



**Tender for:  
Daleview Road Reconstruction**

**Douro-Dummer, Ontario**

**Contract No. T-2020-04  
D.M. Wills Project No. 19-20119**

**D.M. Wills Associates Limited**  
Partners in Engineering  
Peterborough, ON

**Prepared for:  
The Township of Douro-Dummer**

**Tender Closing Date:  
June 16, 2020**

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## **Section A – Information to Bidders**

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**Daleview Road Reconstruction  
Contract No. T-2020-04**



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## Bidders Check List

### Contract No. T-2020-04

Before submitting your tender, check and initial the following points:

- 1) Has your tender been signed and your seal affixed? \_\_\_\_\_
- 2) Have you enclosed the required Bid Bond? \_\_\_\_\_
- 3) Have you enclosed the Agreement to Bond, signed and sealed by your proposed surety? \_\_\_\_\_
- 4) Have you attached a preliminary project schedule? \_\_\_\_\_
- 5) Have you entered all required prices in the Form of Tender? \_\_\_\_\_
- 6) Have you included the electronic Form of Tender? \_\_\_\_\_
- 7) Have you completed all schedules in the Form of Tender? \_\_\_\_\_
- 8) Have you completed, signed and included all Addenda where required to do so, and indicated the number of Addenda in your Form of Tender? \_\_\_\_\_
- 9) Have you completed the Declaration of Accessibility Compliance? \_\_\_\_\_
- 10) Have you listed your experience with successful completion of similar work? \_\_\_\_\_
- 11) Have you listed your senior staff and stated their qualifications and experience? \_\_\_\_\_
- 12) Have you listed your subcontractors? \_\_\_\_\_
- 13) Have you provided your Workplace Safety and Insurance Board experience rating? \_\_\_\_\_
- 14) Are the documents complete? \_\_\_\_\_
- 15) Affixed Tender Bid Receipt Label to envelope? \_\_\_\_\_
- 16) Have you provided a copy of your Health & Safety Policy? \_\_\_\_\_

### Notes:

1. Your Tender will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.
2. Your Tender may be disqualified if the tender contains unbalanced prices for ANY item in the Form of Tender.

**MAKE SURE THAT YOUR TENDER IS SEALED IN AN ENVELOPE THAT IS CLEARLY MARKED "CONFIDENTIAL" AND PROPERLY IDENTIFIED WITH THE CONTRACT TITLE, CONTRACT NUMBER AND YOUR COMPANY OR FIRM'S NAME AND POSTAL ADDRESS.**

## 1. General

1. Sealed Tenders, clearly marked "Daleview Road Reconstruction, Contract No. T-2020-04" with affixed Tender Bid Receipt Label, will be received by the Chief Administrative Officer located at 894 South Street, P.O. Box 92, Warsaw, ON K0L 3A0 until:

**11:59:59 P.M., Local Time, Tuesday, June 16th, 2020**

## 2. Definitions

1. The latest edition of OPSS.MUNI.100 shall be used for definitions, with the following amendments:
2. Wherever the word "Owner" appears in this Contract, it shall be interpreted as the meaning of The Township of Douro-Dummer.
3. Wherever the word "Engineer" appears in the Contract, it shall be deemed to mean the Consulting Engineer, D.M. Wills Associates Limited.
4. Wherever the word "Bidder" appears in the Contract, it shall be deemed to mean the contractor who is bidding on the work.
5. The successful Bidder, shall be referred to as the "Contractor".

## 3. Description of Works

1. The Township of Douro-Dummer (Owner) is requesting bids for the Daleview Road Reconstruction. In general, the Work consists of the following:
  - Removals of trees, guiderail, asphalt and road culverts;
  - Removal and installation of new driveway culverts;
  - Site grading to tie into existing ditching and driveways;
  - Installation of a new 300mm diameter storm sewer system with catch basins;
  - Installation of SAFENCE High tension cable barrier with terminal systems;
  - Installation of a geogrid reinforced slope including a drainage tile system;
  - Placement of 50mm surface treatment with concrete gutter; and,
  - Street signs, topsoil and sod.

If elected, additional provisional work may include surface treatment and preparation for the following road segments:

- Daleview Road from Division road to Station 0+048
- Daleview Road from Station 1+270 to Warsaw Road

#### 4. Delivery and Opening of Tenders

1. One original hard copy of the tender package, on the forms provided, shall be submitted. All information requested shall be shown in the tender, in the space provided.
2. The use of mail or courier for delivery of a tender will be at the sole risk of the Bidder and no consideration will be given to tenders deposited after the advertised deadline.
3. All tenders received prior to the closing time will not be publically opened due to current COVID19 restrictions. Bids will be opened by the Township with two witnesses. Bid results will be posted on the Township's website. The Bidder's name and total bid price including H.S.T. will be publicly disclosed. Tenders will then be passed to the Owner's Contract Administrator who will check and analyze the tenders and submit a report and recommendation to the Owner.

