

The Corporation of the Township of Drummond/North Elmsley



R.R. #5
310 Port Elmsley Road
Perth, Ontario
K7H 3C7

Phone: (613) 267-6500
Fax: (613) 267-2083
Email: scameron@dnetwork.ca
Website: www.drummondnorthelmsley.com

CONTRACT NO. PW 2022-002

Street Sweeping

Name of Firm (The Contractor)

Address, Telephone Number and Fax Number

Name and Position of Person Signing for Contractor

TENDER FOR: Street Sweeping

LOCATIONS:

12 Areas all within The Township of Drummond North Elmsley

TENDER SUBMISSION DEADLINE: March 10, 2022, at 11:00 AM

Tenders Received by:

Mr. Scott Cameron, CET
Manager of Public Works
Township of Drummond/North Elmsley
310 Port Elmsley Road
Perth On. K7H 3C7
Phone: 613-267-6500
Fax: 613-267-2083

Drummond/North Elmsley Tender - Contract No. 2022-002

**To: The Chair and Members of the Committee,
Drummond/North Elmsley Township.**

The Bidder has carefully examined the Plans, Provisions, Specifications and Conditions described herein as part of the work to be done under this Contract. The Bidder understands and accepts the said Plans, Provisions, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Plans, Provisions, Specifications and Conditions.

The Bidder understands and accepts that the quantities shown are approximate only, and are subject to increase, decrease or deletion entirely if found not to be required.

Attached to this Tender is a certified cheque for the sum of:

_____ Dollars - \$_____

which is 5% percent of the tender price, made payable to the Corporation of the Township of Drummond/North Elmsley. The cheque shall constitute a deposit which shall be forfeited to the Corporation if the successful Bidder fails to fulfil his obligation under the terms of this Contract.

Notification of acceptance shall be given by the Corporation, in writing, and upon such notification, this Tender shall form the Contract between the Bidder and the Corporation.

Drummond/North Elmsley Tender - Contract No. 2022-002

ITEMIZED BID:

In accordance with the first paragraph of this tender, the Bidder hereby offers to complete the work specified herein for the following unit prices:

ITEM NO.	SPEC. NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
12 Areas all within The Township of Drummond North Elmsley					
1	S.P.	Mechanical Street Sweeping followed by a regenerative sweeper. Water for dust control. Traffic Control	34.9 kms (linear)	\$ _____ km	\$ _____
TOTAL TENDERD PRICE					\$ _____

REJECTION OF TENDERS/ QUOTES:

The Township reserves the right to accept or reject any or all proposals and to waive irregularities and informalities at its discretion. The Township reserves the right to accept a proposal other than the lowest proposal without stating reasons. By the act of submitting its proposal, the Tenderer waives any right to contest in any legal proceeding or action the right of the Township to award the purchase to whomever it chooses, in its sole and unfettered discretion and for whatever reasons the Township deems appropriate. Without limiting the generality of the foregoing, the Township may consider any factor besides price and capability that it deems in its sole discretion to be relevant to its decision, including but not limited to:

- a) Any past experience with the Tenderer, or lack thereof,
- b) The results of any reference check done by the Township,
- c) Information relating to the financial state of the Tenderer, however selected,
- d) Any other factor that the Township deems pertinent in the selection process.

Drummond/North Elmsley Tender - Contract No. 2022-002

The work required by this Contract shall be performed in accordance with the following schedule of specifications and provisions:

A. Tender Forms:

General	Pages 1 and 2
Itemized Bid	Page 3
Rejections of Tenders	Page 3
Schedule of Tender Data	Page 4

B. Special Provisions - General Page 5 to 9 inclusive

C. Special Provisions - Items Pages 10 and 11

D. Not Applicable to this tender.

E. OPSS General Conditions of Contract dated September 1999.

The Contractor, by this Tender, offers to complete the work of this Contract in accordance with the terms contained herein.

Dated at _____ this ____ day of _____, 2022.

Signature

Position

SPECIAL PROVISIONS - GENERAL

1. General

SEALED TENDERS plainly marked as to contents, will be received at the Office of the Township of Drummond/North Elmsley until **March 10, 2022, at 11:00 am**, local time. Tenders shall be addressed to: Mr Scott Cameron 310 Port Elmsley Road Perth, ON K7A 3C7

2. Blank Form of Tender

One copy of the Tender, on the forms provided, shall be submitted. All information requested shall be shown in the Tender in the spaces provided. RFT enquires may be made by email to scameron@dnetownship.ca.

3. Tender Deposits

All Tender Deposits will be returned to the respective bidders within five days after the Tenders have been opened except those which the Owner elects to retain until the successful bidder has executed the Contract documents.

The Tender Deposit of the successful bidder will be returned when he has fully complied with the conditions outlined in the Tender Documents, and when the successful Contractor has completed at least 25% of the work under the Contract.

4. Execute Contract

Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the Tender may only be accepted with the consent of the successful bidder.

The successful bidder shall commence work at the site within ten (10) calendar days of receipt of Notification to Commence Work. (**Anticipated start date is early April 2022.**)

5. Documents to be received after Award

Within ten (10) calendar days of Notification of Award, in writing, the successful Bidder will execute the Contract Agreement and furnish the following documents:

- Contract Agreement
- Certificates / Proof of Insurance
- WSIB Certificate of Clearance
- Contractor's Health and Safety Policy
- Contractor's Project Manager's Name and Contact Information

Failure by the successful bidder to meet the above requirements will entitle the Township to cancel the award of the Contract and to retain the Tender Deposit as compensation for damages sustained due to the successful bidder's default. The

Owner may then award the Contract to one of the other bidders or take such other action as he chooses.

6. Definition of Owner and Manager of Public Works or Designate

Wherever the word “Corporation”, “Authority” or “Owner” appears in this Contract, it shall be interpreted as meaning the “Corporation of the Township of Drummond/North Elmsley”.

Wherever the word “Ministry” or “M.T.O.” appears, it shall be deemed to mean the “Ministry of Transportation” (formerly M.T.C., Ministry of Transportation and Communications), or the “Corporation of the Township of Drummond/North Elmsley”.

Wherever the word “Manager of Public Works or Designate” or “Contract Administrator” appears in this Contract, it shall be deemed to mean the “Manager of Public Works of the Township of Drummond/North Elmsley”.

7. Right to Accept or Reject Tenders

The Owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in their best interest to do so. Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

8. Unacceptable Tenders

Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Owner and the Manager of Public Works or Designate will be the sole judges of such matters, and should any Tender appear to be unbalanced, then it will be rejected by the Owner.

9. Ability and Experience of Bidder

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

10. Governmental Requirements

The Contractor shall obey all Federal, Provincial and Municipal laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

11. Bidders to Investigate

Bidders must satisfy themselves by personal examination of the site(s) and by such other means as they may prefer as to the actual conditions and requirements of the work.

12. Road to Remain Open to Traffic

The Contractor is advised that the Township roads on which the work under this Contract is located, shall remain open to normal highway traffic at all times during the execution of the work. The Contractor shall plan and carry out his operations in such a manner that this normal traffic is not unduly disrupted.

No detouring of traffic will be permitted without the written permission of the Contract Administrator in advance. Traffic may be reduced to a single lane during daylight hours with the use of traffic control persons and appropriate temporary signing, but the road must be re-opened for regular two-way traffic at the end of each workday.

