in this Contract and the referenced materials. The Contractor's unit price bid shall include all costs including labour, equipment, materials and supervision associated with the removal & disposal of existing sidewalk material, the supply, preparation, placement and finishing of new granular base & concrete sidewalk and the restoration of the site as specified.

1. Special Provisions – General

This Special Provision amends and takes precedence over certain Sections of the Ontario Provincial Standard Specifications General Conditions of Contract (OPSS.MUNI 100) dated November 2018. All Sections of OPSS.MUNI 100 not amended by the Special Provisions of this contract shall take precedence in the order set out in Section GC2.02.

1.1. Section GC 8.02.09 Liquidated Damages:

In the event that all work is not completed within the allowed time, it is agreed that damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain the

actual value of the damage sustained. It is agreed that the damages will be estimated to be and that the Contractor shall pay the Owner, Liquidated Damages in the sum of Five Hundred Dollars (\$500.00) for every calendar day, except Saturdays, Sundays and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Owner may deduct any amount due under this Section from any monies that may be due or payable to the Contractor on any account whatsoever.

The liquidated damages payable under this Section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

1.2. Working Hours:

A working day is considered any day excluding Saturday, Sundays and Statutory Holidays (GC 1.04). For the purpose of this contract, working hours on a working day will extend from 7:00am to 6:00pm.

2. Special Provisions – Specifications

2.1. Ontario Provincial Standard Specifications & Standard Drawings:

2.1.1. This contract document references Ontario Provincial Standards for Roads and Municipal Services, Volumes 1-4, 7 & 8. Copies of the specifications referenced are available for download, free of charge, at:
<http://www.raqsb.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

2.1.2. It shall be the Bidder’s responsibility to review the referenced specifications, including their subsequent specifications, in their entirety.

2.1.3. Work performed in this Contract shall be in strict accordance with the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) included in, but not limited to, the list below:

OPSS.MUNI 206 (Nov. 2013)	OPSS.MUNI 904 (Nov. 2017)	OPSS 1315 (Nov. 2008)
OPSS.MUNI 314 (Nov. 2016)	OPSS 919 (Nov. 2011)	OPSS.MUNI 1350 (Nov. 2017)
OPSS 351 (Nov. 2015)	OPSS.MUNI 1002 (Nov. 2013)	OPSD 310.010 (Nov. 2015)
OPSS.MUNI 353 (Nov. 2016)	OPSS.MUNI 1010 (Nov. 2013)	OPSD 310.020 (Nov. 2015)
OPSS.MUNI 501 (Nov. 2017)	OPSS 1308 (Nov. 2003)	OPSD 310.050 (Nov. 2015)

2.2. Act and Regulation Compliance

2.2.1. The Contractor shall comply with the Occupational Health and Safety Act (OHSA) and Regulations. The Contractor will be responsible for compliance of any employees while working under this Contract.

2.2.2. The Contractor shall be in compliance with the provisions of the AODA (Accessibility for Ontarians with Disabilities Act) 2005 and regulations thereto in effect during the term of the Contract.

2.3. Drainage of Adjacent Lands:

2.3.1. The Contractor shall their operations such that the drainage of adjacent lands will not be blocked by materials from the excavation or stockpiled backfill. At the direction of the Owner, the Contractor shall take immediate corrective action to alleviate any drainage problems caused by operations for this contract.

2.4. Access to Property:

2.4.1. The Contractor shall ensure that access to properties is restored at the end of each working day when applicable. During concrete curing where access to properties will be affected, the Contractor shall notify the effected property owner(s) a minimum of 48 hours prior to access closure. Notification may be verbal or written notice to property owner.

2.5. Traffic Control:

2.5.1. All traffic control and signing shall comply with current standards including Ontario Traffic Manual Book 7.

2.5.2. The Contractor shall at all times provide adequate protection for the work zone and the public.

2.5.3. The Contractor shall always consider the well-being and convenience of the public.

2.6. Project Timing & Contract Time:

2.6.1. To assist the Contractor, the following schedule is contemplated:

- Tender Close: September 10, 2019
- Award of Tender: September 16, 2019
- Construction Start Date: After required submittals are received
- Construction Complete: October 18, 2019

2.6.2. All work shall be completed by October 18, 2019, subject to any extensions allowed under Section GC3.07 of OPSS.MUNI 100.