#### 5. Tender Schedule

1. The Owner will make every attempt to meet dates indicated below; however the Owner reserves the right at its sole discretion to alter or change any of the dates for any reason. The Owner will notify Bidders of changes in writing at the email address indicated in the Bidder's completed submission package.
  - a. Release of Tender .....Thursday, May 28<sup>th</sup>, 2020
  - b. Clarification Deadline.....Thursday, June 11<sup>th</sup>, 2020 at 11:59:59 PM
  - c. Tender Closing Date..... Tuesday, June 16<sup>th</sup>, 2020 at 11:59:59 PM
  - d. Proposed Award Date.....Tuesday, June 30<sup>th</sup>, 2020
2. The Contractor will not be authorized to commence work until the Owner receives the necessary approvals from authorities that may have jurisdiction over parts of the Work, or until the Contractor has been provided a written Notice to Proceed from the Owner.
3. A tentative date for starting construction is July 6, 2020.
4. If, due to the above, the Contractor is delayed in commencing this project, the Substantial Performance date will be adjusted accordingly.
5. Also, if the Contractor is delayed pending approvals, Owner shall not be held responsible and the delay will not constitute a basis for claim of any nature or description.

#### 6. Site Meeting

1. No site meeting will be held.

## 7. Tender Submission Requirements

1. The Bidder shall submit one sealed hard copy of the Tender clearly labelled "Daleview Road Reconstruction, Contract No. T-2020-04" with affixed Tender Bid Receipt Label. The following documents shall be completed by the Bidder and included in the Tender submission envelope:
  - a. Section B – Form of Tender
  - b. Bid Bond
  - c. Agreement to Bond
  - d. Confirmation of receipt of Addenda for any Addenda Issued
2. All prices tendered, and all amounts to be paid, will be in Canadian dollars.
3. Where the Bidder has omitted to enter a price for an Item of Work set out in the Form of Tender, the Bidder shall, unless specifically stated otherwise in the tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said Item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.
4. The electronic digital copies may be requested to be submitted after the Tender Close and can be submitted via email or share file. Documents should be submitted as separate pdf files and include the excel version of the Form of Tender. In the event of a discrepancy, Section B – Form of Tender hardcopy pricing will govern over the electronic excel submission.

## 8. Bid Bond

1. The Bidder is required to provide a Bid Bond in the amount equal to 10% of the tender sum as accepted.
2. The Bid Bond of all but the top two (2) preferred Bidders, will be returned within twenty business days after the date of opening tenders. The Bid Bond of the top two (2) preferred Bidders will be retained until a tender has been accepted and the Performance Bond, the Labour and Material Bond and the other documents required herein have been furnished to the satisfaction of the Contract Administrator for the Owner. The Bid Bond shall remain valid in accordance with Section 19 Period of Validity of Tender. If a Bidder has not been requested by the Owner to execute the Agreement within 60 days after the date of opening tenders or if the Contract Administrator has not issued to the Bidder a written order to commence work within the said 60 days, the Bid Bond will be returned, except as otherwise provided herein. After the execution of the Contract, and the receipt by the Owner of the Performance Bond and the Labour and Material Bond, the Bid Bond of the successful Bidder will be returned.
3. In the event of default or failure of the successful Bidder to execute the Contract as prescribed, the Owner shall declare the Bid Bond as forfeited and the bonding



company shall forthwith pay to the Owner an amount as dictated by the bonding company.

## **9. Agreement to Bond**

1. The Bidder is required to provide an “Agreement to Bond” to provide a Performance Bond in the amount equal to 50% of the Tender sum and a Labour and Materials Bond in the amount of 50% of the Tender sum as accepted, in performance of this contract.
2. Such Agreement to Bond and subsequent bond shall be with a satisfactory Guarantee Surety Company, resident in Canada or authorized to carry on business in Canada.