13. Estimated Quantities

General Conditions of the Contract, GC8.01.02, Variations in Tender Quantities, shall be deleted and replaced by the following:

“The estimated quantities set forth in the Tender are approximate only, and the basis of payment under this Contract will be the actual amount of work done and materials supplied.”

14. Other Contractors Within or Adjacent to the Limits of the Contract

The Contractor is advised that other work may be in progress within and adjacent to the limits of this Contract. He shall coordinate with other Contractors and Utility Companies, and they shall be allowed free access to their work at all possible times.

15. H.S.T.

The Federal Goods and Services Tax is applicable to all payments made under this Contract. The Contractor shall provide the Contract Administrator with his H.S.T. registration number which will be shown on all payment certificates issued by him. The Contract Administrator will add the 13% H.S.T. to all payments made under the Contract. Accordingly, the Contractor will not make any provision for H.S.T. in the prices tendered under this Contract.

16. Progress of the Work and Time of Completion

Time shall be of the essence in this contract.

The Contractor shall diligently perform his work on this Contract to completion on, or before, **May 2nd, 2022.**

If the time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional equipment and/or augmented daylight shifts will be required through the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

Working time shall be charged until the date of acceptance of the work by the Township at which time all work required in the Contract, including all final clean-up and trimming, shall be completed.

An extension of time may be granted, in writing, by the Manager of Public Works or designate in the event of the work being delayed beyond the prescribed time for completion. Such extensions shall be for such time as the Manager of Public Works or designate may prescribe, and the Manager of Public Works or designate shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made, in writing, by the Contractor to the Township at least five (5) days prior to the date of completion fixed by the Contract. The date of expiry of all bonds or other surety furnished to the Township by the Contractor shall be extended at the expense of the Contractor to at least two (2) months beyond the extended date of completion, and the Contractor shall furnish the Township with evidence of such extension of the bond or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work and whenever in this contract power or authority is given to the Township or the Manager of Public Works or Designate, of any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happenings after the time so limited in case of the Contractor being permitted to proceed with the execution of the work under time granted by the Township. In the event of the Township granting an extension of time, time shall continue to be deemed of the essence of this Contract.

17. Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the prescribed time as set forth in the Special Provisions, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by any reason of such

delay and the parties hereto agree that the Contractor will pay to the Township the sum of

Five Hundred Dollars (\$500.00)

per day for liquidated damages for each and every calendar day's delay in finishing the work in excess of the time limit prescribed and it is agreed that this amount is an estimate of the actual damage to the Township which will accrue during the period in excess of the prescribed number of working days.

The Township may deduct any amount due under this paragraph from any moneys 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.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes or delay of sub-contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the General Conditions, the completion date shall be adjusted as determined by the Manager of Public Works or designate.

18. PAYMENT TERMS

The Township of Drummond North/Elmsley shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Township of Drummond/North Elmsley, Attention: Public Works Manager. The Township's standard payment term is net thirty (30) days.

19. DURATION OF CONTRACT

The Term of the contract shall be from 1 April 2022 to 31 March 2023. The actual Work shall be completed during the month of April in 2022.

20. OPTIONAL CONTRACT EXTENSION

When mutually agreeable between parties, the Contract may be renewed under the same or similar terms and conditions for successive one (1) year periods which will be in effect for not more than two (2) years. The total length of Contract resulting from the award of Tender will not exceed three (3) years.

21. CONSUMER PRICE INDEX

If the Contract Extension Option is agreed to, unit costs will be adjusted on the anniversary date of the Contract for the extension period. The increase in unit costs will be negotiated to reflect changes in pricing for CPI and Fuel. CPI increase

will be equal to 100% of the increase set out in the Statistics Canada Consumer Price Index (CPI) (for all items-Ontario) as published for the previous 12-month period.

SPECIAL PROVISIONS - ITEMS

GENERAL FOR ALL ITEMS:

The Contractor shall be responsible for all phases of the work including signing, traffic control and project management. It shall be the Contractor's responsibility under the items provided herein to complete the work except as specifically provided.

The Contractor shall be the "Constructor" under the provisions of the Occupational Health and Safety Act.

ITEM NO. 1 Street Sweeping:

1) Work on successful bid to commence no later than ten (10) calendar days from notification and must be completed as soon as possible with a maximum duration no later than fifteen (15) working days after commencement.

For contractors' information, normal start up is the third week in April (weather permitting.)

2) See attached tender Bid Form for estimated Kilometers in each Section. Kilometers provided are not guaranteed. Final payment will be for actual kilometers completed as directed.

3) All streets are to be swept clean of all sand, gravel, salt, silt, and debris to the satisfaction of the Township's representative.

4) In the event inspection indicates that any particular location has not been adequately cleaned, the entire area in question will be re-cleaned at the expense of the successful bidder. If obstructions are encountered during the sweeping operation such as parked vehicles, the contractor must notify the Township's representative immediately of this occurrence. The contractor will be obligated to return and sweep all areas that were missed once any obstructions are cleared.

5) Generally, no restrictions on hours of work.

6) The Township's representative will be notified immediately of any equipment breakdown and the estimated repair time. In the event that the breakdown is anticipated to be more than twenty-four hours, a substitute machine, of the same or superior design, will be provided and placed into service immediately by the successful bidder. If a substitute unit is not provided, the Township may obtain a unit from another source and all costs shall be borne by the Contractor.

7) Any damage to the successful bidder's equipment arising from operations under this Tender shall be repaired or replaced at the Contractor's expense.

- 8) The Township will assist in identifying dumping sites for each location.
- 9) No traveling time allowance will be paid to and from the successful bidder's yard and/or the area of operation under this tender.
- 10) Traffic Control will conform to the guidelines outlined in the Ontario Traffic Manual (OTM) Book #7, Temporary Conditions.
- 11) The Township's reserves the right to cancel the contract or any portion thereof if the service is not up to the standards required.
- 12) Contractor must have cellular communication.
- 13) The successful bidder's deposit will be held as a performance guarantee until completion of the contract.
- 14) The Contractor will pay to the Township's the sum of \$500 per day liquidated damages for each and every calendar day delay in finishing the work in excess of the number of working days prescribed.
- 15) Road widths may vary. It is the bidder's responsibility to review all roads identified for sweeping in this tender package prior to submitting a bid.

