



THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

**SEALED TENDER FOR THE
INSTALLATION OF
SIDEWALKS AND MOUNTABLE CURBS**

No. PWT2021-02

CLOSING AT 3:00 P.M., Wednesday March 24th, 2021

Received at the:
Champlain Township Administrative Office
Public Works Department
948 Pleasant Corner Road East
Vankleek Hill ON K0B 1R0

PART 1: GENERAL TERMS AND CONDITIONS

1. INVITATION

- a) The Township of Champlain is inviting Bids from qualified Contractors to provide goods and services with respect to the Work as described herein.
- b) All terms and conditions as per the Township's Procurement Policy (By-Law 2019-57) applies to this Bid Request and any resulting Contract. For reference, the procurement policy is available by contacting the Public Works Department Office at 613-678-2125 ext. 225.

2. DEFINITIONS

- a) In submitting a response to this Bid request, all Bidders specifically acknowledge having reviewed the definitions of all defined terms in the Township's Procurement Policy and the terms defined herein.
- b) Wherever the word "Corporation", "Authority", "Owner(s)" or "Township" appears in this Contract, it shall be interpreted as meaning the "Corporation of the Township of Champlain" or any participating municipalities under this Tender, or their designates.
- c) "Work" means any activity to accomplish the Services or to supply the Supplies as specified on the Bid Request document.
- d) "Contractor" shall be interpreted as the awarded bidder.
- e) Any reference in the Contract documents to Department of Highways, Ontario (D.H.O.) or Department of Transport (D.O.T.) or Department of Transportation and Communications (D.T.C.) or Ministry of Transportation and Communications (M.T.C.) shall be interpreted to refer to the Ministry of Transportation of Ontario.

3. QUERIES/ADDENDA

- a) All queries regarding all aspects of this Tender shall be addressed to the **Contracting Authority** shown below;

James McMahon
Director of Public Works
The Corporation of Champlain Township
948 Pleasant Corner Road East, Vankleek Hill ON K0B 1R0
Tel.: (613) 678-2125, ext. 225
E-mail: james.mcmahon@champlain.ca

- b) Inquiries must be received in writing (e-mail) no later than three (3) business days before date set for receipt of Bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during the Bidding period and no later than 24 hours in advance of tender close. All addenda become part of the Tender documents.

- c) Respondents are advised that all communications with the Township of Champlain related to this Tender during the Bidding process must be made directly and only with the Contracting Authority.
- d) The Contracting Authority shall only make official modifications to the Tender process, or to the actual "terms of reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.
- e) No officer, agent or employee of the Township of Champlain is authorized to alter orally any of this Tender Document. If it becomes necessary to revise, delete, substitute, or add to any part of the Tender document, a written addendum shall be issued. The Bidder must acknowledge reception of any addendum on the Bid form of this Tender document.
- f) The bidder must acknowledge reception of any addendum on the bid form of this tender document.

4. CONDITION OF SUBMISSION

- a) The correct Tender Form as supplied by the Township and any other required supporting documentation, must be used and in the possession of the **Township of Champlain** before **3:00 p.m.**, of the Tender Closing Date indicated on Page 1 of the Tender Document. Tenders shall be submitted in a sealed envelope clearly marked as to contents. **(PLEASE USE LABEL AT END OF DOCUMENT.)**
- b) Sealed Tender envelope shall include all addenda issued by the Township of Champlain, each duly signed by the Bidder.
- c) **Tender FORMS 1 through 7** included in this Tender document must be signed, sealed or witnessed and submitted with the Bid; otherwise, the Bid will be rejected.
- d) Tenders will be opened immediately following Tender closing, however not publicly due to COVID-19.
- e) Offers submitted after the above time shall be returned to Bidder unopened.
- f) Offers submitted by fax or email shall be rejected.
- g) The Tender must be legible, and all items must be bid with the unit prices for every item and other entries being fully clear. Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.
- h) The Bid must not be restricted by a statement added to the Tender Forms or a covering letter, or alterations to the Tender Form provided by the Township of Champlain.
- i) Adjustments by email or letter to a Tender already submitted will not be considered. A Bidder desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later Tender submission.

- j) Tenders must be submitted on the tender forms supplied and must be properly signed and witnessed or signed and sealed if the Bidder is a Corporation. If a joint Bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each Bidder is vested in one individual, he shall sign separately on behalf of each Bidder.
- k) Bidders must satisfy themselves by personal examination of the site and by such other means, as they may prefer, as to the actual conditions and requirements of the work.
- l) The estimate of quantities as shown in the Tender request shall be used as a basis of calculation upon which the award will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Township of Champlain. Therefore, the Township shall not be penalized if more or less than the estimated amount is used.
- m) Prices are to be in Canadian funds and are to be exclusive of HST, which is to be added and shown separately, as applicable, on the form supplied.

5. BID SUBMISSION

- a) Bidders shall be solely responsible for delivery of their Bids in manner and time prescribed.
- b) Submit one copy of executed offer on the Bidding Forms provided, signed and with corporate seal together with required security.
- c) Apply provided label to a large envelope and insert the following obligatory documents:
 - i) Tender Form 1 – Bidder Information
 - ii) Tender Form 2 – Specifications and Technical Data
 - iii) Tender Form 3 – Schedule of Prices
 - iv) Tender Form 4 – Letter of Intent
 - v) Tender Form 5 – Statement by Bidder
 - vi) Tender Form 6 - Declaration
 - vii) Tender Form 7 – Agreement to Bond
 - viii) Certified Cheque (Bid Deposit)
 - ix) Certificate of Insurance
 - x) WSIB Clearance Certificate (or provincial equivalent)
- d) Improperly completed information and missing documents mentioned above may at discretion of Owner, be declared informal.
- e) The Township of Champlain reserves the right to abandon, change or include all or any part of the work locations. Due to budget changes or restrictions, the Owner, or his Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work. In the case, of a reduction or alteration of the Work no compensation shall be made for profit or administrative fees to the Contractor.

6. EXAMINATION OF TENDER DOCUMENTS

- a) Each Bidder must carefully examine the Tender Document before submitting their Bid and must satisfy themselves by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. At any time after submission of their Bid, the Bidder shall not claim that there was any misunderstanding of the interpretation of the Bid Request for the purpose of this Tender Document.