## **10. Right to Accept or Reject Tenders**

1. The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed to be in the Owner’s best interest.
2. The Owner reserves the right to reject any or all Tenders that do not fulfill the qualifications and / or experience requirements to the satisfaction of the Owner.
3. Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may, at the sole discretion of the Owner, be rejected.
4. Bidders are advised that due to budget restrictions the Owner may elect to shorten the contract limits and / or delete entirely or decrease certain items in this Contract.
5. The Owner 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 the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed.
6. Each Item in the tender form shall include a reasonable price for such Item. The Owner and the Contract Administrator will be the sole judge of an unbalanced tender and should any tender be considered to be unbalanced, then it may be rejected by the Owner.

## **11. Withdrawal or Qualifying of Tenders**

1. A Bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that Bidder for the Contract.
2. A Bidder may withdraw or qualify his / her tender at any time up to the official closing time by submitting a letter bearing his / her signature and seal as in his / her tender to be delivered to the Owner. Such a submission at the location stated in

the tender advertisement for the receipt of tenders must be received in sufficient time to be marked with the time and date of receipt before advertised time, as recorded by the Owner on the date and at the place of tender, on the date for closing of tenders. The Bidder shall show his / her name, the name of the project and the Contract number on the envelope containing such letter. No email, fax transmissions or telephone calls will be considered.

## 12. Informal or Unbalanced Tenders

1. All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid.
2. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (unless properly and clearly made and initialled by the Bidder's signing officer) or irregularities of any kind, may be rejected as informal.
3. Wherever in a tender the amount tendered for an Item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.
4. A discrepancy in addition or subtraction in a tender shall be corrected by the Owner by adding or subtracting the Items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Owner. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
5. If a Bidder has omitted to enter a price for an Item of work set out in the Form of Tender, he / she shall, unless he / she has specifically stated otherwise in his / her tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said Item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender Price on account of such omission.
6. Tenders that are based upon an unreasonable period of time for the completion of the works may be rejected.
7. The Owner reserves the right to waive formalities at its discretion.
8. Bidders who have submitted tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders. Unbalanced Tenders may not be considered, at the sole discretion of the Owner.

### 13. Disqualification of Tenders

1. Tenders received after the designated Tender Closing date and time will not be considered.
2. Tenders which are not accompanied by a valid Bid Bond in accordance with Section 8 Bid Bond and/or, the Bid Bond amount submitted is less than specified.

### 14. Ability and Experience of Bidder

1. The Bidder should have completed at least three (3) similar jobs in the past and must complete the experience record in **Section B – Form of Tender**
2. In addition to the experience requirements above, the Bidder and / or its sub-contractor shall demonstrate their ability, and must complete the experience record in **Section B – Form of Tender** in accordance with the following:
  - a. The Bidder shall be qualified and competent to perform the work called for in the Specifications. If the Bidder has not completed similar work for the Owner nor has not filed “proof of ability” within the three (3) years preceding this Tender, on similar work, it should provide “proof of ability” with this Tender.
  - b. Such “proof of ability” shall include a list of similar work projects the Bidder has successfully completed, for whom and the value thereof.
  - c. The Bidder may be required to provide additional pertinent information such as a list of senior supervisory staff and their qualifications and experience. Alternately, any Bidder may submit such information with the Tender.
  - d. The Owner and Engineer shall have the right to make inquiries and attempt to verify satisfactory performance of any projects listed on the proof of ability form. Should the Owner and Engineer not, after making reasonable inquiries, be satisfied the project that was performed was to the satisfaction of the entity for which it was performed, the Owner may disqualify the bid.

### 15. Clarifications During Tendering

1. It shall be the Bidder’s responsibility to clarify any points in question as indicated below prior to the tender closing.
2. Verbal clarification shall not be interpreted to change the intent or contents of the tender. The Owner retains the right to decline to answer a given enquiry. Any revision to this tender will be issued as an addendum.
3. It shall be understood and acknowledged that while this tender includes specific requirements and specifications, any omission or errors or misinterpretation of these

requirements and specifications or within the tender bid shall not relieve the Bidder of the responsibility of providing the goods or services as aforesaid.

4. Bidders finding discrepancies or omissions in the specifications or having doubt as to the meaning or intent thereof, shall at once notify the Engineer who shall, if necessary, send written instruction or explanations to all Bidders.
5. The Bidder is advised that inquiries regarding the interpretation of the plans or specifications shall be directed to the Engineer and the Public Works Manager, Jake Condon at [jakec@dourodummer.on.ca](mailto:jakec@dourodummer.on.ca):

Address: D.M. Wills Associates Limited  
150 Jameson Drive  
Peterborough, ON  
K9J 0B9

Telephone: (705) 742-2297  
Fax: (705) 741-3568  
Email: [wills@dmwills.com](mailto:wills@dmwills.com)

6. All inquiries shall be submitted in writing by email with the following subject line: "20119 Daleview Road Reconstruction Contract T-2020-04 Inquiry"
7. All inquiries are to be submitted prior to the deadline provided above in Part 5 Tender Schedule.

