



TENDER 2025-01PW **Ditching/Culvert Replacement Gravel** **application and Surface Treatment**

Sealed Tenders will be received by: Corporation of the Township of Strong
28 Municipal Lane, PO Box 1120
Sundridge, Ontario
POA 1Z0
Attn: Nick Thomson

Tender Closing Date: June 24, 2025

Tender Closing Time: 10:00 a.m.

Tender Opening: June 24, 2025, at 10:30 a.m.

Tender Award: June 24, 2025, at 5:30p.m. (Council Meeting)

Tender for: Roadside Ditching; culverts; Gravel and Surface Treatment.

Location: Lakeshore Drive, Township of Strong from Bernard Cres
to Pevensey/ Cheeker Board.

Bidder Initial _____

Tender Scope of Work:

1. To Ditch/clean up approximately 260 meters of ditch line.
2. To replace 5 marked driveway entrance culverts Boss 2000 375 mm x 20' each.
3. To pulverize existing surface treatment.
4. To supply and apply approximately 1,500 tons of granular A 5/8 gravel.
5. To apply a single surface treatment application at approximately 1.3km x 7m from Bernard Cres to Pevensey/Checker Board.

All traffic management and safety devices to be looked after by the contractor as per Book 7 of the Ontario Traffic Manual.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by **Thursday September 19, 2025.**

Lowest or any tender is not necessarily accepted as the municipality reserves the right to be assured of such things as the overall cost, and the contractor's experience, and capability when assessing the relative strength of tenders.

BIDDER Company Name: _____

Bidder's Name _____

Date: _____

I have read and agree with the contents: _____ (Bidder Initials)

Bidder Initial _____

TENDER PROCEDURES

1. All inquiries concerning the tender, prior to tender closing, shall be directed at:
Nick Thomson Public Works Coordinator (705) 840-0360
2. Those submitting tenders will be invited to the in-person opening session
3. Notification of Acceptance of Tender will be by 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.
4. 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. The Contractor has carefully examined the conditions and specifications attached and referred to in this contract and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.
2. A certified cheque, bid bond or bank draft made payable to the Township of Strong, in the amount of 10% of the total tender, must be submitted with the tender, for deposit purposes. 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 specifications referred to or contained in this tender.
3. Deposit cheques for unsuccessful bidders will be returned within ten (10) calendar days of the tender decision. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
4. It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "Agreement for the Performance of Work" between the Contractor and the municipality.
5. This offer shall be irrevocable for a period of thirty (30) calendar days following the date of Council decision.
6. The successful bidder is required to continually be complying for the life of the contract, with all federal, provincial, and municipal laws, statutes, and regulations that govern its

Bidder Initial _____

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operation. To avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that they are the constructor within the meaning of the Occupational Health and Safety Act (OHSA) and the Contractor undertakes to perform 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 conducted on the project,
- ii. Every employer and every worker performing work on the project comply with this Act and the regulations,
- iii. and 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 municipal representative, or his designate, will notify the on-site supervisor. If the act is not remedied, the Ministry of Labour will be informed

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TENDER EVALUATION CRITERIA

TENDER NOT CONFORMING ANY OF THE FOLLOWING REQUIREMENTS WILL BE DISQUALIFIED:

- 1.0 Tender must be legible, in ink, by typewriter or by printer.
- 2.0 Tender must be in possession of the municipality by the closing date and time.
- 3.0 Tender must be on the form provided, completed in its entirety.
- 4.0 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.
- 5.0 All items must be bid on.
- 6.0 Tender must not be restricted or modified in any way.
- 7.0 Tender must be accompanied with appropriate tender deposit or bank draft.

AWARD / CONDITIONS OF AWARD:

The lowest “qualified” bidder will be awarded providing the project is approved to be completed by the municipality.

- (i) The availability of Municipal funds to complete the task (through a Council decision).
- (ii) The Dept. Head/Designate being satisfied with the submission.

The following criteria, which are not in any order, as well as any other criteria outlined in tender specifications will be used to determine the successful “qualified” bidder.

The company tendering must have:

- (iii) The required expertise, including professional qualifications and experience.
- (iv) Demonstrated a thorough knowledge and understanding of the scope of work.
- (v) Demonstrated specific related experience relative to the nature of the tender call.
- (vi) Shown through their past successful performance with other municipalities using similar product/service.
- (vii) The ability and experience to perform in accordance with the Terms of the Tender Call.
The municipality reserves the right to reject any offer based on products that have not demonstrated satisfactory performance through field trials or actual use by a customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the municipality
- (viii) Compatibility with other goods and services of the municipality.
- (ix) Available for the municipality’s review is a financial statement that can be supplied within five.
(5) calendar days after being requested to do so by the municipality.
- (x) Any other factors which may be set out in the Tender Call.

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AWARD

I/We agree that the awarding of the Contract, based on this Tender, by the Council of the Township of Strong shall constitute acceptance.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and may be sent by prepaid post. If sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of notification.

Name of Signing Authority for Contractor:

_____ (Please Print)

Position: _____

Signature: _____

Witness: _____

CONTRACTOR'S PROOF OF ABILITY

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plan to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

To aid the Township in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the quotation and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": Giving a list of the Bidder's senior supervisor staff to be employed on the contract with summary of the experience of each.

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STATEMENT “A” – Contractor’s Experience for References

STATEMENT “B” – List of Subcontractors

STATEMENT “C” – List of Senior Supervisors

GENERAL CONDITIONS AND SPECIFICATIONS

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the O.P.S. General Conditions of Contract, November 2024. The O.P.S. General Conditions and other OPSS specifications have not been reproduced as part of these Contract Documents. It will be the Contractor’s responsibility to obtain current copies of these documents.