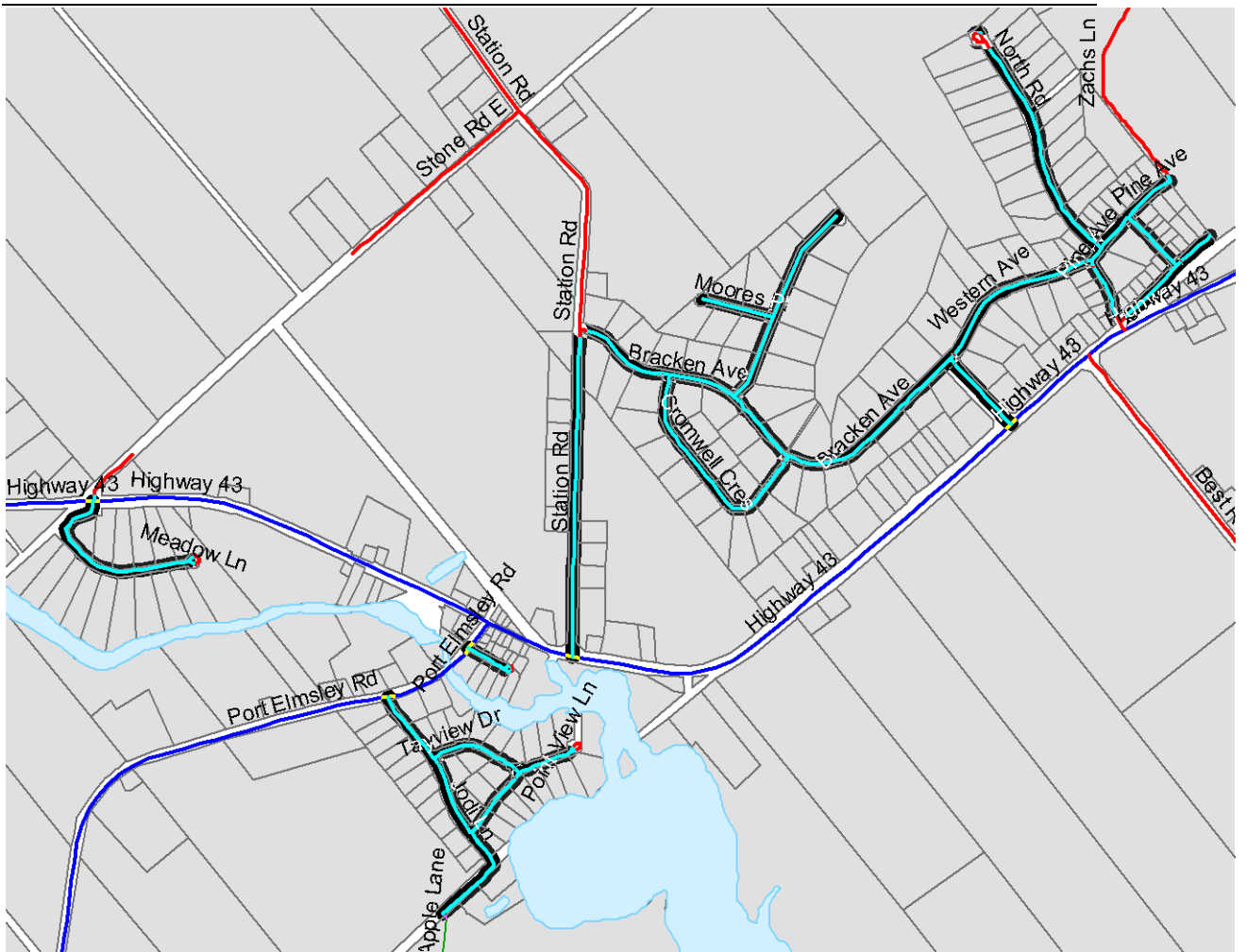
Equipment

The successful bidder can use a mechanical sweeper or equivalent for the first pass along any street. However, each subsequent pass shall be made using a regenerative sweeper.

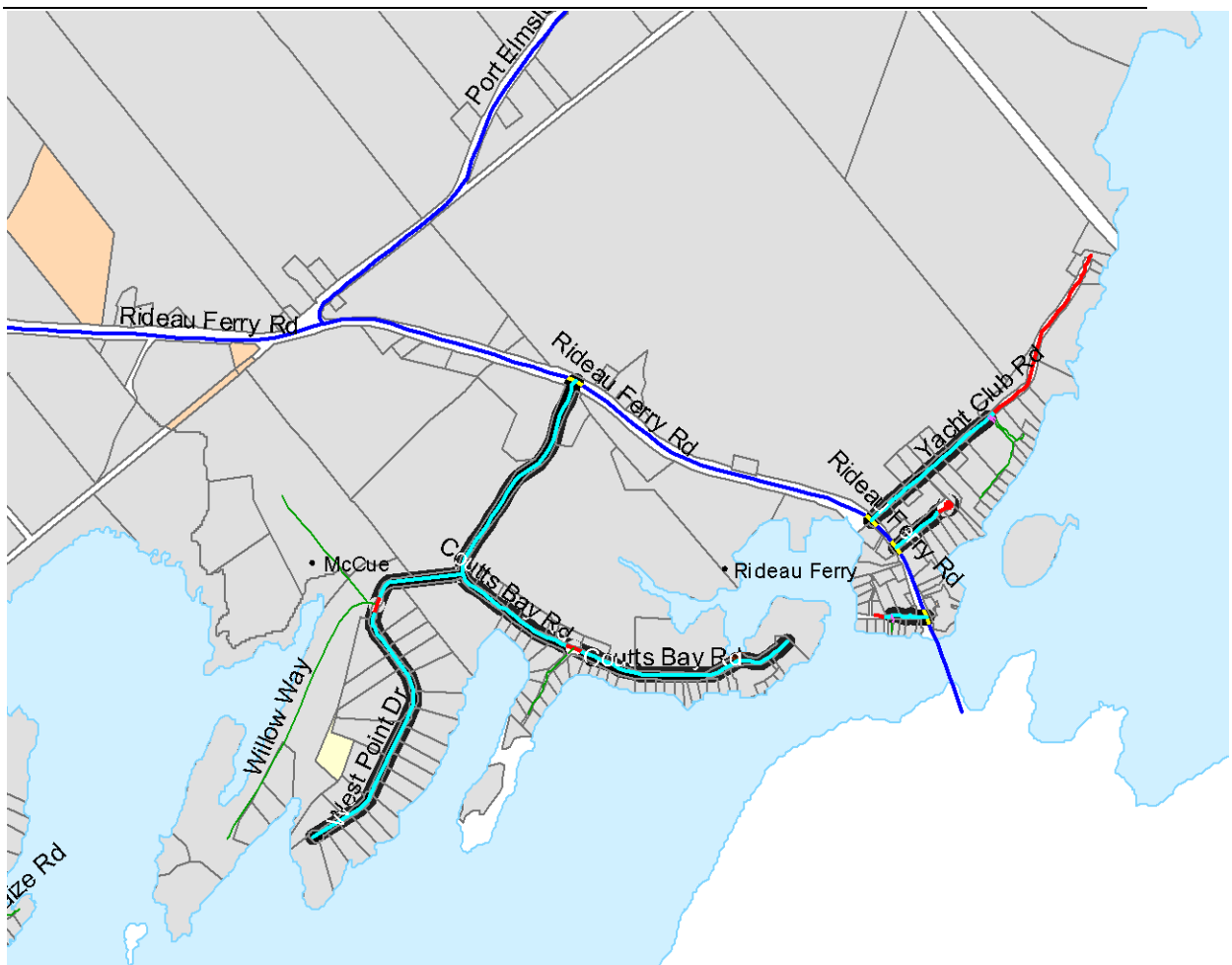
Schedule A: Roads for Sweeping

Area 1- Pines, Jodi Lane, Meadow Lane			
Record	ID	Meters	Km
1	Centre Dr	189.71	0.19
2	Pine Ave	151.18	0.15
3	North Rd	768.12	0.77
4	Moores Pl	206.36	0.21
5	Jodi Ln	306.36	0.31
6	Bracken Ave	226.59	0.23
7	Point View Ln	148.93	0.15
8	Bracken Ave	250.48	0.25
9	Meadow Ln	513.23	0.51
10	Tayview Dr	270.37	0.27
11	Bracken Ave	190.68	0.19
12	Sherwood St	112.93	0.11
13	Western Ave	515.98	0.52
14	Pine Ave	38.01	0.04
15	Bracken Ave	557.78	0.56
16	Captain Sherwood Dr	249.9	0.25
17	Station Rd	906.03	0.91
18	Duncan St	124.82	0.12
19	Bracken Ave	291.36	0.29
20	Pine Ave	192.47	0.19
21	Point View Ln	216.61	0.22
22	Pine Ave	117.64	0.12
23	Jodi Ln	236	0.24
24	Captain Sherwood Dr	337.24	0.34
25	Jodi Ln	212.56	0.21
26	Duncan St	222.08	0.22
27	Cromwell Cres	663.33	0.66
	Total	8216.74	8.22