## 16. Bidders to Investigate

1. Bidders must satisfy themselves by personal examination of the site and by such other means, as to the actual conditions and requirements of the work.
2. It shall be the Bidder's responsibility to thoroughly inspect the site of the proposed works, to determine the location of any buried or obstructing services or utilities and to make satisfactory arrangements for interference with such service or utility with the proper jurisdictional agency.
3. All Contract Documents are to be carefully examined. No plea of ignorance of conditions or difficulties which may be encountered in the execution of the work hereunder by failure to make such inspections or investigations will be accepted as sufficient reason for failure on part of successful Bidder to fulfill all requirements of the Contract.

## 17. Quantities are Estimated

1. The quantities shown for unit price Items in the Form of Tender are estimated only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

2. The Contract Administrator has the right to increase or reduce the quantities required or to suspend or omit any Item or portion of the work at any time as the Contract Administrator may deem advisable.
3. Section GC8.01.02 of the General Conditions Variations in Tender Quantities is deleted entirely from this contract.

## 18. Provisional Items

1. After the tender closing, the Items in the Form of Tender noted as being "Provisional" may have quantities modified or may be deleted from the Contract at the sole discretion of the Owner without negotiation, regardless of the percentage value of the Tender the individual or combined "Provisional Items" represent. No consideration for loss of overhead costs or loss of profit on work not performed will be considered should these Items be deleted from the Contract.

## 19. Period of Validity of Tender

1. The prices entered by the Bidder in the Form of Tender shall be based on the assumption that the Contract Administrator's written order to commence work will be issued to the Bidder within a 60-day period after the opening date for tenders.

## 20. Harmonized Sales Tax

1. The Bidder shall Tender each item in this Contract excluding the Harmonized Sales Tax (H.S.T.). The H.S.T. will be added to the total Contract value.
2. Should the Bidder be successful, H.S.T will be added to the Contract invoices at the time of payment for the work completed.

## 21. Award of Contract

1. Bidders are advised that Tenders will be reviewed with respect to price, qualifications, capabilities, experience and the Contractor's ability to complete the project within the time frame allowed. The lowest Tender will not necessarily be accepted.
2. It is the Owner's intent to award the Work to one (1) prospective Bidder.
3. The award of this Contract in part or in whole is subject to The Township of Douro-Dummer Council approval.

## 22. Contract Execution

1. The successful Bidder shall execute the Contract Documents in triplicate **and furnish the required performance, and labour and materials bonding and insurance** within ten (10) business days of receiving written notification of award.

2. Failure by the successful Bidder to meet the above requirements will entitle the Owner to award the contract to one of the other Bidders or take such other action as they choose.

### **23. Workplace Safety and Insurance Board**

1. The Contractor shall at the time of entering into any Contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.
2. The Contractor shall submit such statutory declaration and / or clearance letter to the Owner in triplicate together with the Agreement executed by the said Contractor. One copy of the statutory declaration or clearance letter shall be bound into each of the three executed sets of the Contract.

### **24. Time of the Essence of the Contract**

1. Time shall be deemed to be of the essence of this Contract.
2. The Contractor, having carefully examined the site of the proposed works and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of this tender, agrees to achieve Substantial Performance on or before October 30, 2020 and Project Completion, no later than November 30, 2020, as defined in GC1.04 of the General Conditions.
3. Failure by the Contractor to complete any of the above works to the satisfaction of the Contract Administrator by the respective specified completion dates shall render the Contractor liable for Liquidated Damages.

### **25. Conformity to Legislation**

1. The Contractor shall conform to all applicable legislation and regulations. Without limiting the generality of the foregoing this shall include the Occupational Health and Safety Act and Regulations, the Labour Standards Act, the Highway Traffic Act, the Workplace Safety Insurance Board Act and the Environmental Protection Act.

### **26. Preliminary Project Schedule**

1. The Bidder may submit a Preliminary Project Schedule to demonstrate the ability to complete the project within the specified Contract Time. The preliminary schedule should identify mobilization, shop drawing submissions, procurement durations, critical milestone dates, demobilization and compliance with stipulated dates.

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2. The Owner reserves the right to reject the Tender of any Bidder who does not furnish satisfactory evidence of schedule, sufficient capital, plant and experience to successfully complete the work in the specified time.