7. OFFER ACCEPTANCE OR REJECTION

- a) The Bidder acknowledges that the Township shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Township in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Tender will not necessarily be accepted, and the Owner shall have the unfettered right to:
 - (i) Accept a non-compliant Tender;
 - (ii) Accept a Tender which is not the lowest Tender;
 - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received;
- b) The award of this Contract is subject to the approval of the Corporation of the Township of Champlain. The Township reserves the right to reject the Tender of any Bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the Work in the specified time should such evidence be requested. The Township does not guarantee quantities and reserve the right to cancel any project due to budget restrictions.
- c) Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, fail to include security deposit, bonding or insurance requirements, irregularities of any kind, or if all items included on the Form of Tender are not bid, may at discretion of the Township, be declared informal.
- d) Bids completed in pencil will be rejected.
- e) Bids with Bidding forms and enclosures which are improperly prepared may at the discretion of Owner, be declared informal.
- f) More than one Bid submission from an individual firm, partnership, corporation, or association under the same or different names shall not be considered. Collusion between Bidders shall be sufficient cause for rejection of all Bids so affected.
- g) The Township reserves the right to consider, during the evaluation of Tenders;
 - (i) information provided in the Tender document itself;
 - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
 - (iii) information received in response to enquiries made by the Township of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, past working experience, and/or with the Township and other municipalities and capabilities of the Bidder;
 - (iv) the manner in which the Bidder provides services to others;

- (v) the experience and qualification of the Bidder's senior management, and project management;
 - (vi) the compliance of the Bidder with the Township requirements and specifications;
 - (vii) innovative approaches proposed by the Bidder in the Tender; and,
 - (viii) The Township policies relating to Tendering and issuing Contracts to third parties.
- h) The Bidder acknowledges that the Township may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Tender, the Bidder acknowledges the Township rights under this Section and absolutely waives any right or cause of action against the Township and its consultants, by reason of the Township's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
- i) Bids shall remain valid and open for acceptance by the Township for a period of ninety (90) calendar days, following the due date for receipt of Bids. After this time, the Bid may only be accepted with the consent of the Successful Bidder.
- j) This Bid request is subject to a formal Contract being prepared and executed between the Successful Bidder and the Township or a Purchase Order (PO) being provided by the Township. When the Successful Bidder receives a Purchase Order, a legally binding Contract is formed between the two parties and the terms and conditions of the Contract will govern by this Tender Document, unless specified otherwise in the Purchase Order.
- k) The Corporation of the Township of Champlain reserves the right to award the Contract by option A or B at their sole discretion.
- l) This Request for Tender follows all terms and conditions as per The Corporation Procurement Policy. For reference, the procurement policy is available by contacting the Public Works Department at (613) 678-2125, ext. 225.

8. TENDER DEPOSIT

- a) The Tender must be accompanied by a **certified cheque (Bid Deposit)** made payable to the "Township of Champlain" and equal to or greater than ten percent (10%) of the total Contract Price **using Tender Option #1 of the Bid Form – Form 3**. All Bid Deposits shall be provided in Canadian currency.

It is noted that the Bid Deposit is a guarantee that the Contractor or Supplier will execute a Contract Agreement with the Township for the delivery of the services, material or equipment provided for in the applicable Tender Document.

- b) All Tender Deposits will be returned to the respective bidders within ten (10) days after Tenders have been opened except those two (2) low bidders which shall be retained by the Township until the successful bidder has executed the Contract Documents.

The certified cheque **of the successful Bidder** shall be retained by the Corporation of the Township of Champlain until the awarded contractor supplies a Performance Bond of 100% of the amount of Tender, issued by an approved Guaranty Company, or 100% of the amount of

Tender in cash or acceptable collateral must be furnished by the Contractor when the Contract is signed.

- c) The Party to whom the Contract is awarded shall be required to execute the Contract and furnish the required Bond **within fourteen (14) calendar days** from the date of mailing of the notice from the Director of Public Works to the Township, according to the address given by the Contractor. If the Bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Township in its Tender Documents within a delay of three (3) weeks after the date of the contract award, the Township, in its sole discretion, may cash any Bid Deposit cheque or act upon a Bid Bond in its possession relating to the specific Bid Request documents for default of the Bidder and the Township has full, unfettered rights to use the funds in its sole discretion and any Bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.
- d) If no contract is awarded, all Bid Deposits shall be returned within seven (7) business days of that documented decision.
- e) The Township does not pay any interest on any Bid Deposits. The Township is authorized to cash and deposit any Bid Deposits in its possession that is forfeited as a result of non-compliance with any of the terms, conditions and or specifications of a Bid.

9. NOTICES

- a) All notices or other communications required or to be given under the Agreement shall be given in writing and delivered personally or by nationally recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth in the Agreement. Notice shall be deemed given on the date of delivery in the case of personal delivery, on the date of delivery or refusal of delivery in the case of delivery by overnight courier, or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

10. TENDERER ABILITY AND EXPERIENCE

- a) No Tender shall be considered from any Bidder who is not known to be skilled and regularly engaged in Work of a character similar to that covered by Drawings and Specifications. Past Working experience with the Township (Owners) and other municipalities shall be taken into consideration. In order to aid the Township in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Township to do so, furnish evidence satisfactory to the Township as to the Bidder's experience and familiarity with Work of character specified and his financial ability to execute properly the proposed Work to completion within specified time.

11. AGREEMENT TO BOND

- a) Bidders must have the Agreement to Bond – Form 7 of this Tender Document or an acceptable alternative Agreement to Bond form completed by their Bonding Company and the same must be submitted with their Bid Submission in order to validate their Bid.

12. PERFORMANCE BOND

- a) A Performance Bond in the Amount equal to one hundred percent (100%) of the Tender total will be required on acceptance of the Contract. All Bonds must be signed originals and sealed. No faxes or photocopies shall be accepted.