2.7. Quantities:

2.7.1. The quantities contained in the Schedule of Quantities and Prices are estimated and are subject to additions or deletions as approved and issued by the Owner. Final payment may be adjusted from the quantities contained in this contract by the Owner based on as built quantities through approved changes.

2.8. Invoicing:

2.8.1. All invoicing to the Owner shall include the following in the cost breakdown:

- Location Number
- Quantity
- Unit Price
- Date Completed
- Item Number

2.9. Approved Equals:

2.9.1. The Contractor may submit a written request to use alternate materials to the Owner for approval. Any alteration from the specified materials will be subject to the approval of the Owner. The Contractor shall not make a substitution without written approval from the Owner prior to receipt of material on site. The Contractor shall clearly state the reason for the request

for substitution and clearly indicate whether there is additional cost, credit or no difference in the tendered price as a result of the alternative.

2.9.2. The Contractor shall be required to pay all costs for any testing of materials which do not meet the specifications. These costs will be invoiced to the Contractor by the Owner or deducted from the Contractors final Payment Certificate if testing invoices are outstanding.

2.10. Utility Locates:

2.10.1. The Contractor shall be responsible for obtaining utility locates for each work location prior to commencement of work at each location.

2.11. Equipment & Hired Equipment with Operators:

2.11.1. The Contractor shall provide equipment which is suitable for the varying site conditions and in good working condition.

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

2.12. Removal, Supply, Preparation, Placement and Finishing:

2.12.1. The successful bidder shall be responsible for the removal of existing sidewalk and the supply, preparation, placement and finishing of new concrete sidewalk to the limits and depths indicated in this contract.

2.12.2. All materials shall conform to the following:

2.12.3. *Aggregates:* Aggregate for use in concrete on this project shall conform to OPSS.MUNI 1002: Material Specification for Aggregates – Concrete dated November 2013.

2.12.4. *Concrete:* All concrete shall conform to OPSS.MUNI 1350: Material Specification for Concrete – Materials and Production dated November 2017.

2.12.5. *Curing Compound:* Curing compound shall conform to OPSS 1315: Material Specification for White Pigmented Curing Compound for Concrete dated November 2008.

2.12.6. The Contractor shall submit a concrete mix design to the Owner 48 hours prior to the commencement of concrete pouring and placement. Concrete design shall be based on the following specifications:

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

2.12.7. The Contractor shall be responsible for all removals which shall conform to OPSS.MUNI 510 dated November 2018. The Municipality will retain all removed concrete and the Contractor shall include the cost of transportation of concrete to stockpiles located at the County of Prince Edward Pit at 470 Ridge Road in the unit price bids. All removals shall include saw-cutting of existing asphalt or concrete in parallel straight lines. The Contractor shall take precautions to minimize dust created by saw-cutting.

2.12.8. After removals, the base preparation shall include the supply, placement and compaction of Granular A material, at a minimum compacted depth of 50mm.

2.12.9. The depth of new concrete sidewalk shall be a minimum of 125mm, except in the following situations:

- where adjacent to curbs or residential driveways the thickness shall be a minimum of 150mm
- where adjacent to commercial or industrial driveways the thickness shall be a minimum of 200mm.

2.12.10 The existing asphalt boulevards and driveways may be used as forms for sidewalk and curb where possible.

2.12.11 Any alignment or elevation changes that are required shall be approved by the Owner prior to pouring.

2.12.12 All new concrete sidewalks and curb & gutters shall be poured and finished to match existing sections and joint patterns.

2.12.13 Concrete sidewalk joints shall not exceed the depths defined in OPSD 310.010 Rev. 2 for Concrete Sidewalk dated November 2015.

2.12.14 Should the Contractor be required to re-excavate in an area previously restored to correct or test defective work, the Contractor shall be required to repair all re-excavated areas at no additional cost to the Contract.

2.13. Tactile Plate with Sidewalk Panel Replacements:

2.13.1. Replacement tactile plates shall be cast iron with yellow powder coat finish.

2.13.2. Tactile plates shall conform to OPSD 310.039 Nov. 2015.

2.13.3. Ramp/tactile plate replacement panel shall be as per OPSD 310.033 Nov. 2015.

2.13.4. Tactile plates shall be supplied and installed by the Contractor during pouring of sidewalk panel replacement.

2.13.5. Existing plates and connections to sidewalk shall be disposed of separately from the concrete material.

2.14. Permanent Surface Reinstatement:

2.14.1. All disturbed areas must be restored to a condition equivalent or greater to that which existed prior to the commencement of construction as determined by the Owner.