Area 1- Pines, Jodi Lane, Meadow Lane



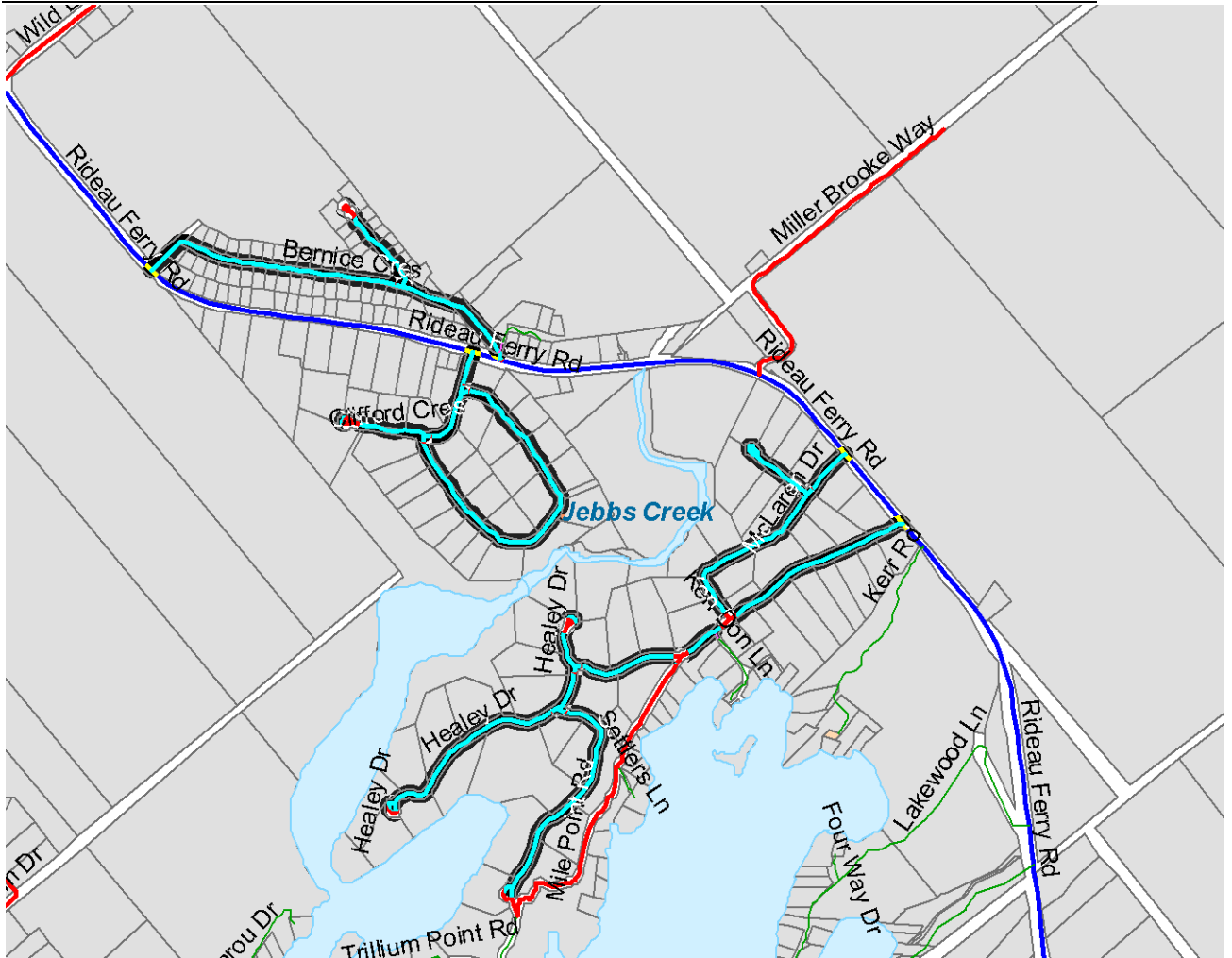
Area 2 – Rideau Ferry			
Record	ID	Meters	Km
1	Rosemac Dr	262.8	0.26
2	West Point Dr	320.71	0.32
3	Coutts Bay Rd	730.05	0.73
4	Coutts Bay Rd	731.65	0.73
5	West Point Dr	909.62	0.91
6	Coutts Bay Rd	435.13	0.44
7	Elizabeth Dr	108.38	0.11
8	Yacht Club Rd	499.44	0.5
	Total	3997.78	4



Drummond/North Elmsley Tender - Contract No. 2022-002

Area 3 – Chaloa Acres, Mile Point			
Record	ID	Meters	Km
1	Healey Dr	65.37	0.07
2	Healey Dr	119.52	0.12
3	Bernice Cres	307.98	0.31
4	Karen Ln	288.69	0.29
5	Bernice Cres	686.87	0.69
6	Healey Dr	107.42	0.11
7	Clifford Cres	107.12	0.11
8	Church Ave	615.35	0.62
9	Clifford Cres	252.96	0.25
10	Robert Run	955.12	0.96
11	Thompson Dr	289.69	0.29
12	Mile Point Rd	511.18	0.51
13	McLaren Dr	476.13	0.48
14	Mile Point Rd	105.17	0.11
15	Healey Dr	77.67	0.08
16	Barr Place	234.12	0.23
17	Clifford Cres	172.81	0.17
18	McLaren Dr	143.66	0.14
19	Healey Dr	522.27	0.52
	Total	6039.12	6.04