13. PROTECTION – CONTRACTOR LIABILITY

- a) In the event that the Tender is accepted within the time provided and the Bidder's failure to fulfil any of the requirements stipulated herein, or, in the event of any purported withdrawal of the Tender within the time limit set forth, the damages sustained by the Corporation as a result of the Bidder's default, shall be assessed as being the difference between the amount of this Tender and the estimated cost to the Corporation of having the work done and materials supplied by any other means the Corporation judges appropriate.
- b) The Contractor shall take over and assume entire responsibility for the premises in so far as they may be affected by the scope of the Contract, maintain all existing protection and provide and maintain all additional protection necessary or as may be required by governing laws, rules, regulations and ordinances. All such protection shall be removed from the premises when directed.
- c) The Contractor shall indemnify and save harmless, the Township from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, its employees, officers or agents may suffer as the result of the negligence of the Contractor, their employees, officers or agents in the performance of the Contract.
- d) The Contractor shall be responsible for any loss or damages caused by them or their workers to the property of the Township and shall make good any loss, damage or injury arising from the work or its execution, without cost to the Township.
- e) The Contractor shall be responsible for all damages caused by themselves or their employees, agents or any works or persons employed by them, or under their control, or arising from the prosecution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used there on or therein, or which may happen by reason of their failure of the failure of those for whom the Contractor is responsible, to do or perform any or all or the several acts or things required to be done by them under the contract, and agrees to hold harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.
- f) The Contractor shall provide and maintain all legal or necessary guards, railings, lights or warning signs and take all necessary precautions during the execution of the Work to protect fully all persons from loss, damage or injury to their property, and will be held responsible for any loss, damage or injury, which may occur through the neglect, carelessness or incompetence of the Contractor or their employees.
- g) When the whole or part of the Work is suspended for any reason, the Contractor shall properly cover over, secure and protect such of their work as may be liable to damage or sustain injury from any cause.

14. LIABILITY INSURANCE

- a) Notwithstanding the provisions of this Contract and in addition hereto, the Contractor shall provide and maintain at their own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract.
- b) **The Tender submission shall include a certificate of insurance to produce evidence satisfactory to the Township. The policy must contain:**

Contractor's Pollution Liability

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

Contractor's Equipment Floater

The contractor shall provide and maintain coverage on all equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

1. Name the Owner as an additional insured
2. Cross-liability and severability of interest
3. Blanket Contractual
4. Products and Completed Operations
5. Premises and Operations Liability
6. Personal Injury Liability
7. Contingent Employers Liability
8. Work performed on Behalf of the Named Insured by Sub-Contractors
9. Broad Form Property Damage
10. Firefighting Expenses
11. Attached Machinery
12. 30 days' notice of cancellation

To achieve the desired limits, umbrella or excess liability insurance may be used.

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

A Certificate of Insurance must be posted 10 days before the work commences.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

Indemnification and Hold Harmless Clause

The Supplier shall defend, indemnify and save harmless the Corporation of The Township of Champlain its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify, and save harmless The Corporation of the Township of Champlain from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

Such insurance shall add the Corporation of the Township of Champlain as Additional Insured with respect to the operations of the Contractor.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the change or cancellation.

15. ASSIGNMENT OF SUB-CONTRACT

- a) The whole or any part of the Contract arising from this Tender shall not be assigned or sub-contracted without the specific written consent of the Township, and, if provided, such sub-contract shall incorporate all of the terms, conditions and liabilities that can reasonably be applied to the prime contract. If the Contractor assigns or sub-contracts without the Township's prior written approval, the Township reserves the right to terminate the Agreement in its sole discretion, in which the conditions of this Agreement as defined in Sections 21 & 22, or any other applicable section herein, shall apply.

16. THE OCCUPATIONAL HEALTH AND SAFETY ACT

- a) The Township is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises.

- b) The Contractor shall assume all responsibilities and obligations imposed upon the *Occupational Health and Safety Act*. In order to avoid any misunderstanding 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*, and amendments thereto.

17. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) AND WORKER RIGHTS

- a) The Tender submission shall include a current and valid WSIB Clearance Certificate (or other Provincial equivalent) to the satisfaction of the Township and have its validity updated as necessary.
- b) The Contractor shall ensure they retain WSIB coverage and are in good standing for the duration of the Contract. Prior to the release of any portion of the holdback, the Contractor shall provide to the Township of Champlain, a Clearance Certificate for the Workplace Safety and Insurance Board with the effective date following the completion of the Contract.
- c) The Contractor shall abide by the hours of Work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour and/or other appropriate legislation of the Province of Ontario, and/or the Government of Canada.
- d) The Contractor shall be responsible for and shall pay any dues and assessments payable under *The Workplace Safety & Insurance Act*, *The Unemployment Insurance Act* or any other *Act*, whether Provincial or Dominion in respect to all employees or operators. The Contractor shall, upon request, furnish the Corporation with satisfactory evidence that he has complied with the provisions of any such *Act*.

18. CONSTRUCTION SIGNS AND TRAFFIC CONTROL

- a) Signs shall be provided by the Contractor in accordance with the General Conditions of the Contract and shall be constructed in accordance with the Standards set out in the Manual published by the Ministry of Transportation of Ontario.
- b) Two appropriate advance warning signs, one at either end of the operation, shall be placed before work begins and shall be removed at the end of each working day.
- c) The Contractor is responsible for all traffic control crew, safety device, and signage, and must conform to Book 7 - Temporary Conditions, Ontario Traffic Manual. The Contractor shall supply the Township with a copy of their traffic control plan at a minimum of one (1) week prior to the start date of the scheduled Work.

19. CHANGE ORDERS

- a) If either party proposes that changes be made in the scope of Work or the Work Schedule, the Contractor shall submit a written change order request with the complete description of the proposed change, a statement of cost, revised Work Schedule impact, and any other information requested by the Township. The Contractor bears all risks of performing, and the

Township shall be under no obligation to pay for, any changed Work without prior written approval of the Township of the changes, which approval may be given or withheld at Township's sole discretion.

20. PAYMENTS TO CONTRACTORS

- a) For goods and or services satisfactorily rendered and upon receipt and approval of the invoice, the Township shall make payments to the Contractor as follows:
 - i. An invoice calculated by measurement of linear metre of sidewalks and curbs constructed shall be sent to the Township once the Work is completed.
 - ii. Harmonized sales tax (HST) must be shown separately on invoice.
 - iii. The invoice shall contain a line item indicating the 10% holdback amount. The 10% holdback on payment shall be paid as follows:
 - 7.5 % after the expiration of forty-five (45) calendar days from the date the entire Work is accepted by the Director of Public Works;
 - 2.5 % within seven (7) months of the date of final acceptance or at the discretion of the Director of Public Works.

