

ROADSIDE MOWING

Tender Number: 2023 – 003

Sealed Quotes will be received by: Township of Joly
28 Municipal Lane (lower level)
PO Box 519
Sundridge, ON P0A 1Z0

Tender Closing Date and Time: Thursday May 4, 2023 at 4:00 pm

Tender Opening Date and Time: Tuesday, May 9, 2023 at 4:00 pm

Tender Awarded: Tuesday, May 9, 2023 at 4:00 pm

Tender for: Roadside mowing of vegetation along Joly
Township Roads approximately 63 km.

Lowest or any quote not necessarily accepted.

Bidder's Name: _____

ROADSIDE MOWING OF VEGETATION

The Township of Joly is seeking quotes for the roadside mowing of both sides of Joly's municipal roads as follows Forest Lake Road, Paisley Road to Dead Horse Trail, Maple Ridge Trail, Cedar Lane, Lakeview Lane, Lynch Lake Road, Peacock Road, Sand Hill Road, 2km of Joly/Strong Road, Airport Road, Brennan's Road, River Road, Hill 14 Road, Dead Horse Trail, Kent's Mill Road, Proudfoot Road, Opiongo Trail, Gorge Trail, Old Ranch Road, Trudgeon's Road. The attached map is for reference. The approximate distance of the roads listed is 63km.

TENDER PROCEDURES

1. All inquiries concerning the tender, prior to the tender closing, shall be directed to Pat Stickland, Working Road Foreman 705-495-9486.
2. Notification of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque or bank draft, made payable to the Township of Joly in the amount of 10% of the total 2023 tender must be submitted with the tender, for deposit purposes. The tender deposit cheques of the unsuccessful bidders, except the successful bidder will be returned within ten (10) calendar days of the tender opening. The tender deposit of the alternate bidder will be returned when the successful bidder has returned the executed Agreement and other applicable documents to the Township. The cheque of the successful bidder may be held for forty-five (45) days after the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least \$5,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

Bidder Initial _____

4. In order to avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides, in addition to other matters that:

- A constructor shall ensure, on a project undertaken by the constructor that,
- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
 - ii. every employer and every worker performing work on the project complies with this Act and the regulations, and;
 - iii. the health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this tender, the Working Road Foreman, or authorized designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

I have read and agree with the contents

Signature of Bidder

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter, or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid.
6. Tender must not be restricted or modified in any way.

Attached to this tender is a Certified Cheque or Bank Draft, in the amount of 10% of the total 2023 tender, made payable to The Township of Joly. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "agreement for the performance of the work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to complete the work by or before: July 14th 2023 quote 1, July 15th 2024 quote 2, July 15th 2025 quote 3.

I have read and agree with the contents

Signature of the Bidder

Force Majeure Clause

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract which is occasioned by war, an act of terrorism, strike, pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). For purposes of this Contract, the current COVID-19 Pandemic shall be deemed to be a continuing force majeure event. If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Owner. Thereafter, the Contractor shall submit to the Owner, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly or bi-weekly basis as a consequence of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the period that the Contractor cannot perform the Contract as a consequence of the force majeure event. The Contractor shall, at the request of the Owner, provided documentary proof of the expenses incurred. The Owner shall further extend the time for the performance of the Contract for a period that is equivalent to the time period of the force majeure event or longer as may be agreed upon between the Contractor and the Owner. The Owner shall pay the costs occasioned by the Contractor during this time of the non-performance on a weekly or bi-weekly basis as may be agreed upon between the Contractor and Owner. If a force majeure event results in a delay or non-performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give written notice to terminate this Contract with immediate effect without liability toward the other party provided that the Owner shall pay the Contractor all amounts due under the Contract, to the date of such termination.

Bidder Initial _____

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality.

PAYMENT, HOLDBACK AND COMPLETION

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality.

PERFORMANCE EVALUATION

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years.

ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

COMPLETION DATE

The Contractor shall complete work by or before: July 14th 2023 quote 1, July 15th 2024 quote 2, July 15th 2025 quote 3.

If the time limit is not sufficient to permit completion by the Contractor working on a normal number of hours, the Contractor shall make changes to permit work to be completed by the above dates. Additional costs incurred shall be deemed included in the price bid for the work. For the purpose of this quotation "Normal Hours" are defined as 7:00 a.m. to 5:00 p.m., Monday to Friday.

If the work is not completed by the above dates, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the municipality.

I have read and agree with the contents

Signature of the Bidder

GENERAL CONDITIONS

1.0 Ontario Provincial Standard Specifications and Form M-100

Form M-100 "General Conditions of Contract" and the Ontario Provincial Standards Specifications apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specifications.

2.0 Payment, Holdback and Completion

Paragraphs 1-4, inclusive of Form M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within thirty (30) calendar days.

Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

Bidder Initial _____

ROADSIDE MOWING TENDER 2023-003

The Township of Joly is seeking quotes for the roadside mowing of both sides of Joly's municipal roads as follows Forest Lake Road, Paisley Road to Dead Horse Trail, Maple Ridge Trail, Cedar Lane, Lakeview Lane, Lynch Lake Road, Peacock Road, Sand Hill Road, 2km of Joly/Strong Road, Airport Road, Brennan's Road, River Road, Hill 14 Road, Dead Horse Road, Kent's Mill Road, Proudfoot Road, Opiongo Trail, Gorge Trail, Old Ranch Road, Trudgeon's Road. The attached map is for reference. The approximate distance of the roads listed is 63km.