The contractor shall adhere to all related OPSS specifications in performing the work. Such specifications include but are not limited to the most recent version of: OPSS MUNI 304 (Surface Treatment), OPSS MUNI 314 (Granular), OPSS MUNI 301 (Pulverizing), OPSS MUNI 410 (Culverts).

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of

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the work, as the Contractor or Employer, as the case may be.

Worker safety is given priority in planning, pricing, and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and the provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to conduct the work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety; Its supervisory employees perform their duties in a diligent and responsible manner with consideration for the health and safety of the workers.

LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use in the work under this contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such a vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

Bidder Initial _____

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Road Supervisor, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Road Supervisor, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Road Supervisor.

SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall for with be reported to the Road Supervisor. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

INSURANCE REQUIREMENT

The Contractor covenants and agrees to indemnify and save harmless the Township from and against all claims for loss, costs, damages, and/or compensation and legal expenses the Township may incur as the direct or indirect result of the work operation described herein being conducted by the Contractor. The Contractor shall secure and maintain at his/her expense during the duration of this contract, general comprehensive liability insurance in an amount not less than two million dollars (\$ 5,000,000.00) per incident, naming the Township of Strong as an additional named insured and containing a cross-liability endorsement.

The Contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, in the form of a certificate from his/her insurance company.

The Contractor shall also deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage.

Failure to provide either proof shall result in the cancellation of the contract and forfeiture of the bid deposit.

Payment, Holdback and Completion

In addition to the normal 10% deposit, additional holdback may be retained to cover any written liens submitted during the Contract.

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GC8.02.04.01 is amended by the addition of the following:

05) Payment will be released after receipt of a Statutory Declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Sub-Contractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained.

SUBCONTRACT HOLDBACKS

GC8.02.04.02, Certification of Sub-Contract Completion and GC8.02.04.03, Sub-Contract Statutory Holdback Release Certificate and Payment, are deleted in their entirety.

Payment of such holdback is to be administered as outlined in the General Conditions and per the Construction Act.

DEFAULT BY CONTRACTOR

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 Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of relevant authorities relating to the work; or fails to execute the work with the required skill and diligence; or assigns/sublets the contract or any portion thereof without the Townships written consent; or refuses to correct defective work; or is otherwise in default carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

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

CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have

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complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Township may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

CONTRACT TIME AND LIQUIDATED DAMAGES

It is agreed by the parties to this contract that if all the work called for under the contract is not completed by the date specified, or as extended by the Road Supervisor or designate, the Township will sustain a loss or damage. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of five hundred dollars (\$500.00) as liquidated damages for each and every calendar day delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period more than the prescribed date for completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township.

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SITE AND QUANTITY INFORMATION

1. To Ditch/clean up approximately 260 meters of ditch line.
2. To replace 5 marked driveway entrance culverts Boss 2000 375 mm x 20' each.
3. To pulverize existing surface treatment approximately 1.3km x 7m.
4. To supply and apply approximately 1,500 tons of granular A 5/8 gravel.
5. To apply a single surface treatment application at approximately 1.3km x 7m from Benard Cres to Pevensey/ Cheeker Board.

****All ditching and other materials can be dumped at landfill #01 on Inlet Creek Road.** All traffic management and safety devices are to be looked after by the contractor as Book 7 of the Ontario Traffic Manual.

The contractor is responsible for the following:

- To fade all driveways in with the new road surface variance.
- All locates.
- Providing water truck and grader for maintenance until the project is complete, including weekends.
- All traffic control and signage.
- Maintaining one (1) lane of traffic at all times during working hours, ensuring that 2 lanes of traffic are restored by end of day.

2025 Lakeshore Road Works BID FORM UNIT COST:

Item Description	Units	Cost (excluding HST)
1. Ditch/clean up approximately 260 meters of ditch line.	Per m _____	
2. To supply and replace 5 marked driveway, entrance culverts Boss 2000 37 mm x 20' each.	Per culvert _____	
3. To pulverize the existing surface treatment approximately 1.3 km x 7m.	Per km _____	
4. To supply and apply approximately 1,500 tons of granular A 5/8 gravel.	Per tonne _____	
5. To apply a single surface treat treatment application is approximately 1.3 km x 7m from Bernard Cres to Pevensey/Checker Board.	Per m2 _____	
Total Tender Cost (not including HST)		

TENDER

The Contractor has carefully examined the conditions & specifications attached & referred to in this contract & has carefully examined the site & work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment, and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions & specifications.

Contractor to provide, included in its cost, loaders, trucks, etc. as required.

I/We (the Contractors) promise to perform the work without undue delay and complete the work on:

- **Lakeshore Drive Thursday September 19, 2025**

Tender Price (from Bid Form) \$ _____

HST \$ _____

TOTAL PRICE \$ _____

Price to remove and replace additional residential entrance culverts (if needed)

\$_____ Each

INCLUDE ALL COSTS WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER

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

Signature of Person Signing for Firm: _____
(I have the authority to bind the Corporation)

Address _____ Position of Signor _____
(City or Town)

Date _____

_____ (Witness or Seal)

Lowest or any tender not necessarily accepted as the municipality reserves the right to be assured of such things as the overall cost, experience, and capability of the contractor when assessing the relative strength of tender

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Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

**Tender
To be Returned to:**

**Township of Strong
Attn: Nick Thomson Public Works Coordinator
P.O. Box 1120, 28 Municipal Lane
Sundridge, ON, P0A 1Z0**

**Tender 2025-01PW
Tender for Ditching**

Tender Closing at: 10:00 a.m., Tuesday, June 24, 2025

Bidders' Name: _____

Address: _____

Email Address: _____

Contact Number: _____

**For Township Use Only:
Date and Time Received:**

Note: This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Township of Strong will not be held responsible for envelopes or packages that are not labeled.

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