21. TERMINATION

- a) The Township reserves the right to terminate the Agreement in its sole discretion at any time.
- b) In the event of default or failure of the Contractor to complete any of the requirements of this Agreement as stipulated herein or, in the event of any purported withdrawal of the Tender within the time limit set forth the Township at its sole discretion, may terminate this Agreement by providing a written Notice of Termination for Cause and be relieved of any further obligation to make payments for Work performed after the termination date. Additionally, the Township shall not be responsible for any additional fees, costs or expenses incurred by the Contractor in connection with its efforts to cure any such termination. In the event of any such termination, the cost incurred by the Township to take over and complete the Work on its own behalf, over and above the payments that would have been made to the Contractor to complete the Work had there been no termination for cause, shall be deducted from any sums due to the Contractor under the Agreement, and the balance, if any, shall be paid to the Township by the Contractor upon demand.
- c) In cases of repeated or persistent faulty work or performance on the part of the Contractor, and in cases where the Contractor becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the Township may, by notice in writing, terminate the contract (or parts thereof) on such day as they may set in the notice.

22. LIQUIDATED DAMAGES

- a) Time shall be the essence of this Agreement.

- b) It is agreed by the parties that the substantial completion of the construction and installation shall be **before September 30th, 2021**.
- c) If this time limit above specified is not sufficient to permit completion of the Work by the Contractor Working a normal number of hours each day/week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts shall be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work shall be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions shall be considered to be included in the prices Bid for the various items of Work and no additional compensation shall be allowed, therefore.

If the Contractor is delayed in the completion of the Work:

- (i) by reason of changes or alterations made under Section 18 of the General conditions;
- (ii) by reason of any breach of Contract or prevention by the Township, or other Contractor of the Township or any employee of any one of them;
- (iii) by reason of delay by the Township in issuing instruction or information or in delivering materials;
- (iv) by any other act or neglect of the Corporation or any other Contractor of the Township or any employee of any one of them;
- (v) for any cause beyond the reasonable control of the Contractor;
- (vi) by acts of God, or of the Public Enemy, Acts of the Province of any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes the time of completion shall be extended in writing at any time on such terms and for such period and shall be determined by the Director of Public Works, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time as herein provided shall be made to the Township in writing at least fifteen (15) days prior to the date of completion fixed by the Contract. All Bonds or other surety furnished to the Township by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Township with evidence of such amendment of the Bonds 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 of 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 any action consequent upon the act, default, breach, neglect, delay, 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 happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the Work under an extension of time granted by the Director of

Public Works.

- d) 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 date of completion specified damages shall be sustained by the Township, and that it is and shall be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation shall sustain in the event or and by reason of such delay and the parties hereto agree that the Contractor shall pay to the Township the sum of two hundred dollars (\$200.00) per day for liquidated damages for each and every calendar days delay in finishing the Work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the Township which shall accrue during the period in excess of the prescribed date of completion.

The Township may deduct any amount 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 remedy, action or other alternative that may be available to the Township.

23. THIRD PARTY CLAIMS

- a) The Township shall have the right to retain, out of any monies payable by the Township to the Contractor under this Contract, the total amount outstanding from time to time of all damage claims by third parties arising out of this Contract which have not been settled by the Contractor or their insurers. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from him or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

24. GOVERNMENTAL REQUIREMENTS

- a) The Successful Bidder shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations and By-Laws, which in any way pertain to the Work outlined in the Tender Document or to the Employees of the Successful Bidder.

25. THE AGGREGATE RESOURCES ACT

- a) *The Aggregate Resources Act*, Chapter A.8, RSO 1990 including amendments and regulations thereto with respect to rehabilitation shall be complied with.

PART 2: SCOPE OF THE WORK

1. SCOPE OF THE WORK

- a) The scope of the Work and the Work deemed to be included in the unit Bid price shall be as follows for both OPTION 1 and OPTION 2 as described in the BID FORM - FORM 3:

ITEM A – DESCRIPTION OF THE WORK FOR SIDEWALKS

- (i) The Township shall provide the sidewalk locations and the required elevation (grade).
- (ii) The Contractor shall be responsible to excavate material to the required final grade after the removal of the existing sidewalk.
- (iii) The Township shall supply at its cost all granular “A” material to site as requested by the Contractor.
- (iv) The Contractor shall place a minimum of 200 mm of granular “A” bedding compacted to 100% S.P.D.
- (v) The Contractor must use wire mesh in all entranceways.
- (vi) The sidewalk is to match existent sidewalk and includes monolithic sidewalk. See attached appendices.
- (vii) The Contractor is to supply forms and place concrete (M.T.O. mix) as specified below. Fly ash shall not be accepted in the mix. The Contractor is to provide the Director of Public Works with the mix design prior to placing any concrete, as per O.P.S.S. Form 904 (including any amendments thereto).

COMPRESSIVE STRENGTH	30 MPA minimum
CEMENT CONTENT	385 kg per minimum per c.m.
COARSE AGGREGATE	19 mm maximum
WATER/CEMENT RATIO	0.43 maximum
SLUMP	70 mm +/- 20
AIR CONTENT	7% +/- 1.5%

See attached Typical Section Diagram (Page 26), and Longitudinal Section Diagram (Page 27).

ITEM B – DESCRIPTION OF THE WORK FOR MOUNTABLE BARRIER CURBS WITH STANDARD GUTTER:

- (i) The Township shall provide the curb locations and required elevation (grade).
- (ii) The Contractor shall be responsible to excavate material to the required final grade after the removal of the existing curb.

- (iii) The Township shall supply at its cost all granular "A" material to site as requested by the Contractor.
- (iv) The Contractor shall place a minimum of 200 mm of granular "A" bedding compacted to 100% S.P.D.
- (v) The Contractor shall supply forms and place concrete (MTO mix) as specified below. Fly ash shall not be accepted in the mix. The Contractor must provide the Director of Public Works with the mix design prior to placing any concrete as per O.P.S.S. 904 (or any amendments thereto).

COMPRESSIVE STRENGTH	30 MPA minimum
CEMENT CONTENT	385 kg minimum per cubic metre
COARSE AGGREGATE	19 mm maximum
WATER/CEMENT RATION	0.43 maximum
SLUMP	60 mm +/- 10*
AIR CONTENT	7% +/-1.5%

For curb machine, slump shall be 35 mm +/- 10 mm

See attached **Concrete Mountable Curb Drawing** (Page 28).

Note: There are various curb design types throughout Township. Once exact locations for construction are determined, the Township shall provide you with the exact OPSS diagrams that are to be followed.