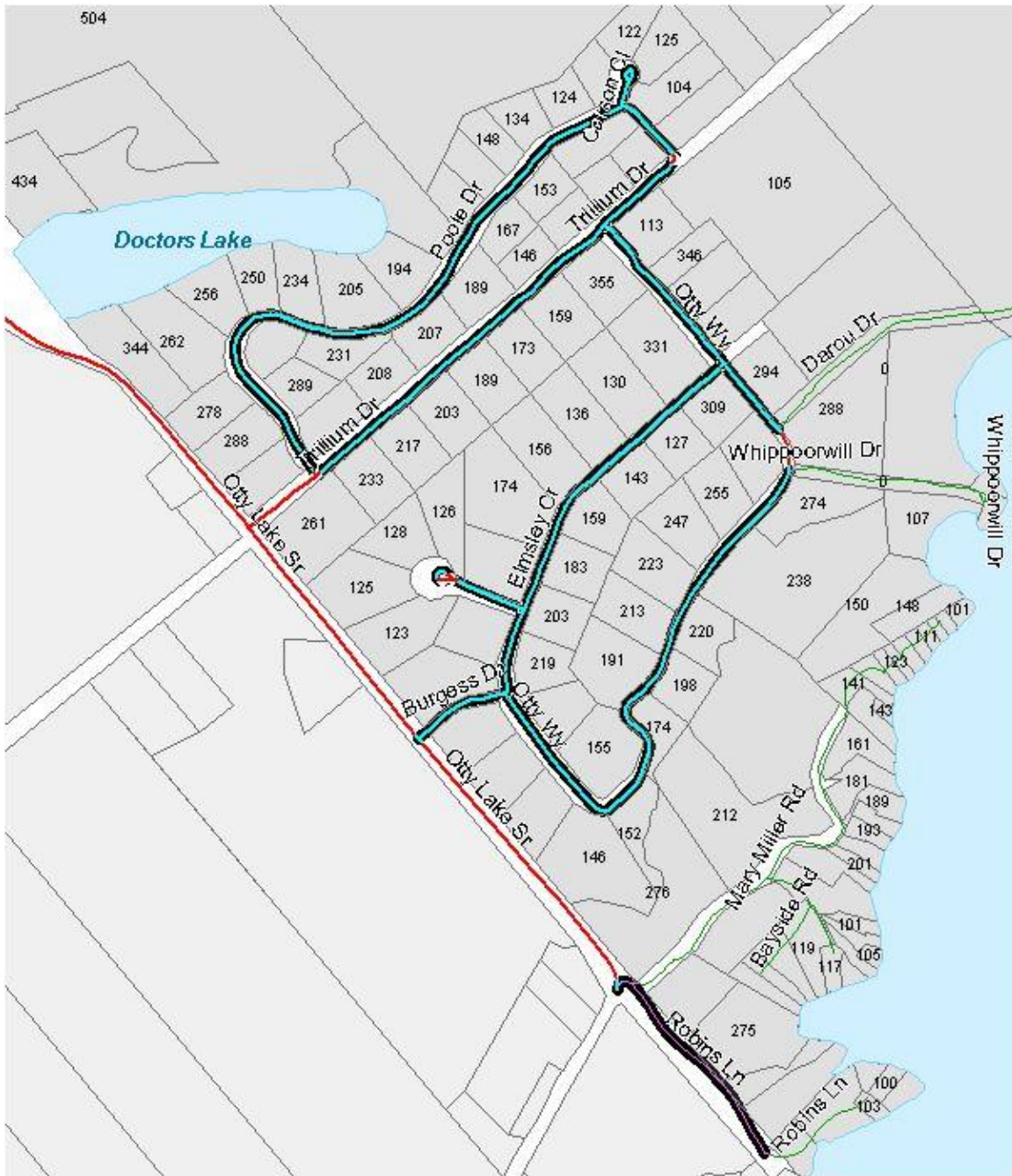
Area 3 – Chaloa Acres, Mile Point



Drummond/North Elmsley Tender - Contract No. 2022-002

Area 4 – Trillium Estates and Robins Lane			
Record	ID	Meters	Km
1	Elmsley Dr	137.38	0.14
2	Otty Way	128.19	0.13
3	Poole Dr	1006.12	1.01
4	Otty Way	883.85	0.88
5	Burgess Dr	152.24	0.15
6	Trillium Dr	147.29	0.15
7	Otty Way	71.05	0.07
8	Otty Way	280.2	0.28
9	Rideau Ct	178.6	0.18
10	Elmsley Cres	492.39	0.49
11	Trillium Dr	586.89	0.59
12	Carson Circle	84.98	0.08
13	Trillium Dr	132.2	0.13
14	Poole Dr	118.78	0.12
15	Robins Lane	350	0.35
	Total	4750.15	4.75

Area 4 – Trillium Estates and Robins Lane



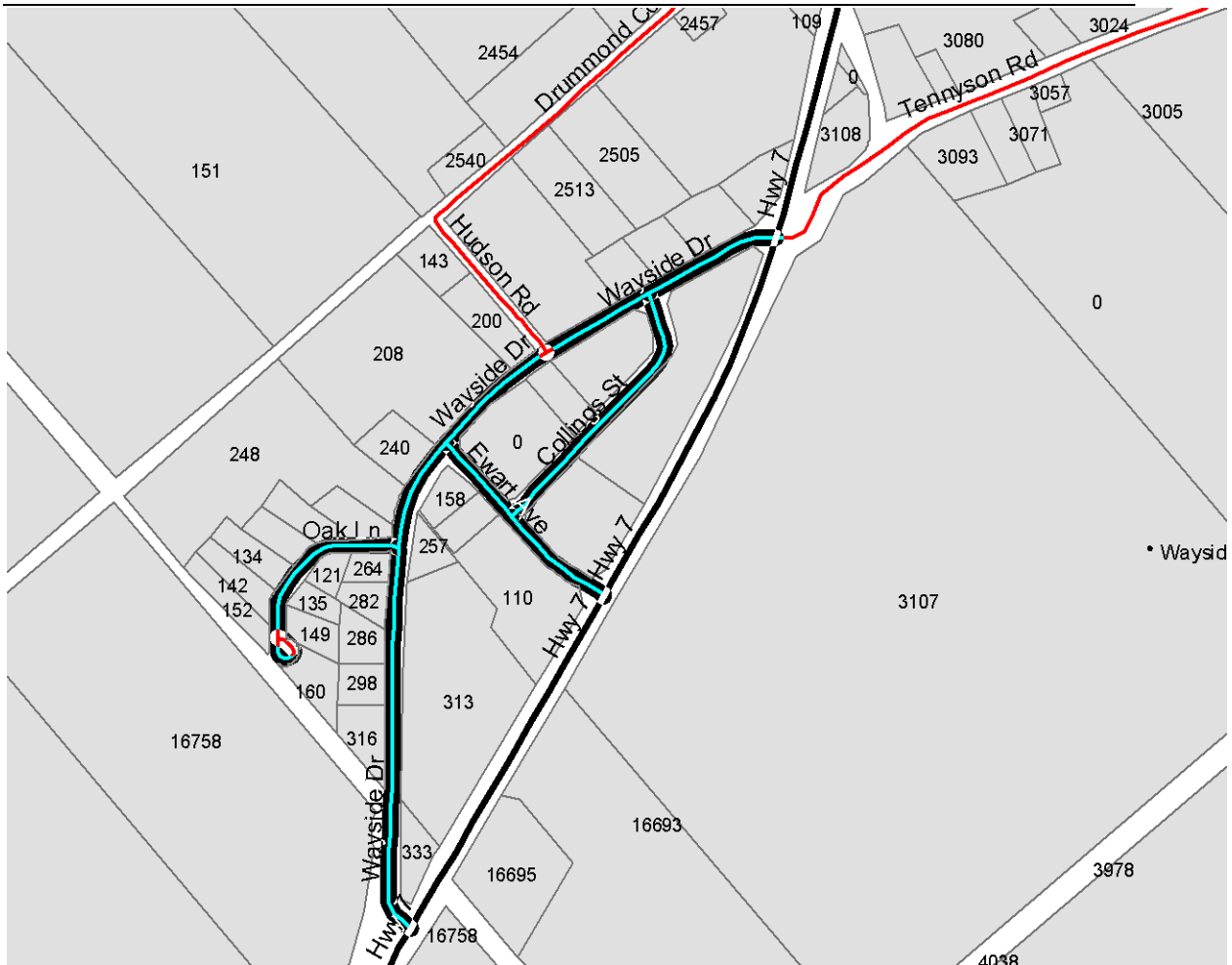
Drummond/North Elmsley Tender - Contract No. 2022-002