2.14.2. The unit price bids shall include, at a minimum, the following reinstatement in all disturbed driveway areas and hard surface boulevards:

- remove all debris
- supply, place and compact Granular A base as required
- reinstate surface with appropriate material (hot mix asphalt, interlocking brick, Granular A, etc.) to match existing compacted driveway/boulevard depth

2.14.3. The unit price bids shall include, at a minimum, the following reinstatement in all disturbed maintained grass areas including but not limited to lawns, boulevards, ditches, easements:

- remove all debris, including stones larger than 25mm
- supply and place screened topsoil, hand-raked throughout to a minimum depth of 125mm
- supply and place grass seed

2.14.4. All grass/sod material, interlocking pavers, etc. shall be backfilled/reinstated immediately after forms are removed.

2.14.5. Complete reinstatement with final surface material must be completed prior to September 20, 2019. Temporary reinstatement of asphalt areas (boulevard, driveway, etc.) may be with Granular A material. It shall be the Contractor's responsibility to supply, place and remove the additional Granular A to temporarily reinstate the asphalt areas at no additional cost to the

Schedule of Quantities

Street Name	Location Description/Closest Intersections	Nearest Civic Address	Item 1: Sidewalk Estimated Quantity (m ²)	Item 2: Curb & Gutter Estimated Quantity (m)	Item 3: Tactile Plates
PICTON					
Lake St.	James St & Mary St	13	1.8		
Spring St.	Mary St & James St	15	2.25		2
Spring St.	South St & Albert St	23	4		2
Ontario St.	b/w North Ave & South St	29	2.56		
Ontario St.	South St	44	1.7		
Grove St.	Intersection of Prospect St & Ontario St			1.8	
Burns Ave.	Ena St & Jackson Lane	6	2.2		
Washburn St.	Simeon St & Short St	28	2.7		
Downes Ave.	Short St & Simeon St	17	3.3		
Queen St.	Bowery St & Downes Ave	12	1.8		
Barker St.	Elizabeth St & Centre St	35	6.9		
Paul St.	Barker St & Queen St	26	1.8		
Paul St.*	Elm St.	50	9.0*	7.5*	
Centre St.	Queen St & King St	Across from 2	5		
Johnson St.	SouthEast of Jane St.	14	5.7		
Hill St.	South of Bockus St.	4		8.0	
Division St.	Hill St & Broad St	11	16.7		
Bowery St.	b/w 36 King & 44 Bowery		12.9		
Main St.	Entrance/Driveway	16	11.3		
Main St.		32	1.65		
Main St.	Johnson St & Paul St	341	2.25		
Main St.	Johnson St & Paul St	343	2.25		
Main St.	Paul St & Ross St		3		
Walton St.	Near Main St.	121		13.0	
Mary St.	Elizabeth St & Armory Mall	42	1.8		
Elizabeth St.	Queen St & Barker St	46	5.75		
Bowery St.	King St & Queen St	Across from 53	2.1		
York St.	Main St & E. Mary St	7	1.8		
Bridge St.	At Bridge West of Union St.			4.6	
Bridge St.	Main St & E. Mary St	2	2.6		
Bridge St.	b/w Main St and E Mary St	12	5.5		
York St.	Main St & E. Mary St	7	1.8		