The roadside mowing is to be completed as soon as possible after award of quote but before July 14th 2023 quote 1, July 15th 2024 quote 2, July 15th 2025 quote 3.

Specific details to be pre-arranged with Road Foreman (or authorized designate) upon award of quote. The successful bidder will be required to provide WSIB and proof of liability insurance annually covering the scope of this quote.

QUOTE TO COMPLETE ROADSIDE MOWING

Roadside Mowing 63 km 2023	\$ _____
HST (HST # _____)	\$ _____
TOTAL PROJECT COST	\$ _____

I/We (the Contractors) promise to perform the work as soon as possible before July 14th, 2023.

Type of Equipment to be used: _____

Roadside Mowing 63 km 2024	\$ _____
HST (HST # _____)	\$ _____
TOTAL PROJECT COST	\$ _____

I/We (the Contractors) promise to perform the work as soon as possible before July 15th, 2024.

Type of Equipment to be used: _____

Roadside Mowing 63 km 2025 \$ _____

HST (HST # _____) \$ _____

TOTAL PROJECT COST \$ _____

I/We (the Contractors) promise to perform the work as soon as possible before July 15th, 2025.

Type of Equipment to be used: _____

Name of the Individual or Firm
(hereafter referred to as the "Contractor") _____

Address _____

Email Address _____

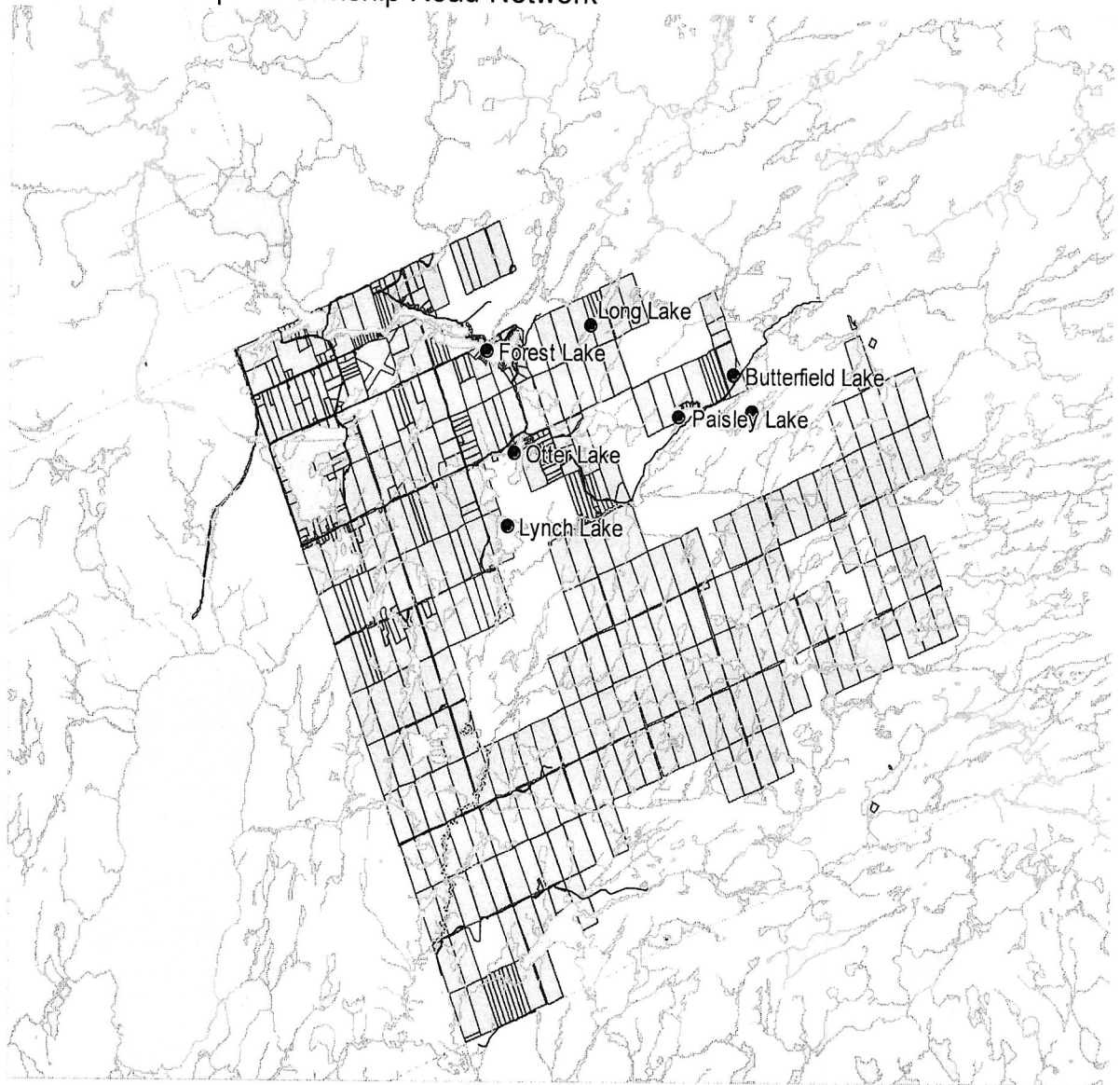
Signature of Person Signing for Firm _____

Date _____

Phone Number _____ Fax Number _____

Lowest or any quote not necessarily accepted

Map of Township Road Network



The above map is only a reference for the identification of Township of Joly road networks.