- b) At no time shall water be added to the concrete on site. Concrete which is unworkable or that is too stiff to produce a satisfactory product is to be discarded.
- c) Application of curing compound shall be strictly enforced. Curing compound must meet the requirements of O.P.S.S. 1315 (or any amendments thereto) and be applied at a rate of not less than 1 litre per 5 square metres of exposed surface.
- d) The Township shall complete sod restoration and pave at Township cost once new sidewalk and or curb is completed.
- e) The Director of Public Works or designate must be on site at all times.
- f) The Contractor shall be responsible for all locates and precautions of any utilities.
- g) The Township shall place all backfill behind the new sidewalks and or mountable barrier curbs.
- h) No excavated material shall be placed outside the Work area causing extra restoration. Extra restoration caused by such practice shall be repaired by the Contractor at no extra cost to the Township.
- i) During excavation, extreme care shall be taken around trees. Where roots and/or limbs are in conflict with the sidewalk, curb and gutter, they shall be removed. They shall be cut by

suitable means to obtain a sharp clean perfect edge in straight alignment. This shall be included in the unit price.

- j) The Contractor shall erect and remove all form Work. The forms must be of good condition and clean of all foreign materials before using.
- k) During hot weather, the Contractor must cool down the forms and aggregate as outlined in O.P.S.S. 904 (or any amendments thereto).
- l) Coarse aggregate for concrete must be non-reactive and non-expansive material.
- m) The Contractor shall ensure that supervision is available until concrete sets. All defaced concrete must be removed and replaced by Contractor at the Contractor's expense.
- n) All equipment necessary for the proper completion of the Work shall be supplied by the Contractor and the payment provided in the Contract shall be deemed to include full compensation for the supply of such material and equipment.
- o) Time shall be the essence of this Agreement.
- p) The Contractor shall submit a schedule of work within ten (10) days of being notified that the Contract has been awarded.
- q) Once the Contract has been awarded, the Contractor shall make arrangements with the Township for Work scheduling. Two (2) weeks advance notice shall be required due to the Township's vacation scheduling requirements.

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

PART 3: QUOTATION FORMS

BIDDER INFORMATION - FORM 1

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

NAME OF FIRM OR INDIVIDUAL (CONTRACTOR)

ADDRESS

TELEPHONE NUMBER

EMAIL

WSIB ACCOUNT No.

HST No.

NAME OF THE PERSON SIGNING FOR FIRM

POSITION OF PERSON SIGNING FOR FIRM

**TENDER FOR: THE INSTALLATION OF SIDEWALKS AND MOUNTABLE
CURBS**

James McMahon, CRS
Director of Public Works
948 Pleasant Corner Road East
Vankleek Hill ON
K0B 1R0

613-678-2125 ext. 225

james.mcmahon@champlain.ca

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

SPECIFICATIONS AND TECHNICAL DATA - FORM 2

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

Installation of Sidewalks and Mountable Curbs			
ITEM	DESCRIPTION	LENGTH (linear meters)	AVERAGE WIDTH
A	SIDEWALKS - Various Locations in Vankleek Hill and L'Orignal	500 m +/-	1.52 m +/-
B	MOUNTABLE BARRIER CURB WITH STANDARD GUTTER - Various locations in Vankleek Hill and L'Orignal	100 m +/-	n/a
1) Spec. O.P.S.S. Form 353, 904, 1350 and CC-102 2) Spec. O.P.S.S Form 100, April 2010 3) Spec. O.P.S.S. OPSD 310.010 Concrete Sidewalk 4) Spec. O.P.S.S. OPSD 310.050 Concrete Sidewalk Driveway Entrance Details 5) Spec. O.P.S.S. OPSD 600.040 Concrete Barrier Curb with Standard Gutter **or any amendments thereto**			

1. The above Bid qualification specifications (FORM 2) must be met in order to submit a Bid.
2. Bids that do not comply with the specification may be rejected at the discretion of the Township of Champlain.

Print Name

Position

Signature

Date

Witness (signature)

Witness (print)

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

SCHEDULE OF PRICES - FORM 3

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

TENDER OPTION # 1 - REMOVAL OF EXISTING SIDEWALK AND / OR CURB BY CONTRACTOR

- 1) The Contractor shall make saw cut, excavate and remove existing sidewalk and or curb.
- 2) The Contractor shall supply backhoe for removal of existing sidewalk and or curb.
- 3) The Township shall supply trucks and dispose of all material.

<u>OPTION # 1 : Must be completed</u>				
(see pages 15, 16 & 17 of the Tender document for option details)				
ITEM	DESCRIPTION	LENGTH (estimated)	\$ UNIT PRICE / LINEAR METRE (complete all spaces)	BID AMOUNT (length x \$/lm)
A	Sidewalk Construction (existing removed by Contractor)	500 m +/-	\$ _____	\$ _____
B	Mountable Barrier Curb (existing removed by Contractor)	100 m +/-	\$ _____	\$ _____
TOTAL CONTRACT PRICE (excluding all applicable taxes)				\$ _____

TENDER OPTION # 2 - REMOVAL OF EXISTING SIDEWALK AND / OR CURB BY TOWNSHIP

- 1) The Township shall make saw cut, excavate and remove existing sidewalk and or curb.
- 2) The Township shall supply all equipment (trucks, backhoe, etc.) to remove and dispose of all material from sidewalk and or curb removal.

<u>OPTION # 2 : Must be completed</u>				
(see pages 15, 16 & 17 of the Tender document for option details)				
ITEM	DESCRIPTION	LENGTH (estimated)	\$ UNIT PRICE / LINEAR METRE (complete all spaces)	BID AMOUNT (length x \$/lm)
A	Sidewalk Construction (existing removed by Township)	500 m +/-	\$ _____	\$ _____
B	Mountable Barrier Curb (existing removed by Township)	100 m +/-	\$ _____	\$ _____
TOTAL CONTRACT PRICE (excluding all applicable taxes)				\$ _____

SPECIAL NOTE: The Contract shall be awarded based on the TOTAL CONTRACT PRICE on either OPTION # 1 OR OPTION # 2. Therefore, Tenderer must Bid on all items for OPTION # 1 AND OPTION # 2 in order to be eligible for consideration.

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

BID FORM – FORM 3 continued

I/We, the undersigned, agree (*upon acceptance by the Township of Champlain*) to perform the Work at the price shown above and to fulfill the Contract in accordance with the requirements of this Request for Tender.