York St.	Elks St & Pitt St	27	5.4		
York St.	Elks St & Pitt St	Stump	4.1		
Union St.	Church St & Maitland St	Intersection	2.3		
Church St.	Union St & York St	26	4.3		
Owen St.	John St & Dead End	39	2.1		
Philip St.	Bridge St & Civic Add. 3	3	5.9		
Philip St.	Bridge St & Maitland St		1.9		
Maitland St.	Harvey St & Owen St		2.5		
Maitland St.	Low St & Harvey St	23	3.4		
Elm St.*	Paul St Easterly to School				56.0*
Bloomfield					
Main St.	Duncan St & Civic Add 478	442	3.6		
Stanley St.	Brick St & Civic Add 37	35	1.8		
Stanley St.	Millennium Trail & 27 Shannon Road	Beside 27	4.0		
Wellington					
Main St.	East of Maple St	208	3.3		
Main St.	West of Maple St	236	5.1		
Main St.	West of Maple St	240	2.5		
Main St.	East of East St	In front of Park (249)	4.8		
Main St.	West of Wharf St.	283B	9.9 no hoe-ram allowed for removal		
Main St.	East of West St.	305	2.4		
Main St.	West of Carla Crt	Across from 440	5.6		
Westwind Cres.	Niles St.	116	5.4		
Westwind Cres.	Niles St.	136	1.8		
Niles St.	West of Lakebreeze Crt	254	6.2		
Niles St.	West of Lakebreeze Crt	254	2.0		
Wharf St.	Main St & Lakeview Ave	Foodland Parking Lot	7.3		
Wharf St.	Main St & Lakeview Ave	Foodland			6.0
West St.	Main St & Water St	20	2.4		
Oak St.	Maple St. & School		1.8		
Consecon					
Mill St.	Bridge	97	2.3		
Mill St.	Bridge	Beside 200	2.1		
Northport					
CR 15	Intersection with Northport St		5.7		
Cherry Valley					
CR 10	North of Beckwith St.	1571	3.9		
CR 18	Intersection with CR 10		3.7		
CR 18	East of Factory Lane	37			8.5
CR 18	East of Factory Lane	57	2.0		

***Work shall be under Part B of RFQ Schedule of Prices as provisional items which may be awarded as part of the contract but are not guaranteed to be part of the contract**

Municipal Area	Item 1: Sidewalk (m²)	Item 2: Curb & Gutter (m)	Item 3: Tactile Plates (each)
Picton	145.01 (Part B: 9.0)	27.4 (Part B: 63.5)	4
Bloomfield	9.4	--	--
Wellington	60.5	6.0	--
Consecon	4.4	--	--
Northport	5.7	--	--
Cherry Valley	9.6	8.5	--
Contract Total:	234.61 (Part B: 9.0)	41.9 (Part B: 63.5)	4

WARRANTIES

Concrete _____

Workmanship _____

PART D - FORM OF TENDER

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

CONTRACT NUMBER: TENDER-2019-EDW-42

PROJECT TITLE: SIDEWALK PANEL AND CURB REPLACEMENTS

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 Panel and Curb Replacements** required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete **SIDEWALK PANEL AND CURB REPLACEMENTS** in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for TENDER **#2019-EDW-42 for SIDEWALK PANEL AND CURB REPLACEMENTS** 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 PANEL AND CURB REPLACEMENTS 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 PANEL AND CURB REPLACEMENT 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 PANEL AND CURB REPLACEMENTS , machinery, labour, tools, apparatus, and other means of application and furnish all SIDEWALK PANEL AND CURB REPLACEMENTS 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.

We confirm that the 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.

PRICE SCHEDULE

Part A:

	Quantity	Unit Price	Sub-Total	HST	Total
Item 1: Sidewalk Replacement	243.61 m ²	\$	\$	\$	\$
Item 2: Curb & Gutter Replacement	49.4 m	\$	\$	\$	\$
Item 3: Tactile Plate Replacements	4 each	\$	\$	\$	\$
TOTAL			\$	\$	\$

Part B:

	Quantity	Unit Price	Sub-Total	HST	Total
Item 1: Sidewalk Replacement	9 m ²	\$	\$	\$	\$
Item 2: Curb & Gutter Replacement	63.5 m	\$	\$	\$	\$
TOTAL			\$	\$	\$

The above Pricing Schedule is to include all LABOUR, VEHICLE AND TRAVEL costs

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 _____, 2019

**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 _____, 2019

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



Contractor A.O.D.A. Compliance Sign-Off

Contracted 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, Accessibility Standards for Customer Service, and Ontario Regulation 191/11, Integrated Accessibility Standards, with regards to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

Access Forward: Training for an Accessible Ontario
<http://www.accessforward.ca>

The Ontario Human Rights Commission: The Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training was provided, the number of personnel who received training and individual training records. The suppliers are to ensure this information is available to the County of Prince Edward at any time during the term of the contract, upon request.

I acknowledge the aforementioned accessibility regulations:

Company Name: _____

Authorized Official (print): _____

Authorized Official (signature): _____

Date: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH TENDER

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:

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

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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-2019-EDW-42	CLOSING DATE: September 10, 2019
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 2019-EDW-42 Sidewalk Panel and Curb Replacement</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)