Area 5 – Dufferin Road			
Record	ID	Meters	Km
1	Morris Rd S	260.6	0.26
2	Dufferin Rd	292.27	0.29
3	Dufferin Rd	61.53	0.06
4	Dufferin Rd	720.53	0.72
5	Morris Rd S	94.35	0.09
6	Morris Rd S	27.43	0.03
7	Dufferin Rd	111.09	0.11
8	Dufferin Rd	44.6	0.04
9	Stamford Dr	364.49	0.36
	Total	1976.9	1.98

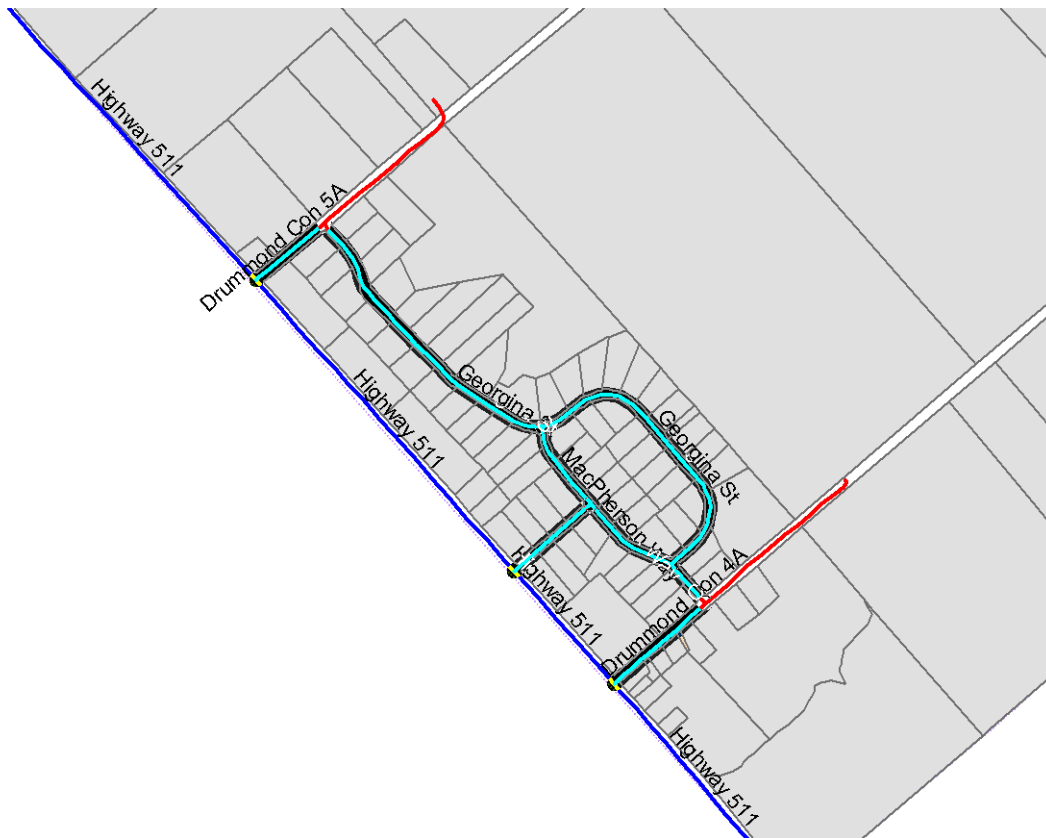


Drummond/North Elmsley Tender - Contract No. 2022-002

Area 6 – Wayside Drive			
Record	ID	Meters	Km
1	Wayside Dr	179.95	0.18
2	Collings St	431.59	0.43
3	Ewart Ave	149.05	0.15
4	Wayside Dr	588.91	0.59
5	Wayside Dr	204.9	0.2
6	Wayside Dr	176.93	0.18
7	Wayside Dr	215.8	0.22
8	Ewart Ave	184.98	0.18
9	Oak Ln	366.29	0.37
	Total	2498.4	2.5



Area 7 – Sheridan Estates			
Record	ID	Meters	Km
1	MacPherson Way	257.99	0.26
2	MacPherson Way	229.8	0.23
3	Drummond Con 5A	223.47	0.22
4	Drummond Con 4A	305.83	0.31
5	MacPherson Way	131.18	0.13
6	Georgina St	761.65	0.76
7	Georgina St	773.52	0.77
8	Crain Dr	255.46	0.26
	Total	2938.9	2.94



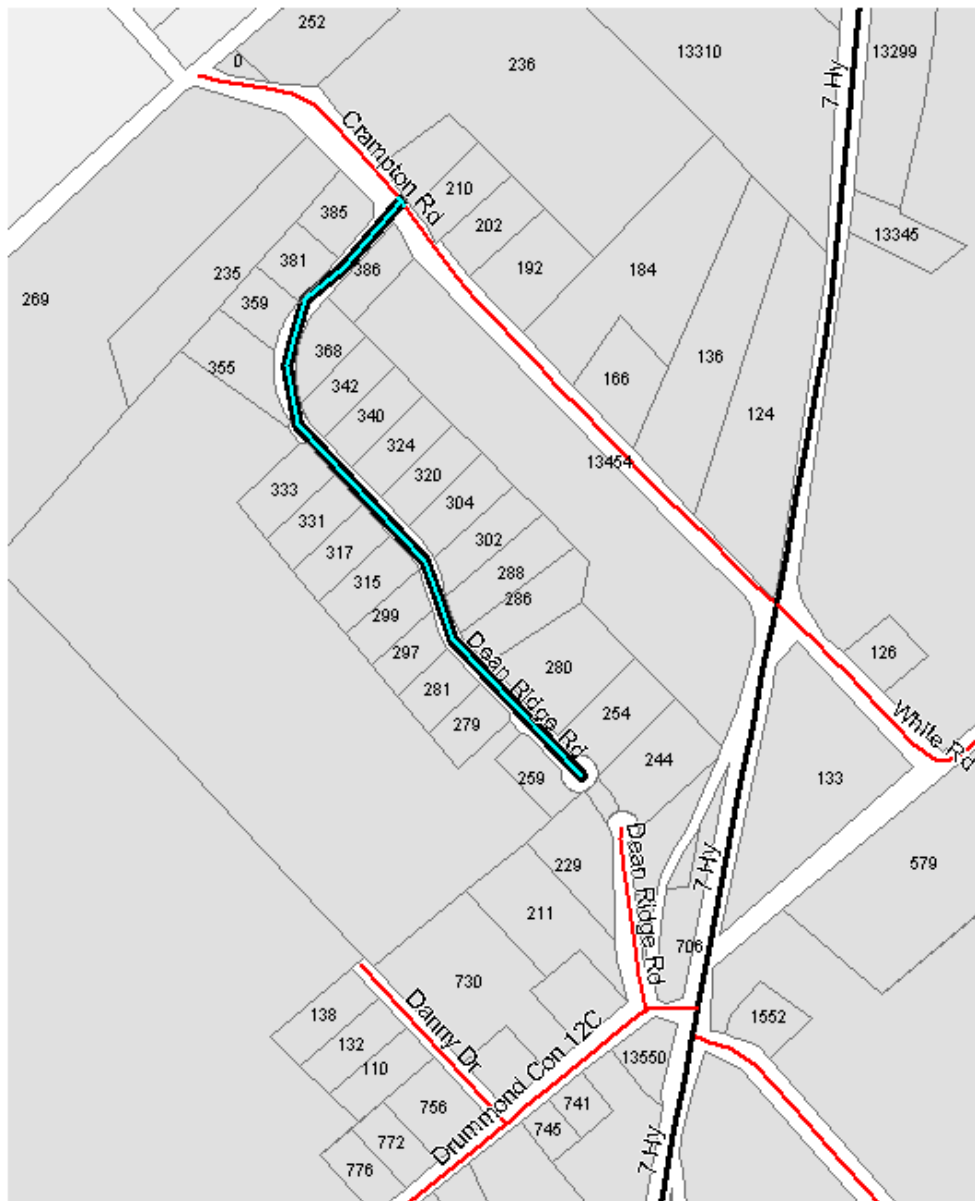
Drummond/North Elmsley Tender - Contract No. 2022-002