BID PRICE

Having examined the Tender Documents, estimated quantities and Addenda, I hereby offer to enter into a Contract to perform the Work required in the Tender Document for the price of:

ITEM A & B OPTION 1: \$ _____ in Canadian funds
\$ _____ Harmonized Sales Tax (HST 13%)
\$ _____ **Total OPTION 1**

ITEM A & B OPTION 2: \$ _____ in Canadian funds
\$ _____ Harmonized Sales Tax (HST 13%)
\$ _____ **Total OPTION 2**

Guaranteed Work completion date (DD/MM/YYYY): _____

Dated at _____ this _____ day of _____, 2021.

Print Name

Signature

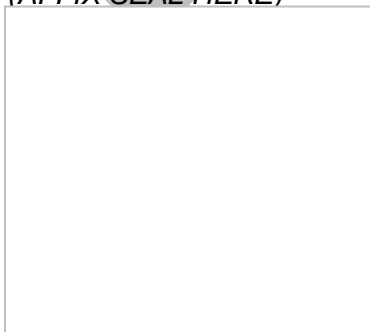
Witness (print)

Signature

Witness (signature)

Witness (print)

(AFFIX SEAL HERE)



COMPANY

POSITION OF SIGNING AUTHORITY

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

LETTER OF INTENT - FORM 4

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

To the Mayor and Members of Municipal Council
Corporation of the Township of Champlain

I/We, the undersigned, having carefully examined the scope of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions attached hereto, each and all of which forms part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in the attached Schedule of Prices, which forms part of this tender.

Attached to this Tender is a Security Deposit for the sum of \$_____ which is in accordance with the tender requirements (10% of Bid price, not including Harmonized sales tax, HST) and is made payable to the Township of Champlain.

The Bidder agrees that if they withdraw this Tender before the Corporation of the Township of Champlain shall have considered the Tenders and awarded the Contract in respect thereof, at any time not later than thirty (30) days after the Tender closing date, the amount of the certified cheque referred to above shall be forfeited to the Corporation.

Yours truly,

Dated at _____ this _____ day of _____ 2021.

NAME OF BIDDER (print)

NAME OF WITNESS (print)

SIGNATURE OF BIDDER

SIGNATURE OF WITNESS

POSITION OF PERSON SIGNING FOR FIRM

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

STATEMENT BY BIDDER - FORM 5

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

BID DOCUMENT NAME: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

BID DOCUMENT #: PWT2021-02

- 1) I/We have reviewed all terms and conditions of all forms included as part of this Bid package and in the Champlain Township's Procurement Policy (By-law no. 2019-57).
- 2) I/We have read and understand all terms and conditions of all forms included as part of the Bid package as well as in the Township's Procurement Policy (By-law no. 2019-57).
- 3) I/We understand that if our Bid is chosen, all requirements of the successful Bidder as outlined in this Tender Document as well as in the Township's Procurement Policy (By-law no. 2019-57) shall be completed by the time and in the format required.

Dated at _____ this _____ day of _____ 2021.

Witness

Signature of Authorized Person and
Corporate seal (if a Corporation)

Position

Signature (if an individual – not a
corporation)

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

DECLARATION - FORM 6

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

The Bidder declares that:

- a) No persons, other than the Bidder, has any interest in this Tender or in the Contract proposed to be entered into;
- b) This Tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons, making a Tender for the same work, and is in all respect fair and without collusion or fraud;
- c) The several matters stated in the said Tender are in all respect true.

If this Tender is accepted, the Bidder agrees to furnish an approved surety for the proper fulfilment of the Contract as required and to execute the agreement to bond, in triplicate, within fourteen (14) days after being notified to do so by the Township. In the event of default or failure on the Bidder's part to do so, the Bidder agrees that the Township shall be at liberty to retain money deposited by the Bidder to the use of the Township, and to accept the next lowest or any Tender, or to advertise for new Tenders, or to carry out the works in any other way it may deem best and the Bidder also agrees to pay the Township the difference between this Tender any greater sum which the Corporation may expend or incur by reason of such default or failure or by reason of such action on the part of the Township, including the cost of advertisement for new Tenders and to indemnify and save harmless the Township and its officers and servant from all loss, damage, cost, charges and expenses which it or they may suffer or be put to by reason of any such default or failure.

The Bidder agrees that the awarding of this Contract, based on this Tender, by the Municipal Council of the Township of Champlain shall be an acceptance of this Tender.

The "Agreement to Bond" of the _____ Company, company lawfully doing business in the Province of Ontario, to furnish a Performance Bond equal to 100% of the Contract Price, if this Tender is accepted, is enclosed herewith.

Dated at _____ this _____ day of _____, 2021

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

NOTE: If the Tender is submitted by or on behalf of a Corporation, it must be signed in the name of such Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of any individual or partnership, a seal must be affixed opposite the signature of the individual or the partner.

Tender No: PWT2021-02

Description: Sealed Tender for the Installation of Sidewalks and Mountable Curbs

Issue Date: March 8th, 2021

AGREEMENT TO BOND - FORM 7

Quotation No: PWT2021-02

Description: Tender for Sidewalks and Mountable Curbs

Date Issued: March 8th, 2021

We, the undersigned, hereby agree to become bound as Surety for

(Name of Tenderer)

in a Bond totalling One Hundred Per Cent (100%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein, if the **Tender for the Installation of Sidewalks & Mountable Curbs PWT2021-02** is accepted by the Township.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond must be completed with the undersigned within fourteen (14) days of acceptance of the Tender related hereto, otherwise this Agreement may become null and void at the completed discretion of the Township.

Dated the _____ day of _____, 2021.