Area 8 - Balderson			
Record	ID	Meters	Km
1	Drummond Con 8A	345	0.35
	Total	345	0.35



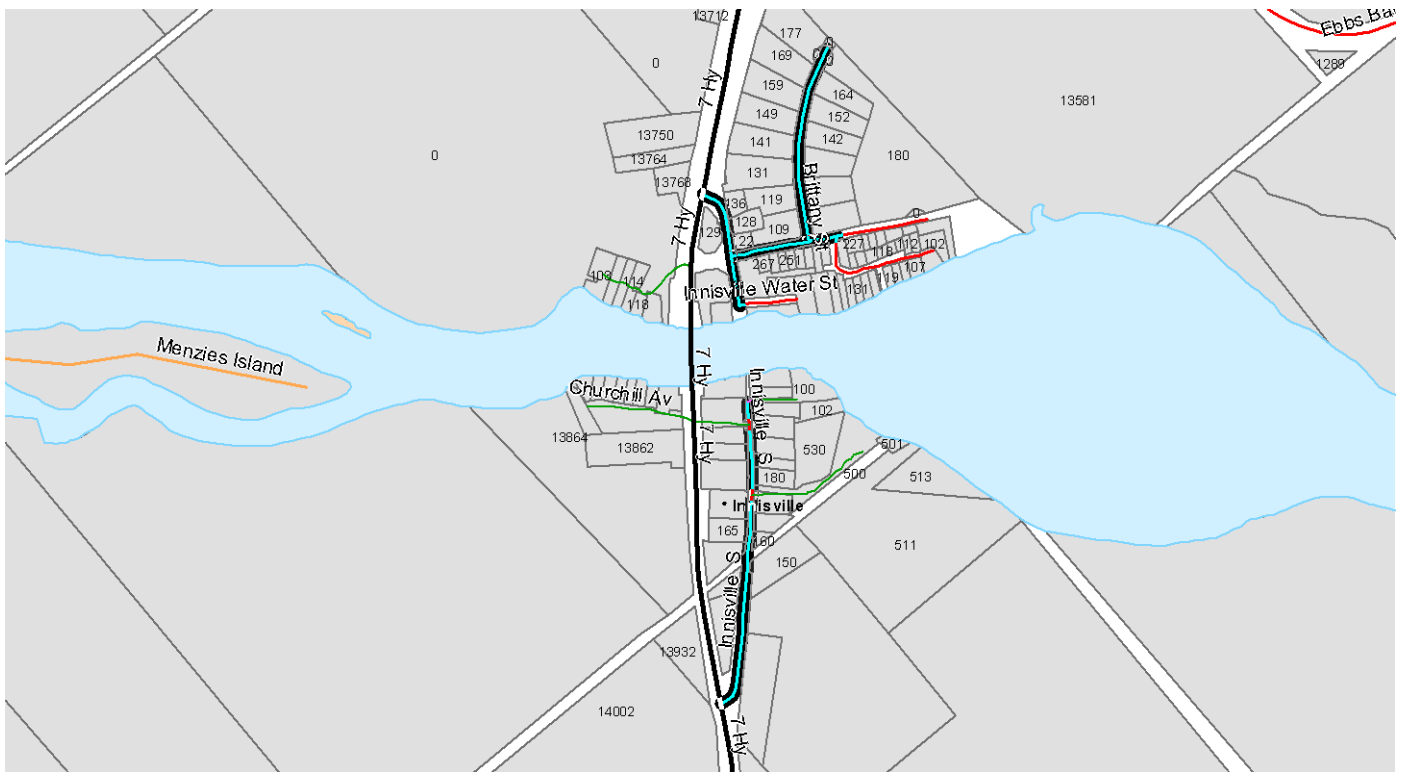
Drummond/North Elmsley Tender - Contract No. 2022-002

Area 9 – Dean Ridge Subdivision					
Record	Street Name	From	To	Metres	Km
1	Dean Ridge Road	Crampton Road	Cul-de-sac	796	0.8
	Total			796	0.8



Drummond/North Elmsley Tender - Contract No. 2022-002

Area 10 – Innisville					
Record	Street Name	From	To	Metres	Km
1	Innisville North	Hwy No.7	Innisville Water St.	225	0.23
2	Innisville Isabella St.	Innisville North	End of Asphalt	244	0.24
3	Brittany St.	Innisville Isabella St.	Cul-de-sac	356	0.36
4	Innisville South	Hwy No.7	Jackson Drive	570	0.57
	Total			1395	1.4