(COMPANY SEAL)

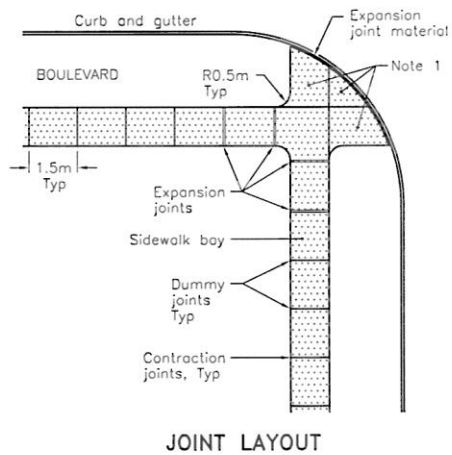
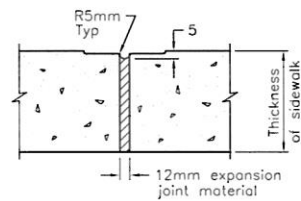
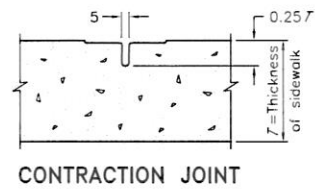
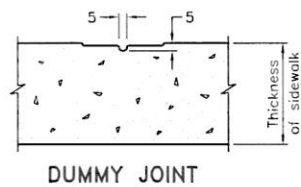
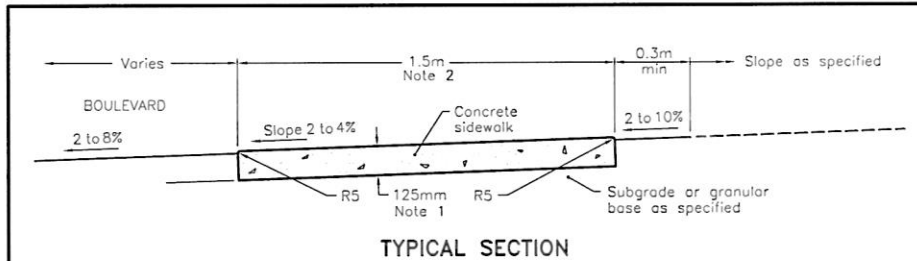
Name of Bonding Company

Signature of Authorized Person
Signing for Company

Position

This form or one similar acceptable to the Township shall be used.

Appendix A - Sidewalk Typical Section Diagram (or any amendments thereto)

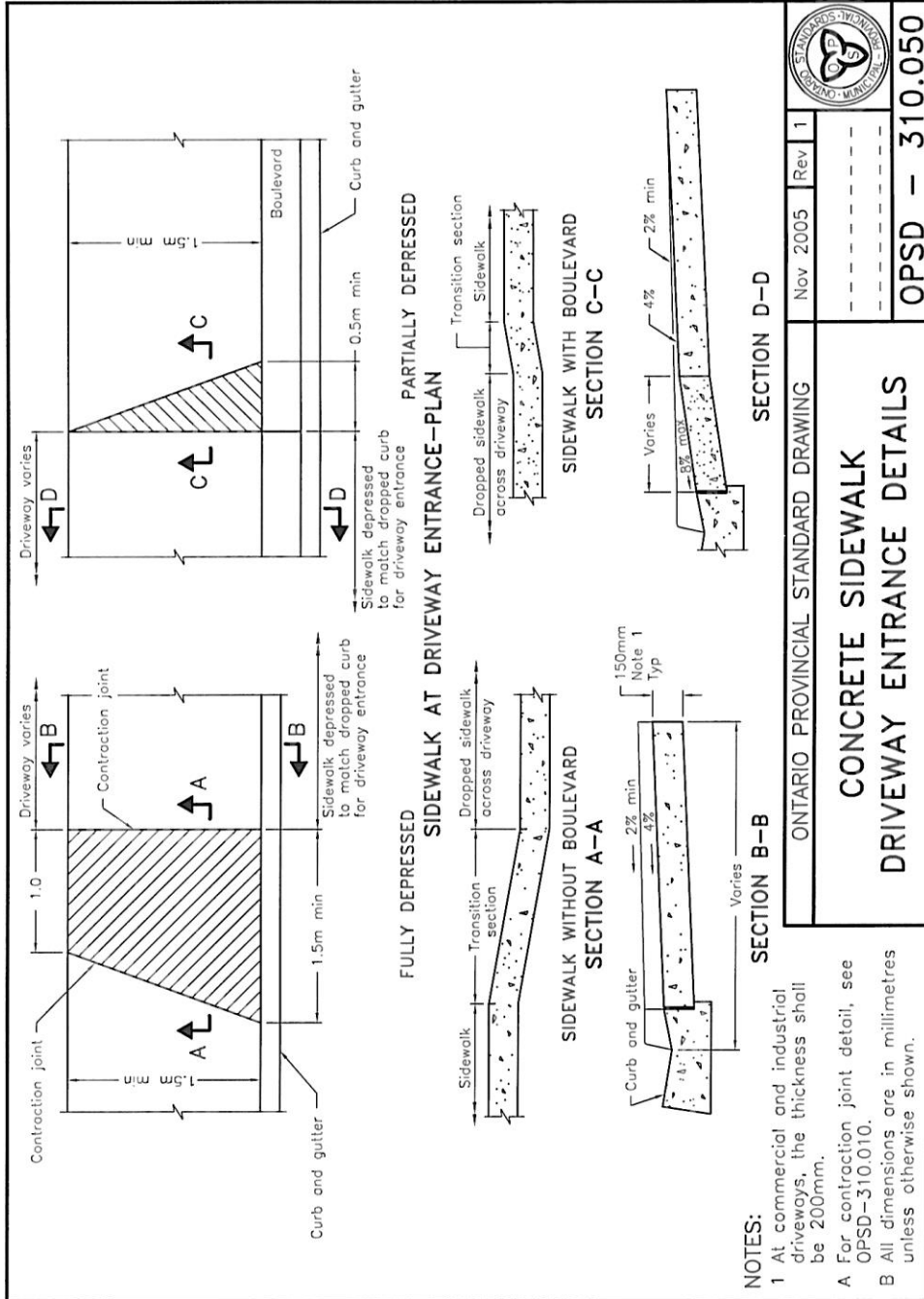


NOTES:

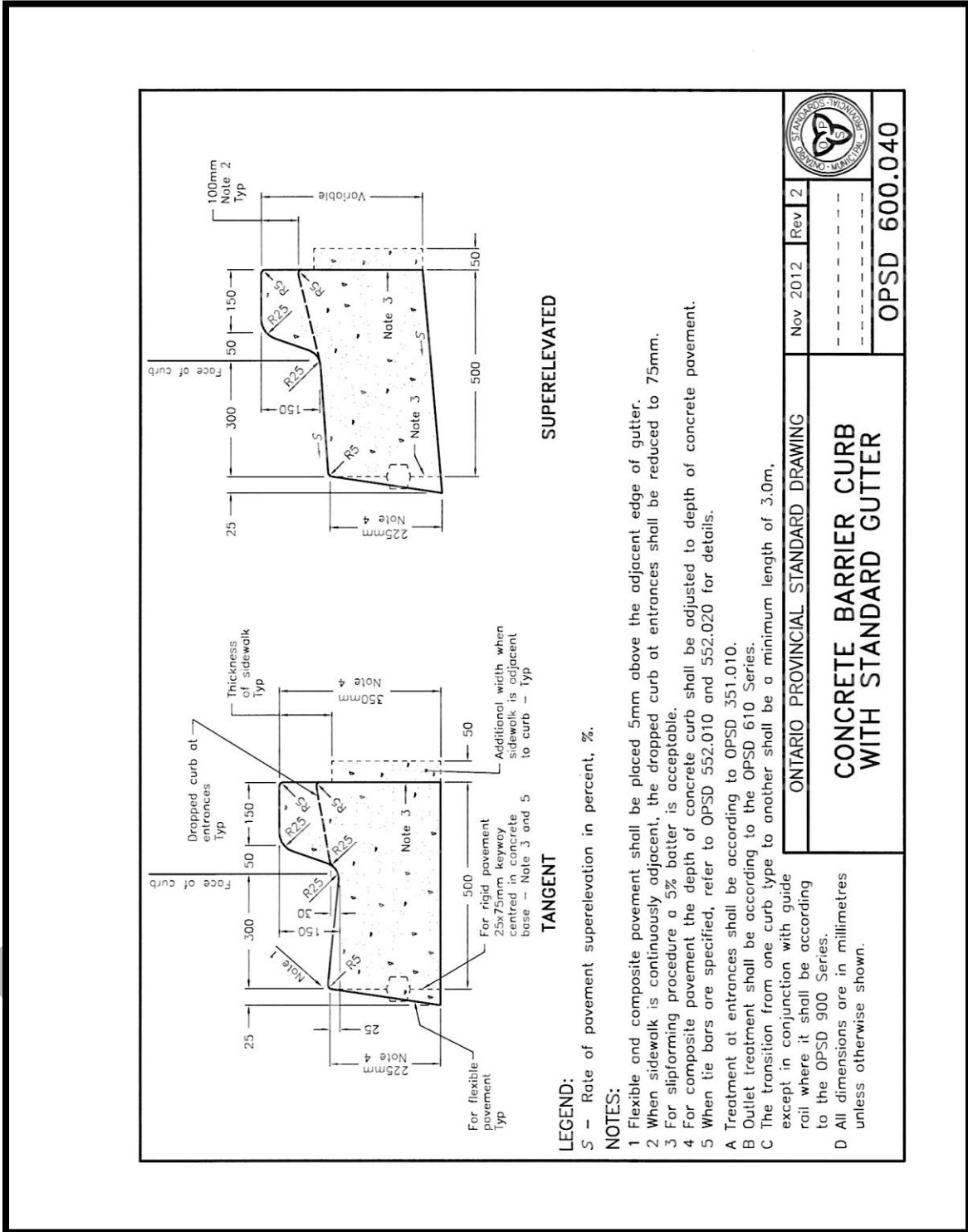
- 1 Sidewalk thickness at residential driveways and adjacent to curb shall be 150mm. At commercial and industrial driveways, the thickness shall be 200mm.
 - 2 Sidewalk width shall be increased to 2.4m at schools, bus stops, and other high pedestrian areas.
- A This OPSD to be read in conjunction with OPSD-310.030.
 B All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2005	Rev 1	
CONCRETE SIDEWALK			
OPSD - 310.010			

Appendix B - Longitudinal Section Diagram (or any amendments thereto)



Appendix C - Concrete Mountable Curb Drawing (or any amendments thereto)



SUPERELEVATED

TANGENT

LEGEND:

S - Rate of pavement superlevation in percent, %.

NOTES:

- 1 Flexible and composite pavement shall be placed 5mm above the adjacent edge of gutter.
- 2 When sidewalk is continuously adjacent, the dropped curb at entrances shall be reduced to 75mm.
- 3 For slipforming procedure a 5% batter is acceptable.
- 4 For composite pavement the depth of concrete curb shall be adjusted to depth of concrete pavement.
- 5 When tie bars are specified, refer to OPSD 552.010 and 552.020 for details.
- A Treatment at entrances shall be according to OPSD 351.010.
- B Outlet treatment shall be according to the OPSD 610 Series.
- C The transition from one curb type to another shall be a minimum length of 3.0m, except in conjunction with guide rail where it shall be according to the OPSD 900 Series.
- D All dimensions are in millimetres unless otherwise shown.

	
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2012 Rev 2
CONCRETE BARRIER CURB WITH STANDARD GUTTER	
OPSD 600.040	

BID LABEL AND INSTRUCTIONS

✂ ✂	✂ ✂
Compagnie/Company	FERMETURE / CLOSING:
_____	_____
_____	mercredi le 24 mars, 2021 à 15 h
_____	WEDNESDAY, MARCH 24th, 2021
	at 3:00 P.M.
SOUMISSION – NE PAS OUVRIR / TENDER – DO NOT OPEN	
Retourner à / Return to:	Township of Champlain Administrative Office Public Works Department 948 Pleasant Corner Road East Vankleek Hill ON K0B 1R0
Description:	SEALED TENDER FOR INSTALLATION OF SIDEWALKS AND MOUNTABLE CURBS PWT2021-02 Service des travaux publics / Public Works Department
CHECK LIST - Mandatory documents to be submitted:	
<input type="checkbox"/> FORM 1 – BIDDER INFORMATION	
<input type="checkbox"/> FORM 2 - SPECIFICATIONS AND TECHNICAL DATA	
<input type="checkbox"/> FORM 3 – SCHEDULE OF PRICES	
<input type="checkbox"/> FORM 4 – LETTER OF INTENT	
<input type="checkbox"/> FORM 5 - STATEMENT BY BIDDER	
<input type="checkbox"/> FORM 6 - DECLARATION	
<input type="checkbox"/> FORM 7 – AGREEMENT TO BOND	
<input type="checkbox"/> SECURITY DEPOSIT (BID DEPOSIT)	
<input type="checkbox"/> CERTIFICATE OF LIABILITY INSURANCE	
<input type="checkbox"/> WSIB CLEARANCE CERTIFICATE	
✂ ✂	✂ ✂

INSTRUCTIONS:

The Bidder is to clearly identify its name and address on the reserved section titled “Compagnie /Company”.

The Bidder is to affix this label in a visible manner on top of a SEALED package containing all the required documents.