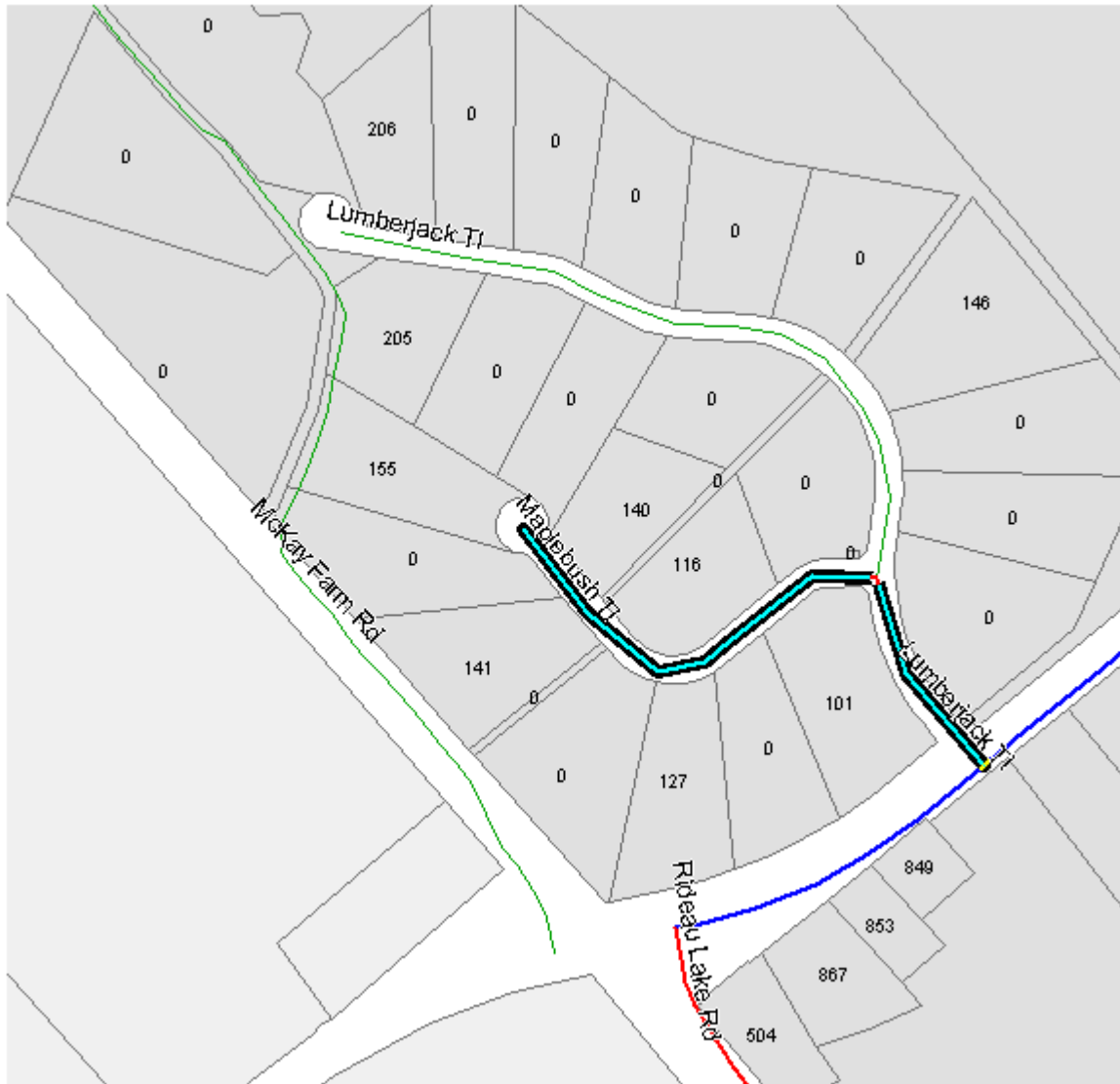
Drummond/North Elmsley Tender - Contract No. 2022-002

Area 11 – Fellingier’s Mills Subdivision					
Record	Street Name	From	To	Metres	Km
1	Daniel Crain Dr.	Drummond Conc 1	James Crain Dr.	625	0.63
	James Crain Dr	Daniel Crain Dr.	Leslie Crain Dr.	70	0.07
	Leslie Crain Dr.	James Crain Dr	Drummond Conc 2	744	0.75
	Total			1439	1.44

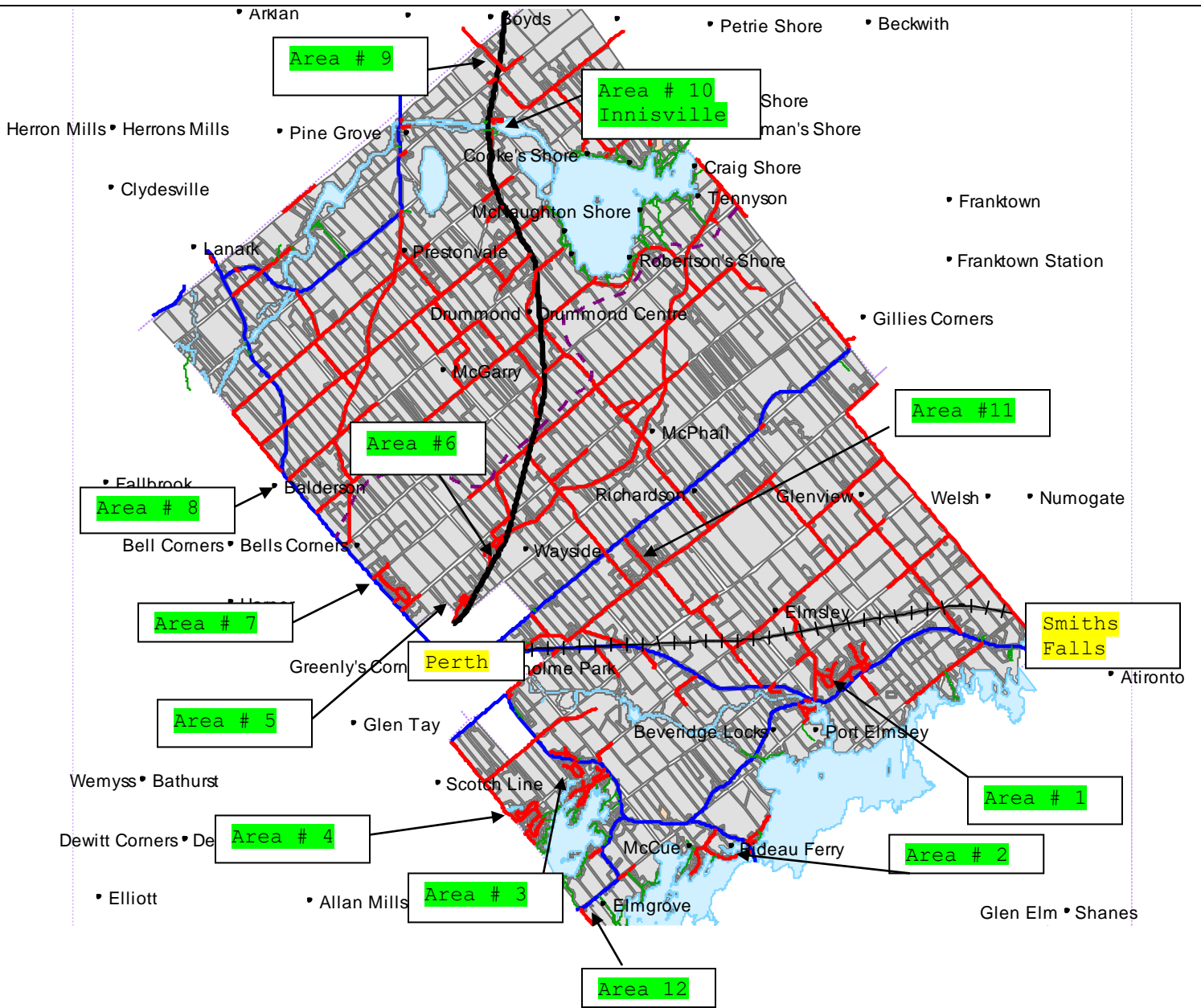


Drummond/North Elmsley Tender - Contract No. 2022-002

Area 12 – Lumberjack Trail & Maplebush Trail					
Record	Street Name	From	To	Metres	Km
1	Lumberjack Tr.	Elm Grove Rd	Maplebush Tr.	155	0.16
	Maplebush Tr.	Lumberjack Tr.	Cul-de-sac	320	0.32
	Total			475	0.48



Drummond/North Elmsley Tender - Contract No. 2022-002



Distance from Innisville to Rideau Ferry is approximately 30kms.
 Water pickup located approx. 10-minute drive from each area.
 All water pickup locations are lakes, creeks, streams, or ditches
 The Township will assist in finding dumping sites for each location.